
**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): April 22, 2016

Commission file number 001-16111



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

The information contained in Item 2.03 of this Current Report on Form 8-K (this “Report”) is incorporated herein by reference.

Item 2.01. Completion of Acquisition or Disposition of Assets

On April 22, 2016, Global Payments Inc. (the “Company”) completed its merger with Heartland Payment Systems, Inc. (“Heartland”). Pursuant to the Agreement and Plan of Merger dated as of December 15, 2015, the transaction was effected by way of a two-step merger (collectively, the “Mergers”). As a result of the Mergers, each outstanding share of Heartland’s common stock, other than shares owned by (i) the Company and certain of its wholly owned subsidiaries (which were cancelled), (ii) stockholders who have properly exercised and perfected appraisal rights under Delaware law, or (iii) any direct or indirect wholly owned subsidiary of Heartland (which remain outstanding), was converted into the right to receive \$53.28 in cash (the “Cash Consideration”), without interest, and 0.6687 of a share of common stock of the Company (together with the Cash Consideration, the “Merger Consideration”).

In addition, as a result of the Mergers, (i) each outstanding option to purchase Heartland common stock (other than any option with an exercise price equal to or greater than the value of the Merger Consideration, which was canceled for no consideration) was cancelled and converted into the right to receive the Merger Consideration with respect to the net number of shares of Heartland common stock underlying such option (after taking into account the exercise price of such option), and (ii) each outstanding restricted stock unit of Heartland (including each outstanding performance share unit) was vested and was converted into the right to receive the Merger Consideration for each share of Heartland common stock underlying such restricted stock unit.

The Company funded the Cash Consideration through a combination of borrowings under the Amended Credit Facility Agreement (as defined below) and available cash on hand.

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

As previously reported, 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”). In addition, as previously reported, on March 26, 2016, the Company and certain wholly owned subsidiaries of the Company entered into a lender joinder agreement (the “Lender Joinder Agreement”) to the Amended Credit Facility Agreement, pursuant to which a new lender agreed to provide a delayed draw term commitment under the Amended Credit Facility Agreement.

On April 22, 2016, the Company and certain wholly owned subsidiaries of the Company, as borrowers or guarantors, as applicable, Bank of America, as administrative agent, and a syndicate of financial institutions, as lenders, entered into the Heartland Incremental Term B Loan Lender Joinder Agreement (the “Heartland Joinder Agreement”) to the Amended Credit Facility Agreement. The Heartland Joinder Agreement sets forth pricing and certain other terms with respect to the term loan B facility (the “Heartland Incremental Term Loan B Facility”).

The Amended Credit Facility Agreement, after giving effect to the Lender Joinder Agreement and the Heartland Joinder Agreement, provides for (i) a \$1.75 billion term loan facility, (ii) a \$1.25 billion revolving credit facility, (iii) a \$735 million delayed draw term loan facility and (iv) a \$1.045 billion term loan B facility.

Pursuant to the Heartland Joinder Agreement, \$2,612,500 of the Heartland Incremental Term Loan B Facility must be repaid each quarter commencing on September 30, 2016 and ending on March 31, 2023, with the remaining principal balance due upon maturity in April 2023. Prior to the delivery of the Company’s first compliance certificate, which must be delivered on or before August 29, 2016, the interest rate for borrowings under the Heartland Incremental Term Loan B Facility will be, at the election of the borrowers, either (i) LIBOR plus a margin of 3.50% or (ii) a base rate plus a margin of 2.50%. Following the delivery of such compliance certificate, the interest rate with respect to such borrowings will be reduced to (i) LIBOR plus 3.25% or (ii) a base rate plus a margin of 2.25%, so long as the Company’s Leverage Ratio (as defined in the Amended Credit Facility Agreement) is no greater than 3.25:1.00. The base rate is the highest of (a) the Federal Funds Effective Rate (as defined in the Amended Credit Facility Agreement) plus 0.50%, (b) the Bank of America prime rate and (c) LIBOR plus 1.0%. The obligations under the Heartland Incremental Term Loan B Facility, along with the other obligations under the Amended Credit

Facility Agreement, are secured by substantially all of the domestic assets of the Company and certain subsidiaries of the Company, including Heartland.

The Amended Credit Facility Agreement contains customary affirmative and restrictive covenants, including, among others, financial covenants based on the Company's Leverage Ratio and ratio of EBITR to Fixed Charges (each as defined in the Amended Credit Facility Agreement). The Amended Credit Facility Agreement also includes customary events of default, the occurrence of which, following any applicable cure period, would permit the lenders to, among other things, declare the principal, accrued interest and other obligations to be immediately due and payable.

