

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

**October 30, 2015**  
(Date of Report - Date of Earliest Event Reported)



**First Cash Financial Services, Inc.**  
(Exact name of registrant as specified in its charter)

Delaware  
(State or other jurisdiction of incorporation)

0-19133  
(Commission File Number)

75-2237318  
(IRS Employer Identification No.)

690 East Lamar Blvd., Suite 400, Arlington, Texas 76011  
(Address of principal executive offices, including zip code)

(817) 460-3947  
(Registrant's telephone number, including area code)

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

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

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

On October 30, 2015, First Cash Financial Services, Inc. (the “Company”) entered into the First Amendment to Credit Agreement to amend and extend its existing bank credit facility (as amended, the “2015 Credit Facility”). The total lender commitment under the 2015 Credit Facility was increased from \$160,000,000 to \$210,000,000 and the number of participating lenders increased from four to five. Additionally, the term of the 2015 Credit Facility was extended through October 30, 2020. The 2015 Credit Facility was amended to reduce the threshold percentage of domestic operations represented by domestic guarantors from 90% to 85% of total domestic revenues and assets, and the Company added two additional domestic operating subsidiaries as guarantors of the 2015 Credit Facility. The 2015 Credit Facility was also amended to eliminate an adjustment for deferred tax effects from the fixed charge covenant calculation.

The 2015 Credit Facility continues to bear interest, at the Company’s option, at either (i) the prevailing London Interbank Offered Rate (“LIBOR”) (with interest periods of 1, 2, 3 or 6 months at the Company’s option) plus a fixed spread of 2.5% or (ii) the prevailing prime or base rate plus a fixed spread of 1.5%. The agreement was amended to establish a minimum LIBOR rate of 0%. As of October 30, 2015, the total interest rate on the facility was approximately 2.75%.

As of October 30, 2015, the Company had borrowings outstanding under the 2015 Credit Facility of \$78,500,000 and \$131,500,000 available for future borrowings.

The foregoing description of the First Amendment to Credit Agreement does not purport to be complete and is qualified in its entirety by the terms and conditions of the First Amendment to Credit Agreement, which is filed as Exhibit 10.1 hereto, and incorporated into this report by reference.

**Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.**

The disclosure of the material terms and conditions of the First Amendment to Credit Agreement contained in Item 1.01 above are hereby incorporated into this Item 2.03 by reference.

**Item 7.01 Regulation FD Disclosure.**

On November 3, 2015, the Company issued a press release announcing that the Company's existing unsecured bank credit facility has been expanded from \$160 million to \$210 million and extended through October 2020. The full text of the press release is attached as Exhibit 99.1 to this Current Report on Form 8-K and is incorporated by reference into this Item 7.01.

The information furnished under Item 7.01 of this Current Report on Form 8-K, including Exhibit 99.1, shall not be deemed to be “filed” for the purposes of Section 18 of the Securities Exchange Act of 1934, as amended, or otherwise subject to the liabilities of that section, nor shall such information 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 9.01 Financial Statements and Exhibits.**

(d) Exhibits:

- 10.1\* First Amendment to Credit Agreement, dated October 30, 2015, between First Cash Financial Services, Inc. and Wells Fargo Bank, N.A., Texas Capital Bank, N.A., BOKF, N.A., Amegy Bank, N.A. and LegacyTexas Bank
- 99.1 Press Release dated November 3, 2015 announcing the Company's existing unsecured bank credit facility has been expanded from \$160 million to \$210 million and extended through October 2020.

\*The annexes and exhibits have been omitted pursuant to Item 601(b)(2) of Regulation S-K. The Company hereby undertakes to furnish copies of any of the omitted annexes and exhibits to the U.S. Securities and Exchange Commission upon request.

## 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.

Dated: November 3, 2015

FIRST CASH FINANCIAL SERVICES, INC.

