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): May 10, 2016 (May 9, 2016)

Everi Holdings Inc.

(Exact name of registrant as specified in its charter)

Delaware	**001-32622**	**20-0723270**
(State or other Jurisdiction of Incorporation)	(Commission File Number)	(IRS Employer Identification No.)

7250 S. Tenaya Way, Suite 100 **Las Vegas, Nevada**	**89113**
(Address of Principal Executive Offices)	(Zip Code)

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

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

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

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 2.02. Results of Operations and Financial Condition.

On May 10, 2016, Everi Holdings Inc. (the "Company") issued a press release announcing its results of operations for the three months ended March 31, 2016. A copy of the press release is attached hereto as Exhibit 99.1.

The information in this Item 2.02 shall not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, nor shall it be deemed incorporated by reference in any filing under the Securities Act of 1933, as amended, except as shall be expressly set forth by specific reference in such filing.

Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

Appointment of Michael D. Rumbolz as President and Chief Executive Officer

On May 10, 2016, the Board of Directors of the Company (the "Board") appointed Michael D. Rumbolz, age 62, as President and Chief Executive Officer effective May 10, 2016. Mr. Rumbolz had been serving as Interim President and Chief Executive Officer of the Company since February 13, 2016 and as a member of the Board since August 2010.

From August 2008 to August 2010, Mr. Rumbolz served as a consultant to the Company advising the Company upon various strategic, product development and customer relations matters. Mr. Rumbolz served as the Chairman and Chief Executive Officer of Cash Systems, Inc., a provider of cash access services to the gaming industry, from January 2005 until August 2008 when the company acquired Cash Systems, Inc. Mr. Rumbolz also has provided various consulting services and held various public and private sector employment positions in the gaming industry, including serving as Member and Chairman of the Nevada Gaming Control Board from January 1985 to December 1988. Mr. Rumbolz is a Director of Seminole Hard Rock Entertainment, LLC. Mr. Rumbolz is also the former Vice Chairman of the Board of Casino Data Systems, was the President and Chief Executive Officer of Anchor Gaming, was the Director of Development for Circus Circus Enterprises (later Mandalay Bay Group) and was the President of Casino Windsor at the time of its opening in Windsor, Ontario. In addition, Mr. Rumbolz is the former Chief Deputy Attorney General of the State of Nevada.

In connection with his appointment as President and Chief Executive Officer of the Company, on May 10, 2016, the Company and Mr. Rumbolz entered into an amendment to his Employment Agreement, effective May 10, 2016 (the "Amendment") . The Amendment provides, among other things, that Mr. Rumbolz is eligible for a discretionary annual bonus in an amount of up to 150% of his then current base salary depending upon the achievement of certain performance criteria and goals to be determined. The target amount of the discretionary bonus, assuming the achievement of performance criteria and goals, is 100% of his then current base salary.

In connection with his appointment as Interim President and Executive Officer, effective February 13, 2016, Mr. Rumbolz was eligible to receive a one-time bonus of $100,000 upon the commencement of employment by the Company of a successor President and Chief Executive Officer on a non-interim basis. Since Mr. Rumbolz was appointed the successor President and Chief Executive Officer of the Company, he will not receive such bonus.

Mr. Rumbolz will continue to serve on the Board as a Class II director, the term of which expires at the Company's 2016 annual meeting of stockholders to be held on May 23, 2016.

A copy of the Amendment is attached hereto as Exhibit 10.1 and is incorporated herein by reference. The foregoing description of the Amendment does not purport to be complete and is qualified in its entirety by reference to the full text of the Amendment.

Appointment of Linster W. Fox as a Director

On May 9, 2016, the Board of the Company appointed Mr. Linster W. Fox, age 67, to the Board, effective as of May 11, 2016. Mr. Fox was appointed as a Class III director to serve for a term expiring at the 2017 annual meeting of stockholders, or until his respective successor is elected or qualified or until his earlier resignation or removal.

Mr. Fox served as Executive Vice President, Chief Financial Officer and Secretary of SHFL Entertainment, Inc., from 2009 up until the company's sale to Bally Technologies, Inc. in November 2013. Most recently, he has served on the executive advisory board of the Lee Business School at the University of Nevada-Las Vegas since 2015. Mr. Fox also served as interim Chief Financial Officer of Vincotech in 2009 and as Executive Vice President, Chief Financial Officer and Secretary of Cherokee International Corp. from 2005 to 2009. He has also served in a variety of executive roles over the course of 18 years at Anacomp, Inc., including Executive Vice President and Chief Financial Officer and as a member of the company's Board of Directors. He began his career as an accountant at PriceWaterhouseCoopers LLC, is a Certified Public Accountant and has a B.S.B.A. from Georgetown University in Washington, D.C.

As a non-employee director of the Company, Mr. Fox will be granted, in connection with his appointment, on the effective date, an option to purchase 100,000 shares of the Company's common stock, $0.001 par value per share ("Common Stock"), under the Company's 2012 Equity Incentive Plan at an exercise price equal to the fair market value of the Common Stock at the date of grant. The options will have a term of ten years, and will vest in four equal annual installments beginning on May 11, 2017; provided, however, that the options will vest in their entirety upon a change of control of the Company. Mr. Fox will also receive an annual fee of $50,000 for serving on the Board and an additional annual fee of $9,375 for serving on each standing committee of the Board to which he is appointed (and an additional annual fee if he serves as a chairperson of a standing committee), and will be eligible to receive annual equity awards under the Company's 2014 Equity Incentive Plan (the "2014 Plan") or 2012 Equity Incentive Plan (as amended, the "2012 Plan"), on the same basis as other non-employee directors (with such grants to vest according to the same schedule as the initial grant). The Company will enter into its standard director indemnification agreement with Mr. Fox, a form of which is filed as Exhibit 10.27 to the Company's Registration Statement on Form S-1, filed March 22, 2005.

The Board has determined that Mr. Fox will be an independent director for purposes of the New York Stock Exchange rules. In addition, Mr. Fox was appointed to serve as a member of the Audit Committee (and determined to be an Audit Committee Financial Expert), the Nominating and Corporate Governance Committee and the Compensation Committee of the Board, effective as May 11, 2016.

Mr. Fox was not appointed pursuant to any arrangement or understanding with any other person.

Resignation of Fred C. Enlow as a Director

On May 9, 2016, Fred C. Enlow, age 76, advised the Company of his intention to retire as a Class III Director of the Board of Directors of the Company effective as of May 9, 2016. Mr. Enlow's decision to retire did not involve any disagreement with the Company, the Company's management or the Board. Mr. Enlow, who is currently a member of the Company's Audit Committee, Compensation Committee, Nominating and Corporate Governance Committee and Chair of the Chief Executive Officer Search Committee, has been a member of the Board of Directors of the Company since October 2006. Upon Mr. Enlow's retirement from the Board, the exercise period for any option to purchase shares of the Company's Common Stock, to the extent unexercised and exercisable for vested shares of Common Stock on May 9, 2016, will be extended to the earlier of May 9, 2019 (the third anniversary of the effective date of retirement) and the option expiration date set forth in the applicable grant document (generally, ten years from the date of grant). As a member of the Board of Directors, Mr. Enlow has helped guide the Company through several acquisitions, key management changes and successful conclusion of several investigatory and regulatory matters.

On May 10, 2016, the Company issued a press release announcing the appointment of Mr. Rumbolz as President and Chief Executive Officer, the appointment of Mr. Fox as a member of the Board and the resignation of Mr. Enlow as a member of the Board, a copy of which is attached hereto as Exhibit 99.1.

Form and Notice of Option Awards under the Company's Equity Incentive Plans

On May 9, 2016, the Board approved a form of performance-based stock option award for non-employee directors and executives under the 2014 Plan. The exercise price per share of the performance-based options will be the fair market value of a share of Common Stock on the grant date of such options. Twenty-five percent (25%) of the total number of shares underlying the performance-based options shall vest on each of the first four anniversaries of the vesting start date (disregarding any resulting fractional share) (each such vesting date, a "Vesting Date," and each such vesting tranche, a "Tranche"), provided that as of the Vesting Date for each Tranche the closing price of the Common Stock is fifty percent (50%) above the exercise price (the "Price Hurdle"). If the Price Hurdle is not met as of the Vesting Date for a Tranche, then the Tranche shall vest on the last day of a period of thirty (30) consecutive trading days during which the closing price is at least the Price Hurdle. Upon a change in control of the Company, the shares underlying the performance-based options shall vest if a non-employee director's service or an executive's employment is terminated by the Company without cause or by the executive for good reason within a specified period following such change of control ("double-trigger vesting"). The form of award also contains certain restrictive covenant obligations of the executive. The forms of performance-based option award for non-employee directors and executives under the 2014 Plan are attached hereto as Exhibits 10.2 and 10.3 and are incorporated herein by reference.

The Board also approved revised forms of time-based stock option award agreements for non-employee directors, executives and employees under the 2014 Plan that, among other things, amends the vesting upon a change of control to double-trigger vesting and adds certain restrictive covenant obligations of the executives and employees, as applicable. The revised forms of time-based stock option award agreements under the 2014 Plan are attached hereto as Exhibits 10.3, 10.4, 10.5, 10.6 and 10.7 and are incorporated herein by reference.

Additionally, the Board approved revised forms of performance-based and time-based stock option award agreements for non-employee directors, executives and employees under the 2012 Plan to be consistent with the forms of performance-based and time-based stock option award agreements under the 2014 Plan. The revised award agreements set forth the standard terms and conditions that will apply to grants of stock options pursuant to the 2012 Plan. The revised forms of performance-based and time-based stock option award agreements under the 2012 Plan are attached hereto as Exhibits 10.8, 10.9, 10.10, 10.11, 10.12 and 10.13 and are incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

Exhibit No.	Document
10.1	First Amendment to Employment Agreement with Michael D. Rumbolz, effective as of May 10, 2016
10.2	Form of Stock Award (Performance-Based) (Double-Trigger Acceleration) for Non-Employee Directors under the 2014 Plan
10.3	Form of Stock Award (Performance-Based) (Double-Trigger Acceleration) for Executives under the 2014 Plan
10.4	Form of Stock Award (Time-Based) (Double-Trigger Acceleration) for Non-Employee Directors under the 2014 Plan
10.5	Form of Stock Award (Time-Based) (Double-Trigger Acceleration) for Executives under the 2014 Plan
10.6	Form of Stock Award (Time-Based) (Double-Trigger Acceleration) for Employees under the 2014 Plan
10.7	Form of Stock Option Agreement under the 2014 Plan
10.8	Form of Stock Award (Performance-Based) (Double-Trigger Acceleration) for Non-Employee Directors under the 2012 Plan
10.9	Form of Stock Award (Performance-Based) (Double-Trigger Acceleration) for Executives under the 2012 Plan
10.10	Form of Stock Award (Time-Based) (Double-Trigger Acceleration) for Non-Employee Directors under the 2012 Plan
10.11	Form of Stock Award (Time-Based) (Double-Trigger Acceleration) for Executives under the 2012 Plan
10.12	Form of Stock Award (Time-Based) (Double-Trigger Acceleration) for Employees under the 2012 Plan
10.13	Form of Stock Option Agreement under the 2012 Plan
99.1	Press Release dated May 10, 2016, issued by the Company

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.

EVERI HOLDINGS INC.

Date: May 10, 2016

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

EXHIBIT INDEX

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EXHIBIT 10.1

FIRST AMENDMENT TO EMPLOYMENT AGREEMENT

This First Amendment ("Amendment") to the Employment Agreement (" Agreement "), by and between Everi Holdings Inc., a Delaware corporation (together with its successors and assigns, " Holdings "), Everi Payments Inc., a Delaware corporation (together with its successors and assigns, the " Company ", and together with Holdings being collectively the " Companies "), and Michael Rumbolz (" Executive "), is made as of May 10, 2016 (the " Effective Date ").

R E C I T A L S

A. The Companies desire assurance of the association and services of Executive in order to retain Executive's experience, skills, abilities, background and knowledge, and are willing to engage Executive's services on the terms and conditions set forth in this Agreement.

B. The Companies have entered into the Employment Agreement with Executive to serve as Interim President and Chief Executive Officer of the Companies while the Companies have conducted a preliminary search to identify, recruit and hire a President and Chief Executive Officer.

C. The Companies desire to amend Executive's Agreement to provide that Executive shall continue to serve as President and Chief Executive Officer of the Companies on a non-interim basis on the terms and conditions set forth in the Amendment and Executive is willing to accept employment on the terms and conditions set forth in the Amendment.

D. The Companies and Executive (together, the " Parties ") wish to enter into the Amendment.

AMENDMENT

NOW, THEREFORE, based on the foregoing recitals and in consideration of the commitments set forth below, the Parties agree as follows:

1. Definitions and Interpretation . Except as otherwise provided herein, capitalized terms used in this Amendment shall have the definitions set forth in the Agreement amended hereby.

2. Terms of the Agreement . Except as expressly modified hereby, all terms, conditions and provisions of the Agreement shall continue in full force and effect.

3. Conflicting Terms . In the event of any inconsistency or conflict between the Agreement and this Amendment, or the Stock Option Agreements and this Amendment, the terms and conditions of this Amendment shall govern and control.

4. Entire Agreement. This Amendment and the Agreement constitute the entire and exclusive agreement between the parties with respect to the subject matter hereof. All previous discussions and agreements with respect to the subject matter are superseded by the Agreement and this Amendment. This Amendment may be executed in one or more counterparts, each of which shall be an original and all of which taken together shall constitute one and the same instrument.

5. Amendments.

Section 1.1 of the Agreement is deleted in its entirety and replaced with the following:

1.1 Position. The Companies hereby employ Executive to render services to the Companies as President and Chief Executive Officer of each of the Companies, reporting solely and directly to the Board of Directors of Holdings (the "Holdings Board") and the Board of Directors of the Company (the "Company Board", and together with the Holdings Board, the "Boards"), as of the Effective Date. The duties of these positions shall include all such duties and responsibilities customarily exercised by an individual serving in those positions at entities of the size and nature of Holdings and the Company, and such additional duties and responsibilities, consistent with the foregoing positions, as are reasonably assigned to Executive by the Boards. Executive also agrees to serve in a similar capacity for the benefit of any of the Companies' direct or indirect, wholly-owned or partially-owned subsidiaries. Additionally, Executive shall serve in such other capacity or capacities, consistent with the foregoing positions, as the Boards may from time to time reasonably and lawfully prescribe. However, Executive shall be assigned no duties or responsibilities that are materially inconsistent with, or that materially impair his ability to discharge, his duties as President and Chief Executive Officer of the Companies. During his employment by the Companies, Executive shall, subject to Section 1.2, devote substantially all of his business time and efforts to the proper and efficient performance of his duties under this Agreement.

Section 2.2 shall be deleted in its entirety and replaced as follows:

2.2 Bonus. For each calendar year that ends while Executive is employed under this Agreement, Executive shall receive an annual bonus in an amount of up to one hundred and fifty percent (150%) of his then current Base Salary, with a target amount equal to one hundred percent (100%) of his then current Base Salary ("Target Bonus"), the amount of such bonus to be determined by the Holdings Board based substantially on the degree to which quantitative metrics established by the Board during the first half of the calendar year for which bonus is to be paid, are satisfied. Except as otherwise provided in this Agreement, Executive shall only be entitled to an annual bonus for a calendar year if he is employed on the last day of the calendar year. Any annual bonus earned for a calendar year shall be paid in cash when annual bonus awards are paid to other senior executives of the Companies, but no later than March 15 of the following calendar year.

EVERI HOLDINGS INC.

By: /s/ E. Miles Kilburn
E. Miles Kilburn
Chairman of the Board of Directors

EVERI PAYMENTS INC.

By: /s/ E. Miles Kilburn
E. Miles Kilburn
Chairman of the Board of Directors

EXECUTIVE

/s/ Michael D. Rumbolz
Michael D. Rumbolz

EVERI HOLDINGS INC.
NOTICE OF GRANT OF STOCK OPTION

Everi Holdings Inc. (the *"* ***Company*** *"*) has granted to the Participant an option (the *"* ***Option*** *"*) to purchase certain Shares pursuant to the Everi Holdings Inc. 2012 Equity Incentive Plan (the *"* ***Plan*** *"*), as follows:

Participant:	_____ **Award No.:** _____
Date of Grant:	_____, 2016
Number of Option Shares:	_____, subject to adjustment as provided by the Option Agreement.
Exercise Price per Share:	$_____
Vesting Start Date:	_____, 2016
Option Expiration Date:	The tenth anniversary of the Date of Grant
Tax Status of Option:	Nonstatutory Stock Option
Vested Shares:	Except as provided in the Option Agreement and provided the Participant's Service has not terminated prior to the applicable date, the number of Vested Shares (disregarding any resulting fractional share) as of any date is determined by multiplying the Number of Option Shares by the *"* ***Vested Ratio*** *"* determined as of such date, as follows:

	Vested Ratio
Prior to first anniversary of Vesting Start Date	0
On first anniversary of Vesting Start Date (the *"* ***Initial Vesting Date*** *"*)	1/4
Plus	
For each additional full year of the Participant's Service from the Initial Vesting Date until the Vested Ratio equals 1/1, an additional	1/4

Accelerated Vesting:	Notwithstanding any other provision contained in this Notice of Grant of Stock Option or the Option Agreement, the total Number of Option Shares shall become Vested Shares immediately prior to, but conditioned upon, the consummation of a Change in Control, provided that the Participant's Service has not terminated prior to the date of the Change in Control.
Suspension of Vesting:	During any authorized leave of absence, the vesting of the Option as provided by this Grant Notice shall be suspended after the leave of absence exceeds a period of ninety (90) days. Vesting of the Option shall resume upon the Participant's termination of the leave of absence and return to Service. The period of Service required for each subsequent tranche determined in accordance with the vesting schedule above shall be extended by the length of the suspension. Any extension of the vesting schedule shall not defer the Option Expiration Date.

By their signatures below or by electronic acceptance or authentication in a form authorized by the Company, the Company and the Participant agree that the Option is governed by this Notice of Grant of Stock Option and by the provisions of the Option Agreement and the Plan, both of which are made a part of this document. The Participant acknowledges that copies of the Plan, the Option Agreement and the prospectus for the Plan are available on the Company's internal web site and may be viewed and printed by the Participant for attachment to the Participant's copy of this Notice of Grant of Stock Option. The Participant represents that the Participant has read and is familiar with the provisions of the Option Agreement and the Plan, and hereby accepts the Option subject to all of their terms and conditions.

EVERI HOLDINGS INC.

By: _____

Michael D. Rumbolz
Chief Executive Officer

Address: 7250 S. Tenaya Way, Suite 100
Las Vegas, NV 89113

PARTICIPANT

_____

Signature

_____

Date

_____

Address

_____

ATTACHMENTS: 2012 Equity Incentive Plan, as amended to the Date of Grant; Stock Option Agreement; Exercise Notice; and Plan Prospectus

Exhibit 10.11

GLOBAL CASH ACCESS HOLDINGS, INC.
NOTICE OF GRANT OF STOCK OPTION

Global Cash Access Holdings, Inc. (the *" **Company** "*) has granted to the Participant an option (the *" **Option** "*) to purchase certain shares of Stock pursuant to the Global Cash Access Holdings, Inc. 2012 Equity Incentive Plan (the *" **Plan** "*), as follows:

Participant: _____ **Award No.:** _____

Date of Grant:

Number of Option Shares: _____, subject to adjustment as provided by the Option Agreement.

Exercise Price per Share:

Vesting Start Date:

Option Expiration Date: The tenth anniversary of the Date of Grant

Tax Status of Option: Nonstatutory Stock Option.

Vested Shares: Except as provided in the Option Agreement and provided the Participant's Service has not terminated prior to the applicable date, the number of Vested Shares (disregarding any resulting fractional share) as of any date is determined by multiplying the Number of Option Shares by the *" **Vested Ratio** "* determined as of such date, as follows:

	Vested Ratio
Prior to first anniversary of Vesting Start Date	0
On first anniversary of Vesting Start Date (the *" **Initial Vesting Date** "*)	1/4
Plus	
For each additional full year of the Participant's Service from the Initial Vesting Date until the Vested Ratio equals 1/1, an additional	1/4

Accelerated Vesting: Notwithstanding any other provision contained in this Grant Notice or the Option Agreement:

(i) the total Number of Option Shares shall become Vested Shares upon the Participant's termination of Service if the Participant's Service is terminated by the Participating Company without Cause or by the Participant for Good Reason within ten days prior to, or within eighteen (18) months after, the date a Change in Control is consummated; and

(ii) the total Number of Option Shares shall become Vested Shares immediately before the Change in Control, and contingent thereon, if the Acquiror does not assume or continue the Option as described in Section 8 of the Option Agreement.

