

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): December 19, 2007

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

On December 19, 2007, Global Cash Access, Inc. (“GCA”), a Delaware corporation and wholly-owned subsidiary of Global Cash Access Holdings, Inc. (the “Company”), entered into an Amendment to Treasury Services Terms and Conditions Booklet (the “Amendment”) with Bank of America, N.A. (“Bank”), which amended the Treasury Services Terms and Conditions Booklet, originally dated as of May 28, 2002 and as subsequently amended. The Amendment provides the terms and conditions pursuant to which Bank will allow GCA to use up to \$360,000,000 of cash owned by Bank to operate automated teller machines owned and operated by GCA, and Bank will provide certain ancillary services in support of GCA’s operation of such automated teller machines. The Amendment provides for such cash usage through December 19, 2010, subject to automatic renewal periods of one year thereafter in certain circumstances. Among other fees payable by GCA to Bank for the use of Bank’s cash and for Bank’s provision of ancillary services in support of GCA’s operation of automated teller machines, GCA will pay Bank cash usage fees that are based upon LIBOR.

The foregoing description is qualified in its entirety by reference to the Amendment, which is attached as Exhibit 10.1 hereto and incorporated herein by reference.

Item 5.03. Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year.

The shares of common stock of the Company are listed on the New York Stock Exchange (the “NYSE”). Section 501.00 of the Listed Company Manual of the NYSE requires that on and after January 1, 2008, all securities listed on the NYSE must be eligible for a direct registration system operated by a securities depository, such as the one offered by The Depository Trust Corporation. A direct registration system permits an investor’s ownership to be recorded and maintained on the books of the issuer or the transfer agent without the issuance of a physical stock certificate. This rule does not require issuers to actually participate in a direct registration system or to eliminate physical stock certificates; it merely requires that the listed securities become eligible for such a system. Therefore, on December 19, 2007, the Board of Directors of the Company approved amendments to Article VII, Section 34, Section 35 and Section 36(a) of the Company’s Bylaws to permit the issuance and transfer of uncertificated shares of the Company’s stock.

The foregoing description is qualified in its entirety by reference to the Amended and Restated Bylaws of the Company, which are attached as Exhibit 3.1 hereto and incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

Exhibit No.	Document
3.1	Amended and Restated Bylaws
10.1	Amendment to Treasury Services Terms and Conditions Booklet, dated as of December 19, 2007, by and between Global Cash Access, Inc. and Bank of America, 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 thereunto duly authorized.

GLOBAL CASH ACCESS HOLDINGS, INC.

Date: December 19, 2007

By: /s/ Scott Betts

Scott Betts
Chief Executive Officer

EXHIBIT INDEX

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AMENDED AND RESTATED
BYLAWS
OF
GLOBAL CASH ACCESS HOLDINGS, INC.
ARTICLE I
OFFICES

Section 1. Registered Office . The registered office of the corporation in the State of Delaware shall be in the City of Wilmington, County of New Castle.

Section 2. Other Offices . The corporation shall also have and maintain an office or principal place of business at such place as may be fixed by the Board of Directors, and may also have offices at such other places, both within and without the State of Delaware as the Board of Directors may from time to time determine or the business of the corporation may require.

ARTICLE II
CORPORATE SEAL

Section 3. Corporate Seal . The Board of Directors may adopt a corporate seal. The corporate seal shall consist of a die bearing the name of the corporation and the inscription, "Corporate Seal, Delaware." Said seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

ARTICLE III
STOCKHOLDERS' MEETINGS

Section 4. Place of Meetings . Meetings of the stockholders of the corporation may be held at such place, either within or without the State of Delaware, as may be determined from time to time by the Board of Directors. The Board of Directors may, in its sole discretion, determine that the meeting shall not be held at any place, but may instead be held solely by means of remote communication as provided under the Delaware General Corporation Law ("DGCL").

Section 5. Annual Meetings .

(a) The annual meeting of the stockholders of the corporation, for the purpose of election of directors and for such other business as may lawfully come before it, shall be held on such date and at such time as may be designated from time to time by the Board of Directors. Nominations of persons for election to the Board of Directors of the corporation and the proposal of business to be considered by the stockholders may be made at an annual meeting of stockholders: (i) pursuant to the corporation's notice of meeting of stockholders; (ii) by or at the direction of the Board of Directors; or (iii) by any stockholder of the corporation who was a stockholder of record at the time of giving the stockholder's notice provided for in the following paragraph, who is entitled to vote at the meeting and who complied with the notice procedures set forth in Section 7.

(b) At an annual meeting of the stockholders, only such business shall be conducted as shall have been properly brought before the meeting. For nominations or other business to be properly brought before an annual meeting by a stockholder pursuant to clause (iii) of Section 5(a) of these Bylaws, (i) the stockholder must have given timely notice thereof in writing to the Secretary of the corporation, (ii) such other business must be a proper matter for stockholder action under DGCL, (iii) if the stockholder, or the beneficial owner on whose behalf any such proposal or nomination is made, has provided the corporation with a Solicitation Notice (as defined in clause (iii) of the last sentence of this Section 5(b)), such stockholder or beneficial owner must, in the case of a proposal, have delivered a proxy statement and form of proxy to holders of at least the percentage of the corporation's voting shares required under applicable law to carry any such proposal, or, in the case of a nomination or nominations, have delivered a proxy statement and form of proxy to holders of a percentage of the corporation's voting shares reasonably believed by such stockholder or beneficial owner to be sufficient to elect the nominee or nominees proposed to be nominated by such stockholder, and must, in either case, have included in such materials the Solicitation Notice, and (iv) if no Solicitation Notice relating thereto has been timely provided pursuant to this section, the stockholder or beneficial owner proposing such business or nomination must not have solicited a number of proxies sufficient to have required the delivery of such a Solicitation Notice under this Section 5. To be timely, a stockholder's notice shall be delivered to the Secretary at the principal executive offices of the Corporation not later than the close of business on the ninetieth (90th) day nor earlier than the close of business on the one hundred twentieth (120th) day prior to the first anniversary of the preceding year's annual meeting; *provided, however*, that in the event that the date of the annual meeting is advanced more than thirty (30) days prior to or delayed by more than thirty (30) days after the anniversary of the preceding year's annual meeting, notice by the stockholder to be timely must be so delivered not earlier than the close of business on the one hundred twentieth (120th) day prior to such annual meeting and not later than the close of business on the later of the ninetieth (90th) day prior to such annual meeting or the tenth (10th) day following the day on which public announcement of the date of such meeting is first made. In no event shall the public announcement of an adjournment of an annual meeting commence a new time period for the giving of a stockholder's notice as described above. Such stockholder's notice shall set forth: (A) as to each person whom the stockholder proposed to nominate for election or reelection as a director all information relating to such person that is required to be disclosed in solicitations of proxies for election of directors in an election contest, or is otherwise required, in each case pursuant to Regulation 14A under the Securities Exchange Act of 1934, as amended (the "1934 Act") and Rule 14a-4(d) thereunder (including such person's written consent to being named in the proxy statement as a nominee and to serving as a director if elected); (B) as to any other business that the stockholder proposes to bring before the meeting, a brief description of the business desired to be brought before the meeting, the reasons for conducting such business at the meeting and any material interest in such business of such stockholder and the beneficial owner, if any, on whose behalf the proposal is made; and (C) as to the stockholder giving the notice and the beneficial owner, if any, on whose behalf the nomination or proposal is made (i) the name and address of such stockholder, as they appear on the corporation's books, and of such beneficial owner, (ii) the class and number of shares of the corporation which are owned beneficially and of record by such stockholder and such beneficial owner, and (iii) whether either such stockholder or beneficial owner intends to deliver a proxy statement and form of proxy to holders of, in the case of the proposal, at least the percentage of the corporation's voting shares required under applicable law to carry the proposal or, in the case of a nomination or nominations, a sufficient number of holders of the corporation's voting shares to elect such nominee or nominees (an affirmative statement of such intent, a "Solicitation Notice").

(c) Notwithstanding anything in the third sentence of Section 5(b) of these Bylaws to the contrary, in the event that the number of directors to be elected to the Board of Directors of the Corporation is increased and there is no public announcement naming all of the nominees for director or specifying the size of the increased Board of Directors made by the corporation at least one hundred (100) days prior to the first anniversary of the preceding year's annual meeting, a stockholder's notice required by this Section 5 shall also be considered timely, but only with respect to nominees for any new positions created by such increase, if it shall be delivered to the Secretary at the principal executive offices of the corporation not later than the close of business on the tenth (10th) day following the day on which such public announcement is first made by the corporation.

(d) Only such persons who are nominated in accordance with the procedures set forth in this Section 5 shall be eligible to serve as directors and only such business shall be conducted at a meeting of stockholders as shall have been brought before the meeting in accordance with the procedures set forth in this Section 5. Except as otherwise provided by law, the Chairman of the meeting shall have the power and duty to determine whether a nomination or any business proposed to be brought before the meeting was made, or proposed, as the case may be, in accordance with the procedures set forth in these Bylaws and, if any proposed nomination or business is not in compliance with these Bylaws, to declare that such defective proposal or nomination shall not be presented for stockholder action at the meeting and shall be disregarded.

(e) Notwithstanding the foregoing provisions of this Section 5, in order to include information with respect to a stockholder proposal in the proxy statement and form of proxy for a stockholders' meeting, stockholders must provide notice as required by the regulations promulgated under the 1934 Act. Nothing in these Bylaws shall be deemed to affect any rights of stockholders to request inclusion of proposals in the corporation proxy statement pursuant to Rule 14a-8 under the 1934 Act.

(f) For purposes of this Section 5, "public announcement" shall mean disclosure in a press release reported by the Dow Jones News Service, Associated Press or comparable national news service or in a document publicly filed by the corporation with the Securities and Exchange Commission pursuant to Section 13, 14 or 15(d) of the 1934 Act.

Section 6. Special Meetings .

(a) Special meetings of the stockholders of the corporation may be called, for any purpose or purposes, by (i) the Chairman of the Board of Directors, (ii) the Chief Executive Officer, or (iii) the Board of Directors pursuant to a resolution adopted by a majority of the total number of authorized directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption).

(b) If a special meeting is properly called by any person or persons other than the Board of Directors, the request shall be in writing, specifying the general nature of the business proposed to be transacted, and shall be delivered personally or sent by certified or registered mail, return receipt requested, to the Chairman of the Board of Directors, the Chief Executive Officer, or the Secretary of the corporation. No business may be transacted at such special meeting otherwise than specified in such notice. The Board of Directors shall determine the time and place of such special meeting, which shall be held not less than thirty-five (35) nor more than one hundred twenty (120) days after the date of the receipt of the request. Upon determination of the time and place of the meeting, the officer receiving the request shall cause notice to be given to the stockholders entitled to vote, in accordance with the provisions of Section 7 of these Bylaws. Nothing contained in this paragraph (b) shall be construed as limiting, fixing, or affecting the time when a meeting of stockholders called by action of the Board of Directors may be held.

(c) Nominations of persons for election to the Board of Directors may be made at a special meeting of stockholders at which directors are to be elected pursuant to the corporation's notice of meeting (i) by or at the direction of the Board of Directors or (ii) by any stockholder of the corporation who is a stockholder of record at the time of giving notice provided for in these Bylaws who shall be entitled to vote at the meeting and who complies with the notice procedures set forth in this Section 6(c). In the event the corporation calls a special meeting of stockholders for the purpose of electing one or more directors to the Board of Directors, any such stockholder may nominate a person or persons (as the case may be), for election to such position(s) as specified in the corporation's notice of meeting, if the stockholder's notice required by Section 5(b) of these Bylaws shall be delivered to the Secretary at the principal executive offices of the corporation not earlier than the close of business on the one hundred twentieth (120th) day prior to such special meeting and not later than the close of business on the later of the ninetieth (90th) day prior to such meeting or the tenth (10th) day following the day on which public announcement is first made of the date of the special meeting and of the nominees proposed by the Board of Directors to be elected at such meeting. In no event shall the public announcement of an adjournment of a special meeting commence a new time period for the giving of a stockholder's notice as described above.

Section 7. Notice Of Meetings . Except as otherwise provided by law, notice, given in writing or by electronic transmission, of each meeting of stockholders shall be given not less than ten (10) nor more than sixty (60) days before the date of the meeting to each stockholder entitled to vote at such meeting, such notice to specify the place, if any, date and hour, in the case of special meetings, the purpose or purposes of the meeting, and the means of remote communications, if any, by which stockholders and proxy holders may be deemed to be present in person and vote at any such meeting. If mailed, notice is given when deposited in the United States mail, postage prepaid, directed to the stockholder at such stockholder's address as it appears on the records of the corporation. Notice of the time, place, if any, and purpose of any meeting of stockholders may be waived in writing, signed by the person entitled to notice thereof, or by electronic transmission by such person, either before or after such meeting, and will be waived by any stockholder by his attendance thereat in person, by remote communication, if applicable, or by proxy, except when the stockholder attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. Any stockholder so waiving notice of such meeting shall be bound by the proceedings of any such meeting in all respects as if due notice thereof had been given.