(Registrant)

/s/ R. DOUGLAS ORR

R. Douglas Orr

Executive Vice President and Chief Financial Officer

(Principal Financial and Accounting Officer)

## EXHIBIT INDEX

Exhibit Number

Document

10.1	First Amendment to Credit Agreement, dated October 30, 2015, between First Cash Financial Services, Inc. and Wells Fargo Bank, N.A., Texas Capital Bank, N.A., BOKE, N.A., Amegy Bank, N.A. and LegacyTexas Bank
99.1	Press Release dated November 3, 2015 announcing the Company's existing unsecured bank credit facility has been expanded from \$160 million to \$210 million and extended through October 2020.

**FIRST AMENDMENT TO CREDIT AGREEMENT**

**THIS FIRST AMENDMENT TO CREDIT AGREEMENT** (this “Amendment”), dated as of October 30, 2015, is by and among **FIRST CASH FINANCIAL SERVICES, INC.**, a Delaware corporation (the “Borrower”), the “New Subsidiaries” identified on the signature pages hereto (each a “New Subsidiary” and collectively, the “New Subsidiaries”), certain Subsidiaries of the Borrower party hereto (together with the New Subsidiaries, collectively, the “Loan Guarantors”), the lenders identified on the signature pages hereto as the Existing Lenders (the “Existing Lenders”), the lender identified on the signature page hereto as the New Lender (the “New Lender”, and together with the Existing Lenders, the “Lenders”) and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, as administrative agent on behalf of the Lenders under the Credit Agreement (as hereinafter defined) (in such capacity, the “Agent”). Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed thereto in the Credit Agreement.

**W I T N E S S E T H**

**WHEREAS**, the Borrower, the Loan Guarantors party thereto, the Existing Lenders and the Agent are parties to that certain Credit Agreement, dated as of February 5, 2014 (as amended, modified, extended, restated, replaced, or supplemented from time to time, the “Credit Agreement”);

**WHEREAS**, the Loan Parties have requested that the Lenders amend certain provisions of the Credit Agreement; and

**WHEREAS**, the Lenders are willing to make such amendments to the Credit Agreement, in accordance with and subject to the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the agreements hereinafter set forth, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

**ARTICLE I  
AMENDMENTS TO CREDIT AGREEMENT**

**1.1 New Definitions.** The following definitions are hereby added to Section 1.1 of the Credit Agreement in the appropriate alphabetical order:

“First Amendment Effective Date” means October 30, 2015.

“Senior Notes” means those certain 6.75% Senior Notes due 2021 issued by the Borrower to the holders thereof pursuant to that certain Indenture, dated as of March 24, 2014, between the Borrower, the guarantors party thereto and BOKE, NA dba Bank of Texas, as trustee and any additional notes issued by the Borrower pursuant to such Indenture in accordance with Section 6.11(q) of this Agreement.

**1.2 Deleted Definition.** The definition of “Change in Deferred Taxes” set forth in Section 1.1 of the Credit Agreement is hereby deleted in its entirety.

**1.3 Amendment to Definition of Aggregate Commitment.** The definition of Aggregate Commitment set forth in Section 1.1 of the Credit Agreement is hereby amended and restated in its entirety to read as follows:

“Aggregate Commitment” means the aggregate of the Commitments of all Lenders, as increased and/or reduced from time to time pursuant to the terms hereof, which as of the First Amendment Effective Date shall be equal to Two Hundred and Ten Million and no/100 Dollars (\$210,000,000.00).

**1.4 Amendment to Definition of Aggregate Revenue Threshold.** The definition of Aggregate Revenue Threshold set forth in Section 1.1 of the Credit Agreement is hereby amended and restated in its entirety to read as follows:

“Aggregate Revenue Threshold” means an amount equal to eighty-five percent (85%) of the total consolidated revenue and eighty-five percent (85%) of Consolidated Total Assets, in each case, of the Borrower and its Domestic Subsidiaries for the most recent fiscal quarter as shown on the financial statements most recently delivered or required to be delivered pursuant to Section 6.1.

**1.5 Amendment to Definition of Fixed Charge Coverage Ratio.** The definition of Fixed Charge Coverage Ratio set forth in Section 1.1 of the Credit Agreement is hereby amended and restated in its entirety to read as follows:

“Fixed Charge Coverage Ratio” means, for each compliance reporting period, for the preceding four (4) fiscal quarters, the ratio of (y) Consolidated Net Income plus Consolidated Interest Expense paid in cash plus Consolidated Rentals less cash dividends less Stock Repurchases to (z) Current Maturities of Long Term Debt plus Consolidated Interest Expense, plus Consolidated Rentals.

