
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 4, 2007

Euronet Worldwide, Inc.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

001-31648
(Commission
File Number)

74-2806888
(I.R.S. Employer
Identification No.)

4601 College Boulevard, Suite 300
Leawood, Kansas 66211
(Address of principal executive office)(Zip Code)

(913) 327-4200
(Registrant's telephone number, including area code)

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))
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New Credit Facility.

On April 4, 2007, Euronet Worldwide, Inc. (“Euronet”) and certain of its subsidiaries (collectively, the “Borrowers”) entered into a new credit agreement with Bank of America, N.A., as Administrative Agent and Collateral Agent, California Bank & Trust, as Syndication Agent, CitiBank, N.A. as Documentation Agent and the lenders party thereto (the “Credit Agreement”).

The Credit Agreement provides the Borrowers with a five-year revolving credit facility consisting of (i) a five-year United States revolving facility in an amount up to \$90,000,000, (ii) a five-year foreign, multi-currency revolving facility up to an amount equal to \$90,000,000 (the United States and foreign facilities being tied together for an aggregate borrowing cap between them of \$90,000,000) and (iii) a five-year Indian rupee revolving credit facility up to an amount equal to \$10,000,000. The Credit Agreement also provides Euronet a \$190,000,000 seven-year term loan facility.

So long as certain conditions are satisfied, the United States and foreign revolving credit facilities may each be increased to \$115,000,000 (with the United States and foreign facilities remaining tied together for a maximum aggregate borrowing cap between them of \$115,000,000) and the term loan may be increased to \$340,000,000.

Euronet will pay a quarterly commitment fee equal to .25% to .45% (depending on the leverage ratio) on the difference between (i) the amount borrowed under both the United States and foreign revolving facilities and the amount available under both facilities and (ii) the amount borrowed under the India revolving facility and the amount available under the Indian revolving facility.

Interest on the different lines under the Credit Agreement may be calculated based on base rate, floating LIBOR or Fixed LIBOR. Loans under the United States revolving credit facility may be made as base rate loans, floating LIBOR loans, fixed LIBOR loans or a combination thereof. Loans under the foreign revolving credit facility and the India revolving credit facility may be made as fixed LIBOR loans only. The term loan may consist of base rate loans, fixed LIBOR loans or a combination thereof. Within the parameters described above, Euronet is able to elect which interest rate calculation method it wishes to use under each facility. In general, base rate loans will accrue interest at base rate plus a margin of .25% to 1.25% (depending on leverage ratio); fixed LIBOR rate loans will accrue interest at LIBOR plus a margin of 1.25% to 2.25% (depending on leverage ratio) and floating LIBOR rate loans will accrue interest at LIBOR plus a margin of 1.25% to 2.25% (depending on leverage ratio).

The Borrowers (each as to the other Borrowers), and certain other of Euronet’s subsidiaries, will guarantee the repayment of the Borrowers’ obligations under the Credit Agreement. In addition, Euronet and certain subsidiaries will grant security interests in the shares (or other equity interests) of certain subsidiaries along with a security interest in certain other personal property collateral of Euronet and certain subsidiaries.

The Borrowers and certain other Euronet subsidiaries are required to make certain representations and warranties that are customary for credit agreements of this type. The Credit Agreement also contains affirmative and negative covenants that are customary for credit agreements of this type. The covenants in the Credit Agreement include, without limitation, delivery of financial statements and other financial information; notice of defaults and certain other matters; payment of obligations; preservation of legal existence and good standing; maintenance of assets and business; maintenance of insurance; compliance with laws and contractual obligations; maintenance of books and records; permitting inspections by the agent or lenders; use of proceeds; execution of guaranties by subsidiaries; granting security interests in

after-acquired or other additional property; maintenance of fiscal year; entry into interest rate protection contracts; limitations on liens; limitations on investments; limitations on indebtedness; limitations on fundamental changes; limitations on dispositions of assets; limitations on restricted payments, distributions and redemptions; limitations on nature of business; limitations on transactions with affiliates; limitations on burdensome agreements; and compliance with financial covenants. The Credit Agreement also restricts (i) Euronet's ability to amend, modify or waive the terms of Euronet's existing convertible debentures (the "Convertible Debentures"), issued pursuant to the terms of (A) that certain Indenture, dated as of December 15, 2004 and (B) that certain Indenture, dated as of October 4, 2005, or (ii) to make certain payments on the Convertible Debentures other than (A) regularly scheduled cash payments of principal and interest, (B) conversions of the Convertible Debentures into Euronet common stock or (C) certain redemptions, repurchases, acquisitions for value or payments in cash in connection with the exercise of certain rights by the Convertible Debenture holders or Euronet.