Section 8. Quorum . At all meetings of stockholders, except where otherwise provided by statute or by the Certificate of Incorporation, or by these Bylaws, the presence, in person, by remote communication, if applicable, or by proxy duly authorized, of the holders of a majority of the outstanding shares of stock entitled to vote shall constitute a quorum for the transaction of business. In the absence of a quorum, any meeting of stockholders may be adjourned, from time to time, either by the chairman of the meeting or by vote of the holders of a majority of the shares represented thereat, but no other business shall be transacted at such meeting. The stockholders present at a duly called or convened meeting, at which a quorum is present, may continue to transact business until adjournment, notwithstanding the withdrawal of enough stockholders to leave less than a quorum. Except as otherwise provided by statute or by applicable stock exchange or Nasdaq rules, or by the Certificate of Incorporation or these Bylaws, in all matters other than the election of directors, the affirmative vote of the majority of shares present in person, by remote communication, if applicable, or represented by proxy at the meeting and entitled to vote generally on the subject matter shall be the act of the stockholders. Except as otherwise provided by statute, the Certificate of Incorporation or these Bylaws, directors shall be elected by a plurality of the votes of the shares present in person, by remote communication, if applicable, or represented by proxy at the meeting and entitled to vote generally on the election of directors. Where a separate vote by a class or classes or series is required, except where otherwise provided by the statute or by the Certificate of Incorporation or these Bylaws, a majority of the outstanding shares of such class or classes or series, present in person, by remote communication, if applicable, or represented by proxy duly authorized, shall constitute a quorum entitled to take action with respect to that vote on that matter. Except where otherwise provided by statute or by the Certificate of Incorporation or these Bylaws, the affirmative vote of the majority (plurality, in the case of the election of directors) of shares of such class or classes or series present in person, by remote communication, if applicable, or represented by proxy at the meeting shall be the act of such class or classes or series.

Section 9. Adjournment And Notice Of Adjourned Meetings . Any meeting of stockholders, whether annual or special, may be adjourned from time to time either by the chairman of the meeting or by the vote of a majority of the shares present in person, by remote communication, if applicable, or represented by proxy at the meeting. When a meeting is adjourned to another time or place, if any, notice need not be given of the adjourned meeting if the time and place, if any, thereof are announced at the meeting at which the adjournment is taken. At the adjourned meeting, the corporation may transact any business which might have been transacted at the original meeting. If the adjournment is for more than thirty (30) days or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting.

Section 10. Voting Rights . For the purpose of determining those stockholders entitled to vote at any meeting of the stockholders, except as otherwise provided by law, only persons in whose names shares stand on the stock records of the corporation on the record date, as provided in Section 12 of these Bylaws, shall be entitled to vote at any meeting of stockholders. Every person entitled to vote shall have the right to do so either in person, by remote communication, if applicable, or by an agent or agents authorized by a proxy granted in accordance with Delaware law. An agent so appointed need not be a stockholder. No proxy shall be voted after three (3) years from its date of creation unless the proxy provides for a longer period.

Section 11. Joint Owners Of Stock . If shares or other securities having voting power stand of record in the names of two (2) or more persons, whether fiduciaries, members of a partnership, joint tenants, tenants in common, tenants by the entirety, or otherwise, or if two (2) or more persons have the same fiduciary relationship respecting the same shares, unless the Secretary is given written notice to the contrary and is furnished with a copy of the instrument or order appointing them or creating the relationship wherein it is so provided, their acts with respect to voting shall have the following effect: (a) if only one (1) votes, his act binds all; (b) if more than one (1) votes, the act of the majority so voting binds all; (c) if more than one (1) votes, but the vote is evenly split on any particular matter, each faction may vote the securities in question proportionally, or may apply to the Delaware Court of Chancery for relief as provided in the DGCL, Section 217(b). If the instrument filed with the Secretary shows that any such tenancy is held in unequal interests, a majority or even-split for the purpose of subsection (c) shall be a majority or even-split in interest.

Section 12. List Of Stockholders . The Secretary shall prepare and make, at least ten (10) days before every meeting of stockholders, a complete list of the stockholders entitled to vote at said meeting, arranged in alphabetical order, showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, (a) on a reasonably accessible electronic network, provided that the information required to gain access to such list is provided with the notice of the meeting, or (b) during ordinary business hours, at the principal place of business of the corporation. In the event that the corporation determines to make the list available on an electronic network, the corporation may take reasonable steps to ensure that such information is available only to stockholders of the corporation. The list shall be open to examination of any stockholder during the time of the meeting as provided by law.

Section 13. No Action by Written Consent . The stockholders of the corporation may not take any action by written consent or electronic transmission in lieu of a meeting, and must take any actions at a duly called annual or special meeting of stockholders, and the power of stockholders to act by written consent or electronic transmission without a meeting is specifically denied.

Section 14. Organization .

(a) At every meeting of stockholders, the Chairman of the Board of Directors, or, if a Chairman has not been appointed or is absent, the President, or, if the President is absent, a chairman of the meeting chosen by a majority in interest of the stockholders entitled to vote, present in person or by proxy, shall act as chairman. The Secretary, or, in his absence, an Assistant Secretary directed to do so by the President, shall act as secretary of the meeting.

(b) The Board of Directors of the corporation shall be entitled to make such rules or regulations for the conduct of meetings of stockholders as it shall deem necessary, appropriate or convenient. Subject to such rules and regulations of the Board of Directors, if any, the chairman of the meeting shall have the right and authority to prescribe such rules, regulations and procedures and to do all such acts as, in the judgment of such chairman, are necessary, appropriate or convenient for the proper conduct of the meeting, including, without limitation, establishing an agenda or order of business for the meeting, rules and procedures for maintaining order at the meeting and the safety of those present, limitations on participation in such meeting to stockholders of record of the corporation and their duly authorized and constituted proxies and such other persons as the chairman shall permit, restrictions on entry to the meeting after the time fixed for the commencement thereof, limitations on the time allotted to questions or comments by participants and regulation of the opening and closing of the polls for balloting on matters which are to be voted on by ballot. The date and time of the opening and closing of the polls for each matter upon which the stockholders will vote at the meeting shall be announced at the meeting. Unless and to the extent determined by the Board of Directors or the chairman of the meeting, meetings of stockholders shall not be required to be held in accordance with rules of parliamentary procedure.

ARTICLE IV

DIRECTORS

Section 15. Number And Term Of Office . The authorized number of directors of the corporation shall be fixed in accordance with the Certificate of Incorporation. Directors need not be stockholders unless so required by the Certificate of Incorporation. If for any cause, the directors shall not have been elected at an annual meeting, they may be elected as soon thereafter as convenient at a special meeting of the stockholders called for that purpose in the manner provided in these Bylaws.

Section 16. Powers . The powers of the corporation shall be exercised, its business conducted and its property controlled by the Board of Directors, except as may be otherwise provided by statute or by the Certificate of Incorporation.

Section 17. Election of Directors .

(a) The Board of Directors shall be divided into three classes designated as Class I, Class II, and Class III, respectively. Directors shall be assigned to each class in accordance with a resolution or resolutions adopted by the Board of Directors. At the first annual meeting of stockholders following January 1, 2005, the term of office of the Class I directors shall expire and Class I directors shall be elected for a full term of three years. At the second annual meeting of stockholders following January 1, 2005, the term of office of the Class II directors shall expire and Class II directors shall be elected for a full term of three years. At the third annual meeting of stockholders following January 1, 2005, the term of office of the Class III directors shall expire and Class III directors shall be elected for a full term of three years. At each succeeding annual meeting of stockholders, directors shall be elected for a full term of three years to succeed the directors of the class whose terms expire at such annual meeting.

Notwithstanding the foregoing provisions of this section, each director shall serve until his successor is duly elected and qualified or until his earlier death, resignation or removal. No decrease in the number of directors constituting the Board of Directors shall shorten the term of any incumbent director.

(b) No stockholder will be permitted to cumulate votes at any election of directors.

Section 18. Vacancies .

(a) Unless otherwise provided in the Certificate of Incorporation and subject to the rights of the holders of any series of Preferred Stock, any vacancies on the Board of Directors resulting from death, resignation, disqualification, removal or other causes and any newly created directorships resulting from any increase in the number of directors shall, unless the Board of Directors determines by resolution that any such vacancies or newly created directorships shall be filled by stockholders, be filled only by the affirmative vote of a majority of the directors then in office, even though less than a quorum of the Board of Directors. Any director elected in accordance with the preceding sentence shall hold office for the remainder of the full term of the director for which the vacancy was created or occurred and until such director's successor shall have been elected and qualified. A vacancy in the Board of Directors shall be deemed to exist under this Section 18 in the case of the death, removal or resignation of any director.

(b) If at the time of filling any vacancy or any newly created directorship, the directors then in office shall constitute less than a majority of the whole board (as constituted immediately prior to any such increase), the Delaware Court of Chancery may, upon application of any stockholder or stockholders holding at least ten percent (10%) of the total number of the shares at the time outstanding having the right to vote for such directors, summarily order an election to be held to fill any such vacancies or newly created directorships, or to replace the directors chosen by the directors then in offices as aforesaid, which election shall be governed by Section 211 of the DGCL.

Section 19. Removal . Except as otherwise provided by applicable law or the Certificate of Incorporation or these Bylaws, the Board of Directors or any individual director may be removed from office at any time with or without cause by the affirmative vote of the holders of at least a majority of the outstanding shares then entitled to vote at an election of directors.

Section 20. Resignation . Any director may resign at any time by delivering his or her notice in writing or by electronic transmission to the Secretary, such resignation to specify whether it will be effective at a particular time, upon receipt by the Secretary or at the pleasure of the Board of Directors. If no such specification is made, it shall be deemed effective at the pleasure of the Board of Directors. When one or more directors shall resign from the Board of Directors, effective at a future date, a majority of the directors then in office, including those who have so resigned, shall have power to fill such vacancy or vacancies, the vote thereon to take effect when such resignation or resignations shall become effective, and each Director so chosen shall hold office for the unexpired portion of the term of the Director whose place shall be vacated and until his successor shall have been duly elected and qualified.

Section 21. Meetings .

(a) Regular Meetings . Unless otherwise restricted by the Certificate of Incorporation, regular meetings of the Board of Directors may be held at any time or date and at any place within or without the State of Delaware which has been designated by the Board of Directors and publicized among all directors, either orally or in writing, by telephone, including a voice-messaging system or other system designed to record and communicate messages, facsimile, telegraph or telex, or by electronic mail or other electronic means. No further notice shall be required for regular meetings of the Board of Directors.

(b) Special Meetings . Unless otherwise restricted by the Certificate of Incorporation, special meetings of the Board of Directors may be held at any time and place within or without the State of Delaware whenever called by the Chairman of the Board, the President or a majority of the authorized number of directors.

(c) Meetings by Electronic Communications Equipment . Any member of the Board of Directors, or of any committee thereof, may participate in a meeting by means of conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting by such means shall constitute presence in person at such meeting.

(d) Notice of Special Meetings . Notice of the time and place of all special meetings of the Board of Directors shall be orally or in writing, by telephone, including a voice messaging system or other system or technology designed to record and communicate messages, facsimile, telegraph or telex, or by electronic mail or other electronic means, during normal business hours, at least twenty-four (24) hours before the date and time of the meeting. If notice is sent by US mail, it shall be sent by first class mail, charges prepaid, at least three (3) days before the date of the meeting. Notice of any meeting may be waived in writing, or by electronic transmission, at any time before or after the meeting and will be waived by any director by attendance thereat, except when the director attends the meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened.

(e) Waiver of Notice . The transaction of all business at any meeting of the Board of Directors, or any committee thereof, however called or noticed, or wherever held, shall be as valid as though had at a meeting duly held after regular call and notice, if a quorum be present and if, either before or after the meeting, each of the directors not present who did not receive notice shall sign a written waiver of notice or shall waive notice by electronic transmission. All such waivers shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 22. Quorum And Voting.

(a) Unless the Certificate of Incorporation requires a greater number, a quorum of the Board of Directors shall consist of a majority of the exact number of directors fixed from time to time by the Board of Directors in accordance with the Certificate of Incorporation; *provided, however* , at any meeting whether a quorum be present or otherwise, a majority of the directors present may adjourn from time to time until the time fixed for the next regular meeting of the Board of Directors, without notice other than by announcement at the meeting.

(b) At each meeting of the Board of Directors at which a quorum is present, all questions and business shall be determined by the affirmative vote of a majority of the directors present, unless a different vote be required by law, the Certificate of Incorporation or these Bylaws.

Section 23. Action Without Meeting . Unless otherwise restricted by the Certificate of Incorporation or these Bylaws, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all members of the Board of Directors or committee, as the case may be, consent thereto in writing or by electronic transmission, and such writing or writings or transmission or transmissions are filed with the minutes of proceedings of the Board of Directors or committee. Such filing shall be in paper form if the minutes are maintained in paper form and shall be in electronic form if the minutes are maintained in electronic form.

Section 24. Fees And Compensation . Directors shall be entitled to such compensation for their services as may be approved by the Board of Directors, including, if so approved, by resolution of the Board of Directors, a fixed sum and expenses of attendance, if any, for attendance at each regular or special meeting of the Board of Directors and at any meeting of a committee of the Board of Directors. Nothing herein contained shall be construed to preclude any director from serving the corporation in any other capacity as an officer, agent, employee, or otherwise and receiving compensation therefor.

Section 25. Committees .

(a) **Executive Committee** . The Board of Directors may appoint an Executive Committee to consist of one (1) or more members of the Board of Directors. The Executive Committee, to the extent permitted by law and provided in the resolution of the Board of Directors shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the corporation, and may authorize the seal of the corporation to be affixed to all papers which may require it; but no such committee shall have the power or authority in reference to (i) approving or adopting, or recommending to the stockholders, any action or matter expressly required by the DGCL to be submitted to stockholders for approval, or (ii) adopting, amending or repealing any bylaw of the corporation.

(b) Other Committees . The Board of Directors may, from time to time, appoint such other committees as may be permitted by law. Such other committees appointed by the Board of Directors shall consist of one (1) or more members of the Board of Directors and shall have such powers and perform such duties as may be prescribed by the resolution or resolutions creating such committees, but in no event shall any such committee have the powers denied to the Executive Committee in these Bylaws.