**1.6 Amendment to Definition of LIBO Rate.** The definition of LIBO Rate set forth in Section 1.1 of the Credit Agreement is hereby amended by adding the following sentence to the end of such definition: “Notwithstanding the foregoing, for purposes of this Agreement, the LIBO Rate shall in no event be less than 0% at any time.”

**1.7 Amendment to Definition of Maturity Date.** The definition of Maturity Date set forth in Section 1.1 of the Credit Agreement is hereby amended and restated in its entirety to read as follows:

“Maturity Date” means October 30, 2020.

**1.8 Amendment to Section 6.11.** Section 6.11 of the Credit Agreement is hereby amended by amending and restating clause (q) in such Section in its entirety to read as follows:

(q) Additional Unsecured Senior Debt of the Borrower or any of its Subsidiaries consisting of the Senior Notes and Permitted Refinancings thereof and Foreign Third Party Loans and Permitted Refinancings thereof; provided that prior to the incurrence thereof, the Borrower has delivered to the Agent a Compliance Certificate which indicates that, on a pro forma basis after taking into account the incurrence of such Additional Unsecured Senior Debt and the use of the proceeds thereof, (A) there shall occur no Default or Unmatured Default and (B) the Borrower and its Subsidiaries are in pro forma compliance with the financial covenants in Section 6.19,

**1.9 Amendment to Schedule 2.** The schedule attached as Schedule 2 to this Amendment shall replace Schedule 2 to the Credit Agreement.

**ARTICLE II  
NEW SUBSIDIARY JOINDER**

**2.1 New Subsidiary Joinder.** Each New Subsidiary hereby acknowledges, agrees and confirms that, by its execution of this Amendment, such New Subsidiary will be deemed to be a Loan Party under the Credit Agreement and a “Loan Guarantor” for all purposes of the Credit Agreement and shall have all of the obligations of a Loan Party and a Loan Guarantor thereunder as if it had executed the Credit Agreement. Each New Subsidiary hereby ratifies, as of the date hereof, and agrees to be bound by, all of the terms, provisions and conditions contained in the Credit Agreement and the other applicable Loan Documents, including without limitation (a) all of the covenants set forth in Article VI of the Credit Agreement and (b) all of the guaranty obligations set forth in Article XVI of the Credit Agreement. Each New Subsidiary hereby represents and warrants as to itself that all representations and warranties contained Article V of the Credit Agreement are true and correct in all material respects (or, if qualified by materiality or Material Adverse Effect, in all respects) with respect to such New Subsidiary. Without limiting the generality of the foregoing terms of this Section 2.1, each New Subsidiary, subject to the limitations set forth in Section 16.10 of the Credit Agreement, hereby guarantees, jointly and severally with the other Loan Guarantors, to the Agent and the Lenders, as provided in Article XVI of the Credit Agreement, the prompt payment and performance of the Guaranteed Obligations in full when due (whether at stated maturity, as a mandatory prepayment, by acceleration or otherwise) strictly in accordance with the terms thereof.

**2.2 Pledge Agreement.** Each New Subsidiary hereby acknowledges, agrees and confirms that, by its execution of this Amendment, such New Subsidiary will be deemed to be a party to the Pledge Agreement, and shall have all the rights and obligations of a “Pledgor” (as such term is defined in the Pledge Agreement) thereunder as if it had executed the Pledge Agreement. Each New Subsidiary hereby ratifies, as of the date hereof, and agrees to be bound by, all the terms, provisions and conditions contained in the Pledge Agreement. Without limiting the generality of the foregoing terms of this Section 2.2, each New Subsidiary hereby pledges and assigns to the Agent, for the benefit of the Lenders, and grants to the Agent, for the benefit of the Lenders, a continuing security interest in any and all right, title and interest of such New Subsidiary in and to the Pledged Collateral (as such term is defined in Section 2 of the Pledge Agreement).