" ***Cause*** " and " ***Good Reason*** " have the meanings given those terms in the Employment Agreement.

Suspension of Vesting: During any authorized leave of absence, the vesting of the Option as provided by this Grant Notice shall be suspended after the leave of absence exceeds a period of ninety (90) days. Vesting of the Option shall resume upon the Participant's termination of the leave of absence and return to Service. The period of Service required for each subsequent tranche determined in accordance with the vesting

schedule above shall be extended by the length of the suspension. Any extension of the vesting schedule shall not defer the Option Expiration Date.

Employment Agreement Employment Agreement by and between _____ and _____ dated _____.

Superseding Agreement None. Participant acknowledges and agrees that none of the provisions of the Employment Agreement relating to vesting, exercisability, or termination of equity awards (including accelerated vesting upon a Change in Control or the post-termination exercise period) shall apply to this Option, so that the provisions of the Grant Notice and Option Agreement for this Option shall supersede those provisions in the Employment Agreement.

Restrictive Covenants This Option is consideration for Participant's compliance with the restrictive covenants herein. If the Employment Agreement or any other agreement signed by the Participant for the benefit of the Company or any Affiliate contains more restrictive provisions, those provisions shall continue in effect notwithstanding any contrary provision in any such agreement.

Participant acknowledges that because of Participant's position in the Company, Participant will have access to the Company's and its affiliates' new and additional Proprietary Information (as defined below), including confidential information and trade secrets. Subject to clause 1(a) and 1(d) of the Participant's Employee Proprietary Information and Inventions Agreement (" ***EPIIA*** "), Participant agrees that during Participant's Service and for a period of 12 months after termination of Participant's Service, Participant shall not directly or indirectly, either for Participant or for any other individual, corporation, partnership, joint venture or other entity, participate in or provide any services, whether as an employee, consultant or independent contractor, member of a board of directors or in any other capacity, to any entity in connection with the development, production, marketing, soliciting or selling products or services competitive with products or services being developed, produced, marketed or sold by any Company business unit, division, or department operating anywhere in the world, for which Participant performed any work or about which Participant obtained Proprietary Information during the two year period prior to Participant's last day of Service. Subject to clause 1(a) and 1(d) of the EPIIA, Participant also agrees during Participant's Service and for a period of 12 months after termination of Participant's Service, Participant shall not directly or indirectly, either for Participant or for any other individual, corporation, partnership, joint venture or other entity, (i) divert or attempt to divert from the Company or any affiliate of the Company any business of any kind, including without limitation the solicitation of or interference with any of its customers, clients, business partners or suppliers, or (ii) solicit, induce, recruit or encourage any person employed by the Company or any affiliate of the Company during the six months prior to Participant's last day of Service to terminate his or her employment. For purposes of the foregoing, the term "participate in" shall include, without limitation, having any direct or indirect interest in any corporation, partnership, joint venture or other entity, whether as a sole proprietor, owner, stockholder, partner, joint venturer, creditor or otherwise, or rendering any direct or indirect service or assistance to any individual, corporation, partnership, joint venture and other business entity (whether as a director, officer, manager, supervisor, employee, agent, consultant or otherwise).

" ***Proprietary Information*** " means all information and any idea in whatever form, tangible or intangible, whether disclosed to or learned or developed by Participant, pertaining in any manner to the business of the Company or to the Company's affiliates, consultants, or business associates, unless: (i) the information is or becomes publicly known through lawful means; (ii) the information was rightfully in Participant's possession or part of Participant's general knowledge prior to

Participant's employment by the Company; or (iii) the information is disclosed to Participant without confidential or proprietary restrictions by a third party who rightfully possesses the information (without confidential or proprietary restrictions) and did not learn of it, directly or indirectly, from the Company. Participant further understands that the Company considers the following information to be included, without limitation, in the definition of Proprietary Information: (A) schematics, techniques, employee suggestions, development tools and processes, computer printouts, computer programs, design drawings and manuals, electronic codes, formulas and improvements; (B) information about costs, profits, markets, sales, customers, prospective customers, customer contracts (including without limitation the terms and conditions of such customer contracts) and bids; (C) plans for business, marketing, future development and new product concepts; (D) customer lists, and distributor and representative lists; (E) all documents, books, papers, drawings, models, sketches, and other data of any kind and description, including electronic data recorded or retrieved by any means, that have been or will be given to Participant by the Company (or any affiliate of it), as well as written or verbal instructions or comments; (F) any information or material not described in (A)-(E) above which relate to the Company's inventions, technological developments, "know how", purchasing, accounts, merchandising, or licensing; (G) employee personnel files and information about employee compensation and benefits; and (H) any information of the type described in (A)-(G) above which the Company has a legal obligation to treat as confidential, or which the Company treats as proprietary or designates as confidential, whether or not owned or developed by the Company.

Participant acknowledges that Participant's fulfillment of the obligations contained in this section, including, but not limited to, Participant's obligation not to interfere with the Company's business as provided above, is necessary to protect the Proprietary Information and, consequently, to preserve the value and goodwill of the Company. Participant further acknowledges the time, geographic and scope limitations of Participant's obligations as described above are reasonable, especially in light of the Company's desire to protect its Proprietary Information, and that Participant will not be precluded from gainful employment if Participant is obligated not to compete with the Company during the specified period and within the specified geography. In accordance with the Defend Trade Secrets Act (DTSA) and other applicable law, nothing in this Proprietary Information policy restricts disclosure of a trade secret to the government in relation to the investigation of a known or suspected violation of law.

The covenants contained herein shall be construed as a series of separate covenants, one for each state, province, country and other political subdivision. Except for geographic coverage, each such separate covenant shall be deemed identical in terms of the covenant contained herein. In the event that the scope, territory or period of time of any separate covenant is determined to be unenforceable by a court of competent jurisdiction, the court, if allowed under applicable law, shall reduce the scope, territory or period of time of that separate covenant to a level that the court deems enforceable and the remaining separate covenants, as well as all other terms and covenants in this Notice of Grant of Stock Option, shall be valid and be enforceable to the fullest extent permitted by law. In the event that any separate covenant is found to be unenforceable in its entirety, the court, if allowed under applicable law, shall eliminate such covenant from this Notice of Grant of Stock Option in that case and the remaining separate covenants, as well as all other terms and covenants in this Notice of Grant of Stock Option, shall be valid and be enforceable to the fullest extent permitted by law. The covenants set forth herein are intended to be enforced to the maximum degree permitted by law.

By their signatures below or by electronic acceptance or authentication in a form authorized by the Company, the Company and the Participant agree that the Option is governed by this Notice of Grant of Stock Option and by the provisions of the Option Agreement and the Plan, both of which are made a part of this document, and by the Superseding Agreement, if any. The Participant acknowledges that copies of the Plan, the Option Agreement and the prospectus for the Plan are available on the Company's internal web site and may be viewed and printed by the Participant for attachment to the Participant's copy of this Notice of Grant of Stock Option. The Participant represents that the Participant has read and is familiar with the provisions of the Option Agreement and the Plan, and hereby accepts the Option subject to all of their terms and conditions.

EVERI HOLDINGS INC.

By: _____

Michael D. Rumbolz
Chief Executive Officer

Address: 7250 S. Tenaya Way, Suite 100
Las Vegas, NV 89113

PARTICIPANT

_____

Signature

_____

Date

_____

Address

_____

ATTACHMENTS: 2012 Equity Incentive Plan, as amended to the Date of Grant; Stock Option Agreement; Exercise Notice; and Plan Prospectus

GLOBAL CASH ACCESS HOLDINGS, INC.
NOTICE OF GRANT OF STOCK OPTION

Global Cash Access Holdings, Inc. (the *" **Company** "*) has granted to the Participant an option (the *" **Option** "*) to purchase certain shares of Stock pursuant to the Global Cash Access Holdings, Inc. 2012 Equity Incentive Plan (the *" **Plan** "*), as follows:

Participant: _____ **Award No.:** _____

Date of Grant:

Number of Option Shares: _____, subject to adjustment as provided by the Option Agreement.

Exercise Price per Share:

Vesting Start Date:

Option Expiration Date: The tenth anniversary of the Date of Grant

Tax Status of Option: Nonstatutory Stock Option.

Vested Shares: Except as provided in the Option Agreement and provided the Participant's Service has not terminated prior to the applicable date, the number of Vested Shares (disregarding any resulting fractional share) as of any date is determined by multiplying the Number of Option Shares by the *" **Vested Ratio** "* determined as of such date, as follows:

	Vested Ratio
Prior to first anniversary of Vesting Start Date	0
On first anniversary of Vesting Start Date (the *" **Initial Vesting Date** "*)	1/4
Plus	
For each additional full year of the Participant's Service from the Initial Vesting Date until the Vested Ratio equals 1/1, an additional	1/4

Accelerated Vesting: Notwithstanding any other provision contained in this Grant Notice or the Option Agreement:

(i) the total Number of Option Shares shall become Vested Shares upon the Participant's termination of Service if the Participant's Service is terminated by the Participating Company without Cause within ten days prior to, or within eighteen (18) months after, the date a Change in Control is consummated; and

(ii) the total Number of Option Shares shall become Vested Shares immediately before the Change in Control, and contingent thereon, if the Acquiror does not assume or continue the Option as described in Section 8 of the Option Agreement.

Suspension of Vesting: During any authorized leave of absence, the vesting of the Option as provided by this Grant Notice shall be suspended after the leave of absence exceeds a period of ninety (90) days. Vesting of the Option shall resume upon the Participant's termination of the leave of absence and return to Service. The period of Service required for each subsequent tranche determined in accordance with the vesting schedule above shall be extended by the length of the suspension. Any extension of the vesting schedule shall not defer the Option Expiration Date.

Restrictive Covenants

This Option is consideration for Participant's compliance with the restrictive covenants herein. If an employment agreement or any other agreement signed by the Participant for the benefit of the Company or any Affiliate contains more restrictive provisions, those provisions shall continue in effect notwithstanding any contrary provision in any such agreement.

Participant acknowledges that because of Participant's position in the Company, Participant will have access to the Company's and its affiliates' new and additional Proprietary Information (as defined below), including confidential information and trade secrets. Subject to clause 1(a) and 1(d) of the Participant's Employee Proprietary Information and Inventions Agreement (" ***EPIIA*** "), Participant agrees that during Participant's Service and for a period of 12 months after termination of Participant's Service, Participant shall not directly or indirectly, either for Participant or for any other individual, corporation, partnership, joint venture or other entity, participate in or provide any services, whether as an employee, consultant or independent contractor, member of a board of directors or in any other capacity, to any entity in connection with the development, production, marketing, soliciting or selling products or services competitive with products or services being developed, produced, marketed or sold by any Company business unit, division, or department operating anywhere in the world, for which Participant performed any work or about which Participant obtained Proprietary Information during the two year period prior to Participant's last day of Service. Subject to clause 1(a) and 1(d) of the EPIIA, Participant also agrees during Participant's Service and for a period of 12 months after termination of Participant's Service, Participant shall not directly or indirectly, either for Participant or for any other individual, corporation, partnership, joint venture or other entity, (i) divert or attempt to divert from the Company or any affiliate of the Company any business of any kind, including without limitation the solicitation of or interference with any of its customers, clients, business partners or suppliers, or (ii) solicit, induce, recruit or encourage any person employed by the Company or any affiliate of the Company during the six months prior to Participant's last day of Service to terminate his or her employment. For purposes of the foregoing, the term "participate in" shall include, without limitation, having any direct or indirect interest in any corporation, partnership, joint venture or other entity, whether as a sole proprietor, owner, stockholder, partner, joint venturer, creditor or otherwise, or rendering any direct or indirect service or assistance to any individual, corporation, partnership, joint venture and other business entity (whether as a director, officer, manager, supervisor, employee, agent, consultant or otherwise).

" ***Proprietary Information*** " means all information and any idea in whatever form, tangible or intangible, whether disclosed to or learned or developed by Participant, pertaining in any manner to the business of the Company or to the Company's affiliates, consultants, or business associates, unless: (i) the information is or becomes publicly known through lawful means; (ii) the information was rightfully in Participant's possession or part of Participant's general knowledge prior to Participant's employment by the Company; or (iii) the information is disclosed to Participant without confidential or proprietary restrictions by a third party who rightfully possesses the information (without confidential or proprietary restrictions) and did not learn of it, directly or indirectly, from the Company. Participant further understands that the Company considers the following information to be included, without limitation, in the definition of Proprietary Information: (A) schematics, techniques, employee suggestions, development tools and processes, computer printouts, computer programs, design drawings and manuals, electronic codes, formulas and improvements; (B) information about costs, profits, markets, sales, customers, prospective customers, customer contracts (including without limitation the terms and conditions of such customer contracts) and bids; (C) plans for business, marketing, future development and new product concepts; (D) customer lists, and distributor and representative lists; (E) all documents, books, papers, drawings,

models, sketches, and other data of any kind and description, including electronic data recorded or retrieved by any means, that have been or will be given to Participant by the Company (or any affiliate of it), as well as written or verbal instructions or comments; (F) any information or material not described in (A)-(E) above which relate to the Company's inventions, technological developments, "know how", purchasing, accounts, merchandising, or licensing; (G) employee personnel files and information about employee compensation and benefits; and (H) any information of the type described in (A)-(G) above which the Company has a legal obligation to treat as confidential, or which the Company treats as proprietary or designates as confidential, whether or not owned or developed by the Company.

Participant acknowledges that Participant's fulfillment of the obligations contained in this section, including, but not limited to, Participant's obligation not to interfere with the Company's business as provided above, is necessary to protect the Proprietary Information and, consequently, to preserve the value and goodwill of the Company. Participant further acknowledges the time, geographic and scope limitations of Participant's obligations as described above are reasonable, especially in light of the Company's desire to protect its Proprietary Information, and that Participant will not be precluded from gainful employment if Participant is obligated not to compete with the Company during the specified period and within the specified geography. In accordance with the Defend Trade Secrets Act (DTSA) and other applicable law, nothing in this Proprietary Information policy restricts disclosure of a trade secret to the government in relation to the investigation of a known or suspected violation of law.

The covenants contained herein shall be construed as a series of separate covenants, one for each state, province, country and other political subdivision. Except for geographic coverage, each such separate covenant shall be deemed identical in terms of the covenant contained herein. In the event that the scope, territory or period of time of any separate covenant is determined to be unenforceable by a court of competent jurisdiction, the court, if allowed under applicable law, shall reduce the scope, territory or period of time of that separate covenant to a level that the court deems enforceable and the remaining separate covenants, as well as all other terms and covenants in this Notice of Grant of Stock Option, shall be valid and be enforceable to the fullest extent permitted by law. In the event that any separate covenant is found to be unenforceable in its entirety, the court, if allowed under applicable law, shall eliminate such covenant from this Notice of Grant of Stock Option in that case and the remaining separate covenants, as well as all other terms and covenants in this Notice of Grant of Stock Option, shall be valid and be enforceable to the fullest extent permitted by law. The covenants set forth herein are intended to be enforced to the maximum degree permitted by law.

By their signatures below or by electronic acceptance or authentication in a form authorized by the Company, the Company and the Participant agree that the Option is governed by this Notice of Grant of Stock Option and by the provisions of the Option Agreement and the Plan, both of which are made a part of this document, and by the Superseding Agreement, if any. The Participant acknowledges that copies of the Plan, the Option Agreement and the prospectus for the Plan are available on the Company's internal web site and may be viewed and printed by the Participant for attachment to the Participant's copy of this Notice of Grant of Stock Option. The Participant represents that the Participant has read and is familiar with the provisions of the Option Agreement and the Plan, and hereby accepts the Option subject to all of their terms and conditions.

EVERI HOLDINGS INC.

By: _____

Michael D. Rumbolz
Chief Executive Officer

Address: 7250 S. Tenaya Way, Suite 100
Las Vegas, NV 89113

PARTICIPANT

_____

Signature

_____

Date

_____

Address

_____

ATTACHMENTS: 2012 Equity Incentive Plan, as amended to the Date of Grant; Stock Option Agreement; Exercise Notice; and Plan Prospectus

EVERI HOLDINGS INC.
STOCK OPTION AGREEMENT - 2012 PLAN
(For U.S. Participants)

Everi Holdings Inc. (the *" **Company** "*) has granted to the Participant named in the *Notice of Grant of Stock Option* (the *" **Grant Notice** "*) to which this Stock Option Agreement (the *" **Option Agreement** "*) is attached an option (the *" **Option** "*) to purchase certain Shares upon the terms and conditions set forth in the Grant Notice and this Option Agreement. The Option has been granted pursuant to and shall in all respects be subject to the terms and conditions of the Everi Holdings Inc. 2012 Equity Incentive Plan (the *" **Plan** "*), as amended to the Date of Grant, the provisions of which are incorporated herein by reference. By signing the Grant Notice, the Participant: (a) acknowledges receipt of, and represents that the Participant has read and is familiar with, the Grant Notice, this Option Agreement, the Plan and a prospectus for the Plan prepared in connection with the registration with the Securities and Exchange Commission of Shares issuable pursuant to the Option (the *" **Plan Prospectus** "*) , (b) accepts the Option subject to all of the terms and conditions of the Grant Notice, this Option Agreement and the Plan and (c) agrees to accept as binding, conclusive and final all decisions or interpretations of the Committee upon any questions arising under the Grant Notice, this Option Agreement or the Plan.

1. **DEFINITIONS AND CONSTRUCTION .**

1.1 **Definitions .** Unless otherwise defined herein, including in the Glossary attached hereto, capitalized terms shall have the meanings assigned to such terms in the Grant Notice or the Plan.

1.2 **Construction .** Captions and titles contained herein are for convenience only and shall not affect the meaning or interpretation of any provision of this Option Agreement. Except when otherwise indicated by the context, the singular shall include the plural and the plural shall include the singular. Use of the term "or" is not intended to be exclusive, unless the context clearly requires otherwise.

2. **TAX CONSEQUENCES .**

This Option is intended to be a Nonstatutory Option and shall not be treated as an Incentive Option within the meaning of Section 422(b) of the Code.

3. **ADMINISTRATION .**

All questions of interpretation concerning the Grant Notice, this Option Agreement, the Plan or any other form of agreement or other document employed by the Company in the administration of the Plan or the Option shall be determined by the Committee. All such determinations by the Committee shall be final, binding and conclusive upon all persons having an interest in the Option, unless fraudulent or made in bad faith. Any and all actions, decisions and determinations taken or made by the Committee in the exercise of its discretion pursuant to the Plan or the Option or other agreement thereunder (other than determining questions of interpretation pursuant to the preceding sentence) shall be final, binding and conclusive upon all persons having an interest in the Option. Any officer shall have the authority to act on behalf of

the Company with respect to any matter, right, obligation, or election which is the responsibility of or which is allocated to the Company herein, provided the officer has apparent authority with respect to such matter, right, obligation, or election.

4. **EXERCISE OF THE OPTION .**

4.1 **Right to Exercise .** Except as otherwise provided herein, the Option shall be exercisable on and after the Initial Vesting Date and prior to the termination of the Option (as provided in Section 6) in an amount not to exceed the number of Vested Shares less the number of Shares previously acquired upon exercise of the Option. In no event shall the Option be exercisable for more Shares than the Number of Option Shares, as adjusted pursuant to Section 9.

4.2 **Method of Exercise .** Exercise of the Option shall be by means of electronic or written notice (the *" **Exercise Notice** "*) in a form authorized by the Company. An electronic Exercise Notice must be digitally signed or authenticated by the Participant in such manner as required by the notice and transmitted to the Company or an authorized representative of the Company (including a third-party administrator designated by the Company). In the event that the Participant is not authorized or is unable to provide an electronic Exercise Notice, the Option shall be exercised by a written Exercise Notice addressed to the Company, which shall be signed by the Participant and delivered in person, by certified or registered mail, return receipt requested, by confirmed facsimile transmission, or by such other means as the Company may permit, to the Company, or an authorized representative of the Company (including a third-party administrator designated by the Company). Each Exercise Notice, whether electronic or written, must state the Participant's election to exercise the Option, the number of whole Shares for which the Option is being exercised and such other representations and agreements as to the Participant's investment intent with respect to such Shares as may be required pursuant to the provisions of this Option Agreement. Further, each Exercise Notice must be received by the Company prior to the termination of the Option as set forth in Section 6 and must be accompanied by full payment of the aggregate Exercise Price for the number of Shares being purchased. The Option shall be deemed to be exercised upon receipt by the Company of such electronic or written Exercise Notice and the aggregate Exercise Price.

