

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

June 12, 2014

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

On June 12, 2014, First Cash Financial Services, Inc. (the "Company") amended the employment agreements of Rick L. Wessel, the Company's Chief Executive Officer and President, and R. Douglas Orr, the Company's Executive Vice President, Chief Financial Officer, Secretary and Treasurer.

The amendments to Mr. Wessel's and Mr. Orr's employment agreements eliminated a "modified single-trigger" change in control provision contained in each agreement that would have allowed the executive to voluntarily terminate his employment following a change in control and receive severance payments and benefits. As amended, the employment agreements now provide for severance benefits only in the event of an involuntary termination of employment by the Company without "cause" or by the executive for "good reason," as such terms are defined in the employment agreements.

The foregoing description of the amendments to Mr. Wessel's and Mr. Orr's employment agreements is qualified in its entirety by the amendments filed as Exhibits 10.1 and 10.2, respectively, to this Current Report on Form 8-K and incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(d) The following Exhibits are filed herewith as part of this report:

- 10.1 Amendment No. 3 to First Amended and Restated Executive Employment Agreement of Rick L. Wessel
- 10.2 Amendment No. 2 to Employment Agreement of R. Douglas Orr

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: June 12, 2014

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

<u>Exhibit Number</u>	<u>Description</u>
10.1	Amendment No. 3 to First Amended and Restated Executive Employment Agreement of Rick L. Wessel
10.2	Amendment No. 2 to Employment Agreement of R. Douglas Orr

**AMENDMENT NO. 3 TO FIRST AMENDED AND RESTATED
EXECUTIVE EMPLOYMENT AGREEMENT OF RICK L. WESSEL**

This is the Third Amendment (“Third Amendment”) to the First Amended and Restated Executive Employment Agreement of Rick L. Wessel originally entered into as of October 16, 2007, as amended with Amendment No. 1 dated January 1, 2010, and Amendment No. 2 effective as of July 23, 2013 (the “Agreement”), by and between First Cash Financial Services, Inc. (the “Company”), a Delaware corporation, and Rick L. Wessel (the “Executive”). This Third Amendment is effective as of June 12, 2014.

WHEREAS, Executive is presently serving the Company as Chief Executive Officer and President pursuant to the Agreement, and the parties desire to modify the Agreement as set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and obligations hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Section 9(d) is hereby deleted in its entirety and replaced with the following:

“(d) TERMINATION FOR GOOD CAUSE.

The Executive may terminate his Employment for Good Cause at any time within 180 days after the Executive becomes consciously aware that the facts and circumstances constituting Good Cause exist and are continuing by giving the Company 30 days’ prior written notice that the Executive intends to terminate his Employment for Good Cause, which notice will state with specificity the basis for Executive’s contention that Good Cause exists. The Executive may not terminate for Good Cause if the facts and circumstances constituting Good Cause are substantially cured by the Company within 30 days following notice to the Company.”

2. The definition of “Acquiring Person” in Section 13(b) shall be deleted.
3. The definition of “Change of Control” in Section 13(g) shall be deleted.
4. The definition of “Good Cause” in Section 13(n) shall be amended by deleting the words: “; or (v) the occurrence of a Change of Control.”
5. Except as modified herein, the remainder of the Agreement shall remain unchanged.

IN WITNESS WHEREOF, the parties hereto have duly executed this amendment to the Agreement, effective as the date specified above.

FIRST CASH FINANCIAL SERVICES, INC.

EXECUTIVE

By: _____
Mikel D. Faulkner
Chairman of the Compensation Committee

Rick L. Wessel

**AMENDMENT NO. 2 TO EMPLOYMENT AGREEMENT
OF R. DOUGLAS ORR**

This is the Second Amendment ("Second Amendment") to the Employment Agreement of R. Douglas Orr originally entered into as of April 30, 2010, as amended with Amendment No. 1 effective as of July 23, 2013 (the "Agreement"), by and between First Cash Financial Services, Inc. (the "Company"), a Delaware corporation, and R. Douglas Orr (the "Executive"). This Second Amendment is effective as of June 12, 2014.

WHEREAS, Executive is presently serving the Company as Executive Vice President, Chief Financial Officer, Secretary and Treasurer pursuant to the Agreement, and the parties desire to modify the Agreement as set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and obligations hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The fifth paragraph under Section 6 is hereby deleted in its entirety and replaced with the following:

"Lastly, Employee shall be eligible to terminate this Agreement (except the provisions of Section 5, 6, 7, 8, 9, 10, 11, 12, 13, 14 and 15) and the employment relationship created hereby for Good Reason following the occurrence of a Change in Control by providing notice 30 days' prior to the date the Employee intends to terminate his Employment for Good Reason, and stating with specificity the basis for Employee's contention that Good Reason exists (such notice must be given within 90 days after the Employee first becomes aware that the facts and circumstances constituting Good Reason exist and are continuing). The Employee may not terminate for Good Reason if the facts and circumstances constituting Good Reason are substantially cured by the Company within 30 days following notice to the Company. Should Employee timely and properly terminate pursuant to this paragraph for Good Reason following a Change of Control, employee shall be entitled to receive from Employer severance payments equal to 100 percent (100%) of Employee's then current base salary, for remaining term of this Agreement, but in no event less than 12 months, subject to all payroll deductions for state and federal payroll and income taxes, and paid periodically following termination as if the Employee's employment had not terminated. There shall be no other termination benefits or other financial obligations of any kind whatsoever, payable to Employee by Employer for a termination for Good Reason following a Change in Control."

2. A new term is added to the list of defined terms at the end of Section 6 as follows:

“(g) “Good Reason” for Employee's termination of his employment shall mean: (i) any material decrease in Base Salary or other material reduction in Employee's compensation as set forth under Section 4; (ii) the assignment to Employee of duties inconsistent in any material respect with the Employee's then current positions (including status, offices, titles and reporting requirements), authority, duties or responsibilities or any other action by the Company which results in a material diminution in those positions, authority, duties or responsibilities; or (iii) any unapproved relocation of Employee. Good Cause shall not exist if the Company cures within the period prescribed herein.”

3. Except as modified herein, the remainder of the Agreement shall remain unchanged.

IN WITNESS WHEREOF, the parties hereto have duly executed this amendment to the Agreement, effective as the date specified above.

FIRST CASH FINANCIAL SERVICES, INC.

EXECUTIVE

By: _____
Rick L. Wessel
Chairman of the Board

R. Douglas Orr