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

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**FORM 8-K**

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**CURRENT REPORT**

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

**Date of Report (Date of earliest event reported): November 18, 2005**

**Commission file number 001-16111**

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**GLOBAL PAYMENTS INC.**

(Exact name of registrant as specified in charter)

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

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

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

**30328-3495**  
(Zip Code)

**Registrant's telephone number, including area code: 770-829-8238**

**NONE**  
(Former name, former address and former fiscal year, if changed since last report)

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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**

On November 18, 2005, Global Payments Direct, Inc. (the “Company”), a wholly owned subsidiary of Global Payments Inc., together with Canadian Imperial Bank of Commerce, as administrative agent (the “Administrative Agent”), and CIBC Inc. entered into Amendment No. 1 (the “Amendment”) to the Amended and Restated Credit Agreement, dated as of November 19, 2004 (the “Canadian Credit Facility”), by and among the Company, the several banks and financial institutions parties thereto and the Administrative Agent. The text of the Amendment is attached hereto as Exhibit 10.1.

The Amendment provided for certain technical amendments to the Canadian Credit Facility as well as extending the termination date from November 18, 2005 to November 17, 2006. Simultaneously with the execution of the Amendment, the Company provided notice to the Administrative Agent to terminate the Tranche A Commitments under the Canadian Credit Facility and reduce the amount of the Tranche B Commitments from Cdn \$75 million, or approximately US \$63 million based on current exchange rates, to Cdn \$50 million, or approximately US \$42 million based on current exchange rates. Excluding the additional overdraft feature covering larger advances during periods of peak credit card usage which remains in effect, the Company has permanently reduced its aggregate borrowing capacity under the Canadian Credit Facility from Cdn \$175 million, or approximately US \$147 million based on current exchange rates, to Cdn \$50 million, or approximately US \$42 million based on current exchange rates.

The Company reduced its borrowing capacity under the Canadian Credit Facility because of a reduction in its Canadian borrowing needs arising primarily from the migration of the Company’s Canadian VISA portfolio (except for certain managed merchant accounts and large accounts) away from “same day value” for credit card deposits and the maintenance of surplus cash in Canadian dollar cash accounts to meet working capital requirements.

**Item 9.01 Financial Statements and Exhibits**

(c) Exhibits

<u>Exhibit Number</u>	<u>Description</u>
10.1	Amendment No. 1 to the Company’s Amended and Restated Credit Agreement

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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 thereunto duly authorized.

Global Payments Inc.  
(Registrant)

Date: November 18, 2005

By: /s/ Joseph C. Hyde

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Joseph C. Hyde  
Chief Financial Officer

## AMENDMENT NO. 1

AMENDMENT NO. 1 (this "Amendment"), dated as of November 18, 2005, to the Amended and Restated Credit Agreement, dated as of November 19, 2004 (as amended from time to time, the "Credit Agreement"; capitalized terms used but not defined herein shall have the respective meanings specified in the Credit Agreement), among Global Payments Direct, Inc. (the "Borrower"), the several banks and other financial institutions or entities from time to time parties thereto (the "Lenders") and Canadian Imperial Bank of Commerce, as administrative agent (in such capacity, the "Administrative Agent").

W I T N E S S E T H :

WHEREAS, the Borrower, the Administrative Agent and the Lenders have agreed to amend certain provisions of the Credit Agreement on the terms and conditions contained herein.

NOW THEREFORE, the parties hereto hereby agree as follows:

1. Amendment to Subsection 1.1 of the Credit Agreement Section 1.1 of the Credit Agreement is hereby amended by deleting the definition of "Termination Date" and in its entirety and inserting in lieu thereof the following new definition:

"Termination Date": for any Lender, November 17, 2006, or such later date to which the Termination Date for such Lender may be extended from time to time pursuant to Section 2.15, provided that if such day or date is not a Business Day, the Termination Date shall be the preceding Business Day.

2. Amendment to Section 2.15 of the Credit Agreement Section 2.15 of the Credit Agreement is hereby amended as follows:

(a) by deleting from the first sentence thereof the following:

"the Commitments under a particular Tranche shall have been terminated in whole, or";

(b) by inserting at the beginning of in subparagraph (i) of the proviso the following:

"if there are any Tranche A Commitments in effect,"; and

(c) by inserting at the beginning of in subparagraph (ii) of the proviso the following:

"if there are any Tranche B Commitments in effect".

3. Effectiveness. This Amendment shall become effective on the date on which the Administrative Agent shall have received the following:

(a) the duly executed counterparts to this Amendment from the Borrower, the Administrative Agent and each Lender;

(b) evidence that the Tranche A Commitments have been terminated and that no amounts are due or outstanding thereunder; and

(c) evidence that the Tranche B Commitments have been reduced to C\$50,000,000 and that the extensions of credit under the Tranche B Commitments are not in excess thereof.

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4. Representations and Warranties.

(a) On and as of the date hereof, the Borrower hereby confirms, reaffirms and restates the representations and warranties set forth in Section 3 of the Credit Agreement mutatis mutandis, except to the extent that such representations and warranties expressly relate to a specific earlier date in which case the Borrower hereby confirms, reaffirms and restates such representations and warranties as of such earlier date; and

(b) Since May 31, 2005, there has been no development or event that has had or could reasonably be expected to have a Material Adverse Effect.

5. Continuing Effect. Except as expressly amended by this Amendment, the Credit Agreement shall continue to be, and shall remain, in full force and effect in accordance with its terms.

6. Fees and Expenses. The Borrower agrees to reimburse the Administrative Agent and the Lenders for all their reasonable costs and out-of-pocket expenses incurred in connection with the review, execution and delivery of this Amendment, including, without limitation, the reasonable fees and disbursements of Simpson Thacher & Bartlett LLP, counsel to the Administrative Agent.

7. Counterparts. This Amendment may be executed by the parties hereto on any number of separate counterparts and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Amendment shall be effective as delivery of a manually executed counterpart of this Amendment.

8. Governing Law. THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the parties have hereto caused this Amendment to be executed by their respective duly authorized officers as of the day first above written.

GLOBAL PAYMENTS DIRECT, INC.

By: /s/ Suellen P. Tornay

Name: Suellen P. Tornay  
Title: Corporate Secretary

CANADIAN IMPERIAL BANK OF COMMERCE,  
as Administrative Agent

By: /s/ Warren Lobo

Name: Warren Lobo  
Title: Director

By: /s/ David J. Cohen

Name: David J. Cohen  
Title: Executive Director

CIBC INC., as a Lender

By: CIBC WORLD MARKETS CORP., as agent

By: /s/ Dominic Sorresso

Name: Dominic Sorresso  
Title: Executive Director