4.3 **Payment of Exercise Price.**

(a) ***Forms of Consideration Authorized .*** Except as otherwise provided below, payment of the aggregate Exercise Price for the number of Shares for which the Option is being exercised shall be made (i) in cash, by check or in cash equivalent; (ii) if permitted by the Company and subject to the limitations contained in Section 4.3(b), by means of (1) a Cashless Exercise, (2) a Net-Exercise, or (3) a Stock Tender Exercise; or (iii) by any combination of the foregoing.

(b) ***Limitations on Forms of Consideration.*** The Company reserves, at any and all times, the right, in the Company's sole and absolute discretion, to establish, decline to approve or terminate any program or procedure providing for payment of the Exercise Price through any of the means described below, including with respect to the Participant notwithstanding that such program or procedures may be available to others.

(i) **Cashless Exercise.** A *" Cashless Exercise "* means the delivery of a properly executed Exercise Notice together with irrevocable instructions to a broker in a form acceptable to the Company providing for the assignment to the Company of the proceeds of a sale or loan with respect to Shares acquired upon the exercise of the Option in an amount not less than the aggregate Exercise Price for such Shares (including, without limitation, through an exercise complying with the provisions of Regulation T as promulgated from time to time by the Board of Governors of the Federal Reserve System).

(ii) **Net-Exercise.** A *" Net-Exercise "* means the delivery of a properly executed Exercise Notice electing a procedure pursuant to which (1) the Company will reduce the number of Shares otherwise issuable to the Participant upon the exercise of the Option by the largest whole number of Shares having a Fair Market Value that does not exceed the aggregate Exercise Price for the Shares with respect to which the Option is exercised, and (2) the Participant shall pay to the Company in cash the remaining balance of such aggregate Exercise Price not satisfied by such reduction in the number of whole Shares to be issued. Following a Net-Exercise, the number of Shares remaining subject to the Option, if any, shall be reduced by the sum of (1) the net number of Shares issued to the Participant upon such exercise, and (2) the number of Shares deducted by the Company for payment of the aggregate Exercise Price.

(iii) **Stock Tender Exercise.** A *" Stock Tender Exercise "* means the delivery of a properly executed Exercise Notice accompanied by (1) the Participant's tender to the Company, or attestation to the ownership, in a form acceptable to the Company of whole Shares having a Fair Market Value that does not exceed the aggregate Exercise Price for the Shares with respect to which the Option is exercised, and (2) the Participant's payment to the Company in cash of the remaining balance of such aggregate Exercise Price not satisfied by such Shares' Fair Market Value. A Stock Tender Exercise shall not be permitted if it would constitute a violation of the provisions of any law, regulation or agreement restricting the redemption of the Company's Shares. If required by the Company, the Option may not be exercised by tender to the Company, or attestation to the ownership, of Shares unless such Shares either have been owned by the Participant for a period of time required by the Company (and not used for another option exercise by attestation during such period) or were not acquired, directly or indirectly, from the Company.

4.4 **Tax Withholding .**

(a) ***In General.*** At the time the Option is exercised, in whole or in part, or at any time thereafter as requested by the Company or an Affiliate, the Participant hereby authorizes withholding from payroll and any other amounts payable to the Participant, and otherwise agrees to make adequate provision for (including by means of a Cashless Exercise to the extent permitted by the Company), any sums required to satisfy the federal, state, local and foreign tax (including any social insurance) withholding obligations of the Company or Affiliate, if any, which arise in connection with the Option. The Company shall have no obligation to deliver Shares until the tax withholding obligations of the Company or Affiliate have been satisfied by the Participant.

(b) ***Withholding in Shares .*** The Company shall have the right, but not the obligation, to require the Participant to satisfy all or any portion of the Company's or Affiliate's

tax withholding obligations upon exercise of the Option by deducting from the Shares otherwise issuable to the Participant upon such exercise a number of whole Shares having a fair market value, as determined by the Company as of the date of exercise, not in excess of the amount of such tax withholding obligations determined by the applicable minimum statutory withholding rates.

4.5 **Beneficial Ownership of Shares; Certificate Registration .** The Participant hereby authorizes the Company, in its sole discretion, to deposit for the benefit of the Participant with any broker with which the Participant has an account relationship of which the Company has notice any or all Shares acquired by the Participant pursuant to the exercise of the Option. Except as provided by the preceding sentence, a certificate for the Shares as to which the Option is exercised shall be registered in the name of the Participant, or, if applicable, in the names of the heirs of the Participant.

4.6 **Restrictions on Grant of the Option and Issuance of Shares .** The grant of the Option and the issuance of Shares upon exercise of the Option shall be subject to compliance with all applicable requirements of federal, state or foreign law with respect to such securities. The Option may not be exercised if the issuance of Shares upon exercise would constitute a violation of any applicable federal, state or foreign securities laws or other law or regulations or the requirements of any stock exchange or market system upon which the Shares may then be listed. In addition, the Option may not be exercised unless (i) a registration statement under the Securities Act of 1933, as amended (" ***Securities Act*** ") shall at the time of exercise of the Option be in effect with respect to the Shares issuable upon exercise of the Option or (ii) in the opinion of legal counsel to the Company, the Shares issuable upon exercise of the Option may be issued in accordance with the terms of an applicable exemption from the registration requirements of the Securities Act. THE PARTICIPANT IS CAUTIONED THAT THE OPTION MAY NOT BE EXERCISED UNLESS THE FOREGOING CONDITIONS ARE SATISFIED. ACCORDINGLY, THE PARTICIPANT MAY NOT BE ABLE TO EXERCISE THE OPTION WHEN DESIRED EVEN THOUGH THE OPTION IS VESTED. The inability of the Company to obtain from any regulatory body having jurisdiction the authority, if any, deemed by the Company ' s legal counsel to be necessary to the lawful issuance and sale of any Shares subject to the Option shall relieve the Company of any liability in respect of the failure to issue or sell such Shares as to which such requisite authority shall not have been obtained. As a condition to the exercise of the Option, the Company may require the Participant to satisfy any qualifications that may be necessary or appropriate, to evidence compliance with any applicable law or regulation and to make any representation or warranty with respect thereto as may be requested by the Company.

4.7 **Fractional Shares .** The Company shall not be required to issue fractional Shares upon the exercise of the Option.

5. **NONTRANSFERABILITY OF THE OPTION .**

During the lifetime of the Participant, the Option shall be exercisable only by the Participant or the Participant's guardian or legal representative. The Option shall not be subject in any manner to anticipation, alienation, sale, exchange, transfer, assignment, pledge, encumbrance, or garnishment by creditors of the Participant or the Participant's beneficiary, except transfer by will or by the laws of descent and distribution. Following the death of the Participant,

the Option, to the extent provided in Section 7 , may be exercised by the Participant ' s legal representative or by any person empowered to do so under the deceased Participant ' s will or under the then applicable laws of descent and distribution.

6. **TERMINATION OF THE OPTION .**

The Option shall terminate and may no longer be exercised after the first to occur of (a) the close of business on the Option Expiration Date, (b) the close of business on the last date for exercising the Option following termination of the Participant ' s Service as described in Section 7, or (c) a Change in Control to the extent provided in Section 8.

7. **EFFECT OF TERMINATION OF SERVICE .**

7.1 **Option Exercisability.** The Option shall terminate immediately upon the Participant's termination of Service to the extent that it is then unvested and shall be exercisable after the Participant's termination of Service to the extent it is then vested only during the applicable time period as determined below and thereafter shall terminate.

(a) ***Retirement.*** If the Participant ' s Service terminates other than for Cause after the Participant has both (i) attained age fifty (50) and (ii) completed ten (10) year of continuous Service (such combination of age and continuous Service, " ***Retirement Eligibility*** "), the Option, to the extent unexercised and exercisable for Vested Shares on the date on which the Participant ' s Service terminated, may be exercised by the Participant (or the Participant ' s guardian or legal representative) at any time prior to the Option Expiration Date.

(b) ***Disability .*** If the Participant ' s Service terminates because of the Disability of the Participant, the Option, to the extent unexercised and exercisable for Vested Shares on the date on which the Participant ' s Service terminated, may be exercised by the Participant (or the Participant ' s guardian or legal representative) at any time prior to the expiration of twelve (12) months after the date on which the Participant ' s Service terminated, but in any event no later than the Option Expiration Date. Notwithstanding the foregoing, if the Participant ' s Service terminates because of the Disability of the Participant after the Participant achieves Retirement Eligibility, the Option, to the extent unexercised and exercisable for Vested Shares on the date on which the Participant ' s Service terminated, may be exercised by the Participant (or the Participant ' s guardian or legal representative) at any time prior to the Option Expiration Date.

(c) ***Death .*** If the Participant's Service terminates because of the death of the Participant, the Option, to the extent unexercised and exercisable for Vested Shares on the date on which the Participant's Service terminated, may be exercised by the Participant's legal representative or other person who acquired the right to exercise the Option by reason of the Participant's death at any time prior to the expiration of twelve (12) months after the date on which the Participant's Service terminated, but in any event no later than the Option Expiration Date. Notwithstanding the foregoing, (i) if the Participant dies during the three-month period provided by Section 7.1(e) or during the twelve-month period provided by Section 7.1(b), the Option, to the extent unexercised and exercisable for Vested Shares on the date on which the Participant's Service terminated, may be exercised by the Participant's legal representative or other person who acquired the right to exercise the Option by reason of the Participant's death at any time prior to the

expiration of twelve (12) months after the date of the Participant's death, but in any event no later than the Option Expiration Date; or (ii) if the Participant ' s Service terminates because of the death of the Participant after the Participant achieves Retirement Eligibility, the Option, to the extent unexercised and exercisable for Vested Shares on the date on which the Participant ' s Service terminated, may be exercised by the Participant's legal representative or other person who acquired the right to exercise the Option by reason of the Participant's death at any time prior to the Option Expiration Date .

(d) ***Termination for Cause.*** Notwithstanding any other provision of this Option Agreement to the contrary, if the Participant's Service is terminated for Cause or if, following the Participant's termination of Service and during any period in which the Option otherwise would remain exercisable, the Participant engages in any act that would constitute Cause, the Option shall terminate in its entirety and cease to be exercisable immediately upon such termination of Service or act.

(e) ***Other Termination of Service .*** If the Participant's Service terminates for any reason, except Disability, death or Cause or after achieving Retirement Eligibility, the Option, to the extent unexercised and exercisable for Vested Shares by the Participant on the date on which the Participant's Service terminated, may be exercised by the Participant at any time prior to the expiration of three (3) months after the date on which the Participant's Service terminated, but in any event no later than the Option Expiration Date.

7.2 **Extension if Exercise Prevented by Law .** Notwithstanding the foregoing, other than termination of the Participant's Service for Cause, if the exercise of the Option within the applicable time periods set forth in Section 7.1 is prevented by the provisions of Section 4.6, the Option shall remain exercisable until the later of (a) thirty (30) days after the date such exercise first would no longer be prevented by such provisions, or (b) the end of the applicable time period under Section 7.1, but in any event no later than the Option Expiration Date.

8. **EFFECT OF CHANGE IN CONTROL .**

In the event of a Change in Control, except to the extent that the Committee determines to cash out the Option as described below, the surviving, continuing, successor, or purchasing entity or parent thereof, as the case may be (the *" Acquiror "*), may, without the consent of the Participant, assume or continue in full force and effect the Company's rights and obligations under all or any portion of the Option or substitute for all or any portion of the Option a substantially equivalent option for the Acquiror's stock. For purposes of this Section, the Option or any portion thereof shall be deemed assumed if, following the Change in Control, the Option confers the right to receive, subject to the terms and conditions of the Plan and this Option Agreement, for each Share subject to such portion of the Option immediately prior to the Change in Control, the consideration (whether stock, cash, other securities or property or a combination thereof) to which a holder of a Share on the effective date of the Change in Control was entitled (and if holders were offered a choice of consideration, the type of consideration chosen by the holders of a majority of the outstanding Shares); provided, however, that if such consideration is not solely common stock of the Acquiror, the Committee may, with the consent of the Acquiror, provide for the consideration to be received upon the exercise of the Option, for each Share subject to the Option, to consist solely of common stock of the Acquiror equal in Fair Market Value to the

per share consideration received by holders of Shares pursuant to the Change in Control. The Option shall terminate and cease to be outstanding effective as of the time of consummation of the Change in Control to the extent that the Option is neither assumed or continued by the Acquiror in connection with the Change in Control nor exercised as of the time of the Change in Control.

Notwithstanding any contrary provision in the Plan, the Committee may, in its discretion and without the consent of any Participant, determine that, upon the occurrence of a Change in Control, each Option or portion thereof outstanding immediately prior to the Change in Control and not previously exercised shall be canceled in exchange for a payment with respect to each vested Share (and each unvested Share, if so determined by the Committee) subject to such canceled Option in (i) cash, (ii) stock of the Company or of a corporation or other business entity a party to the Change in Control, or (iii) other property which, in any such case, shall be in an amount having a Fair Market Value equal to the Fair Market Value of the consideration to be paid per Share in the Change in Control, reduced (but not below zero) by the exercise or purchase price per share, if any, under the Option. In the event such determination is made by the Committee, an Option having an exercise or purchase price per share equal to or greater than the Fair Market Value of the consideration to be paid per Share in the Change in Control may be canceled without payment of consideration to the holder thereof.

9. **ADJUSTMENTS FOR CHANGES IN CAPITAL STRUCTURE .**

Subject to any required action by the stockholders of the Company and the requirements of Sections 409A and 424 of the Code to the extent applicable, in the event of any change in the Shares effected without receipt of consideration by the Company, whether through merger, consolidation, reorganization, reincorporation, recapitalization, reclassification, stock dividend, stock split, reverse stock split, split-up, split-off, spin-off, combination of shares, exchange of shares, or similar change in the capital structure of the Company, or in the event of payment of a dividend or distribution to the stockholders of the Company in a form other than Shares (excepting normal cash dividends) that has a material effect on the Fair Market Value of Shares, appropriate and proportionate adjustments shall be made in the number, Exercise Price and kind of Shares subject to the Option, in order to prevent dilution or enlargement of the Participant's rights under the Option. For purposes of the foregoing, conversion of any convertible securities of the Company shall not be treated as "effected without receipt of consideration by the Company." Any fractional Share resulting from an adjustment pursuant to this Section shall be rounded down to the nearest whole number and the Exercise Price shall be rounded up to the nearest whole cent. In no event may the Exercise Price be decreased to an amount less than the par value, if any, of the stock subject to the Option. The Committee in its sole discretion, may also make such adjustments in the terms of the Option to reflect, or related to, such changes in the capital structure of the Company or distributions as it deems appropriate. All adjustments pursuant to this Section shall be determined by the Committee, and its determination shall be final, binding and conclusive.

10. **RIGHTS AS A STOCKHOLDER, DIRECTOR, EMPLOYEE OR CONSULTANT .**

The Participant shall have no rights as a stockholder with respect to any Shares covered by the Option until the date of the issuance of the Shares for which the Option has been exercised (as evidenced by the appropriate entry on the books of the Company or of a duly authorized transfer agent of the Company). No adjustment shall be made for dividends,

distributions or other rights for which the record date is prior to the date the Shares are issued, except as provided in Section 9. If the Participant is an employee, the Participant understands and acknowledges that, except as otherwise provided in a separate, written employment agreement between the Company or an Affiliate and the Participant, the Participant ' s employment is "at will" and is for no specified term. Nothing in this Option Agreement shall confer upon the Participant any right to continue in the Service of the Company or an Affiliate or interfere in any way with any right of the Company or any Affiliate to terminate the Participant ' s Service as a director, an employee or consultant, as the case may be, at any time.

11. **LEGENDS .**

The Company may at any time place legends referencing any applicable federal, state or foreign securities law restrictions on all certificates representing Shares subject to the provisions of this Option Agreement. The Participant shall, at the request of the Company, promptly present to the Company any and all certificates representing Shares acquired pursuant to the Option in the possession of the Participant in order to carry out the provisions of this Section.

12. **MISCELLANEOUS PROVISIONS .**

12.1 **Termination or Amendment.** The Committee may terminate or amend the Plan or the Option at any time; provided, however, that except as provided in Section 8 in connection with a Change in Control, no such termination or amendment may have a materially adverse effect on the Option or any unexercised portion hereof without the consent of the Participant unless such termination or amendment is necessary to comply with any applicable law or government regulation. No amendment or addition to this Option Agreement shall be effective unless in writing.

12.2 **Further Instruments.** The parties hereto agree to execute such further instruments and to take such further action as may reasonably be necessary to carry out the intent of this Option Agreement.

12.3 **Binding Effect.** This Option Agreement shall inure to the benefit of the successors and assigns of the Company and, subject to the restrictions on transfer set forth herein, be binding upon the Participant and the Participant's heirs, executors, administrators, successors and assigns.

12.4 **Delivery of Documents and Notices.** Any document relating to participation in the Plan or any notice required or permitted hereunder shall be given in writing and shall be deemed effectively given (except to the extent that this Option Agreement provides for effectiveness only upon actual receipt of such notice) upon personal delivery, electronic delivery at the e-mail address, if any, provided for the Participant by the Company or any Affiliate, or upon deposit in the U.S. Post Office or foreign postal service, by registered or certified mail, or with a nationally recognized overnight courier service, with postage and fees prepaid, addressed to the other party at the address of such party set forth in the Grant Notice or at such other address as such party may designate in writing from time to time to the other party.

(a) ***Description of Electronic Delivery .*** The Plan documents, which may include but do not necessarily include: the Plan, the Grant Notice, this Option Agreement, the

Plan Prospectus, and any reports of the Company provided generally to the Company's stockholders, may be delivered to the Participant electronically. In addition, if permitted by the Company, the Participant may deliver electronically the Grant Notice and Exercise Notice called for by Section 4.2 to the Company or to such third party involved in administering the Plan as the Company may designate from time to time. Such means of electronic delivery may include but do not necessarily include the delivery of a link to a Company intranet or the Internet site of a third party involved in administering the Plan, the delivery of the document via e-mail or such other means of electronic delivery specified by the Company.

(b) ***Consent to Electronic Delivery.*** The Participant acknowledges that the Participant has read Section 12.4(a) of this Option Agreement and consents to the electronic delivery of the Plan documents and, if permitted by the Company, the delivery of the Grant Notice and Exercise Notice, as described in Section 12.4(a). The Participant acknowledges that he or she may receive from the Company a paper copy of any documents delivered electronically at no cost to the Participant by contacting the Company by telephone or in writing. The Participant further acknowledges that the Participant will be provided with a paper copy of any documents if the attempted electronic delivery of such documents fails. Similarly, the Participant u nderstands that the Participant must provide the Company or any designated third party administrator with a paper copy of any documents if the attempted electronic delivery of such documents fails. The Participant may revoke his or her consent to the electronic delivery of documents described in Section 12.4(a) or may change the electronic mail address to which such documents are to be delivered (if the Participant has provided an electronic mail address) at any time by notifying the Company of such revoked consent or revised e-mail address by telephone, postal service or electronic mail. Finally, the Participant understands that he or she is not required to consent to electronic delivery of documents described in Section 12.4(a).

12.5 **Integrated Agreement.** The Grant Notice, this Option Agreement and the Plan, together with the Superseding Agreement, if any, shall constitute the entire understanding and agreement of the Participant and the Company or any Affiliate with respect to the subject matter contained herein and supersede any prior agreements, understandings, restrictions, representations, or warranties among the Participant and the Company or any Affiliate with respect to such subject matter. To the extent contemplated herein, the provisions of the Grant Notice, the Option Agreement and the Plan shall survive any exercise of the Option and shall remain in full force and effect.

12.6 **Recoupment.** Notwithstanding anything to the contrary in this Option Agreement, the Option (including any income, capital gains, proceeds realized or other economic benefit actually or constructively received by the Participant upon the receipt, vesting or exercise of the Option, and the Participant's sale or other disposition of the Stock acquired through exercise of the Option) shall be subject to recovery under any clawback, recovery or recoupment policy which the Company may adopt from time to time and any policy which the Company may be required to adopt under Section 954 of the Dodd-Frank Wall Street Reform and Consumer Protection Act or other applicable law, the rules and regulations of the U.S. Securities and Exchange Commission, or the requirements of any national securities exchange on which the Company's Stock may be listed. By accepting the Option, the Participant expressly acknowledges and agrees that the Option is subject to the terms of the foregoing policies, whether retroactively or prospectively adopted, and agrees to cooperate fully with the Committee to facilitate the

recovery of the Option, any shares of Stock acquired through the exercise of the Option or proceeds realized from the Participant's sale or other disposition of the Stock acquired through exercise of the Option that the Committee determines in its sole discretion is required or entitled to be recovered pursuant to the terms of such policies.

12.7 **Applicable Law.** This Option Agreement shall be governed by the laws of the State of Nevada as such laws are applied to agreements between Nevada residents entered into and to be performed entirely within the State of Nevada.