The foregoing description of the Heartland Joinder Agreement, the Amended Credit Facility Agreement and the Lender Joinder Agreement does not purport to be complete and is subject to, and qualified in its entirety by reference to, the Heartland Joinder Agreement, the Amended Credit Facility Agreement and the Lender Joinder Agreement, which are attached hereto as Exhibit 10.1, Exhibit 10.2 and Exhibit 10.3, respectively, and are incorporated herein by reference.

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

Effective immediately after the closing of the Mergers and in accordance with the terms of the Merger Agreement, the Company's board of directors (the "Board") increased the number of members of the Board from eight to ten and appointed Robert H. B. Baldwin, Jr. and Mitchell L. Hollin to fill the resulting vacancies. Mr. Baldwin will serve as a Class III director, and Mr. Hollin will serve as a Class I director, in each case for an initial term expiring at the next meeting of the Company's shareholders called for the purpose of electing directors or, if earlier, until his successor is elected and qualifies. The Board has determined that Mr. Hollin meets the requirements for an independent director as provided in the rules of the New York Stock Exchange. The Board has appointed Mr. Baldwin as a member of the Risk Oversight Committee and the Technology Committee and Mr. Hollin as a member of the Compensation Committee and the Risk Oversight Committee. Prior to the closing of the Mergers, Mr. Baldwin served as Heartland's Vice Chairman, an executive position, and Mr. Hollin served as Heartland's Lead Independent Director.

Item 7.01. Regulation FD Disclosure

On April 25, 2016, the Company issued a press release announcing the completion of the Mergers. A copy of the press release is furnished as Exhibit 99.1 and is incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits

(a) *Financial Statements of Businesses Acquired*

The Company intends to file the financial statements of Heartland required by Item 9.01(a) as part of an amendment to this Report not later than July 8, 2016, which is 71 calendar days after the date this Report is required to be filed.

(b) *Pro Forma Financial Information*

The Company intends to file the pro forma financial information required by Item 9.01(b) as part of an amendment to this Report not later than July 8, 2016, which is 71 calendar days after the date this Report is required to be filed.

(d) *Exhibits*

Exhibit No.	Description
10.1	Heartland Incremental Term B Loan Lender Joinder Agreement, dated as of April 22, 2016, by and among each of the Persons identified as “Heartland Incremental Term B Lenders” on the signature pages thereto, Global Payments Inc., certain other borrowers party thereto, the guarantors party thereto and Bank of America, N.A.
10.2	First Amendment to the Second Amended and Restated Credit Agreement, First Amendment to the Second Amended and Restated Term Loan Agreement, First Amendment to the Company Guaranties and First Amendment to the Subsidiary Guaranties, dated as of February 26, 2016, by and among the Company and Global Payments Direct, Inc., as borrowers, Bank of America, N.A., as administrative agent, and certain other lenders party thereto (filed as Exhibit 10.1 to the Current Report on Form 8-K filed by the Company on March 1, 2016 and incorporated herein by reference).
10.3	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 (filed as Exhibit 10.1 to the Current Report on Form 8-K filed by the Company on March 31, 2016 and incorporated herein by reference).
99.1	Press Release issued by the Company on April 25, 2016.

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: April 25, 2016

By: /s/ Cameron M. Bready

Cameron M. Bready

Executive Vice President and Chief Financial Officer

HEARTLAND INCREMENTAL TERM B LOAN LENDER JOINDER AGREEMENT

THIS HEARTLAND INCREMENTAL TERM B LOAN LENDER JOINDER AGREEMENT dated as of April 22, 2016 (this “Agreement”) is by and among each of the Persons identified as “Heartland Incremental Term B Lenders” on the signature pages hereto (each, a “Heartland Incremental Term B Lender”), Global Payments Inc., a Georgia corporation (the “Company”), certain other borrowers party hereto (together with the Company, each a “Borrower” and collectively, the “Borrowers”), the Guarantors party hereto, and Bank of America, N.A., as Administrative Agent. Capitalized terms used but not otherwise defined herein have the meanings provided in the Credit Agreement (as defined below).

