

**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

September 7, 2007  
(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))

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

On September 7, 2007, First Cash Financial Services, Inc. entered into an agreement to amend its existing long-term bank credit facility (the "Credit Facility"). The primary effect of the amendment is to increase the amount available under the Credit Facility from \$50 million to \$90 million and to extend the term of the facility until April 2010. The Credit Facility will continue to bear interest at the prevailing LIBOR rate plus a fixed margin of 1.375%. The Fourth Amendment to the Credit Agreement, dated September 7, 2007, is filed as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated herein by reference.

**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: September 13, 2007

FIRST CASH FINANCIAL SERVICES, INC.  
(Registrant)

/s/ R. DOUGLAS ORR

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R. Douglas Orr  
Chief Accounting Officer

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**EXHIBIT INDEX**

<u>Exhibit Number</u>	<u>Document</u>
10.1	Fourth Amendment to the Credit Agreement dated September 7, 2007

#### FOURTH AMENDMENT TO CREDIT AGREEMENT

THIS FOURTH AMENDMENT TO CREDIT AGREEMENT (the "Fourth Amendment") is dated to be effective as of September 7, 2007, among FIRST CASH FINANCIAL SERVICES, INC. (the "Borrower") and JPMORGAN CHASE BANK, N.A. successor by merger to Bank One, NA (Main Office Chicago) (the "Lender" and the "Agent") and WELLS FARGO BANK, NATIONAL ASSOCIATION, successor by merger to Wells Fargo Bank Texas, National Association (the "Lender").

#### WITNESSETH:

WHEREAS, the Borrower and the Lenders are parties to that certain Credit Agreement dated as of August 9, 2002, and that certain First Amendment to Loan Agreement dated March 1, 2004, and that certain Second Amendment to Loan Agreement dated June 30, 2005, and that certain Third Amendment to Loan Agreement dated August 22, 2006, by and between the Borrower and the Lenders (collectively the "Agreement"); and

WHEREAS, the Borrower and the Lenders desire to amend the Agreement by this Fourth Amendment to reflect the agreements, modifications and amendments as set forth below.

NOW, THEREFORE, for and in consideration of the above premises and for other good and valuable consideration, the parties hereto agree as follows:

1. Definitions. All capitalized terms defined in the Agreement and not otherwise defined in this Fourth Amendment shall have the same meanings as assigned to them in the Agreement when used in this Fourth Amendment, unless the context hereof shall otherwise require or provide.

2. Representations and Warranties. In order to induce the Lenders to enter into this Fourth Amendment, the Borrower represents and warrants to the Lenders that:

A. The Borrower has the requisite corporate authority to execute, deliver and perform the terms and provisions of this Fourth Amendment, the Agreement as amended by this Fourth Amendment, and the Loan Documents and the Borrower has taken all corporate and other action necessary to authorize such matters; and

B. Neither the execution and delivery of this Fourth Amendment, nor any other documents executed by the Borrower in connection herewith, nor the consummation of any of the transactions herein or therein contemplated, nor compliance with the terms and provisions hereof or thereof, will contravene or conflict with any provision of law, statute or regulation to which the Borrower is subject or any judgment, license, order or permit applicable to the Borrower or any indenture, agreement or other instrument to which the Borrower may be subject; no consent, approval, authorization or order of any court, governmental authority or Third party is required in connection with the execution and delivery of this Fourth Amendment or any of the other documents executed and delivered in connection herewith or to consummate the transactions contemplated herein or therein;

C. This Fourth Amendment, the Agreement, as amended hereby, and the Loan Documents are the legal and binding obligations of the Borrower, enforceable in accordance with their respective terms, except as limited by bankruptcy, insolvency or other laws of general application relating to the enforcement of creditors' rights;

D. After the execution of this Fourth Amendment, no event has occurred and is continuing which constitutes a Default;

E. All of the representations and warranties of the Borrower contained in Article V of the Agreement are true and correct as of the date hereof.

3. Amendments to Article I. The following definitions are amended and/or added to the Agreement and shall read as follows:

"Aggregate Commitment" means the aggregate of the Commitments of all Lenders, as reduced from time to time pursuant to the terms hereof, which as of September 7, 2007 shall be equal to Ninety Million and no/100 Dollars (\$90,000,000.00)."

"Facility Termination Date" means April 15, 2010, or any earlier date on which the Aggregate Commitment is reduced to zero or otherwise terminated pursuant to the terms hereof."

"Guarantors" means, collectively, Cash & Go, Inc., Famous Pawn, Inc., First Cash, Inc., First Cash Corp., First Cash, Ltd., First Cash Management, L.L.C., One Iron Ventures, Inc., FCFS MO, Inc., FCFS SC, Inc., FCFS OK, Inc., FCFS MI, Inc., First Cash Credit, Ltd., First Cash Credit Management, L.L.C., First Cash, S.A. de C.V., American Loan Employee Services, S.A de C.V., Ya Servicios, S.A. DE C.V. SOFOM, E.N.R., SHAC, Inc., and Guaranteed Auto Finance, Inc., and their successors and assigns, and 'Guarantor' means any of the Guarantors."