12.8 **Counterparts.** The Grant Notice may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

GLOSSARY

The following capitalized terms have the meanings below for purposes of this Option Agreement and Grant Notice:

*" **Cause** "* means, unless such term or an equivalent term is otherwise defined in another written agreement between a Participant and the Company or an Affiliate applicable to this Option, any of the following: (i) the Participant's theft, dishonesty, willful misconduct, breach of fiduciary duty for personal profit, or falsification of any Company or Affiliate documents or records; (ii) the Participant's material failure to abide by the Company's or any Affiliate's code of conduct or other policies (including, without limitation, policies relating to confidentiality and reasonable workplace conduct); (iii) the Participant's unauthorized use, misappropriation, destruction or diversion of any tangible or intangible asset or corporate opportunity of the Company or any Affiliate (including, without limitation, the Participant's improper use or disclosure of the Company or any Affiliate's confidential or proprietary information); (iv) any intentional act by the Participant which has a material detrimental effect on the Company or any Affiliate's reputation or business; (v) the Participant's repeated failure to perform any reasonable assigned duties after written notice from the Company or any Affiliate of, and a reasonable opportunity to cure, such failure; (vi) any material breach by the Participant of any employment, service, non-disclosure, non-competition, non-solicitation or other similar agreement between the Participant and the Company or any Affiliate, which breach is not cured pursuant to the terms of such agreement; or (vii) the Participant's conviction (including any plea of guilty or *nolo contendere*) of any criminal act involving fraud, dishonesty, misappropriation or moral turpitude, or which impairs the Participant's ability to perform his or her duties with the Company or any Affiliate.

*" **Change in Control** "* has the same meaning as in the Company's 2014 Equity Incentive Plan, as may be amended from time to time.

*" **Service** "* means a Participant's employment or service with the Company or any Affiliate, whether as an employee, a director or a consultant. Unless otherwise provided by the Committee, a Participant's Service shall not be deemed to have terminated merely because of a change in the capacity in which the Participant renders Service or a change in the Company or Affiliate for which the Participant renders Service, provided that there is no interruption or termination of the Participant's Service. Furthermore, a Participant's Service shall not be deemed to have been interrupted or terminated if the Participant takes any military leave, sick leave, or other bona fide leave of absence approved by the Company. However, unless otherwise provided by the Committee, if any such leave taken by a Participant exceeds ninety (90) days, then on the ninety-first (91st) day following the commencement of such leave the Participant's Service shall be deemed to have terminated, unless the Participant's right to return to Service is guaranteed by statute or contract. Notwithstanding the foregoing, unless otherwise designated by the Company or required by law, an unpaid leave of absence shall not be treated as Service for purposes of determining vesting under the Participant's Option Agreement. A Participant's Service shall be deemed to have terminated either upon an actual termination of Service or upon the business entity for which the Participant performs Service ceasing to be an Affiliate. Subject to the foregoing, the Company, in its discretion, shall determine whether the Participant's Service has terminated and the effective date of and reason for such termination.

EVERI HOLDINGS INC.
NOTICE OF GRANT OF STOCK OPTION

Everi Holdings Inc. (the *" **Company** "*) has granted to the Participant an option (the *" **Option** "*) to purchase certain shares of Stock pursuant to the Everi Holdings Inc. 2014 Equity Incentive Plan (the *" **Plan** "*), as follows:

Participant:	**Award No.:**
Date of Grant:	_____, 2016
Number of Option Shares:	_____, subject to adjustment as provided by the Option Agreement.
Exercise Price per Share:	$_____
Vesting Start Date:	_____, 2016
Option Expiration Date:	The tenth anniversary of the Date of Grant.
Tax Status of Option:	Nonstatutory Stock Option
Vested Shares:	Except as provided in the Option Agreement and provided the Participant's Service has not terminated prior to the applicable vesting date, the number of Vested Shares is determined as follows: Twenty-five percent (25%) of the total Number of Option Shares shall vest and become Vested Shares on each of the first four anniversaries of the Vesting Start Date (disregarding any resulting fractional share) (each such vesting date is referred to herein as a " ***Vesting Date*** " and each such vesting tranche is referred to herein as a " ***Tranche*** "), provided that as of the Vesting Date for each Tranche the closing price of the Company's shares on the New York Stock Exchange (the " ***Closing Price*** ") is at least $_____ (" ***Price Hurdle*** "). If the Price Hurdle is not met as of the Vesting Date for a Tranche, then the Tranche shall vest and become Vested Shares on the last day of a period of thirty (30) consecutive Trading Days during which the Closing Price is at least the Price Hurdle. No shares shall become Vested Shares after the earlier of the Participant's termination of Service or termination of the Option. " ***Trading Day*** " shall mean any day upon which the Company's common stock is traded on the New York Stock Exchange.
Accelerated Vesting:	Notwithstanding any other provision contained in this Notice of Grant of Stock Option or the Option Agreement, the total Number of Option Shares shall become Vested Shares immediately prior to, but conditioned upon, the consummation of a Change in Control, provided that the Participant's Service has not terminated prior to the date of the Change in Control.
Suspension of Vesting:	During any authorized leave of absence, the vesting of the Option as provided by this Grant Notice shall be suspended after the leave of absence exceeds a period of ninety (90) days. Vesting of the Option shall resume upon the Participant's termination of the leave of absence and return to Service. The period of Service required for each subsequent tranche determined in accordance with the vesting schedule above shall be extended by the length of the suspension. Any extension of the vesting schedule shall not defer the Option Expiration Date.

By their signatures below or by electronic acceptance or authentication in a form authorized by the Company, the Company and the Participant agree that the Option is governed by this Notice of Grant of Stock Option and by the provisions of the Option Agreement and the Plan, both of which are made a part of this document, and by the Superseding Agreement, if any. The Participant acknowledges that copies of the Plan, the Option Agreement and the prospectus for the Plan are available on the Company's internal web site and may be viewed and printed by the Participant for attachment to the Participant's copy of this Notice of Grant of Stock Option. The Participant represents that the Participant has read and is familiar with the provisions of the Option Agreement and the Plan, and hereby accepts the Option subject to all of their terms and conditions.

EVERI HOLDINGS INC.	**PARTICIPANT**
By: _____	_____
Michael D. Rumbolz Chief Executive Officer	Signature
	_____
	Date
Address: 7250 S. Tenaya Way, Suite 100 Las Vegas, NV 89113	_____
	Address
	_____

ATTACHMENTS: 2014 Equity Incentive Plan, as amended to the Date of Grant; Stock Option Agreement; Exercise Notice; and Plan Prospectus

EVERI HOLDINGS INC.
NOTICE OF GRANT OF STOCK OPTION

Everi Holdings Inc. (the *" **Company** "*) has granted to the Participant an option (the *" **Option** "*) to purchase certain shares of Stock pursuant to the Everi Holdings Inc. 2014 Equity Incentive Plan (the *" **Plan** "*), as follows:

Participant:	**Award No.:**
Date of Grant:	_____, 2016
Number of Option Shares:	_____, subject to adjustment as provided by the Option Agreement.
Exercise Price per Share:	$_____
Vesting Start Date:	_____, 2016
Option Expiration Date:	The tenth anniversary of the Date of Grant.
Tax Status of Option:	Nonstatutory Stock Option
Vested Shares:	Except as provided in the Option Agreement and provided the Participant's Service has not terminated prior to the applicable vesting date, the number of Vested Shares is determined as follows: Twenty-five percent (25%) of the total Number of Option Shares shall vest and become Vested Shares on each of the first four anniversaries of the Vesting Start Date (disregarding any resulting fractional share) (each such vesting date is referred to herein as a " ***Vesting Date*** " and each such vesting tranche is referred to herein as a " ***Tranche*** "), provided that as of the Vesting Date for each Tranche the closing price of the Company's shares on the New York Stock Exchange (the " ***Closing Price*** ") is at least $_____ (" ***Price Hurdle*** "). If the Price Hurdle is not met as of the Vesting Date for a Tranche, then the Tranche shall vest and become Vested Shares on the last day of a period of thirty (30) consecutive Trading Days during which the Closing Price is at least the Price Hurdle. No shares shall become Vested Shares after the earlier of the Participant's termination of Service or termination of the Option. " ***Trading Day*** " shall mean any day upon which the Company's common stock is traded on the New York Stock Exchange.
Accelerated Vesting:	Notwithstanding any other provision contained in this Grant Notice or the Option Agreement: (i) the total Number of Option Shares shall become Vested Shares upon the Participant's termination of Service if the Participant's Service is terminated by the Participating Company without Cause or by the Participant for Good Reason within ten days prior to, or within eighteen (18) months after, the date a Change in Control is consummated; and (ii) the total Number of Option Shares shall become Vested Shares immediately before the Change in Control, and contingent thereon, if the Acquiror does not assume or continue the Option as described in Section 8 of the Option Agreement. " ***Cause*** " and " ***Good Reason*** " have the meanings given those terms in the Employment Agreement.
Suspension of Vesting:	During any authorized leave of absence, the vesting of the Option as provided by this Grant Notice shall be suspended after the leave of absence exceeds a period of ninety (90) days. Vesting of the Option shall resume upon the Participant's termination of the leave of absence and return to Service. The period of Service required for each

subsequent tranche determined in accordance with the vesting schedule above shall be extended by the length of the suspension. Any extension of the vesting schedule shall not defer the Option Expiration Date.

Employment Agreement

Employment Agreement by and between _____ and _____ dated _____.

Superseding Agreement

None. Participant acknowledges and agrees that none of the provisions of the Employment Agreement relating to vesting, exercisability, or termination of equity awards (including accelerated vesting upon a Change in Control or the post-termination exercise period) shall apply to this Option, so that the provisions of the Grant Notice and Option Agreement for this Option shall supersede those provisions in the Employment Agreement.

Restrictive Covenants

This Option is consideration for Participant's compliance with the restrictive covenants herein. If the Employment Agreement or any other agreement signed by the Participant for the benefit of the Company or any Affiliate contains more restrictive provisions, those provisions shall continue in effect notwithstanding any contrary provision in any such agreement.

Participant acknowledges that because of Participant's position in the Company, Participant will have access to the Company's and its affiliates' new and additional Proprietary Information (as defined below), including confidential information and trade secrets. Subject to clause 1(a) and 1(d) of the Participant's Employee Proprietary Information and Inventions Agreement (" ***EPIIA*** "), Participant agrees that during Participant's Service and for a period of 12 months after termination of Participant's Service, Participant shall not directly or indirectly, either for Participant or for any other individual, corporation, partnership, joint venture or other entity, participate in or provide any services, whether as an employee, consultant or independent contractor, member of a board of directors or in any other capacity, to any entity in connection with the development, production, marketing, soliciting or selling products or services competitive with products or services being developed, produced, marketed or sold by any Company business unit, division, or department operating anywhere in the world, for which Participant performed any work or about which Participant obtained Proprietary Information during the two year period prior to Participant's last day of Service. Subject to clause 1(a) and 1(d) of the EPIIA, Participant also agrees during Participant's Service and for a period of 12 months after termination of Participant's Service, Participant shall not directly or indirectly, either for Participant or for any other individual, corporation, partnership, joint venture or other entity, (i) divert or attempt to divert from the Company or any affiliate of the Company any business of any kind, including without limitation the solicitation of or interference with any of its customers, clients, business partners or suppliers, or (ii) solicit, induce, recruit or encourage any person employed by the Company or any affiliate of the Company during the six months prior to Participant's last day of Service to terminate his or her employment. For purposes of the foregoing, the term "participate in" shall include, without limitation, having any direct or indirect interest in any corporation, partnership, joint venture or other entity, whether as a sole proprietor, owner, stockholder, partner, joint venturer, creditor or otherwise, or rendering any direct or indirect service or assistance to any individual, corporation, partnership, joint venture and other business entity (whether as a director, officer, manager, supervisor, employee, agent, consultant or otherwise).

" ***Proprietary Information*** " means all information and any idea in whatever form, tangible or intangible, whether disclosed to or learned or developed by Participant, pertaining in any manner to the business of the Company or to the Company's affiliates, consultants, or business associates, unless: (i) the information is or becomes publicly known through lawful means; (ii) the information was rightfully in Participant's possession or part of Participant's general knowledge prior to

Participant's employment by the Company; or (iii) the information is disclosed to Participant without confidential or proprietary restrictions by a third party who rightfully possesses the information (without confidential or proprietary restrictions) and did not learn of it, directly or indirectly, from the Company. Participant further understands that the Company considers the following information to be included, without limitation, in the definition of Proprietary Information: (A) schematics, techniques, employee suggestions, development tools and processes, computer printouts, computer programs, design drawings and manuals, electronic codes, formulas and improvements; (B) information about costs, profits, markets, sales, customers, prospective customers, customer contracts (including without limitation the terms and conditions of such customer contracts) and bids; (C) plans for business, marketing, future development and new product concepts; (D) customer lists, and distributor and representative lists; (E) all documents, books, papers, drawings, models, sketches, and other data of any kind and description, including electronic data recorded or retrieved by any means, that have been or will be given to Participant by the Company (or any affiliate of it), as well as written or verbal instructions or comments; (F) any information or material not described in (A)-(E) above which relate to the Company's inventions, technological developments, "know how", purchasing, accounts, merchandising, or licensing; (G) employee personnel files and information about employee compensation and benefits; and (H) any information of the type described in (A)-(G) above which the Company has a legal obligation to treat as confidential, or which the Company treats as proprietary or designates as confidential, whether or not owned or developed by the Company.

Participant acknowledges that Participant's fulfillment of the obligations contained in this section, including, but not limited to, Participant's obligation not to interfere with the Company's business as provided above, is necessary to protect the Proprietary Information and, consequently, to preserve the value and goodwill of the Company. Participant further acknowledges the time, geographic and scope limitations of Participant's obligations as described above are reasonable, especially in light of the Company's desire to protect its Proprietary Information, and that Participant will not be precluded from gainful employment if Participant is obligated not to compete with the Company during the specified period and within the specified geography. In accordance with the Defend Trade Secrets Act (DTSA) and other applicable law, nothing in this Proprietary Information policy restricts disclosure of a trade secret to the government in relation to the investigation of a known or suspected violation of law.

The covenants contained herein shall be construed as a series of separate covenants, one for each state, province, country and other political subdivision. Except for geographic coverage, each such separate covenant shall be deemed identical in terms of the covenant contained herein. In the event that the scope, territory or period of time of any separate covenant is determined to be unenforceable by a court of competent jurisdiction, the court, if allowed under applicable law, shall reduce the scope, territory or period of time of that separate covenant to a level that the court deems enforceable and the remaining separate covenants, as well as all other terms and covenants in this Notice of Grant of Stock Option, shall be valid and be enforceable to the fullest extent permitted by law. In the event that any separate covenant is found to be unenforceable in its entirety, the court, if allowed under applicable law, shall eliminate such covenant from this Notice of Grant of Stock Option in that case and the remaining separate covenants, as well as all other terms and covenants in this Notice of Grant of Stock Option, shall be valid and be enforceable to the fullest extent permitted by law. The covenants set forth herein are intended to be enforced to the maximum degree permitted by law.

By their signatures below or by electronic acceptance or authentication in a form authorized by the Company, the Company and the Participant agree that the Option is governed by this Notice of Grant of Stock Option and by the provisions of the Option Agreement and the Plan, both of which are made a part of this document, and by the Superseding Agreement, if any. The Participant acknowledges that copies of the Plan, the Option Agreement and the prospectus for the Plan are available on the Company's internal web site and may be viewed and printed by the Participant for attachment to the Participant's copy of this Notice of Grant of Stock Option. The Participant represents that the Participant has read and is familiar with the provisions of the Option Agreement and the Plan, and hereby accepts the Option subject to all of their terms and conditions.

EVERI HOLDINGS INC.	**PARTICIPANT**
By: _____	_____
Michael D. Rumbolz Chief Executive Officer	Signature
	_____
	Date
Address: 7250 S. Tenaya Way, Suite 100 Las Vegas, NV 89113	_____
	Address
	_____

ATTACHMENTS: 2014 Equity Incentive Plan, as amended to the Date of Grant; Stock Option Agreement; Exercise Notice; and Plan Prospectus

GLOBAL CASH ACCESS HOLDINGS, INC.
NOTICE OF GRANT OF STOCK OPTION

Global Cash Access Holdings, Inc. (the *" **Company** "*) has granted to the Participant an option (the *" **Option** "*) to purchase certain shares of Stock pursuant to the Global Cash Access Holdings, Inc. 2014 Equity Incentive Plan (the *" **Plan** "*), as follows:

Participant: _____ **Award No.:** _____

Date of Grant:

Number of Option Shares: _____, subject to adjustment as provided by the Option Agreement.

Exercise Price per Share:

Vesting Start Date:

Option Expiration Date: The tenth anniversary of the Date of Grant

Tax Status of Option: Nonstatutory Stock Option.

Vested Shares: Except as provided in the Option Agreement and provided the Participant's Service has not terminated prior to the applicable date, the number of Vested Shares (disregarding any resulting fractional share) as of any date is determined by multiplying the Number of Option Shares by the *" **Vested Ratio** "* determined as of such date, as follows:

	Vested Ratio
Prior to first anniversary of Vesting Start Date	0
On first anniversary of Vesting Start Date (the *" **Initial Vesting Date** "*)	1/4
Plus	
For each additional full year of the Participant's Service from the Initial Vesting Date until the Vested Ratio equals 1/1, an additional	1/4

Accelerated Vesting: Notwithstanding any other provision contained in this Notice of Grant of Stock Option or the Option Agreement, the total Number of Option Shares shall become Vested Shares immediately prior to, but conditioned upon, the consummation of a Change in Control, provided that the Participant's Service has not terminated prior to the date of the Change in Control.

Suspension of Vesting: During any authorized leave of absence, the vesting of the Option as provided by this Grant Notice shall be suspended after the leave of absence exceeds a period of ninety (90) days. Vesting of the Option shall resume upon the Participant's termination of the leave of absence and return to Service. The period of Service required for each subsequent tranche determined in accordance with the vesting schedule above shall be extended by the length of the suspension. Any extension of the vesting schedule shall not defer the Option Expiration Date.

By their signatures below or by electronic acceptance or authentication in a form authorized by the Company, the Company and the Participant agree that the Option is governed by this Notice of Grant of Stock Option and by the provisions of the Option Agreement and the Plan, both of which are made a part of this document, and by the Superseding Agreement, if any. The Participant acknowledges that copies of the Plan, the Option Agreement and the prospectus for the Plan are available on the Company's internal web site and may be viewed and printed by the Participant for attachment to the Participant's copy of this Notice of Grant of Stock Option. The Participant represents that the Participant has read and is familiar with the provisions of the Option Agreement and the Plan, and hereby accepts the Option subject to all of their terms and conditions.

EVERI HOLDINGS INC.	**PARTICIPANT**
By: _____	_____
Michael D. Rumbolz Chief Executive Officer	Signature
	_____
	Date
Address: 7250 S. Tenaya Way, Suite 100 Las Vegas, NV 89113	_____
	Address
	_____

ATTACHMENTS: 2014 Equity Incentive Plan, as amended to the Date of Grant; Stock Option Agreement; Exercise Notice; and Plan Prospectus

GLOBAL CASH ACCESS HOLDINGS, INC.
NOTICE OF GRANT OF STOCK OPTION

Global Cash Access Holdings, Inc. (the *" **Company** "*) has granted to the Participant an option (the *" **Option** "*) to purchase certain shares of Stock pursuant to the Global Cash Access Holdings, Inc. 2014 Equity Incentive Plan (the *" **Plan** "*), as follows:

Participant: _____ **Award No.:** _____

Date of Grant:

Number of Option Shares: _____, subject to adjustment as provided by the Option Agreement.

Exercise Price per Share:

Vesting Start Date:

Option Expiration Date: The tenth anniversary of the Date of Grant

Tax Status of Option: Nonstatutory Stock Option.

Vested Shares: Except as provided in the Option Agreement and provided the Participant's Service has not terminated prior to the applicable date, the number of Vested Shares (disregarding any resulting fractional share) as of any date is determined by multiplying the Number of Option Shares by the *" **Vested Ratio** "* determined as of such date, as follows:

	Vested Ratio
Prior to first anniversary of Vesting Start Date	0
On first anniversary of Vesting Start Date (the *" **Initial Vesting Date** "*)	1/4
Plus	
For each additional full year of the Participant's Service from the Initial Vesting Date until the Vested Ratio equals 1/1, an additional	1/4

Accelerated Vesting: Notwithstanding any other provision contained in this Grant Notice or the Option Agreement:

(i) the total Number of Option Shares shall become Vested Shares upon the Participant's termination of Service if the Participant's Service is terminated by the Participating Company without Cause or by the Participant for Good Reason within ten days prior to, or within eighteen (18) months after, the date a Change in Control is consummated; and

(ii) the total Number of Option Shares shall become Vested Shares immediately before the Change in Control, and contingent thereon, if the Acquiror does not assume or continue the Option as described in Section 8 of the Option Agreement.