(c) Term . The Board of Directors, subject to any requirements of any outstanding series of Preferred Stock and the provisions of subsections (a) or (b) of this Bylaw, may at any time increase or decrease the number of members of a committee or terminate the existence of a committee. The membership of a committee member shall terminate on the date of his death or voluntary resignation from the committee or from the Board of Directors. The Board of Directors may at any time for any reason remove any individual committee member and the Board of Directors may fill any committee vacancy created by death, resignation, removal or increase in the number of members of the committee. The Board of Directors may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee, and, in addition, in the absence or disqualification of any member of a committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any such absent or disqualified member.

(d) Meetings . Unless the Board of Directors shall otherwise provide, regular meetings of the Executive Committee or any other committee appointed pursuant to this Section 25 shall be held at such times and places as are determined by the Board of Directors, or by any such committee, and when notice thereof has been given to each member of such committee, no further notice of such regular meetings need be given thereafter. Special meetings of any such committee may be held at any place which has been determined from time to time by such committee, and may be called by any Director who is a member of such committee, upon notice to the members of such committee of the time and place of such special meeting given in the manner provided for the giving of notice to members of the Board of Directors of the time and place of special meetings of the Board of Directors. Notice of any special meeting of any committee may be waived in writing at any time before or after the meeting and will be waived by any director by attendance thereat, except when the director attends such special meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. Unless otherwise provided by the Board of Directors in the resolutions authorizing the creation of the committee, a majority of the authorized number of members of any such committee shall constitute a quorum for the transaction of business, and the act of a majority of those present at any meeting at which a quorum is present shall be the act of such committee.

Section 26. Organization . At every meeting of the directors, the Chairman of the Board of Directors, or, if a Chairman has not been appointed or is absent, the President (if a director), or if the President is absent, the most senior Vice President (if a director), or, in the absence of any such person, a chairman of the meeting chosen by a majority of the directors present, shall preside over the meeting. The Secretary, or in his absence, any Assistant Secretary directed to do so by the President, shall act as secretary of the meeting.

ARTICLE V

OFFICERS

Section 27. Officers Designated . The officers of the corporation shall include, if and when designated by the Board of Directors, the Chairman of the Board of Directors, the Chief Executive Officer, the President, one or more Vice Presidents, the Secretary, the Chief Financial Officer, the Treasurer and the Controller. The Board of Directors may also appoint one or more Assistant Secretaries, Assistant Treasurers, Assistant Controllers and such other officers and agents with such powers and duties as it shall deem necessary. The Board of Directors may assign such additional titles to one or more of the officers as it shall deem appropriate. Any one person may hold any number of offices of the corporation at any one time unless specifically prohibited therefrom by law. The salaries and other compensation of the officers of the corporation shall be fixed by or in the manner designated by the Board of Directors.

Section 28. Tenure And Duties Of Officers .

(a) General . All officers shall hold office at the pleasure of the Board of Directors and until their successors shall have been duly elected and qualified, unless sooner removed. Any officer elected or appointed by the Board of Directors may be removed at any time by the Board of Directors. If the office of any officer becomes vacant for any reason, the vacancy may be filled by the Board of Directors.

(b) Duties of Chairman of the Board of Directors . The Chairman of the Board of Directors, when present, shall preside at all meetings of the stockholders and the Board of Directors. The Chairman of the Board of Directors shall perform other duties commonly incident to the office and shall also perform such other duties and have such other powers, as the Board of Directors shall designate from time to time. If there is no President, then the Chairman of the Board of Directors shall also serve as the Chief Executive Officer of the corporation and shall have the powers and duties prescribed in paragraph (c) of this Section 28.

(c) Duties of President . The President shall preside at all meetings of the stockholders and at all meetings of the Board of Directors, unless the Chairman of the Board of Directors has been appointed and is present. Unless some other officer has been elected Chief Executive Officer of the corporation, the President shall be the chief executive officer of the corporation and shall, subject to the control of the Board of Directors, have general supervision, direction and control of the business and officers of the corporation. The President shall perform other duties commonly incident to the office and shall also perform such other duties and have such other powers, as the Board of Directors shall designate from time to time.

(d) Duties of Vice Presidents . The Vice Presidents may assume and perform the duties of the President in the absence or disability of the President or whenever the office of President is vacant. The Vice Presidents shall perform other duties commonly incident to their office and shall also perform such other duties and have such other powers as the Board of Directors or the President shall designate from time to time.

(e) Duties of Secretary . The Secretary shall attend all meetings of the stockholders and of the Board of Directors and shall record all acts and proceedings thereof in the minute book of the corporation. The Secretary shall give notice in conformity with these Bylaws of all meetings of the stockholders and of all meetings of the Board of Directors and any committee thereof requiring notice. The Secretary shall perform all other duties provided for in these Bylaws and other duties commonly incident to the office and shall also perform such other duties and have such other powers, as the Board of Directors shall designate from time to time. The President may direct any Assistant Secretary to assume and perform the duties of the Secretary in the absence or disability of the Secretary, and each Assistant Secretary shall perform other duties commonly incident to the office and shall also perform such other duties and have such other powers as the Board of Directors or the President shall designate from time to time.

(f) Duties of Chief Financial Officer . The Chief Financial Officer shall keep or cause to be kept the books of account of the corporation in a thorough and proper manner and shall render statements of the financial affairs of the corporation in such form and as often as required by the Board of Directors or the President. The Chief Financial Officer, subject to the order of the Board of Directors, shall have the custody of all funds and securities of the corporation. The Chief Financial Officer shall perform other duties commonly incident to the office and shall also perform such other duties and have such other powers as the Board of Directors or the President shall designate from time to time. The President may direct the Treasurer or any Assistant Treasurer, or the Controller or any Assistant Controller to assume and perform the duties of the Chief Financial Officer in the absence or disability of the Chief Financial Officer, and each Treasurer and Assistant Treasurer and each Controller and Assistant Controller shall perform other duties commonly incident to the office and shall also perform such other duties and have such other powers as the Board of Directors or the President shall designate from time to time.

Section 29. Delegation Of Authority . The Board of Directors may from time to time delegate the powers or duties of any officer to any other officer or agent, notwithstanding any provision hereof.

Section 30. Resignations . Any officer may resign at any time by giving notice in writing or by electronic transmission to the Board of Directors or to the President or to the Secretary. Any such resignation shall be effective when received by the person or persons to whom such notice is given, unless a later time is specified therein, in which event the resignation shall become effective at such later time. Unless otherwise specified in such notice, the acceptance of any such resignation shall not be necessary to make it effective. Any resignation shall be without prejudice to the rights, if any, of the corporation under any contract with the resigning officer.

Section 31. Removal . Any officer may be removed from office at any time, either with or without cause, by the affirmative vote of a majority of the directors in office at the time, or by the unanimous written consent of the directors in office at the time, or by any committee or superior officers upon whom such power of removal may have been conferred by the Board of Directors.

ARTICLE VI

EXECUTION OF CORPORATE INSTRUMENTS AND VOTING OF SECURITIES OWNED BY THE CORPORATION

Section 32. Execution Of Corporate Instruments . The Board of Directors may, in its discretion, determine the method and designate the signatory officer or officers, or other person or persons, to execute on behalf of the corporation any corporate instrument or document, or to sign on behalf of the corporation the corporate name without limitation, or to enter into contracts on behalf of the corporation, except where otherwise provided by law or these Bylaws, and such execution or signature shall be binding upon the corporation.

All checks and drafts drawn on banks or other depositories on funds to the credit of the corporation or in special accounts of the corporation shall be signed by such person or persons as the Board of Directors shall authorize so to do.

Unless authorized or ratified by the Board of Directors or within the agency power of an officer, no officer, agent or employee shall have any power or authority to bind the corporation by any contract or engagement or to pledge its credit or to render it liable for any purpose or for any amount.

Section 33. Voting Of Securities Owned By The Corporation . All stock and other securities of other corporations owned or held by the corporation for itself, or for other parties in any capacity, shall be voted, and all proxies with respect thereto shall be executed, by the person authorized so to do by resolution of the Board of Directors, or, in the absence of such authorization, by the Chairman of the Board of Directors, the Chief Executive Officer, the President, or any Vice President.

ARTICLE VII

SHARES OF STOCK

Section 34. Form And Execution Of Certificates . The shares of stock of the corporation shall be represented by certificates, provided that the Board of Directors may provide by resolution that some or all of any or all classes or series of its stock shall be uncertificated shares. Any such resolution shall not apply to shares of stock represented by a certificate until such certificate is surrendered to the corporation. Certificates for the shares of stock of the corporation shall be in such form as is consistent with the Certificate of Incorporation and applicable law. Every holder of stock in the corporation shall be entitled to have a certificate signed by or in the name of the corporation by the Chairman of the Board of Directors, or the President or any Vice President and by the Treasurer or Assistant Treasurer or the Secretary or Assistant Secretary, certifying the number of shares owned by him in the corporation. Any or all of the signatures on the certificate may be facsimiles. In case any officer, transfer agent, or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent, or registrar before such certificate is issued, it may be issued with the same effect as if he were such officer, transfer agent, or registrar at the date of issue.

Each certificate shall state upon the face or back thereof, in full or in summary, all of the powers, designations, preferences, and rights, and the limitations or restrictions of the shares authorized to be issued or shall, except as otherwise required by law, set forth on the face or back a statement that the corporation will furnish without charge to each stockholder who so requests the powers, designations, preferences and relative, participating, optional, or other special rights of each class of stock or series thereof and the qualifications, limitations or restrictions of such preferences and/or rights. Within a reasonable time after the issuance or transfer of uncertificated stock, the corporation shall send to the registered owner thereof a written notice containing the information required to be set forth or stated on certificates pursuant to this section or otherwise required by law or with respect to this section a statement that the corporation will furnish without charge to each stockholder who so requests the powers, designations, preferences and relative participating, optional or other special rights of each class of stock or series thereof and the qualifications, limitations or restrictions of such preferences and/or rights.

Section 35. Lost Certificates . A new certificate or certificates (or uncertificated shares in lieu of a new certificate) shall be issued in place of any certificate or certificates theretofore issued by the corporation alleged to have been lost, stolen, or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen, or destroyed. The corporation may require, as a condition precedent to the issuance of a new certificate or certificates (or uncertificated shares in lieu of a new certificate), the owner of such lost, stolen, or destroyed certificate or certificates, or the owner's legal representative, to agree to indemnify the corporation in such manner as it shall require or to give the corporation a surety bond in such form and amount as it may direct as indemnity against any claim that may be made against the corporation with respect to the certificate alleged to have been lost, stolen, or destroyed.

Section 36. Transfers .

(a) Transfers of record of shares of stock of the corporation shall be made only upon its books by the holders thereof, in person or by attorney duly authorized, and in the case of shares of stock represented by a certificate, upon the surrender of a properly endorsed certificate or certificates for a like number of shares.

(b) The corporation shall have power to enter into and perform any agreement with any number of stockholders of any one or more classes of stock of the corporation to restrict the transfer of shares of stock of the corporation of any one or more classes owned by such stockholders in any manner not prohibited by the DGCL.

Section 37. Fixing Record Dates .

(a) In order that the corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, the Board of Directors may fix, in advance, a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors, and which record date shall, subject to applicable law, not be more than sixty (60) nor less than ten (10) days before the date of such meeting. If no record date is fixed by the Board of Directors, the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given, or if notice is waived, at the close of business on the day next preceding the day on which the meeting is held. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; *provided, however* , that the Board of Directors may fix a new record date for the adjourned meeting.

(b) In order that the corporation may determine the stockholders entitled to receive payment of any dividend or other distribution or allotment of any rights or the stockholders entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted, and which record date shall be not more than sixty (60) days prior to such action. If no record date is fixed, the record date for determining stockholders for any such purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto.

Section 38. Registered Stockholders . The corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of Delaware.

ARTICLE VIII

OTHER SECURITIES OF THE CORPORATION

Section 39. Execution Of Other Securities . All bonds, debentures and other corporate securities of the corporation, other than stock certificates (covered in Section 34), may be signed by the Chairman of the Board of Directors, the President or any Vice President, or such other person as may be authorized by the Board of Directors, and the corporate seal impressed thereon or a facsimile of such seal imprinted thereon and attested by the signature of the Secretary or an Assistant Secretary, or the Chief Financial Officer or Treasurer or an Assistant Treasurer; *provided, however* , that where any such bond, debenture or other corporate security shall be authenticated by the manual signature, or where permissible facsimile signature, of a trustee under an indenture pursuant to which such bond, debenture or other corporate security shall be issued, the signatures of the persons signing and attesting the corporate seal on such bond, debenture or other corporate security may be the imprinted facsimile of the signatures of such persons. Interest coupons appertaining to any such bond, debenture or other corporate security, authenticated by a trustee as aforesaid, shall be signed by the Treasurer or an Assistant Treasurer of the corporation or such other person as may be authorized by the Board of Directors, or bear imprinted thereon the facsimile signature of such person. In case any officer who shall have signed or attested any bond, debenture or other corporate security, or whose facsimile signature shall appear thereon or on any such interest coupon, shall have ceased to be such officer before the bond, debenture or other corporate security so signed or attested shall have been delivered, such bond, debenture or other corporate security nevertheless may be adopted by the corporation and issued and delivered as though the person who signed the same or whose facsimile signature shall have been used thereon had not ceased to be such officer of the corporation.

ARTICLE IX

DIVIDENDS

Section 40. Declaration Of Dividends . Dividends upon the capital stock of the corporation, subject to the provisions of the Certificate of Incorporation and applicable law, if any, may be declared by the Board of Directors pursuant to law at any regular or special meeting. Dividends may be paid in cash, in property, or in shares of the capital stock, subject to the provisions of the Certificate of Incorporation and applicable law.

Section 41. Dividend Reserve . Before payment of any dividend, there may be set aside out of any funds of the corporation available for dividends such sum or sums as the Board of Directors from time to time, in their absolute discretion, think proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the corporation, or for such other purpose as the Board of Directors shall think conducive to the interests of the corporation, and the Board of Directors may modify or abolish any such reserve in the manner in which it was created.