**2.3 Receipt of Loan Documents.** Each New Subsidiary acknowledges and confirms that it has received a copy of the Credit Agreement and the schedules and exhibits thereto and the Pledge Agreement and the schedules and exhibits thereto. The information on the schedules to the Credit Agreement and the Pledge Agreement are hereby supplemented (to the extent permitted under the Credit Agreement or Pledge Agreement) to reflect the information shown on the attached Schedule A.

**2.4 PATRIOT Act Information.** The information on Schedule B to this Amendment is true and correct as of the date hereof and the address of each New Subsidiary for purposes of Section 13.1 of the Credit Agreement is set forth on the attached Schedule B.

**2.5 Effectiveness of Loan Documents.** The Borrower confirms that the Credit Agreement is, and upon each New Subsidiary becoming a Loan Guarantor, shall continue to be, in full force and effect. The parties hereto confirm and agree that immediately upon each New Subsidiary becoming a Loan Guarantor the term “Guaranteed Obligations,” as used in the Credit Agreement, shall include all obligations of such New Subsidiary under the Credit Agreement and under each other Loan Document.

**ARTICLE III**  
**NEW LENDER JOINDER AND EXISTING COMMITMENTS**

**3.1 Joinder.** Upon execution of this Amendment, the New Lender shall be a party to the Credit Agreement (as amended by this Amendment) and have all of the rights and obligations of a Lender thereunder and under the other Loan Documents. The New Lender (a) represents and warrants that it is legally authorized to enter into this Amendment and this Amendment is the legal, valid and binding obligation of the New Lender, enforceable against it in accordance with its terms; (b) confirms that it has received a copy of the Credit Agreement, this Amendment and all of the Annexes, Exhibits and Schedules thereto, together with copies of the financial statements delivered pursuant to Section 6.1 of the Credit Agreement, if any, and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Amendment; (c) agrees that it will, independently and without reliance upon the Existing Lenders, the Agent or any other Lender and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Credit Agreement (as amended by this Amendment), the other Loan Documents or any other instrument or document furnished pursuant hereto or thereto; and (d) agrees that it will be bound by the provisions of the Credit Agreement (as amended by this Amendment) and will perform in accordance with its terms all the obligations which by the terms of the Credit Agreement (as amended by this Amendment) are required to be performed by it as a Lender. The Commitment of the New Lender after giving effect to this Amendment shall be as set forth on Annex A to the Credit Agreement as amended hereby.

**3.2 Loan Party Agreement.** Each of the Loan Parties agrees that, as of the Amendment Effective Date, the New Lender shall (a) be a party to the Credit Agreement and the other Loan Documents (as applicable), (b) be a “Lender” for all purposes of the Credit Agreement and the other Loan Documents, and (c) have the rights and obligations of a Lender under the Credit Agreement and the other Loan Documents.

**3.3 Notices.** The applicable address, facsimile number and electronic mail address of the New Lender for purposes of Section 13.1 of the Credit Agreement are as set forth in the Administrative Questionnaire delivered by the New Lender to the Agent on or before the Amendment Effective Date or to such other address, facsimile number and electronic mail address as shall be designated by the New Lender in a notice to the Agent.

**3.4 Commitments.** Subject to the terms and conditions hereof and in reliance upon the representations and warranties set forth herein, pursuant to Section 2.24 of the Credit Agreement, Aggregate Commitment (as in effect prior to the date hereof) shall be increased by an aggregate principal amount equal to \$50,000,000. Each of the parties hereto agrees that, after giving effect to this Amendment, the revised Commitment of each Lender (as of the Amendment Effective Date) shall be as set forth on Annex A attached hereto. In connection with this Amendment, the outstanding Loans and participation interests in existing Letters of Credit shall be reallocated by causing such fundings and repayments (which shall not be subject to any processing and/or recordation fees) among the Lenders of the Loans as necessary such that, after giving effect to increases to this Amendment, each Lender will hold Loans based on its Commitment (after giving effect to such increases). The Borrower shall be responsible for any costs arising under Section 3.4 of the Credit Agreement resulting from such reallocation and repayments.