" ***Cause*** " and " ***Good Reason*** " have the meanings given those terms in the Employment Agreement.

Suspension of Vesting: During any authorized leave of absence, the vesting of the Option as provided by this Grant Notice shall be suspended after the leave of absence exceeds a period of ninety (90) days. Vesting of the Option shall resume upon the Participant's termination of the leave of absence and return to Service. The period of Service required for each

subsequent tranche determined in accordance with the vesting schedule above shall be extended by the length of the suspension. Any extension of the vesting schedule shall not defer the Option Expiration Date.

Employment Agreement

Employment Agreement by and between _____ and _____ dated _____.

Superseding Agreement

None. Participant acknowledges and agrees that none of the provisions of the Employment Agreement relating to vesting, exercisability, or termination of equity awards (including accelerated vesting upon a Change in Control or the post-termination exercise period) shall apply to this Option, so that the provisions of the Grant Notice and Option Agreement for this Option shall supersede those provisions in the Employment Agreement.

Restrictive Covenants

This Option is consideration for Participant's compliance with the restrictive covenants herein. If the Employment Agreement or any other agreement signed by the Participant for the benefit of the Company or any Affiliate contains more restrictive provisions, those provisions shall continue in effect notwithstanding any contrary provision in any such agreement.

Participant acknowledges that because of Participant's position in the Company, Participant will have access to the Company's and its affiliates' new and additional Proprietary Information (as defined below), including confidential information and trade secrets. Subject to clause 1(a) and 1(d) of the Participant's Employee Proprietary Information and Inventions Agreement (" ***EPIIA*** "), Participant agrees that during Participant's Service and for a period of 12 months after termination of Participant's Service, Participant shall not directly or indirectly, either for Participant or for any other individual, corporation, partnership, joint venture or other entity, participate in or provide any services, whether as an employee, consultant or independent contractor, member of a board of directors or in any other capacity, to any entity in connection with the development, production, marketing, soliciting or selling products or services competitive with products or services being developed, produced, marketed or sold by any Company business unit, division, or department operating anywhere in the world, for which Participant performed any work or about which Participant obtained Proprietary Information during the two year period prior to Participant's last day of Service. Subject to clause 1(a) and 1(d) of the EPIIA, Participant also agrees during Participant's Service and for a period of 12 months after termination of Participant's Service, Participant shall not directly or indirectly, either for Participant or for any other individual, corporation, partnership, joint venture or other entity, (i) divert or attempt to divert from the Company or any affiliate of the Company any business of any kind, including without limitation the solicitation of or interference with any of its customers, clients, business partners or suppliers, or (ii) solicit, induce, recruit or encourage any person employed by the Company or any affiliate of the Company during the six months prior to Participant's last day of Service to terminate his or her employment. For purposes of the foregoing, the term "participate in" shall include, without limitation, having any direct or indirect interest in any corporation, partnership, joint venture or other entity, whether as a sole proprietor, owner, stockholder, partner, joint venturer, creditor or otherwise, or rendering any direct or indirect service or assistance to any individual, corporation, partnership, joint venture and other business entity (whether as a director, officer, manager, supervisor, employee, agent, consultant or otherwise).

" ***Proprietary Information*** " means all information and any idea in whatever form, tangible or intangible, whether disclosed to or learned or developed by Participant, pertaining in any manner to the business of the Company or to the Company's affiliates, consultants, or business associates, unless: (i) the information is or becomes publicly known through lawful means; (ii) the information was rightfully in Participant's possession or part of Participant's general knowledge prior to

Participant's employment by the Company; or (iii) the information is disclosed to Participant without confidential or proprietary restrictions by a third party who rightfully possesses the information (without confidential or proprietary restrictions) and did not learn of it, directly or indirectly, from the Company. Participant further understands that the Company considers the following information to be included, without limitation, in the definition of Proprietary Information: (A) schematics, techniques, employee suggestions, development tools and processes, computer printouts, computer programs, design drawings and manuals, electronic codes, formulas and improvements; (B) information about costs, profits, markets, sales, customers, prospective customers, customer contracts (including without limitation the terms and conditions of such customer contracts) and bids; (C) plans for business, marketing, future development and new product concepts; (D) customer lists, and distributor and representative lists; (E) all documents, books, papers, drawings, models, sketches, and other data of any kind and description, including electronic data recorded or retrieved by any means, that have been or will be given to Participant by the Company (or any affiliate of it), as well as written or verbal instructions or comments; (F) any information or material not described in (A)-(E) above which relate to the Company's inventions, technological developments, "know how", purchasing, accounts, merchandising, or licensing; (G) employee personnel files and information about employee compensation and benefits; and (H) any information of the type described in (A)-(G) above which the Company has a legal obligation to treat as confidential, or which the Company treats as proprietary or designates as confidential, whether or not owned or developed by the Company.

Participant acknowledges that Participant's fulfillment of the obligations contained in this section, including, but not limited to, Participant's obligation not to interfere with the Company's business as provided above, is necessary to protect the Proprietary Information and, consequently, to preserve the value and goodwill of the Company. Participant further acknowledges the time, geographic and scope limitations of Participant's obligations as described above are reasonable, especially in light of the Company's desire to protect its Proprietary Information, and that Participant will not be precluded from gainful employment if Participant is obligated not to compete with the Company during the specified period and within the specified geography. In accordance with the Defend Trade Secrets Act (DTSA) and other applicable law, nothing in this Proprietary Information policy restricts disclosure of a trade secret to the government in relation to the investigation of a known or suspected violation of law.

The covenants contained herein shall be construed as a series of separate covenants, one for each state, province, country and other political subdivision. Except for geographic coverage, each such separate covenant shall be deemed identical in terms of the covenant contained herein. In the event that the scope, territory or period of time of any separate covenant is determined to be unenforceable by a court of competent jurisdiction, the court, if allowed under applicable law, shall reduce the scope, territory or period of time of that separate covenant to a level that the court deems enforceable and the remaining separate covenants, as well as all other terms and covenants in this Notice of Grant of Stock Option, shall be valid and be enforceable to the fullest extent permitted by law. In the event that any separate covenant is found to be unenforceable in its entirety, the court, if allowed under applicable law, shall eliminate such covenant from this Notice of Grant of Stock Option in that case and the remaining separate covenants, as well as all other terms and covenants in this Notice of Grant of Stock Option, shall be valid and be enforceable to the fullest extent permitted by law. The covenants set forth herein are intended to be enforced to the maximum degree permitted by law.

By their signatures below or by electronic acceptance or authentication in a form authorized by the Company, the Company and the Participant agree that the Option is governed by this Notice of Grant of Stock Option and by the provisions of the Option Agreement and the Plan, both of which are made a part of this document, and by the Superseding Agreement, if any. The Participant acknowledges that copies of the Plan, the Option Agreement and the prospectus for the Plan are available on the Company's internal web site and may be viewed and printed by the Participant for attachment to the Participant's copy of this Notice of Grant of Stock Option. The Participant represents that the Participant has read and is familiar with the provisions of the Option Agreement and the Plan, and hereby accepts the Option subject to all of their terms and conditions.

EVERI HOLDINGS INC.	**PARTICIPANT**
By: _____	_____
Michael D. Rumbolz Chief Executive Officer	Signature
	_____
	Date
Address: 7250 S. Tenaya Way, Suite 100 Las Vegas, NV 89113	_____
	Address
	_____

ATTACHMENTS: 2014 Equity Incentive Plan, as amended to the Date of Grant; Stock Option Agreement; Exercise Notice; and Plan Prospectus

Exhibit 10.6

GLOBAL CASH ACCESS HOLDINGS, INC.
NOTICE OF GRANT OF STOCK OPTION

Global Cash Access Holdings, Inc. (the *" **Company** "*) has granted to the Participant an option (the *" **Option** "*) to purchase certain shares of Stock pursuant to the Global Cash Access Holdings, Inc. 2014 Equity Incentive Plan (the *" **Plan** "*), as follows:

Participant: _____ **Award No.:** _____

Date of Grant:

Number of Option Shares: _____, subject to adjustment as provided by the Option Agreement.

Exercise Price per Share:

Vesting Start Date:

Option Expiration Date: The tenth anniversary of the Date of Grant

Tax Status of Option: Nonstatutory Stock Option.

Vested Shares: Except as provided in the Option Agreement and provided the Participant's Service has not terminated prior to the applicable date, the number of Vested Shares (disregarding any resulting fractional share) as of any date is determined by multiplying the Number of Option Shares by the *" **Vested Ratio** "* determined as of such date, as follows:

	Vested Ratio
Prior to first anniversary of Vesting Start Date	0
On first anniversary of Vesting Start Date (the *" **Initial Vesting Date** "*)	1/4
Plus	
For each additional full year of the Participant's Service from the Initial Vesting Date until the Vested Ratio equals 1/1, an additional	1/4

Accelerated Vesting: Notwithstanding any other provision contained in this Grant Notice or the Option Agreement:

(i) the total Number of Option Shares shall become Vested Shares upon the Participant's termination of Service if the Participant's Service is terminated by the Participating Company without Cause within ten days prior to, or within eighteen (18) months after, the date a Change in Control is consummated; and

(ii) the total Number of Option Shares shall become Vested Shares immediately before the Change in Control, and contingent thereon, if the Acquiror does not assume or continue the Option as described in Section 8 of the Option Agreement.

Suspension of Vesting: During any authorized leave of absence, the vesting of the Option as provided by this Grant Notice shall be suspended after the leave of absence exceeds a period of ninety (90) days. Vesting of the Option shall resume upon the Participant's termination of the leave of absence and return to Service. The period of Service required for each subsequent tranche determined in accordance with the vesting schedule above shall be extended by the length of the suspension. Any extension of the vesting schedule shall not defer the Option Expiration Date.

Restrictive Covenants

This Option is consideration for Participant's compliance with the restrictive covenants herein. If an employment agreement or any other agreement signed by the Participant for the benefit of the Company or any Affiliate contains more restrictive provisions, those provisions shall continue in effect notwithstanding any contrary provision in any such agreement.

Participant acknowledges that because of Participant's position in the Company, Participant will have access to the Company's and its affiliates' new and additional Proprietary Information (as defined below), including confidential information and trade secrets. Subject to clause 1(a) and 1(d) of the Participant's Employee Proprietary Information and Inventions Agreement (" ***EPIIA*** "), Participant agrees that during Participant's Service and for a period of 12 months after termination of Participant's Service, Participant shall not directly or indirectly, either for Participant or for any other individual, corporation, partnership, joint venture or other entity, participate in or provide any services, whether as an employee, consultant or independent contractor, member of a board of directors or in any other capacity, to any entity in connection with the development, production, marketing, soliciting or selling products or services competitive with products or services being developed, produced, marketed or sold by any Company business unit, division, or department operating anywhere in the world, for which Participant performed any work or about which Participant obtained Proprietary Information during the two year period prior to Participant's last day of Service. Subject to clause 1(a) and 1(d) of the EPIIA, Participant also agrees during Participant's Service and for a period of 12 months after termination of Participant's Service, Participant shall not directly or indirectly, either for Participant or for any other individual, corporation, partnership, joint venture or other entity, (i) divert or attempt to divert from the Company or any affiliate of the Company any business of any kind, including without limitation the solicitation of or interference with any of its customers, clients, business partners or suppliers, or (ii) solicit, induce, recruit or encourage any person employed by the Company or any affiliate of the Company during the six months prior to Participant's last day of Service to terminate his or her employment. For purposes of the foregoing, the term "participate in" shall include, without limitation, having any direct or indirect interest in any corporation, partnership, joint venture or other entity, whether as a sole proprietor, owner, stockholder, partner, joint venturer, creditor or otherwise, or rendering any direct or indirect service or assistance to any individual, corporation, partnership, joint venture and other business entity (whether as a director, officer, manager, supervisor, employee, agent, consultant or otherwise).

" ***Proprietary Information*** " means all information and any idea in whatever form, tangible or intangible, whether disclosed to or learned or developed by Participant, pertaining in any manner to the business of the Company or to the Company's affiliates, consultants, or business associates, unless: (i) the information is or becomes publicly known through lawful means; (ii) the information was rightfully in Participant's possession or part of Participant's general knowledge prior to Participant's employment by the Company; or (iii) the information is disclosed to Participant without confidential or proprietary restrictions by a third party who rightfully possesses the information (without confidential or proprietary restrictions) and did not learn of it, directly or indirectly, from the Company. Participant further understands that the Company considers the following information to be included, without limitation, in the definition of Proprietary Information: (A) schematics, techniques, employee suggestions, development tools and processes, computer printouts, computer programs, design drawings and manuals, electronic codes, formulas and improvements; (B) information about costs, profits, markets, sales, customers, prospective customers, customer contracts (including without limitation the terms and conditions of such customer contracts) and bids; (C) plans for business, marketing, future development and new product concepts; (D) customer lists, and distributor and representative lists; (E) all documents, books, papers, drawings,

models, sketches, and other data of any kind and description, including electronic data recorded or retrieved by any means, that have been or will be given to Participant by the Company (or any affiliate of it), as well as written or verbal instructions or comments; (F) any information or material not described in (A)-(E) above which relate to the Company's inventions, technological developments, "know how", purchasing, accounts, merchandising, or licensing; (G) employee personnel files and information about employee compensation and benefits; and (H) any information of the type described in (A)-(G) above which the Company has a legal obligation to treat as confidential, or which the Company treats as proprietary or designates as confidential, whether or not owned or developed by the Company.

Participant acknowledges that Participant's fulfillment of the obligations contained in this section, including, but not limited to, Participant's obligation not to interfere with the Company's business as provided above, is necessary to protect the Proprietary Information and, consequently, to preserve the value and goodwill of the Company. Participant further acknowledges the time, geographic and scope limitations of Participant's obligations as described above are reasonable, especially in light of the Company's desire to protect its Proprietary Information, and that Participant will not be precluded from gainful employment if Participant is obligated not to compete with the Company during the specified period and within the specified geography. In accordance with the Defend Trade Secrets Act (DTSA) and other applicable law, nothing in this Proprietary Information policy restricts disclosure of a trade secret to the government in relation to the investigation of a known or suspected violation of law.

The covenants contained herein shall be construed as a series of separate covenants, one for each state, province, country and other political subdivision. Except for geographic coverage, each such separate covenant shall be deemed identical in terms of the covenant contained herein. In the event that the scope, territory or period of time of any separate covenant is determined to be unenforceable by a court of competent jurisdiction, the court, if allowed under applicable law, shall reduce the scope, territory or period of time of that separate covenant to a level that the court deems enforceable and the remaining separate covenants, as well as all other terms and covenants in this Notice of Grant of Stock Option, shall be valid and be enforceable to the fullest extent permitted by law. In the event that any separate covenant is found to be unenforceable in its entirety, the court, if allowed under applicable law, shall eliminate such covenant from this Notice of Grant of Stock Option in that case and the remaining separate covenants, as well as all other terms and covenants in this Notice of Grant of Stock Option, shall be valid and be enforceable to the fullest extent permitted by law. The covenants set forth herein are intended to be enforced to the maximum degree permitted by law.

By their signatures below or by electronic acceptance or authentication in a form authorized by the Company, the Company and the Participant agree that the Option is governed by this Notice of Grant of Stock Option and by the provisions of the Option Agreement and the Plan, both of which are made a part of this document, and by the Superseding Agreement, if any. The Participant acknowledges that copies of the Plan, the Option Agreement and the prospectus for the Plan are available on the Company's internal web site and may be viewed and printed by the Participant for attachment to the Participant's copy of this Notice of Grant of Stock Option. The Participant represents that the Participant has read and is familiar with the provisions of the Option Agreement and the Plan, and hereby accepts the Option subject to all of their terms and conditions.

EVERI HOLDINGS INC.	**PARTICIPANT**
By: _____	_____
Michael D. Rumbolz Chief Executive Officer	Signature
	_____
	Date
Address: 7250 S. Tenaya Way, Suite 100 Las Vegas, NV 89113	_____
	Address
	_____

ATTACHMENTS: 2014 Equity Incentive Plan, as amended to the Date of Grant; Stock Option Agreement; Exercise Notice; and Plan Prospectus

EVERI HOLDINGS INC.
STOCK OPTION AGREEMENT
(For U.S. Participants)

Everi Holdings Inc. (the *" **Company** "*) has granted to the Participant named in the *Notice of Grant of Stock Option* (the *" **Grant Notice** "*) to which this Stock Option Agreement (the *" **Option Agreement** "*) is attached an option (the *" **Option** "*) to purchase certain shares of Stock upon the terms and conditions set forth in the Grant Notice and this Option Agreement. The Option has been granted pursuant to and shall in all respects be subject to the terms and conditions of the Everi Holdings Inc. 2014 Equity Incentive Plan (the *" **Plan** "*), as amended to the Date of Grant, the provisions of which are incorporated herein by reference. By signing the Grant Notice, the Participant: (a) acknowledges receipt of, and represents that the Participant has read and is familiar with, the Grant Notice, this Option Agreement, the Plan and a prospectus for the Plan prepared in connection with the registration with the Securities and Exchange Commission of shares issuable pursuant to the Option (the *" **Plan Prospectus** "*) , (b) accepts the Option subject to all of the terms and conditions of the Grant Notice, this Option Agreement and the Plan and (c) agrees to accept as binding, conclusive and final all decisions or interpretations of the Committee upon any questions arising under the Grant Notice, this Option Agreement or the Plan.

1. **DEFINITIONS AND CONSTRUCTION .**

1.1 **Definitions .** Unless otherwise defined herein, capitalized terms shall have the meanings assigned to such terms in the Grant Notice or the Plan.

1.2 **Construction .** Captions and titles contained herein are for convenience only and shall not affect the meaning or interpretation of any provision of this Option Agreement. Except when otherwise indicated by the context, the singular shall include the plural and the plural shall include the singular. Use of the term "or" is not intended to be exclusive, unless the context clearly requires otherwise.

2. **TAX CONSEQUENCES .**

2.1 **Tax Status of Option .** This Option is intended to have the tax status designated in the Grant Notice.

(a) ***Incentive Stock Option .*** If the Grant Notice so designates, this Option is intended to be an Incentive Stock Option within the meaning of Section 422(b) of the Code, but the Company does not represent or warrant that this Option qualifies as such. The Participant should consult with the Participant ' s own tax advisor regarding the tax effects of this Option and the requirements necessary to obtain favorable income tax treatment under Section 422 of the Code, including, but not limited to, holding period requirements. (NOTE TO PARTICIPANT: If the Option is exercised more than three (3) months after the date on which you cease to be an Employee (other than by reason of your death or permanent and total disability as defined in Section 22(e)(3) of the Code), the Option will be treated as a Nonstatutory Stock Option and not as an Incentive Stock Option to the extent required by Section 422 of the Code.)

(b) ***Nonstatutory Stock Option.*** If the Grant Notice so designates, this Option is intended to be a Nonstatutory Stock Option and shall not be treated as an Incentive Stock Option within the meaning of Section 422(b) of the Code.

2.2 **ISO Fair Market Value Limitation.** *If the Grant Notice designates this Option as an Incentive Stock Option,* then to the extent that the Option (together with all Incentive Stock Options granted to the Participant under all stock option plans of the Participating Company Group, including the Plan) becomes exercisable for the first time during any calendar year for shares having a Fair Market Value greater than One Hundred Thousand Dollars ($100,000), the portion of such options which exceeds such amount will be treated as Nonstatutory Stock Options. For purposes of this Section 2.2, options designated as Incentive Stock Options are taken into account in the order in which they were granted, and the Fair Market Value of stock is determined as of the time the option with respect to such stock is granted. If the Code is amended to provide for a different limitation from that set forth in this Section 2.2, such different limitation shall be deemed incorporated herein effective as of the date required or permitted by such amendment to the Code. If the Option is treated as an Incentive Stock Option in part and as a Nonstatutory Stock Option in part by reason of the limitation set forth in this Section 2.2, the Participant may designate which portion of such Option the Participant is exercising. In the absence of such designation, the Participant shall be deemed to have exercised the Incentive Stock Option portion of the Option first. Separate certificates representing each such portion shall be issued upon the exercise of the Option. (NOTE TO PARTICIPANT: If the aggregate Exercise Price of the Option (that is, the Exercise Price multiplied by the Number of Option Shares) plus the aggregate exercise price of any other Incentive Stock Options you hold (whether granted pursuant to the Plan or any other stock option plan of the Participating Company Group) is greater than $100,000, you should contact the Chief Financial Officer of the Company to ascertain whether the entire Option qualifies as an Incentive Stock Option.)

