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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**  
Washington, D.C. 20549

**FORM 8-K  
CURRENT REPORT**

**Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934**

**Date of Report (Date of earliest event reported): March 29, 2016**

**Commission file number 001-16111**



SERVICE. DRIVEN. COMMERCE

**GLOBAL PAYMENTS INC.**

(Exact name of registrant as specified in charter)

**Georgia**  
(State or other jurisdiction of  
incorporation or organization)

**58-2567903**  
(I.R.S. Employer  
Identification No.)

**10 Glenlake Parkway, North Tower, Atlanta, Georgia**  
(Address of principal executive offices)

**30328-3473**  
(Zip Code)

**Registrant's telephone number, including area code: (770) 829-8000**

**NONE**

(Former name, former address and former fiscal year, 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 (see General Instruction A.2. below):

- 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

As previously reported, in connection with the proposed acquisition by Global Payments Inc. (the “Company”) of Heartland Payment Systems, Inc. (“Heartland”), on February 26, 2016, the Company and certain wholly owned subsidiaries of the Company, as borrowers or as guarantors, as applicable, entered into the First Amendment to (i) the Second Amended and Restated Term Loan Agreement and (ii) the Second Amended and Restated Credit Agreement, each with Bank of America, N.A. (“Bank of America”), as administrative agent, and a syndicate of financial institutions, as lenders and other agents (the “Amended Credit Facility Agreement”).

On March 29, 2016, the Company and certain wholly owned subsidiaries of the Company, as borrowers, Bank of America, as administrative agent, and Bank of the Philippine Islands, as a new lender, entered into a Lender Joinder Agreement (the “Lender Joinder Agreement”) to the Amended Credit Facility Agreement. The Lender Joinder Agreement provides that Bank of the Philippine Islands shall provide a \$50 million delayed draw term loan commitment under the Amended Credit Facility Agreement and become a “Lender” for all purposes thereunder and under the other Loan Documents (as defined in the Amended Credit Facility Agreement). After giving effect to the Lender Joinder Agreement, the amount of delayed draw term loan commitments under the Amended Credit Facility Agreement, which are expected to be subject to a lower applicable margin than the term B loan facility, shall be increased from \$685 million to \$735 million. The material terms of the Amended Credit Facility Agreement are otherwise unchanged by the Lender Joinder Agreement.

As previously reported, the Amended Credit Facility Agreement allows for the addition of approximately \$1.095 billion of term B loans in connection with the Heartland acquisition. The increase in the delayed draw term loan commitments described in the above paragraph, if drawn at the closing of the Heartland acquisition as expected, will result in a corresponding decrease in the anticipated initial aggregate principal balance of the term B loan facility under the Amended Credit Facility Agreement to \$1.045 billion.

In addition, the Company and Bank of America have successfully syndicated the \$1.045 billion term B loan facility, which, together with the existing commitments from the lenders under the Amended Credit Facility Agreement, will provide the financing necessary to complete the Heartland acquisition.

The funding commitments under the delayed draw credit facility and the term B loan facility remain subject to the satisfaction of customary closing conditions. The foregoing description of the Lender Joinder Agreement is qualified in its entirety by reference to the Lender Joinder Agreement, which is attached as Exhibit 10.1 to this Current Report on Form 8-K (this “Report”) and incorporated herein by reference.

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

The information set forth above in Item 1.01 of this Report is incorporated herein by reference.

### Item 9.01 Financial Statements and Exhibits

(d) Exhibits

Exhibit No.	Description
10.1	Lender Joinder Agreement, dated as of March 29, 2016, by and among the Company and Global Payments Direct, Inc., as borrowers, Bank of America, N.A., as administrative agent, and Bank of the Philippine Islands, as a new lender.