ARTICLE X

FISCAL YEAR

Section 42. Fiscal Year . The fiscal year of the corporation shall be fixed by resolution of the Board of Directors.

ARTICLE XI

INDEMNIFICATION

Section 43. Indemnification Of Directors, Executive Officers, Other Officers, Employees And Other Agents .

(a) Directors and Executive Officers . The corporation shall indemnify its current and former directors and executive officers (for the purposes of this Article XI, "Executive Officers" shall have the meaning defined in Rule 3b-7 promulgated under the 1934 Act) to the fullest extent not prohibited by the DGCL or any other applicable law; *provided, however* , that the corporation may modify the extent of such indemnification by individual contracts with its directors and executive officers; and, *provided, further* , that the corporation shall not be required to indemnify any director or executive officer in connection with any proceeding (or part thereof) initiated by such person unless (i) such indemnification is expressly required to be made by law, (ii) the proceeding was authorized by the Board of Directors of the corporation, (iii) such indemnification is provided by the corporation, in its sole discretion, pursuant to the powers vested in the corporation under the DGCL or any other applicable law or (iv) such indemnification is required to be made under subsection (d).

(b) Officers, Employees and Other Agents . The corporation shall have power to indemnify its other current and former officers, employees and other agents as set forth in the DGCL or any other applicable law. The Board of Directors shall have the power to delegate the determination of whether indemnification shall be given to any such person except executive officers to such officers or other persons as the Board of Directors shall determine.

(c) Expenses . The corporation shall advance to any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a director or executive officer, of the corporation, or is or was serving at the request of the corporation as a director or executive officer of another corporation, partnership, joint venture, trust or other enterprise, prior to the final disposition of the proceeding, promptly following request therefor, all expenses incurred by any director or executive officer in connection with such proceeding *provided, however* , that if the DGCL requires, an advancement of expenses incurred by a director or executive officer in his or her capacity as a director or executive officer (and not in any other capacity in which service was or is rendered by such indemnitee, including, without limitation, service to an employee benefit plan) shall be made only upon delivery to the corporation of an undertaking (hereinafter an “undertaking”), by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a “final adjudication”) that such indemnitee is not entitled to be indemnified for such expenses under this Section 43 or otherwise.

Notwithstanding the foregoing, unless otherwise determined pursuant to paragraph (e) of this Section 43, no advance shall be made by the corporation to an executive officer of the corporation (except by reason of the fact that such executive officer is or was a director of the corporation in which event this paragraph shall not apply) in any action, suit or proceeding, whether civil, criminal, administrative or investigative, if a determination is reasonably and promptly made (i) by a majority vote of directors who were not parties to the proceeding, even if not a quorum, or (ii) by a committee of such directors designated by a majority vote of such directors, even though less than a quorum, or (iii) if there are no such directors, or such directors so direct, by independent legal counsel in a written opinion, that the facts known to the decision-making party at the time such determination is made demonstrate clearly and convincingly that such person acted in bad faith or in a manner that such person did not believe to be in or not opposed to the best interests of the corporation.

(d) Enforcement . Without the necessity of entering into an express contract, all rights to indemnification and advances to directors and executive officers under this Bylaw shall be deemed to be contractual rights and be effective to the same extent and as if provided for in a contract between the corporation and the director or executive officer. Any right to indemnification or advances granted by this Section 43 to a director or executive officer shall be enforceable by or on behalf of the person holding such right in any court of competent jurisdiction if (i) the claim for indemnification or advances is denied, in whole or in part, or (ii) no disposition of such claim is made within ninety (90) days of request therefor.

The claimant in such enforcement action, if successful in whole or in part, shall be entitled to be paid also the expense of prosecuting the claim. In connection with any claim for indemnification, the corporation shall be entitled to raise as a defense to any such action that the claimant has not met the standards of conduct that make it permissible under the DGCL or any other applicable law for the corporation to indemnify the claimant for the amount claimed. In connection with any claim by an executive officer of the corporation (except in any action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that such executive officer is or was a director of the corporation) for advances, the corporation shall be entitled to raise a defense as to any such action clear and convincing evidence that such person acted in bad faith or in a manner that such person did not believe to be in or not opposed to the best interests of the corporation, or with respect to any criminal action or proceeding that such person acted without reasonable cause to believe that his conduct was lawful. Neither the failure of the corporation (including its Board of Directors, independent legal counsel or its stockholders) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because he has met the applicable standard of conduct set forth in the DGCL or any other applicable law, nor an actual determination by the corporation (including its Board of Directors, independent legal counsel or its stockholders) that the claimant has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that claimant has not met the applicable standard of conduct. In any suit brought by a director or executive officer to enforce a right to indemnification or to an advancement of expenses hereunder, the burden of proving that the director or executive officer is not entitled to be indemnified, or to such advancement of expenses, under this Section 43 or otherwise shall be on the corporation.

(e) Non-Exclusivity of Rights . The rights conferred on any person by this Bylaw shall not be exclusive of any other right which such person may have or hereafter acquire under any applicable statute, provision of the Certificate of Incorporation, Bylaws, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding office. The corporation is specifically authorized to enter into individual contracts with any or all of its directors, officers, employees or agents respecting indemnification and advances, to the fullest extent not prohibited by the DGCL, or by any other applicable law.

(f) Survival of Rights . The rights conferred on any person by this Bylaw shall continue as to a person who has ceased to be a director or executive officer, and shall inure to the benefit of the heirs, executors and administrators of such a person.

(g) Insurance . To the fullest extent permitted by the DGCL or any other applicable law, the corporation, upon approval by the Board of Directors, may purchase insurance on behalf of any person required or permitted to be indemnified pursuant to this Section 43.

(h) Amendments . Any repeal or modification of this Section 43 shall only be prospective and shall not affect the rights under this Bylaw in effect at the time of the alleged occurrence of any action or omission to act that is the cause of any proceeding against any agent of the corporation.

(i) Saving Clause . If this Bylaw or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the corporation shall nevertheless indemnify each director and executive officer to the full extent not prohibited by any applicable portion of this Section 43 that shall not have been invalidated, or by any other applicable law. If this Section 43 shall be invalid due to the application of the indemnification provisions of another jurisdiction, then the corporation shall indemnify each director and officer to the full extent under any other applicable law.

(j) Certain Definitions . For the purposes of this Bylaw, the following definitions shall apply:

(1) The term “proceeding” shall be broadly construed and shall include, without limitation, the investigation, preparation, prosecution, defense, settlement, arbitration and appeal of, and the giving of testimony in, any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative.

(2) The term “expenses” shall be broadly construed and shall include, without limitation, court costs, attorneys’ fees, witness fees, fines, amounts paid in settlement or judgment and any other costs and expenses of any nature or kind incurred in connection with any proceeding.

(3) The term the “corporation” shall include, in addition to the resulting corporation, any constituent corporation (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its directors, officers, and employees or agents, so that any person who is or was a director, officer, employee or agent of such constituent corporation, or is or was serving at the request of such constituent corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall stand in the same position under the provisions of this Section 43 with respect to the resulting or surviving corporation as he would have with respect to such constituent corporation if its separate existence had continued.

(4) References to a “director,” “executive officer,” “officer,” “employee,” or “agent” of the corporation shall include, without limitation, situations where such person is serving at the request of the corporation as, respectively, a director, executive officer, officer, employee, trustee or agent of another corporation, partnership, joint venture, trust or other enterprise.

(5) References to “other enterprises” shall include employee benefit plans; references to “fines” shall include any excise taxes assessed on a person with respect to an employee benefit plan; and references to “serving at the request of the corporation” shall include any service as a director, officer, employee or agent of the corporation which imposes duties on, or involves services by, such director, officer, employee, or agent with respect to an employee benefit plan, its participants, or beneficiaries; and a person who acted in good faith and in a manner he reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner “not opposed to the best interests of the corporation” as referred to in this Section 43.

ARTICLE XII

NOTICES

Section 44. Notices .

(a) Notice To Stockholders . Written notice to stockholders of stockholder meetings shall be given as provided in Section 7 herein. Without limiting the manner by which notice may otherwise be given effectively to stockholders under any agreement or contract with such stockholder, and except as otherwise required by law, written notice to stockholders for purposes other than stockholder meetings may be sent by US mail or nationally recognized overnight courier, or by facsimile, telegraph or telex or by electronic mail or other electronic means.

(b) Notice To Directors . Any notice required to be given to any director may be given by the method stated in subsection (a), as otherwise provided in these Bylaws, or by overnight delivery service, facsimile, telex or telegram, except that such notice other than one which is delivered personally shall be sent to such address as such director shall have filed in writing with the Secretary, or, in the absence of such filing, to the last known post office address of such director.

(c) Affidavit Of Mailing . An affidavit of mailing, executed by a duly authorized and competent employee of the corporation or its transfer agent appointed with respect to the class of stock affected, or other agent, specifying the name and address or the names and addresses of the stockholder or stockholders, or director or directors, to whom any such notice or notices was or were given, and the time and method of giving the same, shall in the absence of fraud, be prima facie evidence of the facts therein contained.

(d) Methods of Notice . It shall not be necessary that the same method of giving notice be employed in respect of all recipients of notice, but one permissible method may be employed in respect of any one or more, and any other permissible method or methods may be employed in respect of any other or others.

(e) Notice To Person With Whom Communication Is Unlawful . Whenever notice is required to be given, under any provision of law or of the Certificate of Incorporation or Bylaws of the corporation, to any person with whom communication is unlawful, the giving of such notice to such person shall not be required and there shall be no duty to apply to any governmental authority or agency for a license or permit to give such notice to such person. Any action or meeting which shall be taken or held without notice to any such person with whom communication is unlawful shall have the same force and effect as if such notice had been duly given. In the event that the action taken by the corporation is such as to require the filing of a certificate under any provision of the DGCL, the certificate shall state, if such is the fact and if notice is required, that notice was given to all persons entitled to receive notice except such persons with whom communication is unlawful.

(f) Notice to Stockholders Sharing an Address . Except as otherwise prohibited under DGCL, any notice given under the provisions of DGCL, the Certificate of Incorporation or the Bylaws shall be effective if given by a single written notice to stockholders who share an address if consented to by the stockholders at that address to whom such notice is given. Such consent shall have been deemed to have been given if such stockholder fails to object in writing to the corporation within 60 days of having been given notice by the corporation of its intention to send the single notice. Any consent shall be revocable by the stockholder by written notice to the corporation.

ARTICLE XIII

AMENDMENTS

Section 45. The Board of Directors is expressly empowered to adopt, amend or repeal the Bylaws of the corporation Bylaws. Any adoption, amendment or repeal of the Bylaws of the corporation by the Board of Directors shall require the approval of a majority of the authorized number of directors. The stockholders shall also have power to adopt, amend or repeal the Bylaws of the corporation; *provided, however* , that, in addition to any vote of the holders of any class or series of stock of the corporation required by law or by the Certificate of Incorporation, the affirmative vote of the holders of at least sixty-six and two-thirds percent (66-2/3%) of the voting power of all of the then-outstanding shares of the capital stock of the corporation entitled to vote generally in the election of directors, voting together as a single class, shall be required to adopt, amend or repeal any provision of the Bylaws of the corporation.

ARTICLE XIV

LOANS TO OFFICERS

Section 46. Loans To Officers . Except as otherwise prohibited by applicable law, the corporation may lend money to, or guarantee any obligation of, or otherwise assist any officer or other employee of the corporation or of its subsidiaries, including any officer or employee who is a Director of the corporation or its subsidiaries, whenever, in the judgment of the Board of Directors, such loan, guarantee or assistance may reasonably be expected to benefit the corporation. The loan, guarantee or other assistance may be with or without interest and may be unsecured, or secured in such manner as the Board of Directors shall approve, including, without limitation, a pledge of shares of stock of the corporation. Nothing in these Bylaws shall be deemed to deny, limit or restrict the powers of guaranty or warranty of the corporation at common law or under any statute.

AMENDMENT TO TREASURY SERVICES
TERMS AND CONDITIONS BOOKLET

ATM CASH SERVICES

This Amendment (“Amendment”), dated as of December 19, 2007, is to the Treasury Services Terms and Conditions Booklet executed by Global Cash Access, Inc. (“Client”) on October 31, 2007 (the “Booklet”). Capitalized terms used but not defined in this Amendment will have the meanings given to them in the Booklet. Other terms are defined herein, including in the “Definitions” section below. In addition, the terms “we,” “us” and “our” refer to Bank of America, N.A., and “you” and “your” refer to the Client. The purpose of this Amendment is to describe the terms and conditions under which we will provide you with the ATM Cash Services, as described below.

ATM Cash Services

Our ATM Cash Services allow you to have us stock your ATMs with our cash, subject to the limitations set forth below. We will furnish all currency needed for the normal operating requirements of all ATMs in the amounts, denominations and under the delivery schedules to be mutually agreed between you, your Armored Carrier and us from time to time, subject to the Limit (as defined below); provided, however, that, in the event that you request currency from one or more of our vaults in excess of the applicable vault limit(s) that we have established for you, we will use reasonable efforts to furnish such currency, subject to the Limit. All such currency shall be United States currency and in a physical condition suitable for dispensing from automated teller machines. Once in the possession of the Armored Carrier or any subcontractor of the Armored Carrier with respect to stocking a cash drawer in an ATM, such currency shall be considered “ATM Cash” for purposes of this Amendment.

Notwithstanding anything to the contrary in this Amendment, the aggregate total of all currency that we provide to you, together with all amounts due from the Network and any adjustments, chargebacks and other corrections provided under this Amendment, shall not exceed Three Hundred and Sixty Million Dollars (\$360,000,000) on any day (the “Limit”); provided, however, that we may, in our sole discretion, elect to provide you with currency that would cause the Limit to be exceeded by 10% or less or such other amount that we find acceptable. You shall monitor your requests for currency to ensure that the Limit is not exceeded.