3. **ADMINISTRATION .**

All questions of interpretation concerning the Grant Notice, this Option Agreement, the Plan or any other form of agreement or other document employed by the Company in the administration of the Plan or the Option shall be determined by the Committee. All such determinations by the Committee shall be final, binding and conclusive upon all persons having an interest in the Option, unless fraudulent or made in bad faith. Any and all actions, decisions and determinations taken or made by the Committee in the exercise of its discretion pursuant to the Plan or the Option or other agreement thereunder (other than determining questions of interpretation pursuant to the preceding sentence) shall be final, binding and conclusive upon all persons having an interest in the Option. Any Officer shall have the authority to act on behalf of the Company with respect to any matter, right, obligation, or election which is the responsibility of or which is allocated to the Company herein, provided the Officer has apparent authority with respect to such matter, right, obligation, or election.

4. **EXERCISE OF THE OPTION .**

4.1 **Right to Exercise .** Except as otherwise provided herein, the Option shall be exercisable on and after the Initial Vesting Date and prior to the termination of the Option (as provided in Section 6) in an amount not to exceed the number of Vested Shares less the number

of shares previously acquired upon exercise of the Option. In no event shall the Option be exercisable for more shares than the Number of Option Shares, as adjusted pursuant to Section 9.

4.2 **Method of Exercise .** Exercise of the Option shall be by means of electronic or written notice (the *" **Exercise Notice** "*) in a form authorized by the Company. An electronic Exercise Notice must be digitally signed or authenticated by the Participant in such manner as required by the notice and transmitted to the Company or an authorized representative of the Company (including a third-party administrator designated by the Company). In the event that the Participant is not authorized or is unable to provide an electronic Exercise Notice, the Option shall be exercised by a written Exercise Notice addressed to the Company, which shall be signed by the Participant and delivered in person, by certified or registered mail, return receipt requested, by confirmed facsimile transmission, or by such other means as the Company may permit, to the Company, or an authorized representative of the Company (including a third-party administrator designated by the Company). Each Exercise Notice, whether electronic or written, must state the Participant's election to exercise the Option, the number of whole shares of Stock for which the Option is being exercised and such other representations and agreements as to the Participant's investment intent with respect to such shares as may be required pursuant to the provisions of this Option Agreement. Further, each Exercise Notice must be received by the Company prior to the termination of the Option as set forth in Section 6 and must be accompanied by full payment of the aggregate Exercise Price for the number of shares of Stock being purchased. The Option shall be deemed to be exercised upon receipt by the Company of such electronic or written Exercise Notice and the aggregate Exercise Price.

4.3 **Payment of Exercise Price.**

(a) ***Forms of Consideration Authorized .*** Except as otherwise provided below, payment of the aggregate Exercise Price for the number of shares of Stock for which the Option is being exercised shall be made (i) in cash, by check or in cash equivalent; (ii) if permitted by the Company and subject to the limitations contained in Section 4.3(b), by means of (1) a Cashless Exercise, (2) a Net-Exercise, or (3) a Stock Tender Exercise; or (iii) by any combination of the foregoing.

(b) ***Limitations on Forms of Consideration.*** The Company reserves, at any and all times, the right, in the Company's sole and absolute discretion, to establish, decline to approve or terminate any program or procedure providing for payment of the Exercise Price through any of the means described below, including with respect to the Participant notwithstanding that such program or procedures may be available to others.

(i) **Cashless Exercise.** A *" **Cashless Exercise** "* means the delivery of a properly executed Exercise Notice together with irrevocable instructions to a broker in a form acceptable to the Company providing for the assignment to the Company of the proceeds of a sale or loan with respect to shares of Stock acquired upon the exercise of the Option in an amount not less than the aggregate Exercise Price for such shares (including, without limitation, through an exercise complying with the provisions of Regulation T as promulgated from time to time by the Board of Governors of the Federal Reserve System).

(ii) **Net-Exercise.** A *" Net-Exercise "* means the delivery of a properly executed Exercise Notice electing a procedure pursuant to which (1) the Company will reduce the number of shares otherwise issuable to the Participant upon the exercise of the Option by the largest whole number of shares having a Fair Market Value that does not exceed the aggregate Exercise Price for the shares with respect to which the Option is exercised, and (2) the Participant shall pay to the Company in cash the remaining balance of such aggregate Exercise Price not satisfied by such reduction in the number of whole shares to be issued. Following a Net-Exercise, the number of shares remaining subject to the Option, if any, shall be reduced by the sum of (1) the net number of shares issued to the Participant upon such exercise, and (2) the number of shares deducted by the Company for payment of the aggregate Exercise Price.

(iii) **Stock Tender Exercise.** A *" Stock Tender Exercise "* means the delivery of a properly executed Exercise Notice accompanied by (1) the Participant's tender to the Company, or attestation to the ownership, in a form acceptable to the Company of whole shares of Stock having a Fair Market Value that does not exceed the aggregate Exercise Price for the shares with respect to which the Option is exercised, and (2) the Participant's payment to the Company in cash of the remaining balance of such aggregate Exercise Price not satisfied by such shares' Fair Market Value. A Stock Tender Exercise shall not be permitted if it would constitute a violation of the provisions of any law, regulation or agreement restricting the redemption of the Company's stock. If required by the Company, the Option may not be exercised by tender to the Company, or attestation to the ownership, of shares of Stock unless such shares either have been owned by the Participant for a period of time required by the Company (and not used for another option exercise by attestation during such period) or were not acquired, directly or indirectly, from the Company.

4.4 **Tax Withholding .**

(a) ***In General.*** At the time the Option is exercised, in whole or in part, or at any time thereafter as requested by a Participating Company, the Participant hereby authorizes withholding from payroll and any other amounts payable to the Participant, and otherwise agrees to make adequate provision for (including by means of a Cashless Exercise to the extent permitted by the Company), any sums required to satisfy the federal, state, local and foreign tax (including any social insurance) withholding obligations of the Participating Company Group, if any, which arise in connection with the Option. The Company shall have no obligation to deliver shares of Stock until the tax withholding obligations of the Participating Company Group have been satisfied by the Participant.

(b) ***Withholding in Shares .*** The Company shall have the right, but not the obligation, to require the Participant to satisfy all or any portion of a Participating Company's tax withholding obligations upon exercise of the Option by deducting from the shares of Stock otherwise issuable to the Participant upon such exercise a number of whole shares having a fair market value, as determined by the Company as of the date of exercise, not in excess of the amount of such tax withholding obligations determined by the applicable minimum statutory withholding rates.

4.5 **Beneficial Ownership of Shares; Certificate Registration .** The Participant hereby authorizes the Company, in its sole discretion, to deposit for the benefit of the

Participant with any broker with which the Participant has an account relationship of which the Company has notice any or all shares acquired by the Participant pursuant to the exercise of the Option. Except as provided by the preceding sentence, a certificate for the shares as to which the Option is exercised shall be registered in the name of the Participant, or, if applicable, in the names of the heirs of the Participant.

4.6 **Restrictions on Grant of the Option and Issuance of Shares .** The grant of the Option and the issuance of shares of Stock upon exercise of the Option shall be subject to compliance with all applicable requirements of federal, state or foreign law with respect to such securities. The Option may not be exercised if the issuance of shares of Stock upon exercise would constitute a violation of any applicable federal, state or foreign securities laws or other law or regulations or the requirements of any stock exchange or market system upon which the Stock may then be listed. In addition, the Option may not be exercised unless (i) a registration statement under the Securities Act shall at the time of exercise of the Option be in effect with respect to the shares issuable upon exercise of the Option or (ii) in the opinion of legal counsel to the Company, the shares issuable upon exercise of the Option may be issued in accordance with the terms of an applicable exemption from the registration requirements of the Securities Act. THE PARTICIPANT IS CAUTIONED THAT THE OPTION MAY NOT BE EXERCISED UNLESS THE FOREGOING CONDITIONS ARE SATISFIED. ACCORDINGLY, THE PARTICIPANT MAY NOT BE ABLE TO EXERCISE THE OPTION WHEN DESIRED EVEN THOUGH THE OPTION IS VESTED. The inability of the Company to obtain from any regulatory body having jurisdiction the authority, if any, deemed by the Company ' s legal counsel to be necessary to the lawful issuance and sale of any shares subject to the Option shall relieve the Company of any liability in respect of the failure to issue or sell such shares as to which such requisite authority shall not have been obtained. As a condition to the exercise of the Option, the Company may require the Participant to satisfy any qualifications that may be necessary or appropriate, to evidence compliance with any applicable law or regulation and to make any representation or warranty with respect thereto as may be requested by the Company.

4.7 **Fractional Shares .** The Company shall not be required to issue fractional shares upon the exercise of the Option.

5. **NONTRANSFERABILITY OF THE OPTION .**

During the lifetime of the Participant, the Option shall be exercisable only by the Participant or the Participant's guardian or legal representative. The Option shall not be subject in any manner to anticipation, alienation, sale, exchange, transfer, assignment, pledge, encumbrance, or garnishment by creditors of the Participant or the Participant's beneficiary, except transfer by will or by the laws of descent and distribution. Following the death of the Participant, the Option, to the extent provided in Section 7 , may be exercised by the Participant ' s legal representative or by any person empowered to do so under the deceased Participant ' s will or under the then applicable laws of descent and distribution.

6. **TERMINATION OF THE OPTION .**

The Option shall terminate and may no longer be exercised after the first to occur of (a) the close of business on the Option Expiration Date, (b) the close of business on the last date

for exercising the Option following termination of the Participant ' s Service as described in Section 7, or (c) a Change in Control to the extent provided in Section 8.

7. **EFFECT OF TERMINATION OF SERVICE .**

7.1 **Option Exercisability.** The Option shall terminate immediately upon the Participant's termination of Service to the extent that it is then unvested and shall be exercisable after the Participant's termination of Service to the extent it is then vested only during the applicable time period as determined below and thereafter shall terminate.

(a) ***Retirement.*** If the Participant ' s Service terminates other than for Cause after the Participant has both (i) attained age fifty (50) and (ii) completed ten (10) year of continuous Service (such combination of age and continuous Service, " ***Retirement Eligibility*** "), the Option, to the extent unexercised and exercisable for Vested Shares on the date on which the Participant ' s Service terminated, may be exercised by the Participant (or the Participant ' s guardian or legal representative) at any time prior to the Option Expiration Date.

(b) ***Disability .*** If the Participant ' s Service terminates because of the Disability of the Participant, the Option, to the extent unexercised and exercisable for Vested Shares on the date on which the Participant ' s Service terminated, may be exercised by the Participant (or the Participant ' s guardian or legal representative) at any time prior to the expiration of twelve (12) months after the date on which the Participant ' s Service terminated, but in any event no later than the Option Expiration Date. Notwithstanding the foregoing, if the Participant ' s Service terminates because of the Disability of the Participant after the Participant achieves Retirement Eligibility, the Option, to the extent unexercised and exercisable for Vested Shares on the date on which the Participant ' s Service terminated, may be exercised by the Participant (or the Participant ' s guardian or legal representative) at any time prior to the Option Expiration Date.

(c) ***Death .*** If the Participant's Service terminates because of the death of the Participant, the Option, to the extent unexercised and exercisable for Vested Shares on the date on which the Participant's Service terminated, may be exercised by the Participant's legal representative or other person who acquired the right to exercise the Option by reason of the Participant's death at any time prior to the expiration of twelve (12) months after the date on which the Participant's Service terminated, but in any event no later than the Option Expiration Date. Notwithstanding the foregoing, (i) if the Participant dies during the three-month period provided by Section 7.1(e) or during the twelve-month period provided by Section 7.1(b), the Option, to the extent unexercised and exercisable for Vested Shares on the date on which the Participant's Service terminated, may be exercised by the Participant's legal representative or other person who acquired the right to exercise the Option by reason of the Participant's death at any time prior to the expiration of twelve (12) months after the date of the Participant's death, but in any event no later than the Option Expiration Date; or (ii) if the Participant ' s Service terminates because of the death of the Participant after the Participant achieves Retirement Eligibility, the Option, to the extent unexercised and exercisable for Vested Shares on the date on which the Participant ' s Service terminated, may be exercised by the Participant's legal representative or other person who acquired the right to exercise the Option by reason of the Participant's death at any time prior to the Option Expiration Date .

(d) ***Termination for Cause.*** Notwithstanding any other provision of this Option Agreement to the contrary, if the Participant's Service is terminated for Cause or if, following the Participant's termination of Service and during any period in which the Option otherwise would remain exercisable, the Participant engages in any act that would constitute Cause, the Option shall terminate in its entirety and cease to be exercisable immediately upon such termination of Service or act.

(e) ***Other Termination of Service .*** If the Participant's Service terminates for any reason, except Disability, death or Cause or after achieving Retirement Eligibility, the Option, to the extent unexercised and exercisable for Vested Shares by the Participant on the date on which the Participant's Service terminated, may be exercised by the Participant at any time prior to the expiration of three (3) months after the date on which the Participant's Service terminated, but in any event no later than the Option Expiration Date.

7.2 **Extension if Exercise Prevented by Law .** Notwithstanding the foregoing, other than termination of the Participant's Service for Cause, if the exercise of the Option within the applicable time periods set forth in Section 7.1 is prevented by the provisions of Section 4.6, the Option shall remain exercisable until the later of (a) thirty (30) days after the date such exercise first would no longer be prevented by such provisions, or (b) the end of the applicable time period under Section 7.1, but in any event no later than the Option Expiration Date.

8. **EFFECT OF CHANGE IN CONTROL .**

In the event of a Change in Control, except to the extent that the Committee determines to cash out the Option in accordance with Section 13.1(c) of the Plan, the surviving, continuing, successor, or purchasing entity or parent thereof, as the case may be (the *" **Acquiror** "*), may, without the consent of the Participant, assume or continue in full force and effect the Company's rights and obligations under all or any portion of the Option or substitute for all or any portion of the Option a substantially equivalent option for the Acquiror's stock. For purposes of this Section, the Option or any portion thereof shall be deemed assumed if, following the Change in Control, the Option confers the right to receive, subject to the terms and conditions of the Plan and this Option Agreement, for each share of Stock subject to such portion of the Option immediately prior to the Change in Control, the consideration (whether stock, cash, other securities or property or a combination thereof) to which a holder of a share of Stock on the effective date of the Change in Control was entitled (and if holders were offered a choice of consideration, the type of consideration chosen by the holders of a majority of the outstanding shares of Stock); provided, however, that if such consideration is not solely common stock of the Acquiror, the Committee may, with the consent of the Acquiror, provide for the consideration to be received upon the exercise of the Option, for each share of Stock subject to the Option, to consist solely of common stock of the Acquiror equal in Fair Market Value to the per share consideration received by holders of Stock pursuant to the Change in Control. The Option shall terminate and cease to be outstanding effective as of the time of consummation of the Change in Control to the extent that the Option is neither assumed or continued by the Acquiror in connection with the Change in Control nor exercised as of the time of the Change in Control.

9. **ADJUSTMENTS FOR CHANGES IN CAPITAL STRUCTURE .**

Subject to any required action by the stockholders of the Company and the requirements of Sections 409A and 424 of the Code to the extent applicable, in the event of any change in the Stock effected without receipt of consideration by the Company, whether through merger, consolidation, reorganization, reincorporation, recapitalization, reclassification, stock dividend, stock split, reverse stock split, split-up, split-off, spin-off, combination of shares, exchange of shares, or similar change in the capital structure of the Company, or in the event of payment of a dividend or distribution to the stockholders of the Company in a form other than Stock (excepting normal cash dividends) that has a material effect on the Fair Market Value of shares of Stock, appropriate and proportionate adjustments shall be made in the number, Exercise Price and kind of shares subject to the Option, in order to prevent dilution or enlargement of the Participant's rights under the Option. For purposes of the foregoing, conversion of any convertible securities of the Company shall not be treated as "effected without receipt of consideration by the Company." Any fractional share resulting from an adjustment pursuant to this Section shall be rounded down to the nearest whole number and the Exercise Price shall be rounded up to the nearest whole cent. In no event may the Exercise Price be decreased to an amount less than the par value, if any, of the stock subject to the Option. The Committee in its sole discretion, may also make such adjustments in the terms of the Option to reflect, or related to, such changes in the capital structure of the Company or distributions as it deems appropriate. All adjustments pursuant to this Section shall be determined by the Committee, and its determination shall be final, binding and conclusive.

10. **RIGHTS AS A STOCKHOLDER, DIRECTOR, EMPLOYEE OR CONSULTANT .**

The Participant shall have no rights as a stockholder with respect to any shares covered by the Option until the date of the issuance of the shares for which the Option has been exercised (as evidenced by the appropriate entry on the books of the Company or of a duly authorized transfer agent of the Company). No adjustment shall be made for dividends, distributions or other rights for which the record date is prior to the date the shares are issued, except as provided in Section 9. If the Participant is an Employee, the Participant understands and acknowledges that, except as otherwise provided in a separate, written employment agreement between a Participating Company and the Participant, the Participant ' s employment is "at will" and is for no specified term. Nothing in this Option Agreement shall confer upon the Participant any right to continue in the Service of a Participating Company or interfere in any way with any right of the Participating Company Group to terminate the Participant ' s Service as a Director, an Employee or Consultant, as the case may be, at any time.

11. **NOTICE OF SALES UPON DISQUALIFYING DISPOSITION .**

The Participant shall dispose of the shares acquired pursuant to the Option only in accordance with the provisions of this Option Agreement. In addition, *if the Grant Notice designates this Option as an Incentive Stock Option,* the Participant shall (a) promptly notify the Chief Financial Officer of the Company if the Participant disposes of any of the shares acquired pursuant to the Option within one (1) year after the date the Participant exercises all or part of the Option or within two (2) years after the Date of Grant and (b) provide the Company with a description of the circumstances of such disposition. Until such time as the Participant disposes

of such shares in a manner consistent with the provisions of this Option Agreement, unless otherwise expressly authorized by the Company, the Participant shall hold all shares acquired pursuant to the Option in the Participant ' s name (and not in the name of any nominee) for the one-year period immediately after the exercise of the Option and the two-year period immediately after Date of Grant. At any time during the one-year or two-year periods set forth above, the Company may place a legend on any certificate representing shares acquired pursuant to the Option requesting the transfer agent for the Company ' s stock to notify the Company of any such transfers. The obligation of the Participant to notify the Company of any such transfer shall continue notwithstanding that a legend has been placed on the certificate pursuant to the preceding sentence.

12. **LEGENDS .**

The Company may at any time place legends referencing any applicable federal, state or foreign securities law restrictions on all certificates representing shares of stock subject to the provisions of this Option Agreement. The Participant shall, at the request of the Company, promptly present to the Company any and all certificates representing shares acquired pursuant to the Option in the possession of the Participant in order to carry out the provisions of this Section. Unless otherwise specified by the Company, legends placed on such certificates may include, but shall not be limited to, the following:

> "THE SHARES EVIDENCED BY THIS CERTIFICATE WERE ISSUED BY THE CORPORATION TO THE REGISTERED HOLDER UPON EXERCISE OF AN INCENTIVE STOCK OPTION AS DEFINED IN SECTION 422 OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED ("ISO "). IN ORDER TO OBTAIN THE PREFERENTIAL TAX TREATMENT AFFORDED TO ISOs, THE SHARES SHOULD NOT BE TRANSFERRED PRIOR TO [*INSERT DISQUALIFYING DISPOSITION DATE HERE*]. SHOULD THE REGISTERED HOLDER ELECT TO TRANSFER ANY OF THE SHARES PRIOR TO THIS DATE AND FOREGO ISO TAX TREATMENT, THE TRANSFER AGENT FOR THE SHARES SHALL NOTIFY THE CORPORATION IMMEDIATELY. THE REGISTERED HOLDER SHALL HOLD ALL SHARES PURCHASED UNDER THE INCENTIVE STOCK OPTION IN THE REGISTERED HOLDER ' S NAME (AND NOT IN THE NAME OF ANY NOMINEE) PRIOR TO THIS DATE OR UNTIL TRANSFERRED AS DESCRIBED ABOVE."

13. **MISCELLANEOUS PROVISIONS .**

13.1 **Termination or Amendment.** The Committee may terminate or amend the Plan or the Option at any time; provided, however, that except as provided in Section 8 in connection with a Change in Control, no such termination or amendment may have a materially adverse effect on the Option or any unexercised portion hereof without the consent of the Participant unless such termination or amendment is necessary to comply with any applicable law or government regulation. No amendment or addition to this Option Agreement shall be effective unless in writing.