The Credit Agreement prohibits Euronet from paying dividends without the prior written consent of the administrative agent and a certain percentage of the lenders, except for: (i) dividend payments or other distributions payable solely in Euronet common stock or other equity interests; (ii) payments on or in respect of (A) the stock appreciation rights or contingent valuation rights granted in connection with the RIA Enviva, Inc. acquisition, and (B) cash redemption of fractional interests on exercise of rights of conversion under the Convertible Debentures; (iii) payments on, in respect of, or in connection with (A) a stock incentive plan, stock option plan or other equity-based compensation plan or arrangement or (B) stock, options, warrants and other rights to acquire stock issued or granted in connection with certain acquisitions; and (iv) repurchase of the Convertible Debentures on a required Euronet repurchase date.

The Credit Agreement's financial covenants prohibit Euronet and its subsidiaries that are parties to the Credit Agreement from permitting:

- the net worth of Euronet and its consolidated subsidiaries to be less than the sum of: (i) the pro forma net worth of Euronet and its consolidated subsidiaries, after giving effect to the acquisition of RIA Enviva, Inc., as of March 31, 2007, plus (ii) an amount equal to 50% of consolidated net income from the fiscal quarter ended June 30, 2007, plus (iii) an amount equal to 75% of net cash proceeds from certain equity transactions;
- the consolidated leverage ratio (ratio of consolidated funded debt to consolidated EBITDA) at any fiscal quarter-end to be greater than 5.5 to 1.0 thru December 30, 2007; greater than 5.0 to 1.0 from December 31, 2007 through September 29, 2008; or greater than 4.5 to 1.0 from September 30, 2008 and thereafter;
- the consolidated senior secured leverage ratio (ratio of consolidated senior secured funded debt to consolidated EBITDA) to be greater than 3.25 to 1.0 through December 30, 2007; greater than 3.0 to 1.0 from December 31, 2007 through September 29, 2008; or greater than 2.75 to 1.0 from September 30, 2008 and thereafter; and
- the fixed coverage charge ratio (ratio of consolidated EBITDA (minus certain capital expenditures, cash taxes paid and certain restricted payments) to consolidated fixed charges) to be less than 1.25 to 1.0 through December 30, 2007; less than 1.35 to 1.0 from December 31, 2007 through September 29, 2008; or less than 1.50 to 1.0 from September 30, 2008 and thereafter.

Consolidated EBITDA is defined in the Credit Agreement to mean for Euronet and its consolidated subsidiaries, the sum of (i) operating income, plus (ii) depreciation, plus (iii) amortization, plus (iv) interest income from the operations of Euronet's prepaid processing segment, plus (v) certain

one-time non-cash charges with the consent of the Administrative Agent and the Required Lenders, plus (vi) non-cash expenses recognized pursuant to FASB Statement No. 123(R) (Share-Based Payments) plus (vii) net income from joint ventures and other minority interests owned by Euronet or its consolidated subsidiaries when and as earned and received; provided that (A) appropriate adjustments will be made in subsequent periods where cash payments are subsequently made in respect of non-cash charges previously excluded under clauses (v) and (vi) and (B) such calculations are to exclude the effect of extraordinary gains and losses and tax effects relating thereto.

Consolidated funded debt is defined in the Credit Agreement to generally include obligations for borrowed money, purchase money indebtedness, direct obligations under letters of credit, attributable principal amount of capital leases, synthetic leases and securitization transactions, support obligations in respect of funded debt of another person and generally funded debt of any partnership or joint venture or other similar entity in which Euronet or a consolidated subsidiary is a general partner or joint venturer, and, as such, has personal liability for such obligations, but only to the extent there is recourse to such person for payment thereof.

Consolidated fixed charges are defined in the Credit Agreement to mean, for any period for the Euronet or any of its consolidated subsidiaries, without duplication, the sum of (i) the portion of interest expense paid in cash in the period, plus (ii) current scheduled maturities of funded debt (other than loans and obligations owing under the Credit Agreement) due in the period of four consecutive fiscal quarters beginning the day after the day of determination (provided that, for purposes of calculating fixed charges, obligations under letters of credit, bank guaranties and surety bonds shall not constitute funded debt), plus (iii) an amount equal to ten percent (10%) of the original aggregate principal amount of the term loan.

Prepayment in full of the Borrowers' obligations under the Credit Agreement may be required six months prior to any required Euronet repurchase date under either series of the Convertible Debentures, unless Euronet is able to demonstrate that it either (i) could borrow unsubordinated funded debt equal to the principal amount of the Convertible Debentures it could be required to purchase and remain in compliance with the financial covenants in the Credit Agreement or (ii) will have sufficient liquidity (as determined by the administrative agent and the lenders). Partial prepayment of the loans existing under the United States, foreign and India facilities is required upon (i) certain dispositions (to the extent the proceeds exceed \$10,000,000 in any fiscal year and are not reinvested as permitted within 12 months of such disposition), (ii) receipt of certain tax refunds, indemnity payments or pension reversions (to the extent receipts exceed \$250,000 in a fiscal year), (iii) incurrence of certain additional debt and (iv) the occurrence of certain equity transactions.