If, on an occasional basis, which in any event shall not exceed two times per calendar year, you require currency in an amount which would cause the Limit to be exceeded, you shall notify us immediately and we will advise you whether we are able to furnish you with the currency needed. In the event that you anticipate that your currency needs will result in the Limit being exceeded more than twice per calendar year, you shall provide us with not less than thirty (30) days’ prior written notice of the new limit desired by you and we shall determine whether or not we can provide you with currency in the amount of such new limit.

The current locations of the ATMs are set forth in Exhibit A, which is attached to and made a part of this Amendment. Exhibit A may be amended upon the mutual agreement of you and us. If, from time to time, you would like to include in Exhibit A any additional automated teller machines owned or leased by you and/or you would like to delete any existing ATMs from Exhibit A, you shall notify the Reconciliation Agent, who shall provide us, on a monthly basis, with an updated list of the current locations of ATMs, reflecting such additions and/or deletions, as applicable. Upon our consent, which consent shall not be unreasonably withheld or delayed, each such updated list shall be deemed to be an amendment to Exhibit A and shall constitute a restated version of Exhibit A, effective as of the date(s) indicated by the Reconciliation Agent. You acknowledge and agree that the most recent restated version of Exhibit A shall supersede any and all previous versions of Exhibit A.

In order for us to provide the ATM Cash Services, you shall have entered into arrangements with a Processor and one or more Armored Carriers, ATM Service Providers and, through Sponsoring Financial Institutions, Networks, who shall comply with all applicable obligations and other terms and conditions set forth in this Amendment. You shall cause them to so comply with such obligations and terms and conditions. In addition, in the event that any Armored Carrier or ATM Service Provider utilizes a subcontractor, they shall cause each such subcontractor to comply with all applicable obligations and other terms and conditions set forth in this Amendment; provided, however, that no such subcontractor shall be utilized without our prior written consent and, if we provide such consent, such subcontractor shall execute such documents that we may request.

As a condition to our providing the ATM Cash Services described herein, (i) the Armored Carrier Agreement, ATM Service Provider Agreement and Processor Consent to Assignment shall be executed by the respective parties, substantially in the form set forth in Exhibits B, C and D, which are attached to and made a part of this Amendment, as applicable; provided, however, that any changes to such forms shall be subject to our prior written consent, and (ii) the Armored Carrier Agreement, ATM Service Provider Agreement and Processor Consent to Assignment shall be in full force and effect, subject, however, to your right to replace any such Armored Carrier, ATM Service Provider or Processor upon obtaining our prior written consent and obtaining the execution of the foregoing documents and/or any other documents that we may require. You shall deliver such executed documents to us prior to our providing the ATM Cash Services to you and/or prior to your utilizing any replacement Armored Carrier, ATM Service Provider or Processor, as applicable. In addition to the foregoing documents, in the event that we request that you and the Processor enter into an agreement with us with respect to the ATM Cash Services that we are providing to you, you agree to execute and to cause the Processor to execute such agreement.

Each initial or replacement Armored Carrier, ATM Service Provider and Processor shall be subject to our prior written consent and must continue to be acceptable to us. In the event that we determine that any Armored Carrier, ATM Service Provider or Processor is no longer acceptable to us, we shall notify you and you shall enter into an arrangement with another Armored Carrier, ATM Service Provider or Processor, as applicable, which is acceptable to us. In the event that any Armored Carrier Agreement is terminated, we shall cease (i) providing currency to the Armored Carrier that executed such agreement, and (ii) providing you ATM Cash Services relating thereto, unless and until you have entered into another arrangement with an Armored Carrier that is acceptable to us, the Armored Carrier Agreement has been executed by the applicable parties thereto, and you have delivered such executed agreement to us.

Amendment to Treasury Services
Terms and Conditions Booklet

The Armored Carrier and/or any subcontractor of the Armored Carrier that has been approved by us shall pick up the currency furnished by us and deliver such currency to each ATM. Our obligation to provide the ATM Cash to any ATM is subject to the foregoing and to the Armored Carrier and any subcontractor of the Armored Carrier being able to access such ATM during the normal business hours of the premises on which the ATM is located in order to stock it with the ATM Cash. Notwithstanding anything in any other Service description in the Booklet, the Armored Carrier and any subcontractor of the Armored Carrier shall be your agent with respect to the possession, transportation and handling of ATM Cash. The Armored Carrier and any subcontractor of the Armored Carrier shall maintain complete and accurate records of all currency delivered to each ATM for a period of at least seven (7) years from the date of each such delivery; provided, however, that the following records may be maintained for four (4) years from the date of each such delivery: delivery/pickup sheets, ATM balance manifests and ATM inventory reports; and, provided, further, that if any such records are required by law to be maintained for a longer time period, Armored Carrier and any subcontractor(s) of Armored Carrier shall maintain such records in accordance with such requirements. Absent manifest error, in the event of any discrepancy between your records (including the records of the Armored Carrier or any subcontractor of the Armored Carrier) and ours, our records shall prevail for purposes of this Amendment.

Settlement

With respect to each ATM transaction effecting a withdrawal of ATM Cash, other than an Electronic Check Authorization Transaction, a Point of Sale Transaction or a Credit Card Cash Transaction, the appropriate Network will debit the relevant cardholder's account for the amount withdrawn and any surcharge. You and/or the Processor shall cause the Network to remit the Reimbursements, surcharges and interchange fees to the Reimbursement Account no later than the Network Settlement Time (as defined below) on the second Business Day that succeeds the day on which each such transaction occurs or is deemed to occur, as applicable. The amount of Reimbursements so remitted to the Reimbursement Account is called the "Reimbursement for ATM Withdrawals." You hereby authorize us to offset against the surcharges and interchange fees any and all amounts owed by you to us for Electronic Check Authorization Transactions, Point of Sale Transactions and Credit Card Cash Transactions (collectively, the "Other Cash Amounts"). After deducting the Reimbursements and Other Cash Amounts from the amounts remitted by the Network to the Reimbursement Account, we shall credit the Adjustment Account for the remaining balance. We acknowledge that the Network may remit to the Reimbursement Account amounts other than the Reimbursements, surcharges and interchange fees. You acknowledge and agree that, with respect to any amounts deposited by the Network into the Reimbursement Account that may be owed to third parties, you are solely responsible for reimbursing such third parties for such amounts.

The "Network Settlement Time" is the time on a Business Day by which the Network performs its daily settlement of transactions consummated since the Network Settlement Time on the first Business Day that precedes such day. Transactions that are consummated after the Network Settlement Time on a Business Day or on any day other than a Business Day shall be deemed to occur prior to the Network Settlement Time on the first Business Day that succeeds such day.

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Adjustment Account

You shall maintain an Adjustment Account for any discrepancies related to the balancing of the ATM Cash withdrawn with the Reimbursements for ATM Withdrawals, Electronic Check Authorization Transactions, Point of Sale Transactions and Credit Card Cash Transactions. You shall be solely responsible for funding the Adjustment Account in the amount of any discrepancies owing to us and, in any event, shall maintain a minimum positive balance in the Adjustment Account of at least \$50,000. You hereby authorize us to initiate transfers to and from the Adjustment Account for discrepancies, based on information provided by our Reconciliation Agent. You and we shall, from time to time, review the minimum amount required to be maintained in the Adjustment Account, based upon settlement discrepancies or other matters, and shall adjust that minimum amount upon mutual agreement.

Reconcilements

You shall instruct the Processor to provide the Reconciliation Agent with such information that we may request from time to time in order to allow the Reconciliation Agent to perform reconciliation services for us in connection with the ATM Cash Services that we provide to you. Without limiting the generality of the foregoing, you shall instruct the Processor to notify the Reconciliation Agent by 9:00 a.m. PT on each Business Day of the amounts that have been received by each Network for ATM Cash withdrawn from each ATM during the previous Business Day (and if that previous day was not a Business Day, for each day prior for which no notification had been provided). These amounts for each day shall be referred to in this Amendment as "Reported ATM Withdrawals." The Reconciliation Agent will compare the Reported ATM Withdrawals with amounts that have been received by us from the Network for ATM withdrawals. In addition, you shall instruct the Processor to notify the Reconciliation Agent by 9:00 a.m. PT on each Business Day of the amounts that have been withdrawn from each applicable ATM due to Electronic Check Authorization Transactions, Point of Sale Transactions and Credit Card Cash Transactions during the previous Business Day (and if that previous day was not a Business Day, for each day prior for which no notification had been provided). These amounts for each day shall be referred to in this Amendment as "Reported Other Cash Withdrawals."

Each Business Day, the Reconciliation Agent shall perform reconciliation services for us in connection with the ATM Cash Services that we provide to you, including, without limitation, reconciling for us the Reported ATM Withdrawals with the Reimbursements for ATM Withdrawals and the Reported Other Cash Withdrawals with the amount that we have received for the Electronic Check Authorization Transactions, Point of Sale Transactions and Credit Card Cash Transactions. Every month there shall be an adjustment to the Adjustment Account for the net reconciliations during the month, based on the information provided to us by the Reconciliation Agent, which adjustments you authorize. If during that month: (i) the amount of the Reimbursements for ATM Withdrawals is less than the Reported ATM Withdrawals, we shall withdraw funds equal to the shortfall from the Adjustment Account and deposit the shortfall into the Reimbursement Account; and (ii) the amount of the Reimbursement for ATM Withdrawals is more than the Reported ATM Withdrawals, we shall transfer funds equal to the overage to the Adjustment Account. If during that month: (i) the amount that we received for Electronic Check Authorization Transactions, Point of Sale Transactions and Credit Card Cash Transactions is less than the Reported Other Cash Withdrawals, we shall withdraw funds equal to the shortfall from the Adjustment Account and deposit the shortfall into the Reimbursement Account; and (ii) the amount that we received for Electronic Check Authorization Transactions, Point of Sale Transactions and Credit Card Cash Transactions is more than the Reported Other Cash Withdrawals, we shall transfer funds equal to the overage to the Adjustment Account. The deposits and withdrawals described in this paragraph are referred to as "Reconcilements" elsewhere in this Amendment.

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As between you and us, you shall have sole responsibility to investigate and resolve any disputed or erroneous transaction in accordance with Regulation E, to resolve any disputed or erroneous Electronic Check Authorization Transaction, Point of Sale Transaction or Credit Card Cash Transaction, to recover from a cardholder or, with respect to an Electronic Check Authorization Transaction, Point of Sale Transaction or Credit Card Cash Transaction, other person the amount of any overpayment received by such cardholder or other person from an ATM, and to make an appropriate adjustment for any cardholder or, with respect to an Electronic Check Authorization Transaction, Point of Sale Transaction or Credit Card Cash Transaction, other person receiving an underpayment from an ATM. In the event that you are unable to recover funds from the cardholder, other person or any third party which are owing as a result of an overpayment or are unable to obtain funds from a third party which are owing to the cardholder or other person as a result of an underpayment, as between you and us, you shall have sole responsibility for such funds and shall be solely liable for remitting any funds owing as a result of such overpayment or underpayment.

Transition Procedures

In the event that you purchase any automated teller machines from another entity and would like us to provide ATM Cash Services with respect to such automated teller machines, you and we shall agree, in a separate written document, upon the procedures that will apply to transitioning such automated teller machines from such other entity's provider of currency to us.

Ownership of ATM Cash

You and we agree that all ATM Cash is at all times owned by us; that none of the ATM Cash shall at any time become your property or that of any other person; that so long as we provide the ATM Cash Services under this Amendment, the only currency that will be placed in the ATMs shall be ours; and that neither you nor any person, other than us and our agents, shall have any possessory or ownership rights to the ATM Cash under Section 362 of the Bankruptcy Code (or any successor provision). Under no circumstances shall you commingle or cause the commingling of the ATM Cash with currency belonging to you or any other person. You shall take all actions necessary or advisable to ensure and to evidence that all ATM Cash remains our sole and exclusive property until it is dispensed from the ATMs.

Neither you nor any other person (other than us, the Armored Carrier, the ATM Service Provider and any subcontractors of the Armored Carrier and ATM Service Provider that we have approved) shall have any access to, or right to access, any of the ATM Cash, except as such use relates to the dispensing of any of the ATM Cash in a bona fide cash withdrawal transaction from an ATM. In providing its routine maintenance services to the ATMs, the ATM Service Provider and any such subcontractor of the ATM Service Provider will from time to time require access to the cash drawer in the ATMs.

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You shall give us exclusive dominion and control over the cash drawer in each ATM, provided that the Armored Carrier, ATM Service Provider and any subcontractors of the Armored Carrier and ATM Service Provider that we have approved shall have access to the ATM Cash but only to the extent necessary to carry out their duties as reflected in this Amendment and subject to the terms and conditions of the Armored Carrier Agreement and the ATM Service Provider Agreement, respectively. You may have access to the remainder of the ATM for the purpose of performing routine maintenance or repairs, but you may not have access to the cash drawer without the presence of our officer or agent. You shall obtain any and all necessary consents to ensure that we may access each ATM during the normal business hours of the premises on which the ATM is located, including, without limitation, the consent of any lessor of such premises and the consent of any lessor of an ATM; provided, however, that you shall not be required to obtain any governmental or quasi-governmental consents which are required in connection with a non-patron accessing a gaming floor; and, provided, further, that if we are not able to access any ATM due to the absence of any such consent, you shall cause the Armored Carrier to immediately take such actions that we may request relating to the ATM Cash in such ATM, including, without limitation, moving the ATM to another location that is acceptable to us, so that we may access such ATM, or removing the ATM Cash from such ATM and making it available to us.