"Guaranty" means the identical Unlimited Guaranties dated as of September 7, 2007, executed by the Guarantors in favor of each Lender, for the ratable benefit of the Lenders, as such may be amended or modified and in effect from time to time."

4. Amendments to Article VI. Section 6.24 is amended to read in its entirety as follows:

"6.24 Stock Repurchases. Borrower shall not permit the aggregate amount of Stock Repurchases to exceed \$40,000,000.00 during any fiscal year or \$75,000,000.00 in the aggregate period of time commencing September 7, 2007, and ending on the Facility Termination Date; provided, however, no Stock Repurchase is permitted during any period of time the Borrower's Fixed Charge Coverage Ratio is less than 1.50 to 1.00."

5. Amendments to Exhibits, Schedules, and Addendum I. Schedule 3 (Commitments and Pro Rata Shares) is amended as set forth in the attachment to this Fourth Amendment.

6. Conditions Precedent. This Fourth Amendment and the obligations of the Lenders hereunder are subject to the conditions precedent that the Borrower shall have (a) duly executed and delivered to the Lenders this Fourth Amendment, and (b) paid to the Agent an amount to reimburse the Agent for its reasonable attorneys' fees incurred in the preparation of this Fourth Amendment and related Loan Documents, and (c) paid to the Agent a closing fee in the amount of \$20,000.00 divided ratably by the Lenders.

7. Scope of Amendments. Any and all other provisions of the Agreement and any other Loan Documents are hereby amended and modified wherever necessary and even through not specifically addressed herein, so as to conform to the amendments and modifications set forth in this Fourth Amendment.

8. Limitation on Agreements. The amendments set forth herein are limited in scope as described herein and shall not be deemed (a) to be a consent under, or waiver of, any other term or condition of the Agreement or any of the Loan Documents, or (b) to prejudice any right or rights which the Lenders now have or may have in the future under, or in connection with the Agreement as amended by this Fourth Amendment, the Loan Documents or any of the documents referred to herein or therein.

9. Multiple Counterparts. This Fourth Amendment may be executed in any number of counterparts, all of which taken together shall constitute one and the same agreement, and any of the parties hereto may execute this Fourth Amendment by signing any such counterpart.

**THE CREDIT AGREEMENT, AS AMENDED BY THIS FOURTH AMENDMENT, AND THE LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.**

Executed to be effective as of September 7, 2007.

LENDER AND AGENT:

JPMORGAN CHASE BANK, N.A., successor by merger to Bank One, NA (Main Office Chicago)

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

LENDER:

WELLS FARGO BANK, N.A., successor by merger to Wells Fargo Bank Texas, National Association

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

BORROWER:

FIRST CASH FINANCIAL SERVICES, INC.

By: \_\_\_\_\_

Name: Rick Wessel

Title: President

GUARANTORS:

REVIEWED AND AGREED:

CASH & GO, INC.

By: \_\_\_\_\_

Name: Rick Wessel

Title: President

FAMOUS PAWN, INC.

By: \_\_\_\_\_

Name: Rick Wessel

Title: President

FCFS MO, INC.

By:

Name: Rick Wessel

Title: President

FCFS OK, INC.

By:

Name: Rick Wessel

Title: President

FCFS SC, INC.

By:

Name: Rick Wessel

Title: President

FCFS MI, INC.

By:

Name: Rick Wessel

Title: President

FIRST CASH, INC.

By:

Name: Rick Wessel

Title: President

FIRST CASH CORP.

By:

Name: Rick Wessel

Title: President

FIRST CASH, LTD.

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

By:

Name: Rick Wessel

Title: Manager

FIRST CASH MANAGEMENT, L.L.C.

By:

Name: Rick Wessel

Title: Manager

ONE IRON VENTURES, INC.

By:

Name: Rick Wessel

Title: President

FIRST CASH CREDIT, LTD.

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

By:

Name: R. Douglas Orr

Title: Manager

FIRST CASH CREDIT MANAGEMENT, L.L.C.

By:

Name: R. Douglas Orr

Title: Manager

FIRST CASH, S.A. DE C.V.

By:

Name: R. Douglas Orr

Title: Legal Representative

AMERICAN LOAN EMPLOYEE SERVICES,  
S.A. DE C.V.

By:

Name: R. Douglas Orr

Title: Legal Representative

YA SERVICIOS, S.A. DE C.V. SOFOM, E.N.R.

By:

Name: R. Douglas Orr

Title: Legal Representative

SHAC, INC.

By:

Name: R. Douglas Orr

Title: Secretary

GUARANTEED AUTO FINANCE, INC.

By:

Name: R. Douglas Orr

Title: Secretary

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**SCHEDULE 3  
COMMITMENTS  
AND PRO RATA SHARES**

Lender	Commitments	Pro Rata Share
JPMorgan Chase Bank, N.A.	\$47,500,000.00	52.7778%
Wells Fargo Bank, N.A.	\$42,500,000.00	47.2222%
<b>Total</b>	<b>\$90,000,000.00</b>	<b>100.00%</b>