WITNESSETH

WHEREAS, pursuant to that certain 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”) among the Borrowers, the Lenders from time to time party thereto and Bank of America, N.A., as Administrative Agent, Swing Line Lender and L/C Issuer, the Lenders have agreed to provide the Borrowers with the credit facilities provided for therein;

WHEREAS, pursuant to Section 2.01(e) of the Credit Agreement, the Company has requested that each Heartland Incremental Term B Lender provide a portion of a Heartland Incremental Term B Loan under the Credit Agreement; and

WHEREAS, each Heartland Incremental Term B Lender has agreed to provide a portion of a Heartland Incremental Term B Loan on the terms and conditions set forth herein and to become a “Heartland Incremental Term B 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:

1. Each Heartland Incremental Term B Lender severally agrees to make a portion of a Heartland Incremental Term B Loan in a single advance to the Company on the date hereof in the amount of its respective Heartland Incremental Term B Loan Commitment; provided, that, after giving effect to such advances, the Outstanding Amount of such Heartland Incremental Term B Loan shall not exceed the aggregate amount of the Heartland Incremental Term B Loan Commitments of the Heartland Incremental Term B Lenders. The Heartland Incremental Term B Loan Commitments of each of the Heartland Incremental Term B Lenders and the Applicable Percentage of the Heartland Incremental Term B Loans for each of the Heartland Incremental Term B Lenders shall be as set forth on Schedule 2.01 attached hereto. The existing Schedule 2.01 to the Credit Agreement shall be deemed to be amended to include the information set forth on Schedule 2.01 attached hereto.

2. The Applicable Rate with respect to the portion of the Heartland Incremental Term B Loan evidenced hereby shall be a percentage per annum equal to: (a) until delivery of the first Compliance Certificate after the Heartland Acquisition Closing Date, (i) 3.50% with respect to Eurocurrency Rate Loans, and (ii) 2.50% with respect to Base Rate Loans (each of clauses (i) and (ii), as applicable, the “Base Term B Rate”) and (b) thereafter, (i) the Base Term B Rate or (ii) so long as the Leverage Ratio is not greater than 3.25 to 1.0, (A) 3.25% with respect to Eurocurrency Rate Loans and (B) 2.25% with respect to Base Rate Loans; provided, that, the Eurocurrency Base Rate shall in no event be less than zero at any time. Any increase or decrease in the Applicable Rate for the Heartland Incremental Term B Loan resulting from a change in the Leverage Ratio shall become effective as of the first Business Day immediately following the date a Compliance Certificate is delivered pursuant to Section 6.01(c) of the Credit Agreement; provided that if a Compliance Certificate is not delivered when due in accordance with such Section, then, upon the request of the Required Lenders, the Base Term B Rate shall apply as of the first Business Day after the date on which such Compliance Certificate was required to have been delivered and shall remain in effect until the date on which such Compliance Certificate is delivered; provided further that the Company shall not request any Heartland Incremental Term B Loans that are Eurocurrency Rate Loans with an Interest Period of one week and no Heartland Incremental Term B Lender shall be required to make a Heartland Incremental Term B Loan that is a Eurocurrency

Rate Loan with an Interest Period of one week. Notwithstanding anything to the contrary contained in this paragraph 2, the determination of the Applicable Rate for any period shall be subject to the provisions of Section 2.10(b) of the Credit Agreement.

3. The Heartland Incremental Term B Loan Maturity Date for the Heartland Incremental Term B Loan evidenced hereby shall be April 22, 2023.

4. The Company shall repay to the Heartland Incremental Term B Lenders the principal amount of the Heartland Incremental Term B Loan evidenced hereby in quarterly installments on the dates set forth below as follows:

Date	Principal Amortization Payment	Date	Principal Amortization Payment
September 30, 2016	\$2,612,500.00	March 31, 2020	\$2,612,500.00
December 31, 2016	\$2,612,500.00	June 30, 2020	\$2,612,500.00
March 30, 2017	\$2,612,500.00	September 20, 2020	\$2,612,500.00
June 30, 2017	\$2,612,500.00	December 31, 2020	\$2,612,500.00
September 30, 2017	\$2,612,500.00	March 31, 2021	\$2,612,500.00
December 31, 2017	\$2,612,500.00	June 30, 2021	\$2,612,500.00
March 31, 2018	\$2,612,500.00	September 30, 2021	\$2,612,500.00
June 30, 2018	\$2,612,500.00	December 31, 2021	\$2,612,500.00
September 30, 2018	\$2,612,500.00	March 31, 2022	\$2,612,500.00
December 31, 2018	\$2,612,500.00	June 30, 2022	\$2,612,500.00
March 31, 2019	\$2,612,500.00	September 30, 2022	\$2,612,500.00
June 30, 2019	\$2,612,500.00	December 31, 2022	\$2,612,500.00
September 30, 2019	\$2,612,500.00	March 31, 2023	\$2,612,500.00
December 31, 2019	\$2,612,500.00	Heartland Incremental Term B Loan Maturity Date	Outstanding Amount
Total:			\$1,045,000,000.00