### Important Additional Information Has Been Filed with the SEC

In connection with the Company’s proposed acquisition of Heartland, on March 23, 2016, the Company filed with the SEC a final prospectus that also constitutes a definitive proxy statement of Heartland. Heartland has mailed the definitive proxy statement/prospectus to its stockholders. INVESTORS AND SHAREHOLDERS ARE URGED TO READ THE DEFINITIVE PROXY STATEMENT/PROSPECTUS REGARDING THE MERGER AND ANY OTHER RELEVANT DOCUMENTS FILED WITH THE SEC, AS WELL AS ANY AMENDMENTS OR SUPPLEMENTS TO THOSE DOCUMENTS, BECAUSE THEY CONTAIN IMPORTANT INFORMATION. This communication does not constitute an offer to sell or the solicitation of an offer to buy any securities or a solicitation of any vote or approval.

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A free copy of the definitive proxy statement/prospectus, as well as other filings containing information about the Company and Heartland, may be obtained at the SEC's website. You may also obtain these documents, free of charge, from the Company at [investors.globalpaymentsinc.com](http://investors.globalpaymentsinc.com) or from Heartland by accessing Heartland's website at [www.heartlandpaymentsystems.com/investor-relations](http://www.heartlandpaymentsystems.com/investor-relations). Copies of the definitive proxy statement/prospectus can also be obtained, free of charge, by directing a request to the Company's Investor Relations department at Global Payments Inc., 10 Glenlake Parkway, North Tower, Atlanta, Georgia 30328-3473, Attention: Investor Relations, by calling (770) 829-8234, or by sending an e-mail to [Investor.Relations@globalpay.com](mailto:Investor.Relations@globalpay.com) or to Heartland's Investor Relations department at 90 Nassau Street, Second Floor, Princeton, NJ 08542 by calling (609) 683-3831 or by sending an e-mail to [Heartland\\_ir@gregoryfca.com](mailto:Heartland_ir@gregoryfca.com).

The Company and Heartland and certain of their respective directors and officers may be deemed to be participants in the solicitation of proxies from the Heartland stockholders in respect of the proposed acquisition. Information regarding persons who may, under the rules of the SEC, be deemed participants in the solicitation of Heartland stockholders in connection with the proposed acquisition are set forth in the definitive proxy statement/prospectus filed with the SEC. Information regarding the Global Payments' directors and executive officers is contained in Global Payments' Annual Report on Form 10-K for the fiscal year ended May 31, 2015 and its Proxy Statement on Schedule 14A, dated September 25, 2015, which are filed with the SEC. Information regarding Heartland's directors and executive officers is contained in Heartland's Annual Report on Form 10-K for the year ended December 31, 2015 and its Proxy Statement on Schedule 14A, dated March 27, 2015, which are filed with the SEC.

#### **Forward-Looking Statements**

Investors are cautioned that some of the statements we use in this filing contain forward-looking statements and are made pursuant to the "safe-harbor" provisions of the Private Securities Litigation Reform Act of 1995. These forward-looking statements involve a number of risks and uncertainties and depend upon future events or conditions. Actual events or results might differ materially from those expressed or forecasted in these forward-looking statements. Accordingly, the Company cannot guarantee that its plans and expectations will be achieved. Such statements may include, but are not limited to, statements about intentions and expectations regarding the Heartland transaction, pricing and other terms of certain credit facilities, and other statements that are not historical facts. Important factors, among others, that could cause actual events or results to differ materially from those anticipated by the Company's forward-looking statements or historical performance include the ability to meet closing conditions to the Heartland transaction at all or on the expected terms and schedule, including without limitation the approval of Heartland's stockholders; delay in closing the merger or failure to consummate the merger; and the Company's ability to accurately predict future market conditions, including without limitation credit market conditions. Additional factors that could cause events or results to differ materially from those anticipated by the Company's forward-looking statements or historical performance can be found in the Company's Annual Report on Form 10-K for the year ended May 31, 2015, Heartland's Annual Report on Form 10-K for the year ended December 31, 2015 and each company's subsequent filings with the SEC. The Company's forward-looking statements speak only as of the date they are made and should not be relied upon as representing its plans and expectations as of any subsequent date. The Company undertakes no obligation to revise any of these statements to reflect future circumstances or the occurrence of unanticipated events.