13.2 **Further Instruments.** The parties hereto agree to execute such further instruments and to take such further action as may reasonably be necessary to carry out the intent of this Option Agreement.

13.3 **Binding Effect.** This Option Agreement shall inure to the benefit of the successors and assigns of the Company and, subject to the restrictions on transfer set forth herein, be binding upon the Participant and the Participant's heirs, executors, administrators, successors and assigns.

13.4 **Delivery of Documents and Notices.** Any document relating to participation in the Plan or any notice required or permitted hereunder shall be given in writing and shall be deemed effectively given (except to the extent that this Option Agreement provides for effectiveness only upon actual receipt of such notice) upon personal delivery, electronic delivery at the e-mail address, if any, provided for the Participant by a Participating Company, or upon deposit in the U.S. Post Office or foreign postal service, by registered or certified mail, or with a nationally recognized overnight courier service, with postage and fees prepaid, addressed to the other party at the address of such party set forth in the Grant Notice or at such other address as such party may designate in writing from time to time to the other party.

(a) ***Description of Electronic Delivery.*** The Plan documents, which may include but do not necessarily include: the Plan, the Grant Notice, this Option Agreement, the Plan Prospectus, and any reports of the Company provided generally to the Company's stockholders, may be delivered to the Participant electronically. In addition, if permitted by the Company, the Participant may deliver electronically the Grant Notice and Exercise Notice called for by Section 4.2 to the Company or to such third party involved in administering the Plan as the Company may designate from time to time. Such means of electronic delivery may include but do not necessarily include the delivery of a link to a Company intranet or the Internet site of a third party involved in administering the Plan, the delivery of the document via e-mail or such other means of electronic delivery specified by the Company.

(b) ***Consent to Electronic Delivery.*** The Participant acknowledges that the Participant has read Section 13.4(a) of this Option Agreement and consents to the electronic delivery of the Plan documents and, if permitted by the Company, the delivery of the Grant Notice and Exercise Notice, as described in Section 13.4(a). The Participant acknowledges that he or she may receive from the Company a paper copy of any documents delivered electronically at no cost to the Participant by contacting the Company by telephone or in writing. The Participant further acknowledges that the Participant will be provided with a paper copy of any documents if the attempted electronic delivery of such documents fails. Similarly, the Participant u nderstands that the Participant must provide the Company or any designated third party administrator with a paper copy of any documents if the attempted electronic delivery of such documents fails. The Participant may revoke his or her consent to the electronic delivery of documents described in Section 13.4(a) or may change the electronic mail address to which such documents are to be delivered (if the Participant has provided an electronic mail address) at any time by notifying the Company of such revoked consent or revised e-mail address by telephone, postal service or electronic mail. Finally, the Participant understands that he or she is not required to consent to electronic delivery of documents described in Section 13.4(a).

13.5 **Recoupment.** Notwithstanding anything to the contrary in this Option Agreement, the Option (including any income, capital gains, proceeds realized or other economic benefit actually or constructively received by the Participant upon the receipt, vesting or exercise of the Option, and the Participant's sale or other disposition of the Stock acquired through exercise of the Option) shall be subject to recovery under any clawback, recovery or recoupment policy which the Company may adopt from time to time and any policy which the Company may be required to adopt under Section 954 of the Dodd-Frank Wall Street Reform and Consumer Protection Act or other applicable law, the rules and regulations of the U.S. Securities and Exchange Commission, or the requirements of any national securities exchange on which the Company's Stock may be listed. By accepting the Option, the Participant expressly acknowledges and agrees that the Option is subject to the terms of the foregoing policies, whether retroactively or prospectively adopted, and agrees to cooperate fully with the Committee to facilitate the recovery of the Option, any shares of Stock acquired through the exercise of the Option or proceeds realized from the Participant's sale or other disposition of the Stock acquired through exercise of the Option that the Committee determines in its sole discretion is required or entitled to be recovered pursuant to the terms of such policies.

13.6 **Integrated Agreement.** The Grant Notice, this Option Agreement and the Plan, together with the Superseding Agreement, if any, shall constitute the entire understanding and agreement of the Participant and the Participating Company Group with respect to the subject matter contained herein and supersede any prior agreements, understandings, restrictions, representations, or warranties among the Participant and the Participating Company Group with respect to such subject matter. To the extent contemplated herein, the provisions of the Grant Notice, the Option Agreement and the Plan shall survive any exercise of the Option and shall remain in full force and effect.

13.7 **Applicable Law.** This Option Agreement shall be governed by the laws of the State of Nevada as such laws are applied to agreements between Nevada residents entered into and to be performed entirely within the State of Nevada.

13.8 **Counterparts.** The Grant Notice may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Exhibit 10.8

EVERI HOLDINGS INC.
NOTICE OF GRANT OF STOCK OPTION

Everi Holdings Inc. (the *" **Company** "*) has granted to the Participant an option (the *" **Option** "*) to purchase certain shares of Stock pursuant to the Everi Holdings Inc. 2012 Equity Incentive Plan (the *" **Plan** "*), as follows:

Participant:	_____ **Award No.:** _ _____
Date of Grant:	_____, 2016
Number of Option Shares:	_____, subject to adjustment as provided by the Option Agreement.
Exercise Price per Share:	$_____
Vesting Start Date:	_____, 2016
Option Expiration Date:	The tenth anniversary of the Date of Grant.
Tax Status of Option:	Nonstatutory Stock Option
Vested Shares:	Except as provided in the Option Agreement and provided the Participant's Service has not terminated prior to the applicable vesting date, the number of Vested Shares is determined as follows: Twenty-five percent (25%) of the total Number of Option Shares shall vest and become Vested Shares on each of the first four anniversaries of the Vesting Start Date (disregarding any resulting fractional share) (each such vesting date is referred to herein as a " ***Vesting Date*** " and each such vesting tranche is referred to herein as a " ***Tranche*** "), provided that as of the Vesting Date for each Tranche the closing price of the Company's shares on the New York Stock Exchange (the " ***Closing Price*** ") is at least $_____ (" ***Price Hurdle*** "). If the Price Hurdle is not met as of the Vesting Date for a Tranche, then the Tranche shall vest and become Vested Shares on the last day of a period of thirty (30) consecutive Trading Days during which the Closing Price is at least the Price Hurdle. No shares shall become Vested Shares after the earlier of the Participant's termination of Service or termination of the Option. " ***Trading Day*** " shall mean any day upon which the Company's common stock is traded on the New York Stock Exchange.
Accelerated Vesting:	Notwithstanding any other provision contained in this Notice of Grant of Stock Option or the Option Agreement, the total Number of Option Shares shall become Vested Shares immediately prior to, but conditioned upon, the consummation of a Change in Control, provided that the Participant's Service has not terminated prior to the date of the Change in Control.
Suspension of Vesting:	During any authorized leave of absence, the vesting of the Option as provided by this Grant Notice shall be suspended after the leave of absence exceeds a period of ninety (90) days. Vesting of the Option shall resume upon the Participant's termination of the leave of absence and return to Service. The period of Service required for each subsequent tranche determined in accordance with the vesting schedule above shall be extended by the length of the suspension. Any extension of the vesting schedule shall not defer the Option Expiration Date.

By their signatures below or by electronic acceptance or authentication in a form authorized by the Company, the Company and the Participant agree that the Option is governed by this Notice of Grant of Stock Option and by the provisions of the Option Agreement and the Plan, both of which are made a part of this document, and by the Superseding Agreement, if any. The Participant acknowledges that copies of the Plan, the Option Agreement and the prospectus for the Plan are available on the Company's internal web site and may be viewed and printed by the Participant for attachment to the Participant's copy of this Notice of Grant of Stock Option. The Participant represents that the Participant has read and is familiar with the provisions of the Option Agreement and the Plan, and hereby accepts the Option subject to all of their terms and conditions.

EVERI HOLDINGS INC.	**PARTICIPANT**
By: _____	_____
Michael D. Rumbolz Chief Executive Officer	Signature
	_____
	Date
Address: 7250 S. Tenaya Way, Suite 100 Las Vegas, NV 89113	_____
	Address
	_____

ATTACHMENTS: 2012 Equity Incentive Plan, as amended to the Date of Grant; Stock Option Agreement; Exercise Notice; and Plan Prospectus

EVERI HOLDINGS INC.
NOTICE OF GRANT OF STOCK OPTION

Everi Holdings Inc. (the *" **Company** "*) has granted to the Participant an option (the *" **Option** "*) to purchase certain shares of Stock pursuant to the Everi Holdings Inc. 2012 Equity Incentive Plan (the *" **Plan** "*), as follows:

Participant:	_____ **Award No.:** _____
Date of Grant:	_____, 2016
Number of Option Shares:	_____, subject to adjustment as provided by the Option Agreement.
Exercise Price per Share:	$_____
Vesting Start Date:	_____, 2016
Option Expiration Date:	The tenth anniversary of the Date of Grant.
Tax Status of Option:	Nonstatutory Stock Option
Vested Shares:	Except as provided in the Option Agreement and provided the Participant's Service has not terminated prior to the applicable vesting date, the number of Vested Shares is determined as follows: Twenty-five percent (25%) of the total Number of Option Shares shall vest and become Vested Shares on each of the first four anniversaries of the Vesting Start Date (disregarding any resulting fractional share) (each such vesting date is referred to herein as a " ***Vesting Date*** " and each such vesting tranche is referred to herein as a " ***Tranche*** "), provided that as of the Vesting Date for each Tranche the closing price of the Company's shares on the New York Stock Exchange (the " ***Closing Price*** ") is at least $_____ (" ***Price Hurdle*** "). If the Price Hurdle is not met as of the Vesting Date for a Tranche, then the Tranche shall vest and become Vested Shares on the last day of a period of thirty (30) consecutive Trading Days during which the Closing Price is at least the Price Hurdle. No shares shall become Vested Shares after the earlier of the Participant's termination of Service or termination of the Option. " ***Trading Day*** " shall mean any day upon which the Company's common stock is traded on the New York Stock Exchange.
Accelerated Vesting:	Notwithstanding any other provision contained in this Grant Notice or the Option Agreement: (i) the total Number of Option Shares shall become Vested Shares upon the Participant's termination of Service if the Participant's Service is terminated by the Participating Company without Cause or by the Participant for Good Reason within ten days prior to, or within eighteen (18) months after, the date a Change in Control is consummated; and (ii) the total Number of Option Shares shall become Vested Shares immediately before the Change in Control, and contingent thereon, if the Acquiror does not assume or continue the Option as described in Section 8 of the Option Agreement. " ***Cause*** " and " ***Good Reason*** " have the meanings given those terms in the Employment Agreement.
Suspension of Vesting:	During any authorized leave of absence, the vesting of the Option as provided by this Grant Notice shall be suspended after the leave of absence exceeds a period of ninety (90) days. Vesting of the Option shall resume upon the Participant's termination of the leave of absence and return to Service. The period of Service required for each subsequent tranche determined

in accordance with the vesting schedule above shall be extended by the length of the suspension. Any extension of the vesting schedule shall not defer the Option Expiration Date.

Employment Agreement

Employment Agreement by and between _____ and _____ dated _____.

Superseding Agreement

None. Participant acknowledges and agrees that none of the provisions of the Employment Agreement relating to vesting, exercisability, or termination of equity awards (including accelerated vesting upon a Change in Control or the post-termination exercise period) shall apply to this Option, so that the provisions of the Grant Notice and Option Agreement for this Option shall supersede those provisions in the Employment Agreement.

Restrictive Covenants

This Option is consideration for Participant's compliance with the restrictive covenants herein. If the Employment Agreement or any other agreement signed by the Participant for the benefit of the Company or any Affiliate contains more restrictive provisions, those provisions shall continue in effect notwithstanding any contrary provision in any such agreement.

Participant acknowledges that because of Participant's position in the Company, Participant will have access to the Company's and its affiliates' new and additional Proprietary Information (as defined below), including confidential information and trade secrets. Subject to clause 1(a) and 1(d) of the Participant's Employee Proprietary Information and Inventions Agreement (" ***EPIIA*** "), Participant agrees that during Participant's Service and for a period of 12 months after termination of Participant's Service, Participant shall not directly or indirectly, either for Participant or for any other individual, corporation, partnership, joint venture or other entity, participate in or provide any services, whether as an employee, consultant or independent contractor, member of a board of directors or in any other capacity, to any entity in connection with the development, production, marketing, soliciting or selling products or services competitive with products or services being developed, produced, marketed or sold by any Company business unit, division, or department operating anywhere in the world, for which Participant performed any work or about which Participant obtained Proprietary Information during the two year period prior to Participant's last day of Service. Subject to clause 1(a) and 1(d) of the EPIIA, Participant also agrees during Participant's Service and for a period of 12 months after termination of Participant's Service, Participant shall not directly or indirectly, either for Participant or for any other individual, corporation, partnership, joint venture or other entity, (i) divert or attempt to divert from the Company or any affiliate of the Company any business of any kind, including without limitation the solicitation of or interference with any of its customers, clients, business partners or suppliers, or (ii) solicit, induce, recruit or encourage any person employed by the Company or any affiliate of the Company during the six months prior to Participant's last day of Service to terminate his or her employment. For purposes of the foregoing, the term "participate in" shall include, without limitation, having any direct or indirect interest in any corporation, partnership, joint venture or other entity, whether as a sole proprietor, owner, stockholder, partner, joint venturer, creditor or otherwise, or rendering any direct or indirect service or assistance to any individual, corporation, partnership, joint venture and other business entity (whether as a director, officer, manager, supervisor, employee, agent, consultant or otherwise).

" ***Proprietary Information*** " means all information and any idea in whatever form, tangible or intangible, whether disclosed to or learned or developed by Participant, pertaining in any manner to the business of the Company or to the Company's affiliates, consultants, or business associates, unless: (i) the information is or becomes publicly known through lawful means; (ii) the information was rightfully in Participant's possession or part of Participant's general knowledge prior to

Participant's employment by the Company; or (iii) the information is disclosed to Participant without confidential or proprietary restrictions by a third party who rightfully possesses the information (without confidential or proprietary restrictions) and did not learn of it, directly or indirectly, from the Company. Participant further understands that the Company considers the following information to be included, without limitation, in the definition of Proprietary Information: (A) schematics, techniques, employee suggestions, development tools and processes, computer printouts, computer programs, design drawings and manuals, electronic codes, formulas and improvements; (B) information about costs, profits, markets, sales, customers, prospective customers, customer contracts (including without limitation the terms and conditions of such customer contracts) and bids; (C) plans for business, marketing, future development and new product concepts; (D) customer lists, and distributor and representative lists; (E) all documents, books, papers, drawings, models, sketches, and other data of any kind and description, including electronic data recorded or retrieved by any means, that have been or will be given to Participant by the Company (or any affiliate of it), as well as written or verbal instructions or comments; (F) any information or material not described in (A)-(E) above which relate to the Company's inventions, technological developments, "know how", purchasing, accounts, merchandising, or licensing; (G) employee personnel files and information about employee compensation and benefits; and (H) any information of the type described in (A)-(G) above which the Company has a legal obligation to treat as confidential, or which the Company treats as proprietary or designates as confidential, whether or not owned or developed by the Company.

Participant acknowledges that Participant's fulfillment of the obligations contained in this section, including, but not limited to, Participant's obligation not to interfere with the Company's business as provided above, is necessary to protect the Proprietary Information and, consequently, to preserve the value and goodwill of the Company. Participant further acknowledges the time, geographic and scope limitations of Participant's obligations as described above are reasonable, especially in light of the Company's desire to protect its Proprietary Information, and that Participant will not be precluded from gainful employment if Participant is obligated not to compete with the Company during the specified period and within the specified geography. In accordance with the Defend Trade Secrets Act (DTSA) and other applicable law, nothing in this Proprietary Information policy restricts disclosure of a trade secret to the government in relation to the investigation of a known or suspected violation of law.

The covenants contained herein shall be construed as a series of separate covenants, one for each state, province, country and other political subdivision. Except for geographic coverage, each such separate covenant shall be deemed identical in terms of the covenant contained herein. In the event that the scope, territory or period of time of any separate covenant is determined to be unenforceable by a court of competent jurisdiction, the court, if allowed under applicable law, shall reduce the scope, territory or period of time of that separate covenant to a level that the court deems enforceable and the remaining separate covenants, as well as all other terms and covenants in this Notice of Grant of Stock Option, shall be valid and be enforceable to the fullest extent permitted by law. In the event that any separate covenant is found to be unenforceable in its entirety, the court, if allowed under applicable law, shall eliminate such covenant from this Notice of Grant of Stock Option in that case and the remaining separate covenants, as well as all other terms and covenants in this Notice of Grant of Stock Option, shall be valid and be enforceable to the fullest extent permitted by law. The covenants set forth herein are intended to be enforced to the maximum degree permitted by law.

By their signatures below or by electronic acceptance or authentication in a form authorized by the Company, the Company and the Participant agree that the Option is governed by this Notice of Grant of Stock Option and by the provisions of the Option Agreement and the Plan, both of which are made a part of this document, and by the Superseding Agreement, if any. The Participant acknowledges that copies of the Plan, the Option Agreement and the prospectus for the Plan are available on the Company's internal web site and may be viewed and printed by the Participant for attachment to the Participant's copy of this Notice of Grant of Stock Option. The Participant represents that the Participant has read and is familiar with the provisions of the Option Agreement and the Plan, and hereby accepts the Option subject to all of their terms and conditions.

EVERI HOLDINGS INC.

By: _____

Michael D. Rumbolz
Chief Executive Officer

Address: 7250 S. Tenaya Way, Suite 100
Las Vegas, NV 89113

PARTICIPANT

_____

Signature

_____

Date

_____

Address

_____

ATTACHMENTS: 2012 Equity Incentive Plan, as amended to the Date of Grant; Stock Option Agreement; Exercise Notice; and Plan Prospectus

EVERI REPORTS 2016 FIRST QUARTER RESULTS

- Michael D. Rumbolz Appointed President and Chief Executive Officer -

Las Vegas, NV – May 10, 2016 – Everi Holdings Inc. (NYSE:EVRI) ("Everi" or the "Company") today reported financial results for the first quarter ended March 31, 2016. Everi also announced that Michael D. Rumbolz has been appointed as the Company's President and Chief Executive Officer, effective immediately.

Consolidated Full Quarter Comparative Results (unaudited)

	Three Months Ended March 31, 2016	Three Months Ended March 31, 2015
	(in millions, except per share amounts)	
Revenues	$ 205.8	$ 207.5
Operating income [1]	$ 3.8	$ 28.1
Net (loss) income [1]	$ (13.2)	$ 0.5
Net (loss) income per diluted share [1]	$ (0.20)	$ 0.01
Diluted shares outstanding	66.0	66.5
Adjusted EBITDA [2]	$ 45.7	$ 50.6

(1) Operating income, net (loss) income, and net (loss) income per diluted share for the three months ended March 31, 2016 included $3.3 million for accrued executive severance costs. Operating income, net (loss) income, and net (loss) income per diluted share for the three months ended March 31, 2015 included $1.5 million of acquisition and other costs related to the Merger of Everi and Everi Games Holding Inc. (the "Merger") completed in December 2014, $0.5 million of purchase accounting adjustments and a $14.4 million benefit from one-time legal settlement proceeds.

(2) For a reconciliation of Adjusted EBITDA, see the Unaudited Reconciliation of Operating (loss) income to EBITDA and Adjusted EBITDA provided at the end of this release.

Michael Rumbolz, President and Chief Executive Officer of Everi, commented, “While our first quarter results show that much work remains to be done, we are starting to make progress on leveraging our product portfolio, industry expertise and compliance infrastructure to accelerate and maximize long-term company-wide growth opportunities. Our initial success in these efforts includes: increasing our Games and Payments product portfolio, adding new distribution capabilities, the ongoing development of new licensed and branded games, and the integration of our Games and Payments products to provide customers with value-enhancing solutions.

“Our financial results for the first quarter of 2016 were impacted by several previously identified factors including lower unit sales driven primarily by the timing of field trials for our new Core HDX cabinet late in the fourth quarter 2015 and first quarter 2016, lower year-over-year sales of Payments kiosks, and the removal of third party Class III games from our installed base. We believe our 2016 first quarter operating results will represent the low mark for quarterly performance this year as we expect to generate improvement in the second quarter and then in the second half of 2016 relative to operating results in the first half of the year. This expectation is based in part on our belief that quarterly unit sales will increase year over year for the balance of 2016 primarily reflecting the historically high levels of field unit trials for our games which should correlate to an increase in future unit sales. We also are actively managing our third party Class III unit removals with the expectation that we will be able to replace a portion of any removals with our Class II units and we continue to believe that our installed base will grow over the balance of the year and end 2016 relatively flat compared to the 2015 year-end installed base. In addition, the fraud losses and incremental processing costs experienced prior to the finalization of our implementation of the new card security features jointly-developed by Europay, MasterCard and Visa (“EMV”) are expected to return to pre-EMV levels, and the operating costs from rollout of the hardware solutions necessary to support EMV should be reduced as well.”