**ARTICLE IV**  
**CONDITIONS TO EFFECTIVENESS**

**4.1 Closing Conditions.** This Amendment shall become effective as of the day and year set forth above (the “Amendment Effective Date”) upon satisfaction of the following conditions (in each case, in form and substance reasonably acceptable to the Agent):

(a) Executed Amendment. The Agent shall have received a copy of this Amendment duly executed by each of the Loan Parties (including, without limitation, the New Subsidiaries), the Lenders and the Agent.

(b) Default. After giving effect to this Amendment, no Default or Unmatured Default shall exist.

(c) Fees and Expenses. The Agent shall have received from the Borrower such other fees and expenses that are payable in connection with the consummation of the transactions contemplated hereby and King & Spalding LLP shall have received from the Borrower payment of all outstanding fees and expenses previously incurred and all fees and expenses incurred in connection with this Amendment.

(d) Loan Party Documents. The Loan Parties (including, without limitation, the New Subsidiaries) shall have furnished to the Agent:

- (i) Either (x) a certificate of an officer of each Loan Party certifying that the articles or certificate of incorporation of each Loan Party have not been amended, restated or otherwise modified since the Closing Date or (y) copies of the articles or certificate of incorporation of each Loan Party, together with all amendments, each certified by the appropriate governmental officer in such Loan Party’s jurisdiction of incorporation to the extent such documents have been amended since the Closing Date.
- (ii) For each Loan Party its Board of Directors’ resolutions and of resolutions or actions of any other body authorizing the execution of this Amendment and any other Loan Documents to which such Loan Party is a party and either (x) a certificate of an officer of each Loan Party certifying that its by-laws have not been amended, restated or otherwise modified since the Closing Date or (y) copies of its by-laws to the extent such document has been amended since the Closing Date.
- (iii) An incumbency certificate, executed by the Secretary or Assistant Secretary of each Loan Party, which shall identify by name and title and bear the signatures of the Authorized Officers and any other officers of such Loan Party authorized to sign the Amendment and any other Loan Documents to which such Loan Party is a party, upon which certificate the Agent and the Lenders shall be entitled to rely until informed of any change in writing by such Loan Party.
- (iv) Certificates of good standing, existence or its equivalent with respect to each Loan Party certified as of a recent date by the appropriate

Governmental Authorities of the state of incorporation or organization and each other state in which the failure to so qualify and be in good standing could reasonably be expected to have a Material Adverse Effect.

- (v) An opinion or opinions (including, if requested by the Agent, local counsel opinions) of counsel for the Loan Parties dated the date hereof and addressed to the Agent and the Lenders, in form and substance reasonably acceptable to the Agent (which shall include, without limitation, opinions with respect to the due organization and valid existence of each such Loan Party and opinions as to the non-contravention of such Loan Party's organizational documents).

## **ARTICLE V MISCELLANEOUS**

**5.1 Amended Terms.** On and after the Amendment Effective Date, all references to the Credit Agreement in each of the Loan Documents shall hereafter mean the Credit Agreement as amended by this Amendment. Except as specifically amended hereby or otherwise agreed, the Credit Agreement is hereby ratified and confirmed and shall remain in full force and effect according to its terms.

**5.2 Representations and Warranties of Loan Parties.** Each of the Loan Parties (including, without limitation, each New Subsidiary) represents and warrants as follows:

(a) It has taken all necessary action to authorize the execution, delivery and performance of this Amendment.

(b) This Amendment has been duly executed and delivered by such Person and constitutes such Person's legal, valid and binding obligation, enforceable in accordance with its terms, except as such enforceability may be limited by (i) bankruptcy, insolvency, reorganization, fraudulent conveyance or transfer, moratorium or similar laws affecting creditors' rights generally and (ii) general principles of equity (regardless of whether such enforceability is considered in a proceeding at law or in equity).

(c) No consent, approval, authorization or order of, or filing, registration or qualification with, any court or governmental authority or third party is required in connection with the execution, delivery or performance by such Person of this Amendment.