You shall ensure that each ATM has a sticker affixed inside it, where the cash drawer of the ATM is accessed, which shall read as follows:

“ALL CASH IN THIS ATM IS THE SOLE AND EXCLUSIVE PROPERTY OF BANK OF AMERICA.”

You shall ensure that each ATM maintains such a sticker so long as this Amendment is in effect.

Assignment of Reimbursements

You irrevocably assign to us all of your right, title and interest in and to the Reimbursements, and the right to receive such Reimbursements, in the amount of each and every withdrawal transaction of ATM Cash from an ATM. Such assignment includes all of your rights with regard to all withdrawals of ATM Cash from the ATMs.

You also agree that so long as we provide the ATM Cash Services herein, you shall not change the Processor for any ATM without our prior written consent and without first obtaining the execution of the Processor Consent to Assignment by the new Processor and delivering such executed document to us. Such document shall be substantially in the form set forth in Exhibit D hereof; provided, however, that any changes to such form shall be subject to our prior written consent. In the event that you change a Network, you shall ensure that all Reimbursements from the new Network are remitted to us.

Responsibility For Losses; Insurance

All risk of loss and liability with regard to all ATM Cash shall, as between you and us, be your responsibility, including but not limited to loss due to any natural disaster, theft or destruction of the ATM Cash, malfunction of equipment or malfeasance by any of your employees, agents, subcontractors, franchisees, or any other persons, including the Armored Carrier, the ATM Service Provider and any subcontractors of the Armored Carrier and the ATM Service Provider. Such assumption of risk extends from the time currency identified for delivery to the ATMs is delivered to Armored Carrier or is otherwise in the possession of the Armored Carrier, as applicable, or any subcontractor of the Armored Carrier, until the time it is dispensed from the ATM or redelivered to us by the Armored Carrier, or any subcontractor of the Armored Carrier, and with respect to which we have signed a manifest accepting such redelivery.

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Without in any way limiting your assumption of risk as set forth in this Amendment, you, each Armored Carrier, each ATM Service Provider and each subcontractor of such Armored Carrier and ATM Service Provider shall, at your and their own expense, respectively, obtain and maintain at all times the insurance described below to protect you and us from risk of loss. You, the Armored Carrier, the ATM Service Provider and any subcontractors of the Armored Carrier and the ATM Service Provider shall provide us with certificates of insurance evidencing these coverages and, upon demand, certified copies of policies and endorsements. You, the Armored Carrier, the ATM Service Provider and any subcontractors of the Armored Carrier and the ATM Service Provider shall name us as (i) an additional insured on your and their coverages described in Subsections (ii), (iii), (iv) and (v) below, using a form of endorsement that provides us with coverage coextensive to that obtained by you and them and all the insurers shall waive subrogation against us, in order to protect us from any and all expenses and/or liability, including, but not limited to, any and all of our independent and/or vicarious liability, which arises out of or relates to, or allegedly arises out of or relates to, your and/or their acts, omissions, operations, services and/or products, and (ii) as loss payee, as our interests may appear, on your and their coverages described in Subsections (vi) and (vii) below, as applicable. All such insurance shall be in a form reasonably acceptable to us and with a company qualified to do business in the jurisdiction in which the ATM Cash Services will be performed and having a rating of A-VII or better in the current Best's Insurance Reports published by A. M. Best Company and shall require the insurers to provide us with at least thirty (30) days' prior written notice of any applicable cancellation, expiration or change in coverage under the policies. All insurance coverages and limits required to be maintained by you, the Armored Carrier, the ATM Service Provider and any subcontractors of the Armored Carrier and the ATM Service Provider shall be free of self-insured retention and shall be primary and non-contributory to any insurance coverage maintained by us. All insurance coverages and limits required to be maintained by the Armored Carrier, the ATM Service Provider and any subcontractors of the Armored Carrier and the ATM Service Provider shall have a deductible in an amount that is acceptable to us. The policies shall be written for the following insurance coverages and in an amount not less than the following coverage limits:

(i) Workers' Compensation Insurance, which shall fully comply with the statutory requirements of all applicable state and federal laws.

(ii) Employer's Liability Insurance, with a minimum limit of \$500,000 per accident for bodily injury and \$500,000 per employee/aggregate for disease.

(iii) Commercial General Liability Insurance, with a minimum combined single limit of liability of \$1,000,000 per occurrence per location and \$2,000,000 aggregate for bodily injury, death, property damage and/or personal injury. This shall include products/completed operations coverage and broad form contractual coverage specifically for this Amendment.

(iv) Business Automobile Liability Insurance covering all owned, hired and non-owned vehicles and equipment used with a minimum combined single limit of liability of not less than \$1,000,000 for injury, death and/or property damage.

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(v) Excess coverage with respect to (ii), (iii) and (iv) above with a minimum combined single limit of \$5,000,000.

(vi) “All Risk” Property Insurance — Real property insurance on the ATM against fire, vandalism, malicious mischief and such other perils as are from time to time included in a standard extended coverage endorsement for all risks of direct physical loss or damage to the ATM; provided, however, that Armored Carrier and ATM Service Provider or any of their subcontractors shall not be required to maintain such insurance.

(vii) Cargo/Crime Insurance covering ATM Cash while in the care, custody or control of the Armored Carrier, ATM Service Provider or any subcontractors of the Armored Carrier and the ATM Service Provider, as applicable, whether located on or off our premises or vaults and/or while such property is in transit (including “over the curb” coverage), pursuant to the terms of this Amendment against loss due to robbery, burglary, misplacement, mysterious unexplainable disappearance, damage or destruction, fraudulent and dishonest acts of their employees, as well as loss from a variety of other crimes including theft and fraud; provided, however, that you shall not be required to maintain such Cargo/Crime Insurance. Unless otherwise agreed to in writing by us, the limit of such Cargo/Crime Insurance shall not be less than the greater of (i) \$50,000,000 per occurrence or (ii) the maximum amount of currency possible in any one armored car and the maximum amount of currency that any one ATM can hold; provided, however, that the limit of insurance for ATM Cash located on the premises of the Armored Carrier or any subcontractor of Armored Carrier shall not be less than \$500,000,000, unless otherwise agreed to in writing by us. The ATM Service Provider, Armored Carrier and any subcontractors of the Armored Carrier and the ATM Service Provider, as applicable, shall endorse such policy to include a “Client Coverage” or “Joint Payee Coverage” endorsement.

In addition to the above, you shall be solely responsible for, and shall indemnify us against, by means of a policy or self insurance, all risk of loss with respect to ATM Cash (i) while in the care, custody or control of the Armored Carrier, ATM Service Provider or any subcontractors of the Armored Carrier and the ATM Service Provider, as applicable, whether located on or off our premises or vaults and/or while such property is in transit (including “over the curb” coverage), and (ii) at each ATM and all ATMs in an amount equal to the maximum amount of currency that each such ATM and all such ATMs can hold.

If you, the Armored Carrier, ATM Service Provider, or any subcontractors of the Armored Carrier and the ATM Service Provider fail to obtain and maintain the insurance required, you, the Armored Carrier, the ATM Service Provider, and/or any subcontractors of the Armored Carrier and the ATM Service Provider, respectively, shall be liable for any and all losses that the insurance listed above would have covered in the same manner and to the same extent as if the required insurance coverage had been obtained. You, the Armored Carrier, the ATM Service Provider, and any subcontractors of the Armored Carrier and the ATM Service Provider shall remain liable for any and all expenses and/or liability, including, but not limited to, any vicarious and/or independent liability on our part, which arises out of or relates to, or allegedly arises out of or relates to, the services and/or materials provided by you, the Armored Carrier, the ATM Service Provider, and any subcontractors of the Armored Carrier and the ATM Service Provider, respectively, to the extent that such expenses and/or liability are not covered by their insurance carrier for any reason whatsoever and you, the Armored Carrier, the ATM Service Provider, and any subcontractors of the Armored Carrier and the ATM Service Provider shall indemnify us, defend us and hold us harmless against all claims, damages, losses and expenses, whether direct, indirect or consequential, relating thereto.

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Upon our request, you, the Armored Carrier, the ATM Service Provider, and any subcontractors of the Armored Carrier and the ATM Service Provider shall provide us with such financial information as we may require, from time to time, in order to evaluate any credit or other exposure that we may have as a result of providing you with the ATM Cash Services.

Representations and Warranties

In addition to the Representations and Warranties set forth in the Booklet, you represent and warrant to us that:

You are the owner or lessee of each ATM. Upon our purchase of all currency contained in each ATM, if applicable, no other person has any current superior possessory right, title or interest in or to any ATM or to the currency contained therein. Your entering into this Amendment will not violate or otherwise conflict with the terms of any other agreement. Except as otherwise expressly set forth in this Amendment, you have provided us with any and all consents that may be required for you to enter into this Amendment and/or for us to exercise our rights under this Amendment and no consent of any other person is required.

Each ATM has a separate locking compartment or safe for storage of the ATM Cash that is equipped with an electronic lock, which can only be accessed with a unique one-time access code or combination and a unique electronic touch contact key carried by the Armored Carrier. Each ATM has a security device, which will identify the passcode of each person who accesses the cash compartment of the ATM.

With regard to each ATM, you maintain no keys or passcodes to open cash drawers to the ATMs, although the Armored Carrier and the ATM Service Provider, and any subcontractors of the Armored Carrier and the ATM Service Provider that have been approved by us shall have access to the cash drawers as set forth herein by possessing such passcodes or keys. Except with regard to the Armored Carrier, the ATM Service Provider and any subcontractors of the Armored Carrier and the ATM Service Provider, no employee, franchisee, subcontractor or agent of yours shall have access to any ATM Cash.

None of the contracts you have with the Armored Carrier, the ATM Service Provider or any other person allows such person to successfully assert any interest of any kind, including but not limited to any lien, in or to the ATM Cash.

You agree that you shall be deemed to make and renew each representation and warranty in this Amendment on and as of each day on which the ATM Cash Services are provided.

Fees

You shall pay fees for the ATM Cash Services in accordance with the terms set forth in Exhibit E, which is attached to and made a part of this Amendment. Notwithstanding the foregoing, if our internal or external costs increase, we reserve the right to renegotiate the Cash Usage Fee and the Unit Prices for Cash Processing Fees that are set forth in Exhibit E. You acknowledge and agree that all applicable fees will be owing whether or not the ATMs can be used by cardholders or, with respect to Electronic Check Authorization Transactions, Point of Sale Transactions and Credit Card Cash Transactions, other persons to effect cash withdrawals due to an ATM malfunction, any natural disaster or any other reason.

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Term; Termination; Suspension

This Amendment shall be for an initial term of three years, commencing as of December 19, 2007, with the term automatically renewing for additional one year periods, unless either party gives at least 120 days' prior written notice of its intent to terminate at the end of such initial term or any subsequent renewal term, as applicable.

Notwithstanding the foregoing or anything to the contrary in the Booklet, the ATM Cash Services and this Amendment may be terminated at any time as set forth in (i) or (ii) below.

(i) In addition to the events listed in the Termination section of the General Provisions portion of the Booklet which allow us to terminate any Service immediately, each of the following events will also give us the right to immediately terminate the ATM Cash Services and this Amendment at any time:

(a) You enter into an agreement or arrangement with any person other than us ("New Provider") for that person to supply currency to any ATM covered hereunder while this Amendment is still in effect. Notwithstanding the foregoing you may enter into such agreement with a New Provider which will take effect upon the termination of this Amendment and we will reasonably cooperate to facilitate the transfer of responsibility to such New Provider in an orderly manner including the reconciliation of our ATM Cash upon such transfer; provided, however, that you shall be liable for any and all expenses incurred by us in connection such activities.

(b) You breach the security of any ATM so that you obtain or can obtain access to any ATM Cash, or if you, the ATM Service Provider or the Armored Carrier take any action or make any material representation inconsistent with our sole and exclusive ownership of the ATM Cash, including but not limited to attempting to grant to others any right, title or interest in the ATM Cash.

(c) We determine that you, the Armored Carrier(s) or any subcontractor of the Armored Carrier have failed to maintain a financial condition that we deem to be reasonably satisfactory to minimize any credit or other risks to us in providing the ATM Cash Services or we deem immediate termination to be necessary or appropriate to prevent a financial loss to us.

Notwithstanding the foregoing, if any such subcontractor fails to maintain a financial condition that we deem to be reasonably satisfactory to minimize any credit or other risks to us in providing the ATM Cash Services and is no longer acceptable to us, (i) we shall notify you and you shall immediately cause the Armored Carrier to (x) remove all ATM Cash in such subcontractor's vault and deliver it to such Armored Carrier's vault, or such other location that we specify, to be added to the cash inventory that we maintain at such location, and (y) enter into an arrangement with another subcontractor that is acceptable to us; and (ii) we shall cease providing any currency to such subcontractor and shall cease providing you ATM Cash Services relating to those ATMs that have been serviced by such subcontractor, unless and until such Armored Carrier has entered into an arrangement with another subcontractor that is acceptable to us and such subcontractor has executed such documents that we may request. In the event that the Armored Carrier fails to take such actions immediately, we may immediately terminate the ATM Cash Services and this Amendment.

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(d) You breach any representation or warranty set forth in the Booklet or this Amendment.

(e) You fail to comply with any covenant or agreement incorporated herein by reference pursuant to the Section entitled "Incorporation of Incorporated Agreement Provisions" below, subject to any applicable grace period and/or notice requirement set forth in Article VIII of the Incorporated Agreement (it being understood and agreed that any such notice requirement shall be met by a notice given under the Incorporated Agreement or under this Amendment).

(f) Any "Event of Default" specified in Article VIII of the Incorporated Agreement occurs and is continuing, without giving effect to any waiver or amendment thereof pursuant to the Incorporated Agreement.