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**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 hereunto duly authorized.

GLOBAL PAYMENTS INC.

Date: March 31, 2016

By: /s/ Cameron M. Bready

Cameron M. Bready

Executive Vice President and Chief Financial Officer

## LENDER JOINDER AGREEMENT

This LENDER JOINDER AGREEMENT (this "Agreement"), dated as of March 29, 2016, to the Credit Agreement (as defined below) is by and among the party identified as "New Lender" on the signature page hereto (the "New Lender"), Global Payments Inc., a Georgia corporation (the "Company"), the other borrowers party hereto (together with the Company, the "Borrowers" and each a "Borrower") and BANK OF AMERICA, N.A., as administrative agent (in such capacity, the "Administrative Agent") for the Lenders. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Credit Agreement (as defined below).

### RECITALS

WHEREAS, the Borrowers, the Lenders party thereto and the Administrative Agent entered into that certain Second Amended and Restated Credit Agreement dated as of July 31, 2015 (as amended, restated, extended, supplemented or otherwise modified in writing from time to time, the "Credit Agreement");

WHEREAS, the Borrowers have requested that the aggregate principal amount of the Delayed Draw Term Loan Commitments be increased by \$50,000,000 such that the aggregate principal amount of the Delayed Draw Term Loan Commitments will be \$735,000,000;

WHEREAS, the New Lender has agreed to provide Delayed Draw Term Loan Commitments on the terms and conditions set forth herein and to become a Lender under the Credit Agreement in connection therewith.

NOW, THEREFORE, IN CONSIDERATION of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

### AGREEMENT

1. The New Lender hereby agrees to provide a Delayed Draw Term Loan Commitment in the amount set forth opposite the New Lender's name on Annex A hereto and the initial Applicable Percentage of the New Lender shall be as set forth therein.

2. The New Lender (a) represents and warrants that (i) it has full power and authority, and has taken all action necessary, to execute and deliver this Agreement and to consummate the transactions contemplated hereby and to become a Lender under the Credit Agreement, (ii) it satisfies the requirements, if any, specified in the Credit Agreement that are required to be satisfied by it in order to become a Lender, (iii) from and after the date of this Agreement, it shall be bound by the provisions of the Credit Agreement as a Lender thereunder and shall have the obligations of a Lender thereunder, (iv) it has received a copy of the Credit Agreement, and has received or has been accorded the opportunity to receive copies of the most recent financial statements delivered pursuant to Section 6.01 thereof, as applicable, and such other documents and information as it deems appropriate to make its own credit analysis and decision to enter into this Agreement, (v) it has, independently and without reliance upon the Administrative Agent or any other Lender and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement, and (vi) if it is a Foreign Lender, attached hereto is any documentation required to be delivered by it pursuant to the terms of the Credit Agreement, duly completed and executed by such New Lender; and (b) agrees that (i) it will, independently and without reliance on the Administrative 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 Loan Documents, and (ii) it will perform in accordance with their terms all of the obligations which by the terms of the Loan Documents are required to be performed by it as a Lender.

3. The Borrowers agree that, as of the date hereof, the New Lender shall (a) be a party to the Credit Agreement and the other Loan Documents, (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.

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4. The applicable address, facsimile number and electronic mail address of the New Lender for purposes of Section 10.02 of the Credit Agreement are as set forth in the New Lender's Administrative Questionnaire delivered by the New Lender to the Administrative Agent on or before the date hereof or to such other address, facsimile number and electronic mail address as shall be designated by the New Lender in a notice to the Administrative Agent.