5. Pursuant to Section 2.05(b)(iv) of the Credit Agreement, the Company shall prepay the Heartland Incremental Term B Loan in an aggregate amount equal to fifty percent (50%) (if the Leverage Ratio as of the end of such fiscal year is equal to or greater than 3.75 to 1.0), twenty-five percent (25%) (if the Leverage Ratio as of the end of such fiscal year is less than 3.75 to 1.0 but equal to or greater than 3.25 to 1.0), or zero percent (0%) (if the Leverage Ratio as of the end of such fiscal year is less than 3.25 to 1.0) of Excess Cash Flow; provided, that the amount of any such prepayment shall be reduced in accordance with Section 2.05(b)(iv) of the Credit Agreement. Subject to Section 2.15 of the Credit Agreement, each such prepayment shall be applied ratably to the Heartland Incremental Term B Loans (in each case to the remaining scheduled principal amortization payments on a pro rata basis). Such prepayments shall be applied first to Base Rate Loans and then to Eurocurrency Rate Loans in direct order of Interest Period maturities, shall be subject to Section 3.05 of the Credit Agreement, and shall be accompanied by interest on the principal amount prepaid through the date of prepayment.

6. Pursuant to Section 2.05(a)(i) of the Credit Agreement, if any voluntary prepayment is made with respect to the Heartland Incremental Term B Loans within six (6) months after the Heartland Acquisition Closing Date in connection with a Repricing Event, the Company shall, on the date of such prepayment, pay to the Lenders a prepayment premium equal to one percent (1.00%) of the principal amount of the Heartland Incremental Term B Loans so prepaid.

7. Each Heartland Incremental Term B 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 Heartland Incremental Term B Lender under the Credit Agreement, (ii) it meets all requirements of an Eligible Assignee under the Credit Agreement (subject to receipt of such consents as may be

required under the Credit Agreement), (iii) from and after the date hereof, it shall be bound by the provisions of the Credit Agreement as a Heartland Incremental Term B Lender thereunder and shall have the obligations of a Heartland Incremental Term B Lender thereunder, (iv) it has received a copy of the Credit Agreement, together with copies of the most recent financial statements delivered pursuant to Section 6.01 thereof, as applicable, and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Agreement on the basis of which it has made such analysis and decision independently and without reliance on the Administrative Agent or any other Heartland Incremental Term B Lender, and (v) 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; 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 Heartland Incremental Term B Lender.

8. Each of the Administrative Agent, each Borrower, and each Guarantor agrees that, as of the date hereof, each Heartland Incremental Term B Lender shall (a) be a party to the Credit Agreement and the other Loan Documents, (b) be a "Heartland Incremental Term B Lender" for all purposes of the Credit Agreement and the other Loan Documents and (c) have the rights and obligations of a Heartland Incremental Term B Lender under the Credit Agreement and the other Loan Documents.

9. The address of each Heartland Incremental Term B Lender for purposes of all notices and other communications is as set forth on the Administrative Questionnaire delivered by such Heartland Incremental Term B Lender to the Administrative Agent.

10. 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.

11. 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.

[signature page follows]

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.

HEARTLAND INCREMENTAL
TERM B LENDERS:

BANK OF AMERICA, N.A.

By: /s/ Thomas M. Paulk
Name: Thomas M. Paulk
Title: Senior Vice President

GLOBAL PAYMENTS INC.
HEARTLAND INCREMENTAL TERM B LOAN LENDER JOINDER AGREEMENT

BORROWERS:

GLOBAL PAYMENTS INC.

By: /s/ David Green
Name: David Green
Title: Secretary

GLOBAL PAYMENTS DIRECT, INC.