Events of default under the Credit Agreement are customary for transactions of this type and include, without limitation, non-payment of principal when due, non-payment of interest, fees and other amounts for a period of five business days after the due date, failure to perform or observe covenants and agreements (subject to a 30-day cure period in certain cases), representations and warranties not being correct in any material respect when made, certain acts of bankruptcy or insolvency, cross defaults to other material indebtedness, and change of control. Under the Credit Agreement a change of control means (i) any person, or two or more persons acting in concert, become the beneficial owner, directly or indirectly, of 50% or more of the equity securities of Euronet entitled to vote for the members of the board of directors, (ii) during any period of twelve consecutive months, a majority of the members of the board of directors cease to be composed of individuals who were members of the board on the first day of such period, or (iii) a "change of control" occurs under either of Euronet's convertible debentures.

The foregoing is a summary of the terms of the Credit Agreement, and does not purport to be a complete discussion of the Credit Agreement. Accordingly, the foregoing is qualified in its entirety by

reference to the full text of the Credit Agreement, which will be filed with the registrant's Quarterly Report on Form 10-Q for the fiscal quarter ended March 31, 2007.

Amendments to Stock Purchase Agreement.

On April 4, 2007, Euronet, Euronet Payments & Remittance, Inc. ("EPR"), the Fred Kunik Family Trust, a California trust (the "Kunik Trust") and the Irving Barr Living Trust, an Illinois trust (the "Barr Trust" and, collectively with the Kunik Trust, the "Sellers") entered into the Second Amendment to the Stock Purchase Agreement dated November 21, 2006 between the parties (the "Stock Purchase Agreement") regarding the purchase and sale of 100% of the outstanding common stock of RIA Envia, Inc. The Second Amendment amended the Stock Purchase Agreement (a) to change the required stock escrow fund of \$35,000,000 in Euronet common stock held back from the purchase price to secure certain obligations of the Sellers under the Stock Purchase Agreement to a cash escrow fund in the amount of \$35,000,000 and (b) to establish a separate escrow fund of \$7,500,000 in Euronet common stock held back from the purchase price to secure certain tax indemnification obligations of the Sellers. In addition, the parties to the Stock Purchase Agreement entered into the First Amendment to Stock Purchase Agreement on April 2, 2007 to make certain technical, immaterial amendments to the Stock Purchase Agreement.

The foregoing description of the amendments to the Stock Purchase Agreement is qualified in its entirety by reference to First Amendment to Stock Purchase Agreement dated April 2, 2007 and Second Amendment to Stock Purchase Agreement dated April 4, 2007, which are filed as Exhibits 2.1 and 2.2 to this report.

Item 1.02 Termination of a Material Definitive Agreement.

In connection with the establishment of the Credit Agreement, Euronet and its subsidiaries terminated (i) that certain Credit Agreement, dated October 25, 2004, as amended, by and among Euronet, certain United States subsidiaries of Euronet, Bank of America, N.A., as agent and the lenders party thereto (as amended) (which provided a \$10,000,000 United States revolving line of credit), (ii) that certain Credit Agreement, dated October 25, 2004, as amended, by and among Euronet, certain foreign subsidiaries of Euronet, Bank of America, N.A., as agent, and the lenders party thereto (as amended) (which provided a foreign line of credit in an amount equal to \$30,000,000) and (iii) that certain Rupee Credit Agreement, dated May 26, 2006, by and among Euronet, Euronet Services India Pvt Ltd, Bank of America, N.A. acting through its branch in Mumbai, India, as agent, and the lenders party thereto (which provided a Rupee line of credit in an amount equal to \$10,000,000).

Item 2.01 Completion of Acquisition or Disposition of Assets.

On April 4, 2007, Euronet, and its wholly-owned subsidiary, EPR, completed the purchase by EPR of 100% of the outstanding common stock of RIA Envia, Inc., a New York corporation ("Ria") (the "Acquisition"), from the Sellers pursuant to the Stock Purchase Agreement, as amended.

Ria provides money transfer services and currently processes approximately \$4.5 billion in money transfers annually. Ria originates transactions through a network of over 10,000 sending agents and 98 company-owned stores located throughout 13 countries in North America, the Caribbean, Europe and Asia and terminates transactions through a payer network of over 32,000 locations across 82 countries. Ria's primary services include money transfer, bill payment, money orders and check cashing.