(d) At the time of and immediately after giving effect to this Amendment, the representations and warranties contained in Article V of the Credit Agreement shall (i) with respect to representations and warranties that contain a materiality qualification, be true and correct and (ii) with respect to representations and warranties that do not contain a materiality qualification, be true and correct in all material respects, in each case described in clauses (i) and (ii) above, on and as of the date of this Amendment as if made on and as of such date except for any representation or warranty made as of an earlier date, which representation and warranty shall remain true and correct in all material respects as of such earlier date.

(e) After giving effect to this Amendment, no event has occurred and is continuing which constitutes a Default or Unmatured Default.

(f) The Obligations and Guaranteed Obligations are not reduced or modified by this Amendment and are not subject to any offsets, defenses or counterclaims.

**5.3 Reaffirmation of Obligations.** Each Loan Party hereby ratifies the Credit Agreement and acknowledges and reaffirms (a) that it is bound by all terms of the Credit Agreement applicable to it and (b) that it is responsible for the observance and full performance of its respective Obligations and Guaranteed Obligations.

**5.4 Loan Document.** This Amendment shall constitute a Loan Document under the terms of the Credit Agreement.

**5.5 Expenses.** The Borrower agrees to pay all reasonable costs and expenses of the Agent in connection with the preparation, execution and delivery of this Amendment, including without limitation the reasonable and documented fees and expenses of the Agent's legal counsel.

**5.6 Further Assurances.** The Loan Parties (including, without limitation, the New Subsidiaries) agree to promptly take such action, upon the reasonable request of the Agent, as is necessary to carry out the intent of this Amendment.

**5.7 Entirety.** This Amendment and the other Loan Documents embody the entire agreement and understanding among the parties hereto and supersede all prior agreements and understandings, oral or written, if any, relating to the subject matter hereof.

**5.8 Counterparts; Telecopy.** This Amendment may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all of which shall constitute one and the same instrument. Delivery of an executed counterpart to this Amendment by telecopy or other electronic means shall be effective as an original.

**5.9 No Actions, Claims, Etc.** As of the date hereof, each of the Loan Parties hereby acknowledges and confirms that it has no knowledge of any actions, causes of action, claims, demands, damages and liabilities of whatever kind or nature, in law or in equity, against the Agent, the Lenders, or the Agent's or the Lenders' respective officers, employees, representatives, agents, counsel or directors arising from any action by such Persons, or failure of such Persons to act under the Credit Agreement on or prior to the date hereof.

**5.10 CHOICE OF LAW. THIS AMENDMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE INTERNAL LAWS (WITHOUT REGARD TO THE CONFLICT OF LAWS PROVISIONS) OF THE STATE OF TEXAS, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.**

**5.11 Successors and Assigns.** This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

**5.12 Consent to Jurisdiction; Waiver of Jury Trial.** The terms of Sections 15.2 and 15.3 of the Credit Agreement are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF the parties hereto have caused this Amendment to be duly executed on the date first above written.