Mr. Rumbolz continued, “We have also identified opportunities in our cost structure and are implementing actions to reduce costs where appropriate. While it will take time to implement some of these changes, achieving success in these efforts is critical to driving performance improvements over the balance of 2016 and beyond in order to create value for shareholders.”

First Quarter 2016 Results Overview

Revenues for the first quarter of 2016 were $205.8 million compared to $207.5 million in the first quarter of 2015. First quarter 2016 revenues included $48.2 million from the Games segment and $157.6 million from the Payments segment. The Company reported operating income of $3.8 million for the first quarter of 2016 compared to operating income of $28.1 million in the prior-year period. Operating income for the three months ended March 31, 2016 included $3.3 million for accrued executive severance costs. Operating income for the prior-year period included a benefit of $14.4 million from one-time legal settlement proceeds and $2.0 million in acquisition and other costs related to the Merger and purchase accounting adjustments.

Adjusted EBITDA for the first quarter of 2016 was $45.7 million compared to $50.6 million in the first quarter of 2015. Adjusted EBITDA for the three months ended March 31, 2016 included $28.4 million and $17.3 million from the Games and Payments segments, respectively. Adjusted EBITDA for the three months ended March 31, 2015 was comprised of $30.6 million and $20.0 million from the Games and Payments segments, respectively.

The Company recorded a loss from operations before income tax provision of $21.2 million for the first quarter of 2016 compared to income from operations before income tax provision of $2.5 million in the first quarter of 2015. Diluted loss per share from continuing operations was $(0.20) for the first quarter of 2016 compared to diluted income per share from continuing operations of $0.01 for the same period last year.

Non-GAAP Measures

Historically, the Company has reported the non-GAAP measures of cash earnings and cash earnings per diluted share of common stock. These measures were established when the Company was a Payments only business. The calculation and definition of these non-GAAP measures varies within our industry as well as other industries and therefore are not always easily comparable between public companies. Senior management believes that the statement of cash flows, as presented in this release and in the Company's quarterly and annual filings, provides the information that investors need regarding the Company's ability to generate cash flow. As a result, these non-GAAP measures will no longer be used internally to evaluate the Company's performance. Although the Company will not report cash earnings and cash earnings per diluted share of common stock, the information necessary to calculate these measures consistent with past reporting will be available within our earnings releases. Management continues to believe that Adjusted EBITDA enhances investor understanding of the underlying trends in our business and provides for better comparability between periods in different years, and will continue to report Adjusted EBITDA as in the past. See "Non-GAAP Financial Information" below.

Games Segment Full Quarter Comparative Results (unaudited)

	Three Months Ended March 31, 2016	Three Months Ended March 31, 2015
	(in millions, except unit amounts and prices)	
Revenues	$ 48.2	$ 55.1
Operating (loss) income [1]	$ (3.2)	$ 0.6
Adjusted EBITDA [2]	$ 28.4	$ 30.6
Units sold	432	822
Average sales price (ASP)	$ 17,835	$ 16,498
Domestic participation installed units:		
Average	13,185	13,169
Quarter end	12,957	13,172
Premium participation units at quarter end	1,740	1,614
Third party Class III participation units at quarter end	1,983	3,214
Approximate daily win per unit	$ 29.10	$ 29.68

(1) Operating income for the three months ended March 31, 2015 included $1.0 million of acquisition and other costs related to the Merger and $0.5 million of purchase accounting adjustments.
(2) For a reconciliation of Adjusted EBITDA, see the Unaudited Reconciliation of Operating (loss) income to EBITDA and Adjusted EBITDA provided at the end of this release.

2016 First Quarter Games Segment Highlights:

- Revenues were $48.2 million compared to $55.1 million in the prior-year period. Segment revenue for the first quarter of 2016 included $39.8 million from gaming operations and $8.4 million from product sales. Excluding $0.9 million in revenue in the prior-year period from the Company's electronic table games operations which was divested in the third quarter of 2015, revenues from gaming operations were flat compared to the prior-year period.

- The installed base at the end of the first quarter of 2016 was 12,957 units, a decline of 215 units compared to the prior-year period.

- The installed base of premium participation games increased 126 units year over year to 1,740 units.

- The estimated daily win per unit of the installed base decreased $0.58 over the prior-year period to $29.10.

- Revenue from the New York Lottery business was $4.5 million in the first quarter of 2016 compared to $4.2 million in the prior-year period.

- Revenue from electronic game sales was $8.4 million for the first quarter of 2016 compared to $14.6 million in the prior-year period, primarily driven by volume. The Company sold 432 units in the first quarter of 2016 compared to 822 units in the first quarter of 2015.

- Sales of Everi's premium-priced TournEvent slot tournament solution comprised 16% of total units sold in the first quarter of 2016 compared to 24% of units sold in the prior-year period.

Games Segment Recent Developments:

- The Company recently entered into an agreement with the Alberta Gaming & Liquor Commission ("AGLC") for the sale of 200 TournEvent® units and the placement of 50 premium participation units across 28 casino properties in the province.

Payments Segment Full Quarter Comparative Results (unaudited)

	Three Months Ended March 31, 2016	Three Months Ended March 31, 2015
	(in millions, unless otherwise noted)	
Revenues	$ 157.6	$ 152.4
Operating income [1]	$ 7.0	$ 27.5
Adjusted EBITDA [2]	$ 17.3	$ 20.0
Aggregate dollar amount processed (in billions):		
Cash advance	$ 1.3	$ 1.3
ATM	$ 3.8	$ 3.4
Check warranty	$ 0.3	$ 0.3
Number of transactions completed (in millions):		
Cash advance	2.3	2.3
ATM	18.9	17.3
Check warranty	0.9	0.9

(1) Operating income for the three months ended March 31, 2016 included $3.3 million in accrued executive severance costs. Operating income for the three months ended March 31, 2015 included $0.5 million of acquisition and other costs related to the Merger and a benefit of $14.4 million from one-time legal settlement proceeds.
(2) For a reconciliation of Adjusted EBITDA, see the Unaudited Reconciliation of Operating (loss) income to EBITDA and Adjusted EBITDA provided at the end of this release.

2016 First Quarter Payments Segment Highlights:

- Revenues increased approximately 3% to $157.6 million in the first quarter of 2016 compared to $152.4 million in the prior-year period.

- Cash Advance revenues decreased approximately 2% to $58.9 million in the first quarter of 2016 compared to $60.2 million in the prior-year period, primarily due to the loss of a corporate customer in the fourth quarter of 2015.

- ATM revenues increased approximately 12% year over year to $84.1 million from $74.9 million in the prior-year period primarily reflecting higher transaction volume as a result of the acquisition of two ATM portfolios in the third and fourth quarters of 2015 as well as same store transaction growth. These increases were partially offset by the above noted loss of a corporate customer in the fourth quarter of 2015.

- Other revenues decreased 22%, or $2.7 million, year over year to $9.5 million, primarily due to a year-over-year decline in revenue related to kiosk sales.

- Adjusted EBITDA margin for the Payments segment was 11.0% for the quarter ended March 31, 2016 compared to 13.1% for the same period in 2015. Adjusted EBITDA for the three months ended March 31, 2016 includes approximately $1.0 million of cash advance incremental fraud losses and one-time processing expenses from the implementation of the Company's end-to-end EMV solution.

Payments Segment Recent Developments:

- Everi became the first company in the casino industry to offer end-to-end compliant cash access payment solutions that utilize chip-enabled card acceptance or EMV. The Company is now fully end-to-end EMV-compliant with all its financial transaction devices, platforms and systems.

Michael Rumbolz Appointed President and CEO; Lin Fox Appointed to the Board of Directors

Michael D. Rumbolz was today named President and Chief Executive Officer, effective immediately. Mr. Rumbolz has served as Interim President and Chief Executive Officer since February 16, 2016. The Company also announced that Linster (Lin) W. Fox, former Executive Vice President, Chief Financial Officer and Secretary of SHFL Entertainment, Inc., has been appointed to the Board of Directors, effective May 11, 2016. Mr. Fox replaces Fred C. Enlow, who retired from the Board on May 9, 2016. Mr. Enlow has served as a Director since October 2006.

Mr. Rumbolz has been a member of Everi's Board of Directors since August 2010. Prior to that, he most recently served as an independent consultant to Everi and previously was the Chairman and CEO of Cash Systems, Inc., a competitor of Everi that was acquired by the Company in 2008. Mr. Rumbolz was also Vice Chairman of the Board of Casino Data Systems and was previously the President and CEO of Anchor Gaming. Additionally, he has served as the Chairman of the Nevada Gaming Control Board, and is the former Chief Deputy Attorney General of the State of Nevada.

Mr. Fox served as EVP, CFO and Secretary of SHFL Entertainment, Inc. from 2009 up until the company's sale to Bally Technologies, Inc. in November 2013. Most recently, he has served on the executive advisory board of the Lee Business School at the University of Nevada-Las Vegas since 2015. Mr. Fox also served as interim CFO of Vincotech in 2009 and as EVP, CFO and Secretary of Cherokee International Corp. from 2005 to 2009. He has also served in a variety of executive roles over the course of 18 years at Anacomp, Inc., including EVP and CFO and as a member of their Board of Directors. He began his career as an accountant at PriceWaterhouseCoopers LLC, is a Certified Public Accountant and has a B.S.B.A. from Georgetown University in Washington, D.C.

"The Board of Directors is extremely pleased that Michael has agreed to serve as the Chief Executive Officer on a permanent basis," commented E. Miles Kilburn, Chairman of the Board of Everi. "Mike is unique in his experience and knowledge of our Games and Payments businesses and the Board is confident in his abilities to execute upon our strategy to drive results. In addition, I want to welcome Lin Fox to the Board of Directors. We believe Lin's gaming industry and public company experience make him an ideal addition to the Board and we are looking forward to the benefit of his counsel and insights going forward. On behalf of the Board, I also want to thank Fred for his nearly ten years of

service as a Director, during which time he helped guide Everi through a period in which we have significantly expanded our presence in the gaming industry."

2016 Outlook Update

Overall, the Company continues to expect that 2016 Adjusted EBITDA will not grow compared to reported 2015 Adjusted EBITDA. Management expects sequential improvement in Adjusted EBITDA in the second quarter of 2016 and also expects Adjusted EBITDA in the second half of 2016 will be higher compared to the first half of 2016. Factors considered in the Company's outlook for the balance of the year include:

- The introduction of the new Core HDX video cabinet has resulted in an acceleration of units on field trials. The increase in field trials, the introduction of new game content, and the entrance into new markets, such as the recently announced agreement with the AGLC and expectations for initial Games segment revenue from the Colorado and Missouri markets in the second half of the year, provide the basis for the Company's expectation that unit sales for the Games segment will exceed prior-year sales in every quarter over the balance of 2016.

- The installed base is expected to grow from the 2016 first quarter period end installed base. As a result, the Company expects the installed base at December 31, 2016 will be relatively flat compared to the installed base at December 31, 2015, reflecting new placements of proprietary Class II and Class III units. The Company will continue to manage third party Class III unit removals with the expectation that it will be able to replace a portion of any removals with proprietary Class II units.

- The Company's Payments business is expected to benefit in 2016 from the continuing improvement in cash to the floor in the gaming industry. In addition, the Company expects quarterly kiosk sales over the balance of the year will grow from 2016 first quarter levels. The implementation of Everi's end-to-end EMV solution in the first quarter of 2016 is expected to result in a reduction of the incremental fraud loss experienced in the first quarter of 2016.

Investor Conference Call and Webcast

The Company will host an investor conference call to discuss its first quarter 2016 results today at 5:00 p.m. ET. The conference call may be accessed live over the phone by dialing (888) 713-4542 or for international callers by dialing (913) 312-9309 . A replay will be available beginning at 8:00 p.m. ET today and may be accessed by dialing (877) 870-5176 or (858) 384-5517 for international callers; the PIN number is 7074267 . The replay will be available until May 17, 2016. The call will be webcast live from the Company's website at www.everi.com (select "Investors" followed by "Events & Presentations").

Non-GAAP Financial Information

In order to enhance investor understanding of the underlying trends in our business and to provide for better comparability between periods in different years, we are providing in this press release Adjusted EBITDA. We define Adjusted EBITDA as earnings before interest, taxes, depreciation and amortization, non-cash stock compensation expense, accretion of contract rights, acquisition and other costs related to mergers and purchase accounting adjustments and accrued executive severance costs less a benefit from one-time legal settlement proceeds. We present Adjusted

EBITDA as we use this measure to manage our business and consider this measure to be supplemental to our operating performance. We also make certain compensation decisions based, in part, on our operating performance, as measured by Adjusted EBITDA; and our credit facility, senior secured notes and senior unsecured notes require us to comply with a consolidated secured leverage ratio that includes performance metrics substantially similar to Adjusted EBITDA. Reconciliations between our actual results prepared in accordance with United States Generally Accepted Accounting Principles ("GAAP") and Adjusted EBITDA are provided at the end of this press release. Adjusted EBITDA is not a measure of financial performance under GAAP. Accordingly, it should not be considered in isolation or as a substitute for, and should be read in conjunction with, our net (loss) income, operating income, basic or diluted (loss) earnings per share or cash flow data prepared in accordance with GAAP.

Cautionary Note Regarding Forward-Looking Statements

This press release contains "forward-looking statements" as defined in the U.S. Private Securities Litigation Reform Act of 1995. In this context, forward-looking statements often address our expected future business and financial performance, and often contain words such as "goal," "target," "future," "estimate," "expect," "anticipate," "intend," "plan," "believe," "seek," "project," "may," "should," or "will" and similar expressions to identify forward-looking statements. Examples of forward-looking statements include, among others, statements we make regarding our ability to leverage our product portfolio, industry expertise and compliance infrastructure to accelerate and maximize long-term company-wide growth opportunities, our Games performance in the second quarter of 2016 and for the remainder of the year, the reduction of fraud losses, processing costs and operating costs from implementation of an end-to-end EMV solution, the expected benefits from our Core HDX video cabinet, the outcome of field trials, our entrance into new markets creating an overall increase in unit sales, the size of our installed base and placements of Class II and Class III content, the expected continued improvement in cash to the floor in the gaming industry and our ability to increase kiosk sales over the balance of the year.

The forward-looking statements in this press release are subject to additional risks and uncertainties, including those set forth under the heading "Risk Factors" and "Management's Discussion and Analysis of Financial Condition and Results of Operations" in our filings with the SEC, including, without limitation, our Annual Report on Form 10-K for the fiscal year ended December 31, 2015 filed with the Securities and Exchange Commission (the "SEC") on March 15, 2016 and subsequent periodic reports, and are based on information available to us on the date hereof. We do not intend, and assume no obligation, to update any forward-looking statements.

These cautionary statements qualify our forward-looking statements, and you are cautioned not to place undue reliance on these forward-looking statements. Any forward-looking statement speaks only as of the date on which it is made, and we disclaim any intention or obligation to update or revise any forward-looking statements, whether as a result of new information, future events or otherwise.

This press release should be read in conjunction with our most recent reports on Form 10-K and Form 10-Q, and the information included in our other press releases, reports and other filings with the SEC. Understanding the information contained in these filings is important in order to fully understand our reported financial results and our business outlook for future periods.

About Everi

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

Contacts

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EVERI HOLDINGS INC. AND SUBSIDIARIES
UNAUDITED CONSOLIDATED STATEMENTS OF (LOSS) INCOME AND COMPREHENSIVE LOSS
(*In thousands, except earnings per share amounts*)

	Three Months Ended March 31,	
	2016	**2015**
Revenues		
Games	$ 48,178	$ 55,045
Payments	157,591	152,428
Total revenues	205,769	207,473
Costs and expenses		
Games cost of revenue (exclusive of depreciation and amortization)	8,436	12,077
Payments cost of revenue (exclusive of depreciation and amortization)	122,657	114,946
Operating expenses	30,005	15,841
Research and development	5,368	5,436
Depreciation	12,335	10,377
Amortization	23,183	20,655
Total costs and expenses	201,984	179,332
Operating income	3,785	28,141
Other expenses		
Interest expense, net of interest income	24,992	25,655
Total other expenses	24,992	25,655
(Loss) income from operations before tax	(21,207)	2,486
Income tax (benefit) provision	(8,056)	2,017
Net (loss) income	(13,151)	469
Foreign currency translation	(485)	(873)
Comprehensive loss	$ (13,636)	$ (404)
(Loss) earnings per share		
Basic	$ (0.20)	$ 0.01
Diluted	$ (0.20)	$ 0.01
Weighted average common shares outstanding		
Basic	66,034	65,623
Diluted	66,034	66,492

EVERI HOLDINGS INC. AND SUBSIDIARIES
UNAUDITED CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOW
(*In thousands*)

	Three Months Ended March 31,	
	2016	**2015**
Cash flows from operating activities		
Net (loss) income	$ (13,151)	$ 469
Adjustments to reconcile net (loss) income to cash provided by operating activities:		
Depreciation and amortization	35,518	31,032
Amortization of financing costs	1,672	2,072
Loss on sale or disposal of assets	611	2
Accretion of contract rights	2,097	2,104
Provision for bad debts	2,444	2,266
Reserve for obsolescence	119	73
Stock-based compensation	1,061	1,793
Other non-cash items	(38)	231
Changes in operating assets and liabilities:		
Trade and other receivables	5,749	(4,716)
Settlement receivables	16,634	13,208
Inventory	(497)	4,082
Prepaid and other assets	2,047	(547)
Deferred income taxes	(8,343)	1,769
Settlement liabilities	(29,603)	22,765
Accounts payable and accrued expenses	8,384	9,213
Net cash provided by operating activities	24,704	85,816
Cash flows from investing activities		
Capital expenditures	(23,613)	(12,616)
Proceeds from sale of fixed assets	10	1
Advances under development agreements	(1,000)	(1,255)
Repayments under development agreements	—	1,217
Changes in restricted cash and cash equivalents	44	59
Net cash used in investing activities	(24,559)	(12,594)
Cash flows from financing activities		
Repayments of credit facility	(2,500)	(17,500)
Debt issuance costs	(480)	(252)
Proceeds from exercise of stock options	—	1,048
Purchase of treasury stock	(9)	(20)
Net cash used in financing activities	(2,989)	(16,724)
Effect of exchange rates on cash	148	(580)
Cash and cash equivalents		
Net (decrease) increase for the period	(2,696)	55,918
Balance, beginning of the period	102,030	89,095
Balance, end of the period	$ 99,334	$ 145,013

EVERI HOLDINGS INC. AND SUBSIDIARIES
UNAUDITED SELECTED BALANCE SHEET INFORMATION
(*In thousands*)

	At March 31, 2016	At December 31, 2015
Cash and cash equivalents	$ 99,334	$ 102,030
Settlement receivables	28,321	44,933
Settlement liabilities	(110,361)	(139,819)
Net available cash	$ 17,294	$ 7,144
Current portion of long-term debt	$ 10,000	$ 10,000
Long-term debt, less current portion [1]	1,128,930	1,129,899
Total debt	$ 1,138,930	$ 1,139,899

(1) For the year ended December 31, 2015, we reclassified $23.7 in debt issuance costs related to our outstanding debt from other assets, non-current to long-term debt. This reclassification in consistent with our implementation of the Financial Accounting Standards Board Accounting Standard Update No. 2015-03 and 2015-15.

EVERI HOLDINGS INC. AND SUBSIDIARIES
UNAUDITED RECONCILIATION OF OPERATING (LOSS) INCOME TO EBITDA AND ADJUSTED EBITDA

	Three Months Ended March 31, 2016			Three Months Ended March 31, 2015		
	Games	Payments	Total	Games	Payments	Total
Operating (loss) income	$ (3,245)	$ 7,030	$ 3,785	$ 613	$ 27,528	$ 28,141
Plus: depreciation and amortization	29,182	6,336	35,518	26,298	4,734	31,032
EBITDA	$ 25,937	$ 13,366	$ 39,303	$ 26,911	$ 32,262	$ 59,173
Non-cash stock compensation expense	362	699	1,061	119	1,674	1,793
Accretion of contract rights	2,097	—	2,097	2,104	—	2,104
Accrued executive severance	—	3,274	3,274	—	—	—
Acquisition and other costs related to mergers and purchase accounting adjustments	—	—	—	1,459	534	1,993
Legal settlement proceeds	—	—	—	—	(14,440)	(14,440)
Adjusted EBITDA	$ 28,396	$ 17,339	$ 45,735	$ 30,593	$ 20,030	$ 50,623