The consideration paid by Euronet and EPR for the Acquisition consisted of \$380 million in cash, 4,053,606 shares of Euronet common stock, 3,685,098 stock appreciation rights and 3,685,098 contingent

value rights. Pursuant to the terms of the Stock Purchase Agreement, as amended, \$35 million of such purchase price is being held in escrow to secure certain obligations of the Sellers under Stock Purchase Agreement, as amended, and 276,382 of such shares of Euronet common stock are being held in a separate escrow to secure certain other obligations of the Sellers under Stock Purchase Agreement, as amended. In accordance with the terms of the Stock Purchase Agreement, as amended, the initial fair market value of Euronet common stock for purposes of the contingent value rights and stock appreciation rights was set at \$27.136333 per share, based upon the average of the daily high and low trading prices per share of Euronet common stock over the 30 trading days ending March 30, 2007. The cash portion of the purchase price was funded through borrowings under the credit facility described under the heading “New Credit Facility” in Item 1.01 of this report and from Euronet’s working capital.

A detailed description of the Acquisition can be found in the Stock Purchase Agreement, which was filed as Exhibit 2.1 to Euronet’s Current Report on Form 8-K dated November 28, 2006 (the “November 28, 2006 Current Report”), and in the First Amendment to Stock Purchase Agreement dated April 2, 2007 and the Second Amendment to Stock Purchase Agreement dated April 4, 2007, which are filed as Exhibits 2.1 and 2.2 to this report, and this description is qualified in its entirety by reference to such exhibits.

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

See the disclosures under the heading “New Credit Facility” in Item 1.01 of this report, which are incorporated herein by reference.

Item 3.02 Unregistered Sales of Equity Securities.

Pursuant to the Stock Purchase Agreement, as amended, described in Item 2.01 of this report, as part of the consideration for the Acquisition, Euronet:

- issued to Sellers 4,053,606 shares of Euronet common stock, of which 276,382 shares are being held in escrow to secure certain obligations of the Sellers under the Stock Purchase Agreement, as amended;
- granted to Sellers 3,685,098 stock appreciation rights; and
- granted to Sellers 3,685,098 contingent value rights.

The issuance of shares of Euronet common stock, stock appreciation rights and contingent value rights was not registered under the Securities Act of 1933, as amended, in reliance upon Section 4(2) of the Securities Act of 1933, as amended, and Rule 506 promulgated thereunder, as a transaction by an issuer not involving a public offering. The securities were issued to the two Sellers in a private transaction in which the Sellers agreed to customary restrictions on resale. Under the Stock Purchase Agreement, as amended, Euronet has obligations to register for resale the shares of Euronet common stock issued under the Stock Purchase Agreement, as amended, and the shares of Euronet common stock which may be issued upon exercise or settlement of the contingent value rights and stock appreciation rights.

In accordance with the terms of the Stock Purchase Agreement, as amended, the initial fair market value of Euronet common stock for purposes of the contingent value rights and stock appreciation rights was set at \$27.136333 per share, based upon the average of the daily high and low trading prices per share of Euronet common stock over the 30 trading days ending March 30, 2007. The remaining terms of the stock appreciation rights and contingent value rights referenced above were previously

disclosed in Item 3.02 of Euronet's November 28, 2006 Current Report and in Item 5 of the Annual Report on Form 10-K of Euronet for the fiscal year ended December 31, 2006.

Item 3.03 Material Modification to Rights of Security Holders.

See the disclosures under the heading "New Credit Facility" in Item 1.01 of this report, which are incorporated herein by reference.

Item 7.01 Regulation FD Disclosure.

On April 5, 2007, Euronet gave notice to the stockholders of La Nacional, Inc. of the termination of the Stock Purchase Agreement dated January 12, 2007 under which Euronet agreed, subject to certain conditions, to purchase 100% of the outstanding shares of La Nacional, Inc. In the notice, Euronet requested release to it of the \$26 million in purchase price deposited in escrow under the terms of the Stock Purchase Agreement.

Item 9.01 Financial Statements and Exhibits.

(a) Financial statements of businesses acquired.

The financial statements of RIA Envía, Inc. required to be filed as a part of this report will be filed by amendment within 71 calendar days after the date this report on Form 8-K must be filed.

(b) Pro forma financial information.

The pro forma financial information required to be filed as a part of this report will be filed by amendment within 71 calendar days after the date this report on Form 8-K must be filed.

(d) Exhibits.

<u>Exhibit No.</u>	<u>Description</u>
2.1	First Amendment to Stock Purchase Agreement, dated April 2, 2007, by and among Euronet Payments & Remittance, Inc., Euronet Worldwide, Inc., the Fred Kunik Family Trust and the Irving Barr Living Trust.
2.2	Second Amendment to Stock Purchase Agreement, dated April 4, 2007, by and among Euronet Payments & Remittance, Inc., Euronet Worldwide, Inc., the Fred Kunik Family Trust and the Irving Barr Living Trust.

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SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

EURONET WORLDWIDE, INC.

By: /s/ Rick L. Weller
Rick L. Weller
Executive Vice President - Chief Financial Officer

Date: April 9, 2007

EXHIBIT INDEX

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2.2	Second Amendment to Stock Purchase Agreement, dated April 4, 2007, by and among Euronet Payments & Remittance, Inc., Euronet Worldwide, Inc., the Fred Kunik Family Trust and the Irving Barr Living Trust.