5. This Agreement shall become effective as of the date set forth above upon satisfaction of the following conditions precedent:

(a) The Administrative Agent shall have received a certificate of each Credit Party dated as of the date set forth above (in sufficient copies for each Lender) signed by a Financial Officer of such Credit Party (x) certifying and attaching the resolutions adopted by such Credit Party approving or consenting to such increase, and (y) in the case of the Company, certifying that, before and after giving effect to such increase, (i) the representations and warranties contained in Article V of the Credit Agreement and the other Loan Documents are true and correct in all material respects on and as of the date of such increase, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they are true and correct in all material respects as of such earlier date, and (ii) no Default or Event of Default exists.

(b) The Administrative Agent shall have received customary opinions of legal counsel to the Credit Parties, addressed to the Administrative Agent and each Lender, dated as of the effect date of such increase.

(c) The Administrative Agent shall have received counterparts of this Agreement duly executed by the Borrowers, the New Lender and Bank of America, N.A., as Administrative Agent.

6. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by fax transmission or e-mail transmission (e.g. "pdf" or "tif") shall be effective as delivery of a manually executed counterpart of this Agreement.

7. THIS AGREEMENT AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

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IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by a duly authorized officer as of the date first above written.

NEW LENDER:

BANK OF THE PHILIPPINE ISLANDS,  
as a New Lender

By: /s/ Ma. Teresa Anna K. Lim  
Name: Ma. Teresa Anna K. Lim  
Title: Vice President

By: /s/ Maria Theresa M. Javier  
Name: Maria Theresa M. Javier  
Title: Senior Vice President

GLOBAL PAYMENTS INC.  
NEW LENDER JOINDER AGREEMENT

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BORROWERS:

GLOBAL PAYMENTS INC.,  
a Georgia corporation

By: /s/ David L. Green  
Name: David L. Green  
Title: Executive Vice President, Secretary and General Counsel

GLOBAL PAYMENTS DIRECT, INC.,  
a New York corporation

By: /s/ David L. Green  
Name: David L. Green  
Title: Corporate Secretary

GLOBAL PAYMENTS UK LTD.,  
a British Company governed of the Laws of England and Wales

By: /s/ David L. Green  
Name: David L. Green  
Title: Director

GLOBAL PAYMENTS ACQUISITION  
CORPORATION 2 S.À.R.L.,  
a Luxembourg private company

By: /s/ Herman Gunter Schommarz  
Name: Herman Gunter Schommarz  
Title: Type B Manager

By: /s/ David L. Green  
Name: David L. Green  
Title: Type A Manager

GLOBAL PAYMENTS ACQUISITION PS 1 - GLOBAL PAYMENTS DIRECT  
S.E.N.C.,  
a Luxembourg general partnership

By: Global Payments Direct, Inc., its General Partner

By: /s/ David L. Green  
Name: David L. Green  
Title: Corporate Secretary

GLOBAL PAYMENTS ACQUISITION PS 2 C.V.,  
a Netherlands limited partnership



By: Global Payments Direct, Inc., acting in its capacity as general partner of Global Payments Acquisition PS 1 C.V., in its turn representing Global Payments Acquisition PS 1 - Global Payments Direct S.e.n.c., in its turn acting in its capacity as general partner on behalf and for the benefit of Global Payments Acquisition PS 2 C.V.

By: /s/ David L. Green  
Name: David L. Green  
Title: Corporate Secretary

GLOBAL PAYMENTS INC.  
NEW LENDER JOINDER AGREEMENT

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ACCEPTED AND AGREED:

BANK OF AMERICA, N.A.,  
as Administrative Agent

By: /s/ Rosanne Parsill

Name: Rosanne Parsill

Title: Vice President

GLOBAL PAYMENTS INC.  
NEW LENDER JOINDER AGREEMENT

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DELAYED DRAW TERM LOAN COMMITMENT AND APPLICABLE PERCENTAGE

Lender	Delayed Draw Term Loan Commitment	Applicable Percentage of Delayed Draw Term Loan Commitment
Bank of the Philippine Islands	\$50,000,000	6.802721088%