**BORROWER:**

**FIRST CASH FINANCIAL SERVICES, INC.**

By: \_\_\_\_\_  
Name: Rick L. Wessel  
Title: President

**LOAN GUARANTORS:**

**COLLEGE PARK JEWELERS, INC.,**  
a Maryland corporation

By: \_\_\_\_\_  
Name: Rick L. Wessel  
Title: President

**FAMOUS PAWN, INC.,**  
a Maryland corporation

By: \_\_\_\_\_  
Name: Rick L. Wessel  
Title: President

**FCFS CO, INC.,**  
a Colorado corporation

By: \_\_\_\_\_  
Name: Rick L. Wessel  
Title: President

**FIRST CASH CORP.,**  
a Delaware corporation

By: \_\_\_\_\_  
Name: Rick L. Wessel  
Title: President

**LOAN GUARANTORS (CONT'D):**

**FIRST CASH CREDIT, LTD.,**  
a Texas limited partnership

By: FIRST CASH CREDIT MANAGEMENT, L.L.C.,  
its General Partner

By: \_\_\_\_\_  
Name: R. Douglas Orr  
Title: Manager

**FIRST CASH, LTD.,**  
a Texas limited partnership

By: FIRST CASH MANAGEMENT, L.L.C.,  
its General Partner

By: \_\_\_\_\_  
Name: Rick L. Wessel  
Title: Manager

**FIRST CASH CREDIT MANAGEMENT, L.L.C.,**  
a Texas limited liability company

By: \_\_\_\_\_  
Name: R. Douglas Orr  
Title: Manager

**FIRST CASH MANAGEMENT, L.L.C.,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: Rick L. Wessel  
Title: Manager

**KING PAWN, INC.,**  
a Maryland corporation

By: \_\_\_\_\_  
Name: Rick L. Wessel  
Title: President

**LOAN GUARANTORS (CONT'D):**

**LTS, INCORPORATED,**  
a Colorado corporation

By: \_\_\_\_\_  
Name: Rick L. Wessel  
Title: President

**MARYLAND PRECIOUS METALS INC.,**  
a Maryland corporation

By: \_\_\_\_\_  
Name: Rick L. Wessel  
Title: President

**MISTER MONEY -- RM, INC.,**  
a Colorado corporation

By: \_\_\_\_\_  
Name: Rick L. Wessel  
Title: President

**NEW SUBSIDIARIES:**

**FCFS SC, INC.,**  
a South Carolina corporation

By: \_\_\_\_\_  
Name: Rick L. Wessel  
Title: President

**FCFS NC, INC.,**  
a North Carolina corporation

By: \_\_\_\_\_  
Name: Rick L. Wessel  
Title: President

**AGENT:**

**WELLS FARGO BANK, NATIONAL ASSOCIATION,**  
as Agent, an Existing Lender and a Lender

By: \_\_\_\_\_  
Name:  
Title:

**EXISTING LENDERS:**

**BOKE, N.A. d/b/a Bank of Texas,**  
as a Lender

By: \_\_\_\_\_  
Name:  
Title:

**TEXAS CAPITAL BANK, NATIONAL ASSOCIATION,**  
as a Lender

By: \_\_\_\_\_  
Name:  
Title:

**AMEGY BANK NATIONAL ASSOCIATION,**  
as a Lender

By: \_\_\_\_\_  
Name:  
Title:

**NEW LENDER:**

**LEGACYTEXAS BANK,**  
as a Lender

By: \_\_\_\_\_  
Name:  
Title:



**First Cash Expands Credit Facility by \$50 Million to \$210 Million;  
New Five Year Term with Fifth Bank Added to Lending Group**

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ARLINGTON, Texas (November 3, 2015) -- First Cash Financial Services, Inc. (NASDAQ: FCFS) today announced that its unsecured revolving bank credit facility has been expanded in size from \$160 million to \$210 million and the term of the facility has been extended to provide a new five-year commitment through October 30, 2020.

The Company has a total of \$78.5 million outstanding on the credit facility, with current availability of \$131.5 million under the amended terms. The amended credit facility continues to bear interest at the prevailing London Interbank Offered Rate plus a fixed spread of 2.5%. Currently, the total interest rate on the facility is approximately 2.75% annually.

Rick Wessel, chief executive officer of First Cash, stated, "We believe that our ability to expand the size of this facility with a new five-year commitment reflects the strength of our balance sheet, cash flows and prospects for long-term earnings growth. In addition to the amended terms, we are also pleased to be adding a fifth bank to the commercial lending group providing the credit facility. The expanded and extended credit facility, combined with the Company's operating cash flows, provides the resources needed to support continued asset growth, store expansion and stock repurchases, and provides further strategic flexibility."

During the first nine months of 2015, the Company has invested \$16 million in capital expenditures, primarily for 32 new stores, acquired 30 stores for \$33 million and repurchased \$32 million of stock. These outlays were funded from existing cash on hand, current cash flows from operations and by drawing on the unsecured credit facility.

**Forward-Looking Information**

This release contains forward-looking statements about the business, financial condition and prospects of First Cash Financial Services, Inc. and its wholly owned subsidiaries (together, the "Company"). Forward-looking statements, as that term is defined in the Private Securities Litigation Reform Act of 1995, can be identified by the use of forward-looking terminology such as "believes," "projects," "expects," "may," "estimates," "should," "plans," "targets," "intends," "could," or "anticipates," or the negative thereof, or other variations thereon, or comparable terminology, or by discussions of strategy or objectives. Forward-looking statements can also be identified by the fact these statements do not relate strictly to historical or current matters. Rather, forward-looking statements relate to anticipated or expected events, activities, trends or results. Because forward-looking statements relate to matters that have not yet occurred, these statements are inherently subject to risks and uncertainties.