FIRST AMENDMENT TO STOCK PURCHASE AGREEMENT

This First Amendment to Stock Purchase Agreement (this "Amendment") is entered into on April 2, 2007, among Euronet Payments & Remittance, Inc., a North Carolina corporation (the "Buyer"), Euronet Worldwide, Inc., a Delaware corporation and the owner of all of the capital stock of the Buyer ("Parent"), the Fred Kunik Family Trust, a California trust (the "Kunik Trust") and the Irving Barr Living Trust, an Illinois trust (the "Barr Trust" and, collectively with the Kunik Trust, the "Seller").

On November 21, 2006, the parties entered into a Stock Purchase Agreement (the "Original Stock Purchase Agreement"). The parties desire to amend the Original Stock Purchase Agreement as provided herein.

Accordingly, the parties hereby agree as follows:

1. Barr Trust Incorrectly Referred to as a California Trust. The Barr Trust incorrectly referred to itself in the Original Stock Purchase Agreement as a California trust. The Barr Trust hereby certifies to the other parties that it is actually an Illinois trust. All references in the Original Stock Purchase Agreement to the Barr Trust as a California trust are hereby amended to refer to the Barr Trust as an Illinois trust. The Barr Trust hereby reaffirms its agreement to be bound by the Original Stock Purchase Agreement and this Amendment notwithstanding the reference in the Original Stock Purchase Agreement to the Barr Trust as a California trust.
 2. Tax Elections and Allocations. The first three words of Section 1.8(b) of the Original Stock Purchase Agreement (*i.e.*, "Prior to Closing") are hereby replaced with the following phrase: "Promptly after the Closing".
 3. Purchase of Foreign Subsidiaries. As contemplated by Section 1.10 of the Original Stock Purchase Agreement, certain foreign Affiliates of Buyer and Parent will be purchasing the Equity Securities of certain foreign Subsidiaries of the Company (in particular, those in Australia, Spain and Italy). It is anticipated that the closing of these foreign purchase transactions will occur either prior to the Closing Date or on the Closing Date but prior to the Closing. In order to provide for the timely receipt of the funds necessary to effectuate these foreign purchase transactions certain administrative steps must be taken on the date hereof by Buyer, Parent and their applicable foreign Subsidiaries. These administrative steps will result in funds being sent in advance of the closing of these foreign purchase transactions. Accordingly, if the Closing does not occur on or before April 10, 2007, the Seller will immediately cause the Company and its Affiliates to return all amounts received by any of them on account of these foreign purchase transactions plus any interest actually earned thereon.
 4. Construction. Unless otherwise defined herein, capitalized terms used herein have the meanings set forth in the Original Stock Purchase Agreement. The terms of this Amendment amend and modify the Original Stock Purchase Agreement as if fully set forth in the Original Stock Purchase Agreement. If there is any conflict between the terms, conditions and obligations of this Amendment and the Original Stock Purchase Agreement, the terms, conditions and obligations of this Amendment will control.
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SELLER

BUYER

Fred Kunik Family Trust

Euronet Payments & Remittance, Inc.

/s/ Fred Kunik

By: Fred Kunik, Trustee

By: /s/ Eric Mettemeyer

Name: Eric Mettemeyer

Title: Treasurer

Irving Barr Living Trust

PARENT

/s/ Irving Barr

By: Irving Barr, Trustee

Euronet Worldwide, Inc.

By: /s/ Michael J. Brown

Name: Michael J. Brown

Title: Chief Executive Officer

SECOND AMENDMENT TO STOCK PURCHASE AGREEMENT

This Second Amendment to Stock Purchase Agreement (this "Amendment") is entered into on April 4, 2007, among Euronet Payments & Remittance, Inc., a North Carolina corporation (the "Buyer"), Euronet Worldwide, Inc., a Delaware corporation and the owner of all of the capital stock of the Buyer ("Parent"), the Fred Kunik Family Trust, a California trust (the "Kunik Trust") and the Irving Barr Living Trust, an Illinois trust (the "Barr Trust" and, collectively with the Kunik Trust, the "Seller").

On November 21, 2006, the parties entered into a Stock Purchase Agreement (the "SPA"). On April 2, 2007, the parties entered into a First Amendment to Stock Purchase Agreement (the "First Amendment") and, collectively with the SPA, the "Original Stock Purchase Agreement"). The parties desire to amend the Original Stock Purchase Agreement as provided herein.

Accordingly, the parties hereby agree as follows:

1. Cash Escrow. The defined term "Stock Escrow Amount" in the Original Stock Purchase Agreement is hereby deleted and replaced with the defined term "Escrow Amount", which is defined as follows:

"Escrow Amount" means \$35,000,000.