(ii) Either you or we may terminate the ATM Cash Services and this Amendment, at any time, if required to do so by a regulatory authority having jurisdiction over you or us, respectively, or if we are prohibited by law from providing the ATM Cash Services, by giving the other party at least 120 days' prior written notice of your or our intent to terminate, unless a shorter notice is required by such regulatory authority or applicable law.

Upon termination, we may immediately remove all ATM Cash in the ATMs. The Armored Carrier and any subcontractor of the Armored Carrier shall take such actions as we may request in order to enable us to remove such ATM Cash.

If we believe that our provision of the ATM Cash Services may create a risk of financial loss for us, we may suspend our provision of the ATM Cash Services and remove any and all ATM Cash in the ATMs; provided, however, that if you take such action as we may request to eliminate such risk, we shall not suspend the ATM Cash Services, or, if we have suspended the ATM Cash Services, we shall reinstate our provision of the ATM Cash Services.

Incorporation of Incorporated Agreement Provisions

(a) Subject to subparagraphs (b) and (c) below, the following sections of the Incorporated Agreement are hereby incorporated herein by reference, and you shall comply with such sections as if set forth in full in this Amendment: Article VI (Affirmative Covenants (except that you need not separately deliver financial statements, certificates and notices otherwise delivered to the agent under the Incorporated Agreement)), Article VII (Negative Covenants), and Article VIII (Events of Default) (with respect to Sections 8.01(a)-(d), as they pertain to the Incorporated Agreement). In addition, whenever you are deemed to make the representations and warranties set forth above or in the Booklet, you shall also be deemed to make, as an additional representation and warranty thereunder (including for purposes of the Section entitled "Term; Termination; Suspension" above), the representations and warranties contained in Article V (Representations and Warranties) of the Incorporated Agreement.

(b) All sections of the Incorporated Agreement incorporated or referred to herein shall mean the Incorporated Agreement as amended, restated or modified from time to time pursuant only to amendments, restatements or other modifications consented to by us, as Lender under the Incorporated Agreement. A waiver of any Default or Event of Default (as defined in the Incorporated Agreement) occurring under any provision of the Incorporated Agreement will not operate to waive a Default or Event of Default occurring under this Amendment by reason of such provision being incorporated herein without our separate consent under this Amendment. If the Incorporated Agreement is terminated, cancelled, discharged or replaced, references herein to the Incorporated Agreement shall mean the equivalent sections of any new agreement agreed upon by us and you at such time or, failing such agreement, to the Incorporated Agreement as in effect for purposes of this Amendment immediately prior to such termination.

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(c) All provisions of the Incorporated Agreement incorporated or referred to herein shall be deemed to include all pertinent definitions, provisions, schedules and exhibits used or referred to in such provisions. All references in such provisions to “Agreement,” “Loan Documents,” “Administrative Agent,” “Lenders,” “Borrower,” “Commitments,” “Loans” “Obligations,” and correlative terms, shall be deemed to refer *mutatis mutandis* to this Amendment, to you and us, to your obligations and to the comparable provisions in this Amendment.

General Matters

Upon our written request, you shall provide us with a copy of each of your agreements with the Sponsoring Financial Institution(s), the Processor(s), the Armored Carrier(s) and the ATM Service Provider(s).

You agree that we and/or our agents may from time to time (i) audit such books and records of yours which we determine relate to this Amendment in order to verify your compliance with this Amendment, and (ii) inspect the ATMs to verify your compliance with this Amendment and that any audit may occur at any time during your normal business hours and any inspection may occur any time during the normal business hours of the premises on which the ATM is located. The Armored Carrier, the ATM Service Provider, and any subcontractors of the Armored Carrier and the ATM Service Provider shall take such actions as we may request in order to enable us to perform such inspection. You also agree that we and/or our agents may from time to time audit (i) the books and records of any Armored Carrier and/or any subcontractors of the Armored Carrier to verify their compliance with this Amendment and the Armored Carrier Agreement, and (ii) all ATM Cash in their possession or in the ATMs, and such Armored Carrier and/or subcontractor shall allow us to do so on our request. In addition, we reserve the right to audit (and/or have our agents audit) the books and records of the ATM Service Provider and any subcontractors of the ATM Service Provider to verify their compliance with this Amendment and the ATM Service Provider Agreement. You, the Armored Carrier, the ATM Service Provider and any subcontractors of the Armored Carrier and the ATM Service Provider agree to provide to us and our agent, at no expense to either of us, such clerical and other assistance as may be reasonably requested in connection with such audits. We shall not be required to give any advance notice of any such audit.

Definitions

“Adjustment Account” means a deposit account owned and maintained by you to handle Reconcilements, Regulation E claims, other unresolved claims, discrepancies relating to the reconciliation of Reported ATM Withdrawals with Reimbursement for ATM Withdrawals, discrepancies relating to the reconciliation of Reported Other Cash Withdrawals with the amount that we have received for such Electronic Check Authorization Transactions, Point of Sale Transactions and Credit Card Cash Transactions, and/or other discrepancies.

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“Armored Carrier” means each of the entities that have executed Exhibit B herein, with whom you have entered into contracts to supply each ATM with currency and/or any other armored carrier that replaces any of the foregoing carrier(s), subject, however, to our prior written consent.

“ATM” means each automated teller machine owned or leased by you which is listed on Exhibit A hereto, as such exhibit may be amended from time to time. Only cardholders from whom the Networks can obtain Reimbursement payments, or persons who conduct an Electronic Check Authorization Transaction, a Point of Sale Transaction or a Credit Card Cash Transaction, can receive cash from ATMs.

“ATM Cash” means (i) any and all currency that we have furnished to an Armored Carrier or a subcontractor of an Armored Carrier from our cash vaults and/or the vaults of Armored Carrier or a third party at which our cash inventory is maintained, for delivery to an ATM by such Armored Carrier or such subcontractor, whether or not such currency has been delivered to an ATM; (ii) any and all currency delivered to and maintained in each ATM before it is disbursed to a cardholder making a withdrawal transaction or to a person pursuant to an Electronic Check Authorization Transaction, a Point of Sale Transaction or a Credit Card Cash Transaction, as more thoroughly described herein; and (iii) any and all currency that has been removed from an ATM by an Armored Carrier or a subcontractor of an Armored Carrier for redelivery to Bank until it has been returned to Bank’s cash vault (or a vault of a third party at which Bank maintains a cash inventory) and Bank (or such third party) has signed a manifest accepting such currency.

“ATM Cash Services” means the ATM Cash Services provided by us to you pursuant to the terms of this Amendment.

“ATM Service Provider” means each of the entities that have executed Exhibit C herein, with whom you have contracted to provide maintenance services with regard to each ATM and/or any other ATM service provider that replaces any of the foregoing provider(s), subject, however, to our prior written consent.

“Electronic Check Authorization Transaction” means a cash withdrawal transaction at an ATM by a person which does not involve a card and which results in an electronic debit to such person’s checking account made through the automated clearing house system.

“Credit Card Cash Transaction” means a cash withdrawal transaction at an ATM by a person using a credit card and who is identified at the ATM through facial biometrics.

“Incorporated Agreement” means that certain Second Amended and Restated Credit Agreement dated as of November 1, 2006, as amended to the date hereof, among Global Cash Access Holdings, Inc., Global Cash Access, Inc., the lenders from time to time party thereto, and Bank of America, N.A., as administrative agent, letter of credit issuer and swing line lender.

“Network” means each electronic payment network with whom your Sponsoring Financial Institution has contracted to cause the appropriate amount of funds to be withdrawn from the relevant cardholder’s account and to make Reimbursement payments for each withdrawal transaction.

“Point of Sale Transaction” means a cash withdrawal transaction at an ATM by a person using a debit card, which is subject to a Point of Sale dollar limit, rather than an ATM dollar limit.

“Processor” means USA Payment Systems, Inc., with whom you have contracted to cause transactions to be submitted to the Networks for authorization and settlement and/or any other processor that replaces any of the foregoing processor(s), subject, however, to our prior written consent.

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“Reconciliation Agent” means Palm Desert National Bank or such other entity that we designate from time to time in writing.

“Reimbursement” means the reimbursement payment for each withdrawal of ATM Cash from an ATM, other than a withdrawal due to an Electronic Check Authorization Transaction, a Point of Sale Transaction or a Credit Card Cash Transaction.

“Reimbursement Account” means our deposit account #12334-42044 or such other account as we may designate in writing to you into which the Network(s) shall deposit Reimbursements and which will be used for the settlement of monthly Reconciliations.

“Sponsoring Financial Institution” means any state or national bank that sponsors or otherwise enables you to have access to one or more Networks.

IN WITNESS WHEREOF, each of the parties has caused this Amendment to be executed as the date first set forth above by its duly authorized officer.

GLOBAL CASH ACCESS, INC.

By: /s/ Scott Betts
Name: Scott Betts
Title: CEO / President

Revised 12/14/07

BANK OF AMERICA, N.A.

By: /s/ Rhonda Sweeney
Name: Rhonda Sweeney
Title: SVP / Treasury Products Officer

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EXHIBIT A
LIST OF ATMs

<u>Location</u>	<u>Address</u>	<u>City</u>	<u>State</u>	<u>Zip</u>	<u>Terminal ID</u>	<u>Armored Carrier</u>
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GLOBAL CASH ACCESS, INC.

By: _____
Name: _____
Title: _____

BANK OF AMERICA, N.A.

By: _____
Name: _____
Title: _____

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EXHIBIT B

ARMORED CARRIER AGREEMENT

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EXHIBIT C

ATM SERVICE PROVIDER AGREEMENT

This ATM Service Provider Agreement is entered into this _____ day of _____, 20 __, by and among _____ (the "ATM Service Provider"), Global Cash Access, Inc. ("Client"), and Bank of America, N.A. ("Bank").

RECITALS

Bank and Client have entered into an ATM Cash Services Amendment dated as of _____ (the "Amendment"), whereby automated teller machines owned or leased by Client and identified in Exhibit A, as amended from time to time, to the Amendment, ("ATMs") will be stocked with cash belonging to Bank ("ATM Cash").

Bank and Client have entered into an agreement with one or more armored carriers to provide ATM services to Client in connection with the Amendment (each an "Armored Carrier").

The ATM Service Provider has entered into an agreement with Client to provide ATM maintenance services to Client, including the maintenance and repair of ATMs, which may require access to the locked cash drawers within the ATMs.

The ATM Service Provider understands that the execution of this Agreement is a condition precedent to Bank providing services to Client under the ATM Cash Services Amendment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the ATM Service Provider, Bank and Client hereby agree as follows:

1. **Subcontractors and Services**. The ATM Service Provider shall not use any subcontractor without Bank's prior written consent and, if Bank provides such consent, such subcontractor shall execute such documents that Bank may request; and, provided, further, that the ATM Service Provider shall cause each such subcontractor to comply with all applicable obligations and other terms and conditions set forth in this Agreement. The ATM Service Provider and any subcontractor of the ATM Service Provider that has been approved by Bank shall have access to the locked cash drawers within the ATMs for the sole purpose of providing routine maintenance services to the ATMs.

2. **Ownership of ATM Cash**. The ATM Service Provider and any subcontractor of the ATM Service Provider acknowledge and agree that all of the ATM Cash is owned by Bank. At no time shall the ATM Cash become the property of ATM Service Provider, any subcontractor of the ATM Service Provider or anyone else until it is duly withdrawn from an ATM by a cardholder. At no time shall the ATM Cash become subject to any manner of lien, security interest, attachment, levy or other process or agreement created by, for or on behalf of the ATM Service Provider or any subcontractor of ATM Service Provider. The ATM Service Provider and any subcontractor of ATM Service Provider shall take no action, or cause any action to be taken, which would cause the ATM Cash to be treated as property of the ATM Service Provider, any subcontractor of the ATM Service Provider or any person other than Bank.

3. **Fees**. All fees for the ATM Service Provider services shall be paid by Client.

4. **Other Agreements**. The ATM Service Provider and any subcontractor of ATM Service Provider acknowledge and agree that nothing contained in this ATM Service Provider Agreement conflicts with any provision of their contracts or agreements to provide ATM maintenance services to Client.

5. **Insurance**. The ATM Service Provider and any subcontractor(s) of ATM Service Provider shall, at their own expense, obtain and maintain at all times the insurance described below to protect Bank from risk of loss. The ATM Service Provider and any subcontractor(s) of the ATM Service Provider shall provide Bank with certificates of insurance evidencing these coverages and, upon demand, certified copies of policies and endorsements. The ATM Service Provider and any subcontractor(s) of the ATM Service Provider shall name Bank as (i) an additional insured on their coverages described in Subsections (ii), (iii), (iv) and (v) below, using a form of endorsement that provides Bank with coverage coextensive to that obtained by them and all the insurers shall waive subrogation against Bank, in order to protect Bank from any and all expenses and/or liability, including, but not limited to, any and all of Bank's independent and/or vicarious liability, which arises out of or relates to, or allegedly arises out of or relates to, their acts, omissions, operations, services and/or products, and (ii) as loss payee, as Bank's interests may appear, on their coverages described in Subsection (vi) below.



All such insurance shall be in a form reasonably acceptable to Bank and with a company qualified to do business in the jurisdiction in which the ATM Cash Services will be performed and having a rating of A-VII or better in the current Best's Insurance Reports published by A. M. Best Company and shall require the insurers to provide Bank with at least thirty (30) days' prior written notice of any applicable cancellation, expiration or change in coverage under the policies. All insurance coverages and limits required to be maintained by the ATM Service Provider and any subcontractor(s) of the ATM Service Provider shall be free of any self-insured retention, shall have a deductible in an amount that is acceptable to Bank, and shall be primary and non-contributory to any insurance coverage maintained by Bank. The policies shall be written for the following insurance coverages and in amount not less than the following coverage limits:

(i) Workers' Compensation Insurance, which shall fully comply with the statutory requirements of all applicable state and federal laws.

