

MONEYGRAM INTERNATIONAL INC  
Form 8-K  
November 22, 2011

**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): (November 21, 2011)

**MoneyGram International, Inc.**

(Exact name of registrant as specified in its charter)

**Delaware**  
(State or other jurisdiction  
of incorporation)

**1-31950**  
(Commission  
File Number)

**16-1690064**  
(I.R.S. Employer  
Identification Number)

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2828 N. Harwood Street, 15<sup>th</sup> Floor

Dallas, Texas  
(Address of principal

75201  
(Zip code)

executive offices)  
Registrant's telephone number, including area code: (214) 999-7552

Not applicable

(Former name or former address, 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:

- .. 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.**

***Sixth Supplemental Indenture***

On November 21, 2011, MoneyGram Payment Systems Worldwide, Inc., a Delaware corporation ( Worldwide ), entered into the Sixth Supplemental Indenture (the Sixth Supplemental Indenture ) with MoneyGram International, Inc., a Delaware corporation (the Company ), the other guarantors party thereto and Deutsche Bank Trust Company Americas, as trustee and collateral agent (the Trustee ), which supplements the Indenture, dated as of March 25, 2008 (the Indenture ), by and among Worldwide, the Company, the other guarantors party thereto and the Trustee, governing Worldwide s 13.25% Senior Secured Second Lien Notes due 2018 (the Second Lien Notes ).

The Sixth Supplemental Indenture amends the Indenture to permit Worldwide to make one or more optional redemptions of up to an aggregate of 35% of the aggregate principal amount of the originally issued Second Lien Notes, at a redemption price equal to 113.25% of the then outstanding principal amount thereof, plus accrued and unpaid interest thereon, at any time prior to March 25, 2012 and after a Qualified Equity Offering; provided that any such redemption must be in an aggregate principal amount of no less than \$50.0 million and the aggregate principal amount of Second Lien Notes redeemed in connection with such redemptions may not exceed the greater of (i) \$175.0 million and (ii) the aggregate cash proceeds (net of underwriting discounts and commissions) received in all Qualified Equity Offerings by the Company and/or any participating selling stockholders.

This summary does not purport to be complete and is qualified in its entirety by reference to the Sixth Supplemental Indenture, which is filed as Exhibit 4.1 hereto and incorporated herein by reference.

***Incremental Amendment***

On November 21, 2011, Worldwide, as borrower, the Company, MoneyGram Payment Systems, Inc., a Delaware corporation ( MPSI ), and MoneyGram of New York LLC, a Delaware limited liability company ( MNY ), entered into the First Incremental Amendment and Joinder Agreement (the Incremental Amendment ) with Bank of America, N.A., as administrative agent (the Administrative Agent ), and the financial institutions party thereto as lenders (the Tranche B-1 Lenders ) which amends and restates in its entirety the First Incremental Amendment and Joinder Agreement dated November 14, 2011 among Worldwide, the Company, MPSI, MNY, the Administrative Agent and the Tranche B-1 Lenders named therein (the Original Incremental Amendment ). The Incremental Amendment amends certain provisions of the Original Incremental Amendment relating to the amount of gross proceeds to be funded to Worldwide upon the satisfaction of the conditions precedent set forth in the Incremental Amendment and replaces the reference to the Fifth Supplemental Indenture therein with a reference to the Sixth Supplemental Indenture.

The Incremental Amendment provides for an incremental term loan facility (the Tranche B-1 Term Loan Facility ) to be made available to Worldwide under that certain Credit Agreement dated as of May 18, 2011 among Worldwide, the Company, the Administrative Agent and the lenders party thereto (the Credit Agreement ). The Incremental Amendment includes commitments from the Tranche B-1 Lenders signatory thereto to make term loans in an aggregate amount of \$140 million and includes a mechanism for the aggregate principal amount of the Tranche B-1 Term Loan Facility to be increased to \$150 million if Worldwide obtains additional commitments from existing or other lenders. The funding of each Tranche B-1 Lender s commitment is subject to the satisfaction of certain conditions precedent set forth in the Incremental Amendment. The proceeds of the Tranche B-1 Term Loan Facility will be used to partially redeem Worldwide s existing Second Lien Notes in the manner contemplated by the Sixth Supplemental Indenture and to pay any fees, expenses and premiums payable in connection with such redemption.

The loans under the Tranche B-1 Term Loan Facility will bear interest, at Worldwide s election, at either the base rate or LIBOR, in each case plus a spread above the base rate or LIBOR rate, as applicable. The spread for base rate loans will be either 2.00% or 2.25% per annum and the spread for LIBOR loans will be either 3.00% or 3.25% per annum (in each case depending on the Company s consolidated leverage ratio at such time). The LIBOR rate for the Tranche B-1 Term Loan Facility will at all times be deemed to be not less than 1.25%. These pricing terms are identical to the pricing in place for Worldwide s existing term loans under the Credit Agreement. The Tranche B-1 Term Loan Facility will also have the same maturity date as Worldwide s existing term loans under the Credit Agreement, which is November 18, 2017.

The Tranche B-1 Term Loan Facility will be deemed to have been made under the Credit Agreement such that all representations, warranties and covenants contained in the Credit Agreement and the related security documents will apply to the Tranche B-1 Term Loan Facility in all respects and the collateral pledged by the Company, Worldwide and certain of its subsidiaries to secure their respective obligations under the Credit Agreement will secure the Tranche B-1 Term Loan Facility on a *pari passu* basis.

This summary does not purport to be complete and is qualified in its entirety by reference to the Incremental Amendment and the Credit Agreement, which are filed as Exhibit 10.1 and Exhibit 10.2 hereto, respectively, 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 provided under Item 1.01 in this Current Report on Form 8-K regarding the Sixth Supplemental Indenture and the Incremental Amendment is incorporated by reference into this Item 2.03.

**Item 9.01 Financial Statements and Exhibits.**

**(d) Exhibits.**

The following exhibits are filed herewith.

Exhibit No.	Description of Exhibit
4.1	Sixth Supplemental Indenture relating to the 13.25% Senior Secured Second Lien Notes due 2018, dated as of November 21, 2011, among MoneyGram Payment Systems Worldwide, Inc., as issuer, MoneyGram International, Inc. and the other guarantors named therein and Deutsche Bank Trust Company Americas, as trustee and collateral agent.
10.1	First Incremental Amendment and Joinder Agreement, dated as of November 21, 2011, among MoneyGram International, Inc., MoneyGram Payment Systems Worldwide, Inc., MoneyGram Payment Systems, Inc., MoneyGram of New York LLC, the Lenders and Bank of America, N.A., as administrative agent.
10.2*	Credit Agreement, dated as of May 18, 2011, among MoneyGram International, Inc., MoneyGram Payment Systems Worldwide, Inc., the Lenders and Bank of America, N.A., as administrative agent (incorporated by reference from Exhibit 10.4 to the registrant's Quarterly Report on Form 10-Q filed August 9, 2011).

\* Certain portions of this exhibit have been omitted and filed separately with the Securities and Exchange Commission pursuant to a confidential treatment request under Rule 24b-2 of the Securities and Exchange Commission Act of 1934.

**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.

**MONEYGRAM INTERNATIONAL, INC.**

By: /s/ James E. Shields

Name: James E. Shields

Title: Executive Vice President and Chief Financial  
Officer

Date: November 22, 2011

**EXHIBIT INDEX**

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