2. Holdback Stock. The defined term "Holdback Stock" in the Original Stock Purchase Agreement is hereby amended to read in its entirety as follows:

"Holdback Stock" means that number of shares of Parent Common Stock equal to Seven Million Five Hundred Thousand Dollars (\$7,500,000) divided by the Closing Price.

3. Closing Payments and Escrows.

a. Section 1.3(a) of the Original Stock Purchase Agreement is hereby amended to read in its entirety as follows:

(a) Closing Payment. The Purchase Price will consist of (i) Three Hundred Eighty Million Dollars (\$380,000,000) in cash (subject to adjustment pursuant to Sections 1.4 and 1.10, the "Cash Purchase Price"), (ii) that number of fully paid and non-assessable shares of Parent Common Stock equal to One Hundred Ten Million Dollars (\$110,000,000) divided by the Closing Price (subject to adjustment pursuant to Section 1.5, the "Stock Purchase Price") and (iii) CVRs and Appreciation Rights associated with that number of shares of Parent Common Stock equal to One Hundred Million Dollars (\$100,000,000) divided by the Closing Price (subject to adjustment pursuant to Section 1.5). The Cash Purchase Price, less the Escrow Amount deposited with the Cash Escrow Agent pursuant to Section 1.3(b), will be paid at Closing

(payable by wire transfer to accounts previously designated, one half to the Kunik Trust, one half to the Barr Trust), with such amount calculated after making any adjustment required by Section 1.3(c) and Section 1.3(d). The delivery of the Stock Purchase Price, less the Holdback Stock deposited with the Stock Escrow Agent pursuant to Section 1.3(b), will also occur at Closing (deliverable one half to the Kunik Trust, one half to the Barr Trust).

b. Section 1.3(b) of the Original Stock Purchase Agreement is hereby amended to read in its entirety as follows:

(b) Cash and Stock Escrows. The Escrow Amount shall be deposited with Citibank, N.A., as escrow agent (the "Cash Escrow Agent"), to be held, administered and distributed in accordance with the terms of a cash escrow agreement to be mutually and reasonably determined in good faith by the parties and the Cash Escrow Agent (the "Cash Escrow Agreement"). The Holdback Stock (plus any additional Parent Common Stock as may be issued upon any stock split, stock dividend or recapitalization effected by Parent after the Closing) shall be deposited with Citibank, N.A. (or, if the parties cannot in good faith reach terms with such party, another financial institution mutually and reasonably agreed upon), as escrow agent (the "Stock Escrow Agent"), to be held, administered, sold and distributed in accordance with the terms of a stock escrow agreement to be mutually and reasonably determined in good faith by the parties and the Stock Escrow Agent (the "Stock Escrow Agreement" and, together with the Cash Escrow Agreement, the "Escrow Agreement").

4. Escrow Agent. A new defined term, "Escrow Agent", is hereby added to the Original Stock Purchase Agreement to read as follows:

"Escrow Agent" means the Cash Escrow Agent or the Stock Escrow Agent, as applicable.

5. Purchase of Foreign Subsidiaries. Section 1.10 of the Original Stock Purchase Agreement is hereby amended to read in its entirety as follows:

1.10 Purchase of Foreign Subsidiaries.

(a) The parties will cause their respective Affiliates to enter into the following transactions (collectively, the "Foreign Purchase Transactions"), with the closing of the Foreign Purchase Transactions to occur on the Closing Date but prior to the Closing: (1) e-Pay Australia Holdings Pty Ltd will acquire from the Company all of the Equity Securities of its wholly-owned Subsidiary, RIA Financial Services Australia Pty. Ltd.; (2) Euronet Pay & Transaction Services SRL will acquire from the Company all of the Equity Securities of its wholly-owned

Subsidiary, RIA Italia SRL; and (3) Comercial Warfield S.L. will acquire from the Company all of the Equity Securities of its wholly-owned Subsidiary, Envía Telecomunicaciones, S.A. The Foreign Purchase Transactions will be consummated pursuant to stock purchase agreements to be mutually and reasonably determined in good faith by the parties.

(b) The aggregate purchase price payable to the Company pursuant to the Foreign Purchase Transactions will reduce the Cash Purchase Price hereunder by an equal amount. If Seller, the Company or any of its Subsidiaries incur any additional out-of-pocket expenses (not including any expenses addressed elsewhere in this Agreement (*e.g.*, Sections 2.20 and 5.5 (other, with respect to Section 5.5, than the fees of legal and tax professionals))) that are directly attributable to the Foreign Purchase Transactions, then the Cash Purchase Price will be increased by an amount equal to these additional out-of-pocket expenses.