By: /s/ David Green
Name: David Green
Title: Secretary

GLOBAL PAYMENTS UK LTD.

a British Company governed of the Laws of England and Wales

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

GLOBAL PAYMENTS ACQUISITION CORPORATION 2, a Luxembourg société à responsabilité limitée, with a share capital of EUR 1,660,669.-, having its registered office at 6C, rue Gabriel Lippmann, L-5365 Munsbach, Grant-Duchy of Luxembourg, and registered with the R.C.S. under number B 139.629

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

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

GLOBAL PAYMENTS ACQUISITION PS 1 - GLOBAL PAYMENTS DIRECT S.E.N.C., a Luxembourg société en nom collectif, with a share capital of EUR 862,094.-, having its registered office at 6C, rue Gabriel Lippmann, L-5365 Munsbach, Grant-Duchy of Luxembourg, and registered with the R.C.S. under number B 139.804

By: Global Payments Direct, Inc.,
its Manager

By: /s/ David Green
Name: David Green
Title: 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 Green

Name: David Green

Title: Secretary

GLOBAL PAYMENTS INC.
HEARTLAND INCREMENTAL TERM B LOAN LENDER JOINDER AGREEMENT

GUARANTORS:

GLOBAL PAYMENTS DIRECT, INC.

By: /s/ David Green
Name: David Green
Title: Secretary

GLOBAL PAYMENTS CHECK SERVICES, INC.

By: /s/ LJ Williams
Name: LJ Williams
Title: Secretary

GLOBAL PAYMENTS GAMING SERVICES, INC.

By: /s/ LJ Williams
Name: LJ Williams
Title: Secretary

GLOBAL PAYMENTS INC.
HEARTLAND INCREMENTAL TERM B LOAN LENDER JOINDER AGREEMENT

ADMINISTRATIVE AGENT:

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

By: /s/ Maura E. Washington
Name: Maura E. Washington
Title: Vice President

GLOBAL PAYMENTS INC.
HEARTLAND INCREMENTAL TERM B LOAN LENDER JOINDER AGREEMENT

FOR IMMEDIATE
RELEASE



SERVICE. DRIVEN. COMMERCE

Global Payments Completes Merger with Heartland Payment Systems

ATLANTA, April 25, 2016 - Global Payments Inc. (NYSE: GPN), a leading worldwide provider of payment technology services, announced today that it has completed its merger with Heartland Payment Systems, Inc. ("Heartland"). The combined company, Global Payments Inc., now has more than 8,500 employees worldwide and provides market-leading payments solutions to nearly 2.5 million merchants in 29 countries globally.

"We are delighted to announce the completion of this landmark transaction," said Jeffrey S. Sloan, Chief Executive Officer of Global Payments. "The transformative partnership with Heartland will further accelerate revenue growth, operating margin expansion and cash earnings per share growth and create the leading provider of integrated payments technology solutions worldwide."

In connection with the closing of the transaction, Robert H.B. Baldwin, Jr. and Mitchell L. Hollin have joined the Global Payments Board, increasing its size from eight to ten members.

About Global Payments

Global Payments Inc. (NYSE: GPN) is a leading worldwide provider of payment technology services that delivers innovative solutions driven by customer needs globally. Our technologies, partnerships and employee expertise enable us to provide a broad range of products and services that allow our customers to accept all payment types across a variety of distribution channels in many markets around the world.

Headquartered in Atlanta, Georgia with more than 8,500 employees worldwide, Global Payments is a member of the S&P 500 with merchants and partners in 29 countries throughout North America, Europe, the Asia-Pacific region and Brazil. For more information about Global Payments, our *Service. Driven. Commerce* brand and our technologies, please visit www.globalpaymentsinc.com.

Forward-Looking Statements

Investors are cautioned that some of the statements we use in this release 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, we cannot guarantee you that our plans and expectations will be achieved. Such statements may include, but are not limited to, statements about the benefits of our acquisition of Heartland, including future financial and operating results, the combined company's plans, objectives, expectations and intentions 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 our forward-looking statements or historical performance include difficulties and delays in integrating the Heartland business or fully realizing cost savings and other benefits of the acquisition at all or within the expected time period; business disruption following the acquisition making it more difficult to maintain business and operational relationships, including financial institution sponsorship; loss of key personnel; ability to accurately predict future market conditions; and changes in laws, regulations or network rules or interpretations thereof that impact us. Additional factors that could cause events or results to differ materially from those anticipated by our forward-looking statements or historical performance can be found in our Annual Report on Form 10-K for the year ended May 31, 2015 and our subsequent filings with the SEC. Our forward-looking statements speak only as of the date they are made and should not be relied upon as representing our plans and expectations as of any subsequent date. We undertake no obligation to revise any of these statements to reflect future circumstances or the occurrence of unanticipated events.

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Andrew Langford
770-829-8991

Media contact: media.relations@globalpay.com
Amy Corn
770-829-8755