(ii) Employer's Liability Insurance, with a minimum limit of \$500,000 per accident for bodily injury and \$500,000 per employee/aggregate for disease.

(iii) Commercial General Liability Insurance, with a minimum combined single limit of liability of \$1,000,000 per occurrence per location and \$2,000,000 aggregate for bodily injury, death, property damage and/or personal injury. This shall include products/completed operations coverage and broad form contractual coverage specifically for this Agreement.

(iv) Business Automobile Liability Insurance covering all owned, hired and non-owned vehicles and equipment used with a minimum combined single limit of liability of not less than \$1,000,000 for injury, death and/or property damage.

(v) Excess coverage with respect to (ii), (iii) and (iv) above with a minimum combined single limit of \$5,000,000.

(vi) Cargo/Crime Insurance covering ATM Cash while in the care, custody or control of the ATM Service Provider and any subcontractor(s) of the ATM Service Provider, whether located on or off Bank's premises or vaults and/or while such property is in transit (including "over the curb" coverage), pursuant to the terms of this Agreement against loss due to robbery, burglary, misplacement, mysterious unexplainable disappearance, damage or destruction, and fraudulent and dishonest acts of their employees, as well as loss from a variety of other crimes including theft and fraud. Unless otherwise agreed to in writing by Bank, the limit of insurance shall not be less than the greater of (i) \$50,000,000 per occurrence or (ii) the maximum amount of currency that any one ATM can hold. The ATM Service Provider or any subcontractor(s) of the ATM Service Provider, as applicable, shall endorse such policy to include a "Client Coverage" or "Joint Payee Coverage" endorsement.

If the ATM Service Provider or any subcontractor(s) of the ATM Service Provider fail to obtain and maintain the insurance required, the ATM Service Provider and/or any subcontractor(s) of the ATM Service Provider, respectively, shall be liable for any and all losses that the insurance listed above would have covered in the same manner and to the same extent as if the required insurance coverage had been obtained. The ATM Service Provider and any subcontractor(s) of the ATM Service Provider shall remain liable for any and all expenses and/or liability, including, but not limited to, any independent and/or vicarious liability on Bank's part, which arises out of or relates to, or allegedly arises out of or relates to, the services and/or materials provided by the ATM Service Provider and any subcontractor(s) of the ATM Service Provider, to the extent that such expenses and/or liability are not covered by their insurance carrier for any reason whatsoever and the ATM Service Provider and any subcontractors of the ATM Service Provider shall indemnify, defend and hold harmless Bank against all claims, damages, losses and expenses, whether direct, indirect or consequential, relating thereto, which arise out of or relate to any disputes or legal actions by persons other than ATM Service Provider or Bank.

Upon Bank's request, the ATM Service Provider and any subcontractor(s) of the ATM Service Provider shall provide Bank with such financial information as Bank may require, from time to time, in order to evaluate any credit or other exposure that Bank may have as a result of providing Client with the ATM Cash Services.

6. **Audit.** Upon Bank's request, the ATM Service Provider and any subcontractor(s) of the ATM Service Provider shall give Bank and/or its agent the right to audit their books and records to ensure their compliance with the provisions of this Agreement and the Amendment. Bank shall not be required to give any advance notice of such audit. The ATM Service Provider and any subcontractor(s) of the ATM Service Provider shall provide Bank and its agent, at Client's expense, such clerical and other assistance as may be reasonably requested in connection with such audit.

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7. **Indemnification**. Client, the ATM Service Provider and any subcontractor(s) of the ATM Service Provider shall jointly and severally indemnify and hold harmless Bank from and against any and all liabilities, claims, costs, expenses and damages of any nature (including, without limitation, allocated costs of staff counsel, other reasonable attorneys' fees and any fees and expenses) arising out of or relating to disputes or legal actions concerning the services provided in connection with this Agreement.

8. **Termination**. This Agreement may be terminated by any party upon thirty (30) days' prior written notice. Notwithstanding the foregoing, (i) Bank may terminate this Agreement immediately in the event Bank believes that immediate termination is necessary or appropriate in order to prevent a financial loss to Bank; and (ii) this Agreement shall terminate immediately upon the termination of the Amendment or the agreement between the ATM Service Provider and Client with respect to the provision of ATM maintenance services to Client. The termination of this Agreement shall not affect the rights and obligations of the parties that have accrued prior to such termination. Sections 2, 3, 6, 7, 8, 13 and 15, and the last proviso clause of the first sentence of Section 1 of this Agreement shall survive the termination of this Agreement. Section 5 shall survive the termination of this Agreement until such time that all ATM Cash is returned to Bank.

9. **Waiver**. No delay or failure to exercise any right or remedy under this Agreement shall be deemed to be a waiver of such right or remedy. No waiver of a single breach or default under this Agreement shall be a waiver of any other breach or default. Any waiver under this Agreement shall be in writing.

10. **Entire Agreement; Amendments**. This Agreement constitutes the entire agreement among the parties hereto and supersedes all prior agreements, proposals and understandings, if any, relating to the subject matter of this Agreement. Notwithstanding the foregoing, the parties acknowledge and agree that they may have additional rights and obligations pursuant to separate bilateral agreements between them. This Agreement may be amended only by a writing signed by all parties hereto.

11. **Notices**. Any written notice to be given under this Agreement shall be hand-delivered, return receipt requested, or mailed, by certified mail, postage prepaid, return receipt requested to each party at its address set forth on the signature page of this Agreement or to such other address as a party may specify in writing to the other parties.

12. **Severability**. If any provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid, unlawful, void or unenforceable, such provision shall be construed by the parties to be severed from this Agreement, and the remaining provisions of this Agreement shall remain in effect.

13. **Dispute Resolution**. Any dispute, controversy or claim arising out of or relating to this Agreement shall be decided by binding arbitration conducted in the United States of America (except as the parties may otherwise agree in writing) in accordance with the United States Arbitration Act (Title 9, U.S. Code) under the Commercial Arbitration Rules of the American Arbitration Association.

14. **Law**. This Agreement shall be governed by and interpreted in accordance with the laws of _____, without reference to that state's principles of conflicts of law.

15. **Limitation of Liabilities; Force Majeure**. Except as otherwise provided herein, Bank shall be liable only for actual damages incurred as a direct result of Bank's gross negligence or willful misconduct. Bank shall not be liable under any circumstances for any special, indirect, exemplary or consequential damages, including lost profits. Bank shall not be liable for and shall be excused from any failure or delay in performing its obligations under this Agreement if such failure or delay is caused by circumstances beyond Bank's reasonable control, including, without limitation, any natural disaster (such as earthquakes or floods), emergency conditions (such as war, riot, fire, theft or labor dispute), legal constraint or governmental action or inaction, breakdown or failure of equipment, breakdown of any supplier or any act, omission, negligence or fault of Client, the ATM Service Provider or any subcontractor(s) of the ATM Service Provider.

16. **Successors and Assigns**. This Agreement shall be binding upon the parties to this Agreement and their successors and assigns; provided, however, that Client and the ATM Service Provider shall not assign or transfer any of their rights or obligations without Bank's prior written consent.

17. **Counterparts**. This Agreement may be executed in multiple counterparts, each being deemed an original and this being one of the counterparts, but all of which shall constitute one and the same instrument.

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IN WITNESS WHEREOF , the ATM Service Provider, Client and Bank have caused this ATM Service Provider Agreement to be executed as of the date first written above, by their respective officers, each duly authorized.

ATM Service Provider

By: _____
Name: _____
Title: _____

Address for Notices:

Client

By: _____
Name: _____
Title: _____

Address for Notices:

BANK OF AMERICA, N.A.

By: _____
Name: _____
Title: _____

Address for Notices:

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EXHIBIT D

PROCESSOR CONSENT TO ASSIGNMENT

USA Payment Systems, Inc. (“Processor”) has been informed that Global Cash Access, Inc. (“Client”) has entered into an ATM Cash Services Amendment with Bank of America, N.A. (“Bank”), whereby automated teller machines owned or leased by Client (“ATMs”) will be stocked with cash belonging to Bank (“ATM Cash”).

Processor has entered into an agreement with Client to provide electronic payment processing services to Client, which include causing certain electronic payment networks (“Networks”) to collect from participating cardholder banks reimbursement payments with regard to withdrawals of ATM Cash from the ATMs (“Reimbursements”), and causing the Networks to pay the Reimbursements to Client or to its order.

As part of the ATM Cash Services Amendment, Bank has received from Client an irrevocable assignment of the Reimbursements.

It is a condition to providing services to Client under the ATM Cash Services Amendment that Bank receive from Processor its consent to the assignment of the Reimbursements as set forth herein.

As a result and for valid consideration, the receipt and sufficiency of which are hereby acknowledged, Processor agrees as follows:

1. Processor consents to the irrevocable assignment of all Reimbursements to Bank. Processor represents and warrants to Bank that it has the right to direct the payment of Reimbursements with regard to withdrawal transactions from each ATM and that Bank’s right to receive Reimbursements extends to the full amount of each ATM withdrawal transaction.

2. Processor will promptly notify Bank if Processor receives any instruction, request or other communication from Client attempting to discontinue or alter Processor’s payment of Reimbursements to Bank. Processor shall not comply with any such instruction, request or other communication.

3. Processor shall cause the Networks to remit the Reimbursements to the following account of Bank, or such other account as Bank may direct in writing:

Bank of America
ABA No. _____
Account No. _____
Account Name: Bank of America — Global Cash Access, Inc.

Processor shall cause such Reimbursements (together with the surcharges and interchange fees) to be remitted to such account no later than the Network Settlement Time (as defined below) on the second Business Day that succeeds the day on which each such transaction occurs or is deemed to occur, as applicable on the same business day that the Processor receives such Reimbursements from the Network. The “Network Settlement Time” is the time on a Business Day by which the Network performs its daily settlement of transactions consummated since the Network Settlement Time on the first Business Day that precedes such day. Transactions that are consummated after the Network Settlement Time on a Business Day or on any day other than a Business Day shall be deemed to occur prior to the Network Settlement Time on the first Business Day that succeeds such day.

Such payments will be made without set-off, deductions or other claims; Processor waives any and all rights or claims it may have with regard to each Reimbursement payment that is made to Bank.

5. Processor acknowledges and agrees that the assignment of the Reimbursements to Bank by Client is irrevocable. Processor will continue to cause the Networks to make Reimbursement payments to Bank (i) regardless of any contrary instructions it may receive from Client or any person other than Bank, (ii) regardless of the financial status, insolvency or bankruptcy of Client, and (iii) until Bank provides it with written direction for it to cease having such payments made.

6. Processor acknowledges and agrees that, pursuant to the ATM Cash Services Amendment, Bank is the owner of the ATM Cash and is entitled to receive the Reimbursements. Processor acknowledges and agrees that none of the ATM Cash will constitute the property of Client and that Client has no ownership or possessory rights to the ATM Cash under Section 362 of the Bankruptcy Code (or any successor provision).

7. Processor acknowledges and agrees that nothing contained in this Processor Consent to Assignment conflicts with any provision of its contracts or agreements to provide payment processing services to Client.

8. In the event that the Processor fails to comply with any of the terms and conditions set forth in this Processor Consent to Assignment, it shall be liable to Bank for any and all damages incurred by Bank as a result thereof.

This Processor Consent to Assignment is duly executed by an authorized officer of Processor and shall remain in full force and effect until (i) the termination of the ATM Cash Services Amendment or the agreement between Client and Processor relating to the provision of payment processing services, and (ii) all Reimbursements have been remitted to Bank in accordance with terms set forth herein. Notwithstanding the foregoing, Sections 1, 6, 7 and 8 shall continue to remain in effect thereafter.

Dated _____, ____

USA Payment Systems, Inc.

By: _____

Name: _____

Title: _____

Amendment to Treasury Services
Terms and Conditions Booklet

EXHIBIT E

FEES FOR ATM CASH SERVICES

1. Cash Processing Fees :

Depository Services	Unit Price
Vault Deposit	\$ 1.00
Vault Deposit Extended Hours	\$ 2.00
Change Order per request, per vault	\$ 2.50
Standing Change Order per request, per vault	\$ 1.50
Late Change Order	\$ 8.00
Emergency Change Order	\$ 100.00
Currency Supplied per each \$100 supplied	\$.013
Currency Deposited per each \$100 supplied	\$.06
Deposit Correction per corrected deposit	\$ 6.00

Other account related charges will be based upon our prevailing commercial schedule of fees in effect from time to time.

2. Cash Usage Fee :

Our Cash Usage Fee is set forth below.

Average Daily Cash Balance x One Month LIBOR + 25 basis points.

“The Average Daily Cash Balance” means (i) for each day in the monthly period, the total amount of ATM Cash, plus amounts due but not yet received from the Network, plus any amounts due but not yet paid to us for Reconcilements where there are insufficient funds in the Adjustment Account; (ii) aggregated for all days in that monthly period, and (iii) divided by the number of days in that monthly period.

“One Month LIBOR” means the rate determined by referring to the rate set forth on the Telerate Screen for the London Interbank Offered Rate for one-month US Dollar deposits for each day that the rate is published in that month (“LIBOR Days”), aggregating those rates and dividing that sum by the number of LIBOR Days in that month. That average is then multiplied by a fraction, the numerator of which is the number of days in that year and the denominator is 360. That product is then multiplied by a fraction, the numerator is the number of days in that month and the denominator is the number of days in that year.

3. Reconciliation Fee :

You will pay us the fees and charges of the Reconciliation Agent in performing its reconciliation services to us with regard to the ATM Cash Services. We shall pass such fees and charges through to you.

GLOBAL CASH ACCESS, INC.

By: _____
Name: _____
Title: _____

BANK OF AMERICA, N.A.

By: _____
Name: _____
Title: _____

Amendment to Treasury Services
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