(c) In addition, the Buyer will reimburse the Seller for any net increases in the Seller's federal and state income taxes (on a fully grossed up basis taking into account the fact that reimbursements constitute gross income to the Seller) that are directly attributable to the Foreign Purchase Transactions. Such reimbursement shall take into account any reductions in the Seller's federal and state income taxes attributable to foreign tax credits resulting from the Foreign Purchase Transactions that are actually utilized on the Seller's federal and state income tax returns. In order to calculate the amount of this reimbursement, as soon as reasonably practicable after the Closing, the Seller shall provide to the Buyer written estimates of each Seller's relevant federal and state income tax liabilities with and without the tax effects of the Foreign Purchase Transactions. The estimate that includes the tax effects of the Foreign Purchase Transactions shall include the effect of foreign tax credits resulting from the Foreign Purchase Transactions that the Seller reasonably believes will be utilized on the relevant tax returns to reduce income taxes. Within 60 days after receipt of the Seller's estimate, the Buyer will make an estimated payment to the Seller based on the undisputed amount shown on the Seller's estimate. In order to determine the actual amount of reimbursement, each Seller shall provide to the Buyer information reasonably requested by the Buyer related to the Seller's relevant federal and state income tax returns (but not the entire actual tax returns), which information shall be kept confidential and not used by the Buyer for any purpose other than as set forth herein. Adjustments shall be made to the tax reimbursements attributable to the Foreign Purchase Transactions to the extent the reimbursements based on the estimates by the Seller vary from the results on the filed tax returns. No effect shall be given to 2007 foreign tax credits that are unused in 2007 or are not carried back to 2006.

(d) Notwithstanding anything else in this Agreement to the contrary, the obligations set forth in this Section 1.10 are independent of, and in addition to, the Seller's rights under Sections 8.2 and 8.7 and are not subject to any of the limitations set forth in Sections 8.3 and 8.4.

6. Indemnification Relating to Spanish Subsidiaries. A new Section 8.13 is hereby added to the Original Stock Purchase Agreement to read as follows:

8.13 Indemnification Relating to Spanish Subsidiaries.

(a) In connection with the purchase by the Buyer of the Company's Spanish Subsidiaries pursuant to the Foreign Purchase Transactions, the Buyer had anticipated obtaining certain Tax benefits (such Tax benefits, the "Projected Tax Benefits"). The Buyer, through its Spanish Subsidiary, anticipated obtaining the Projected Tax Benefits as a result of contemplated transactions generally described to the Seller. Euronet believes that the Projected Tax Benefits cannot be realized utilizing the structure so described as a result of a change in the corporate structure of the Spanish Subsidiaries and certain transactions implemented between September 2006 and the Closing Date. The parties believe that it is possible that some or all of the Projected Tax Benefits could be ultimately realized after the Closing by the implementation of certain transactions and the occurrence of certain events after the Closing. The Seller desires to ensure that if the appropriate transactions cannot be implemented and other events cannot occur prior to the second anniversary of the Closing Date in a manner that would enable the Projected Tax Benefits to be realized, the Buyer would nevertheless be compensated by the Seller for the amount of the Projected Tax Benefit that was not received.

(b) The Seller, jointly and severally, hereby agree to indemnify the Buyer and its Affiliates, and hold each of the Buyer and such Affiliates, harmless from and against the loss of the Projected Tax Benefits and Professional Costs (as defined below) arising from or relating to the inability to obtain all of the Projected Tax Benefits following the Closing. The Buyer will provide to the Seller a reasonably detailed quarterly statement of Professional Costs, including copies of invoices for professional fees (provided, however, that the failure to timely provide such statements will not affect the Sellers obligations to reimburse Buyer for Professional Costs hereunder). Seller will pay all undisputed amounts within 30 days of the receipt of such statement.

(c) Following the Closing Date and continuing until the second anniversary of the Closing Date, the Buyer will, and will cause its Affiliates to, use commercially reasonable good faith efforts to minimize the loss of the Projected Tax Benefits.

(d) The Buyer shall provide regular updates to the Seller and the Buyer and the Seller shall consult regularly with one another and their respective accountants and attorneys regarding the actions taken and contemplated in order to minimize the loss of the Projected Tax Benefits. The Buyer shall provide the Seller with such information as it may reasonably request in connection with such actions.

(e) Within thirty (30) days after the second anniversary of the Closing Date (the "Payment Determination Date"), Buyer will notify the Seller in writing of the following: (i) the net present value of the net Projected Tax Benefits that the Buyer believes that it cannot obtain following the Closing Date (after taking into account the amount of Projected Tax Benefits that the Buyer believes it can obtain following the Closing Date) (the "Tax Loss"); (ii) a general description of the steps the Buyer took in attempting to minimize the loss of the Projected Tax Benefits; and (iii) reasonably detailed calculations, including discount rates, business projections and other relevant information in estimating the Tax Loss. Subject to the remainder of this subsection (e), the Seller will pay the undisputed amount of Tax Loss within 30 days of the receipt of this notice. Within 30 days following the receipt of such notice, the Seller will provide to the Buyer a written statement as to any amounts of the Tax Loss with which it does not agree. For a period of 30 days after the delivery of this statement, the parties will negotiate in good faith to resolve any disputed amount of Tax Loss. If the parties are unable to resolve any differences within this 30 day period, either party may elect to cause the parties to enter into a non-binding mediation process in Los Angeles, California (not to last more than 30 days) utilizing the services of Ernst & Young as the mediator (or another mediator acceptable to the parties). During this mediation process, each party will present supporting evidence for its determination of the actual Tax Loss. The fees and costs of the mediator will be shared equally by the parties. If, following the mediation process, the parties are unable to fully resolve their differences with respect to the Tax Loss, any dispute pertaining thereto shall be determined in accordance with Section 9.5(b).