Forward-looking statements in this release include, without limitation, the Company's expectations of earnings growth, expansion strategies, store additions, liquidity (including the availability of capital under existing credit facilities), cash flow, and other performance results. These statements are made to provide the public with management's current assessment of the Company's business. Although the Company believes the expectations reflected in forward-looking statements are reasonable, there can be no assurances such expectations will prove to be accurate. Security holders are cautioned such forward-looking statements involve risks and uncertainties. Certain factors may cause results to differ materially from those anticipated by the forward-looking statements made in this release. Such factors are difficult to predict and many are beyond the control of the Company and may include, without limitation, the following:

- changes in regional, national or international economic conditions, including inflation rates, unemployment rates and energy prices;
- changes in foreign currency exchange rates and the Mexican peso to U.S. dollar exchange rate in particular;
- changes in consumer demand, including purchasing, borrowing and repayment behaviors;
- changes in pawn forfeiture rates and credit loss provisions;
- changes in the market value of pawn collateral and merchandise inventories, including gold prices and the value of consumer electronics and other products;
- changes or increases in competition;
- the ability to locate, open and staff new stores and successfully integrate acquisitions;
- the availability or access to sources of used merchandise inventory;
- changes in credit markets, interest rates and the ability to establish, renew and/or extend the Company's debt financing;
- the ability to maintain banking relationships for treasury services and processing of certain consumer lending transactions;
- the ability to hire and retain key management personnel;
- new federal, state or local legislative initiatives or governmental regulations (or changes to existing laws and regulations) affecting pawn businesses, consumer loan businesses and credit services organizations (in both the United States and Mexico), including administrative or legal interpretations thereto;
- risks and uncertainties related to foreign operations in Mexico;
- changes in import/export regulations and tariffs or duties;
- changes in banking, anti-money laundering or gun control regulations;
- unforeseen litigation or regulatory investigations;
- changes in tax rates or policies in the U.S. and Mexico;
- inclement weather, natural disasters and public health issues;
- security breaches, cyber attacks or fraudulent activity;
- a prolonged interruption in the Company's operations of its facilities, systems, and business functions, including its information technology and other business systems;
- the implementation of new, or changes in the interpretation of existing, accounting principles or financial reporting requirements; and
- future business decisions.

These and other risks, uncertainties and regulatory developments are further and more completely described in the Company's 2014 annual report on Form 10-K filed with the Securities and Exchange Commission on February 12, 2015, including the risks described in Part 1, Item 1A "Risk Factors" of the Company's annual report. Many of these risks and uncertainties are beyond the ability of the Company to control, nor can the Company predict, in many cases, all of the risks and uncertainties that could cause its actual results to differ materially from those indicated by the forward-looking statements. The forward-looking statements contained in this release speak only as of the date of this release, and the Company expressly disclaims any obligation or undertaking to report any updates or revisions to any such statement to reflect any change in the Company's expectations or any change in events, conditions or circumstances on which any such statement is based, except as required by law.

### **About First Cash**

Founded in 1988, First Cash is a leading international operator of pawn stores, which focus on serving cash and credit constrained consumers. First Cash owns and operates 1,042 pawn and consumer loan stores in 14 U.S. states and 29 states in Mexico. The Company's pawn locations buy and sell a wide variety of jewelry, electronics, tools and other merchandise, and make small consumer pawn loans secured by pledged personal property. Approximately 96% of the Company's revenues are from pawn operations.

First Cash is a component company in both the **Standard & Poor's SmallCap 600 Index**<sup>®</sup> and the **Russell 2000 Index**<sup>®</sup>. First Cash's common stock (ticker symbol "FCFS") is traded on the **NASDAQ Global Select Market**, which has the highest initial listing standards of any stock exchange in the world based on financial and liquidity requirements.

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