

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 30, 2013
(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 September 30, 2013, First Cash Financial Services, Inc. (the “Company”) entered into an agreement to amend its existing bank credit facility (as amended, the “Unsecured Credit Facility”). The amount of the Unsecured Credit Facility was increased from \$175,000,000 to \$205,000,000 and the amount of permitted acquisition investments over the previous twelve-month period was increased from 10% to 20% of the Company’s consolidated tangible net worth and included an additional allowance for acquisition investments of up to \$60,000,000 during the period beginning September 30, 2013, and ending December 31, 2013. The Unsecured Credit Facility continues to bear interest at the prevailing 30-day LIBOR rate plus a fixed spread of 2.0% and matures in February 2015. As of September 30, 2013, the Company had \$152,500,000 outstanding under the Unsecured Credit Facility.

The foregoing description of the Unsecured Credit Facility and the transactions contemplated thereby does not purport to be complete and is qualified in its entirety by the terms and conditions of the Unsecured Credit Facility, 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 Unsecured Credit Facility contained in Item 1.01 above are hereby incorporated into this Item 2.03 by reference.

Item 8.01 Other Events.

On September 30, 2013, a wholly-owned subsidiary of the Company acquired all of the outstanding membership interests of Baja Unlimited, LLC and its subsidiaries, which own and operate a chain of eight pawn stores located in the Cabo/La Paz markets in Baja California Sur, Mexico. The purchase price for the all-cash transaction was \$12,500,000 plus a nominal residual payment to be determined based on certain post-closing adjustments. The assets, liabilities and results of operations of the locations were included in the Company’s consolidated results as of the acquisition date, September 30, 2013. This acquisition was pursuant to an option provision associated with a previous agreement to acquire 29 pawn stores in western Mexico completed in January 2012.

The information provided in this Item 8.01 shall not be deemed “filed” for purposes 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 the specific reference in such filing.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits:

- 10.1* Second Amendment to Amended and Restated Credit Facility, dated September 30, 2013, between First Cash Financial Services, Inc. and JPMorgan Chase Bank, N.A., Wells Fargo Bank, N.A., Texas Capital Bank, National Association, BOKE, N.A. and Amegy Bank National Association

*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: October 2, 2013

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

Second Amendment to Amended and Restated Credit Facility, dated September 30, 2013, between First Cash Financial Services, Inc. and JPMorgan Chase Bank, N.A., Wells Fargo Bank, N.A., Texas Capital Bank, National Association, BOKF, N.A. and Amegy Bank National Association

JPMORGAN CHASE BANK, N.A.**SECOND AMENDMENT TO AMENDED AND RESTATED CREDIT AGREEMENT**

THIS SECOND AMENDMENT TO AMENDED AND RESTATED CREDIT AGREEMENT (the "First Amendment") is dated to be effective as of September 30, 2013, between FIRST CASH FINANCIAL SERVICES, INC. ("Borrower") and JPMORGAN CHASE BANK, N.A., WELLS FARGO BANK, N.A., TEXAS CAPITAL BANK, NATIONAL ASSOCIATION, BOKF, N.A., d/b/a BANK OF TEXAS, and AMEGY BANK NATIONAL ASSOCIATION (collectively "Lender").

WITNESSETH:

WHEREAS, Borrower and Lender are parties to that certain Amended and Restated Credit Agreement dated as of September 11, 2012 and that First Amendment to Amended and Restated Credit Agreement dated December 27, 2012 (collectively the "Credit Agreement"); and

WHEREAS, Borrower and Lender desire to amend the Credit Agreement by this Second Amendment to reflect the agreements 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 Credit Agreement and not otherwise defined in this Second Amendment shall have the same meanings as assigned to them in the Credit Agreement when used in this Second Amendment, unless the context hereof shall otherwise require or provide.

2. Representations and Warranties. In order to induce Lender to enter into this Second Amendment, Borrower represents and warrants to Lender that:

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

B. This Second Amendment and the Credit Agreement, as amended hereby, are the legal and binding obligations of 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; and

C. All of the representations and warranties of Borrower in the Credit Agreement, as amended by this Second Amendment, are true and correct as of the date hereof.

3. Amendment to Credit Agreement. The Credit Agreement is amended in the following manner:

(a) The following definition is amended and shall read in its entirety 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 September 30, 2013 shall be equal to Two Hundred Five Million and no/100 Dollars (\$205,000,000.00)."

(b) Section 6.14 of the Credit Agreement is amended and shall read in its entirety as follows:

"6.14 Investments and Acquisitions. The Borrower will not, nor will it permit any Subsidiary to, make or suffer to exist any Investments (including, without limitation, loans and advances to Subsidiaries), or commitments therefore, or to become or remain a partner in any partnership or joint venture, or to make any Acquisition of any Person, except for (a) Cash Equivalent Investments, (b) existing investments in Subsidiaries and other Investments in existence on the Closing Date, or (c) Acquisition Investment(s) during the preceding twelve (12) month period as long as (i) the aggregate purchase price of such Acquisition Investment(s) do not exceed twenty percent (20%) of the Consolidated Tangible Net Worth as reflected on the Borrower's most recently submitted Compliance Certificate, and (ii) the purchase price of any single Acquisition Investment does not exceed ten percent (10%) of the Consolidated Tangible Net Worth as reflected on the Borrower's most recently submitted Compliance Certificate; provided, however, (iii) for the three (3) month period beginning September 30, 2013 and ending December 31, 2013, Borrower may contract for and close on purchases of Acquisition Investments (in addition to those Acquisition Investments permitted by [i] and [ii] preceding) which have an aggregate purchase price of up to, but not exceeding \$60,000,000.00. For purposes of this Section 6.14, (y) the term "Acquisition Investment" shall include, but not be limited to, investment in a newly created company with limited or no operating history and/or with limited or no tangible assets and (z) as of January 1, 2013, the Borrower and the Lenders agree that, for covenant calculation purposes, the aggregate amount of the Acquisition Investments for the preceding twelve (12) month period will be \$0.00."

4. Amendment to Schedule 3. Schedule 3 (Commitments and Pro Rata Shares) is amended as set forth in the attachment to this Second Amendment.

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

6. 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 Credit Agreement or any of the Loan Documents, or (b) to prejudice any right or rights which Lender now has or may have in the future under, or in connection with the Credit Agreement as amended by this Second Amendment or the Loan Documents.

7. Multiple Counterparts. This Second 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 Second Amendment by signing any such counterpart.

THE CREDIT AGREEMENT, AS AMENDED BY THIS SECOND 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.

BORROWER: FIRST CASH FINANCIAL SERVICES, INC.

By: _____
Name: Rick L. Wessel
Title: President

LENDER: JPMORGAN CHASE BANK, N.A.

By: _____
Name: _____
Title: _____

WELLS FARGO BANK, N.A.

By: _____
Name: _____
Title: _____

TEXAS CAPITAL BANK, NATIONAL ASSOCIATION

By: _____
Name: _____
Title: _____

BOKF, N.A., d/b/a BANK OF TEXAS

By: _____
Name: _____
Title: _____

AMEGY BANK NATIONAL ASSOCIATION

By: _____
Name: _____
Title: _____