(f) All payments under this Section 8.13 will first be taken from the Stock Escrow by the delivery of Parent Common Stock (valued at the Closing Price) and then by the payment from the Seller of any remaining amounts. The Cash Escrow will not be available under any circumstances for the payment of any amounts under this Section 8.13.

(g) Notwithstanding anything else contained herein to the contrary, if the Buyer has at any time prior to the second anniversary of the Closing Date executed a letter of intent, term sheet, definitive agreement or similar document that is in effect on the second anniversary of the Closing Date and entered into in furtherance of and related to a

process to minimize the loss of the Projected Tax Benefits, and reduce the Tax Loss, if any, then the Payment Determination Date shall be extended until the earlier of (i) the closing of the transaction for which such document or agreement has been executed, and (i) the termination of the agreement or document or the abandonment of the transaction.

(h) Except as contemplated by Section 8.13(g), no claim may be made or suit or other Action instituted under this Section 8.13 after the 25 month anniversary of the Closing Date (the "Tax Termination Date") except for claims as to which the Buyer has given the Seller written notice on or prior to the 25 month anniversary of the Closing Date.

(i) In no event shall Seller have an aggregate liability under this Section 8.13 in excess of \$10,000,000 (the "Cap"). Seller shall not be responsible to reimburse the Buyer for more than \$500,000 of Professional Costs. "Professional Costs" mean all reasonable costs and expenses (including the reasonable expenses of accountants, attorneys and tax consultants) of the Buyer and its Affiliates in evaluating and implementing steps to minimize or eliminate the loss of the Projected Tax Benefits. Such Professional Costs are included in, and not in addition to, the Cap amount and do not include the costs of any professionals in negotiating the terms of any acquisition or similar transaction, for which the Seller will not be responsible.

(j) Notwithstanding anything else in this Agreement to the contrary, the obligations set forth in this Section 8.13 are independent of, and in addition to, Buyer's and Parent's rights under Sections 8.1 and 8.7 and are not subject to any of the limitations set forth in Sections 8.3 and 8.4. In addition, the other Sections of Article 8 (other than Section 8.6) will not apply to this Section 8.13.

(k) From and after the Closing, the sole and exclusive remedy for any Tax Loss, the Buyer's inability to obtain the Projected Tax Benefits and any actions or omissions by the Seller or the Company related to the ownership or structure of the Spanish Subsidiaries, the disclosure related thereto in the Original Stock Purchase Agreement or any actions taken by the Seller or the Company or any of their Affiliates related thereto between the execution of the Original Stock Purchase Agreement and the Closing Date (in each case to the extent described in the updated Seller Disclosure Schedules), including any breach or alleged breach or non-performance of any representation, warranty, covenant or agreement related to the foregoing in the Original Stock Purchase Agreement and any related agreements or documents, shall be indemnification in accordance with this Section 8.13.

(l) This Section 8.13 will terminate and be of no further force or effect if the Seller provides within 180 days after the Closing Date an opinion by the local Spain office, together with the US national tax office, of PwC, Deloitte Tax, KPMG, or Ernst & Young, addressed to both the Seller and the Buyer, stating that the Buyer's original tax planning structure (assuming the absence of the change in the corporate structure of the Spanish Subsidiaries and certain transactions implemented as described in subsection (a) above) would not have provided the Projected Tax Benefits.

7. Construction. Unless otherwise defined herein, capitalized terms used herein have the meanings set forth in the Original Stock Purchase Agreement. The terms of this Amendment amend and modify the Original Stock Purchase Agreement as if fully set forth in the Original Stock Purchase Agreement. If there is any conflict between the terms, conditions and obligations of this Amendment and the Original Stock Purchase Agreement, the terms, conditions and obligations of this Amendment will control.

SELLER

BUYER

Fred Kunik Family Trust

Euronet Payments & Remittance, Inc.

/s/ Fred Kunik

By: Fred Kunik, Trustee

By: /s/ Eric Mettemeyer

Name: Eric Mettemeyer

Title: Treasurer

Irving Barr Living Trust

PARENT

/s/ Irving Barr

By: Irving Barr, Trustee

Euronet Worldwide, Inc.

By: /s/ Michael J. Brown

Name: Michael J. Brown

Title: Chief Executive Officer