
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 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 10, 2012

ENCORE CAPITAL GROUP, INC.

(Exact Name of Registrant as Specified in Charter)

Delaware
**(State or Other Jurisdiction
of Incorporation)**

000-26489
**(Commission
File Number)**

48-1090909
**(IRS Employer
Identification No.)**

3111 Camino Del Rio North, Suite 1300, San Diego, California
(Address of Principal Executive Offices)

92108
(Zip Code)

(877) 445-4581
(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 (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 April 10, 2012, Encore Capital Group, Inc. (the “Company”) entered into an amendment to the Credit Agreement dated as of February 8, 2010 (as previously amended by (i) Amendment No. 1 dated as of September 20, 2010, (ii) Amendment No. 2 dated as of September 21, 2010 and (iii) Amendment No. 3 dated as of March 25, 2011), by and among the Company, the financial institutions listed on the signature pages thereto, and JPMorgan Chase Bank, N.A., as collateral agent and administrative agent (the “Amendment”). The Amendment adds new lenders and amends certain provisions of the Credit Agreement to (a) increase the aggregate revolving loan commitment by \$115 million from \$410.5 million to \$525.5 million and (b) increase the accordion feature by an additional \$100 million thereby resulting in a maximum of \$625.5 million that can be borrowed under the facility.

The foregoing summary of the Amendment does not comport to be complete and is qualified in its entirety by reference to the complete text of the Amendment, a copy of which is filed as Exhibit 10.1 to this report 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 above under Item 1.01 is hereby incorporated in this Item 2.03 by reference.

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

On April 12, 2012 Mr. Richard A. Mandell notified the Company that he will not be standing for re-election for the coming year. Mr. Mandell’s service as a director will end effective the date of the annual meeting of stockholders to be held in 2012, at which time all other directors will stand for re-election. Mr. Mandell’s decision is not due to any disagreement with the Company.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

<u>Exhibit Number</u>	<u>Description</u>
10.1	Amendment No. 4, dated as of April 10, 2012, to Credit Agreement, dated as of February 8, 2010, by and among the Company, the financial institutions listed on the signature pages thereto, and JPMorgan Chase Bank, N.A. as collateral agent and administrative agent.

SIGNATURE

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.

ENCORE CAPITAL GROUP, INC.

Date: April 16, 2012

/s/ Paul Grinberg

Paul Grinberg
Executive Vice President, Chief Financial Officer and Treasurer

Exhibit Index

Exhibit
Number

Description

10.1	Amendment No. 4, dated as of April 10, 2012, to Credit Agreement, dated as of February 8, 2010, by and among the Company, the financial institutions listed on the signature pages thereto, and JPMorgan Chase Bank, N.A. as collateral agent and administrative agent.
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AMENDMENT NO. 4

Dated as of April 10, 2012

to

CREDIT AGREEMENT

Dated as of February 8, 2010

THIS AMENDMENT NO. 4 ("Amendment") is made as of April 10, 2012 by and among Encore Capital Group, Inc. (the "Borrower"), the financial institutions listed on the signature pages hereof (the "Lenders") and JPMorgan Chase Bank, N.A. ("JPMorgan"), as Collateral Agent (the "Collateral Agent") and as Administrative Agent (the "Administrative Agent" and, together with the Collateral Agent, the "Agents"), under that certain Credit Agreement dated as of February 8, 2010 by and among the Borrower, the Lenders and the Agents (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"). Capitalized terms used herein and not otherwise defined herein shall have the respective meanings given to them in the Credit Agreement.

WHEREAS, the Borrower has requested that the Lenders and the Administrative Agent agree to certain amendments with respect to the Credit Agreement;

WHEREAS, the Lenders party hereto and the Administrative Agent have agreed to such amendments on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the premises set forth above, the terms and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrower, the Lenders party hereto and the Administrative Agent have agreed to enter into this Amendment.

1. Amendments to Credit Agreement. Effective as of the date of satisfaction of the conditions precedent set forth in Section 3 below, the Credit Agreement is amended as follows:

(a) Section 1.1 of the Credit Agreement is amended to add the following definition in its appropriate alphabetical order therein:

“ “Amendment No. 4 Effective Date” means April 10, 2012.”

(b) Section 1.1 of the Credit Agreement is further amended to amend and restate the definition of “Aggregate Revolving Loan Commitment” set forth therein in its entirety as follows:

“ “Aggregate Revolving Loan Commitment” means the aggregate of the Revolving Loan Commitments of all the Lenders, as may be increased or reduced from time to time pursuant to the terms hereof. The Aggregate Revolving Loan Commitment as of the Amendment No. 4 Effective Date is Five Hundred Twenty Five Million Five Hundred Thousand and 00/100 Dollars (\$525,500,000).”

(c) Section 2.5.3 of the Credit Agreement is hereby amended to amend and restate the first sentence thereof in its entirety as follows:

“At any time, but not more than two (2) times during the period commencing on the Amendment No. 4 Effective Date and ending on the three-year anniversary of the Closing Date and not more than three (3) times during each successive one-year anniversary of the Closing Date, the Borrower may request that the Aggregate Revolving Loan Commitment be increased; *provided* that (A) the Aggregate Revolving Loan Commitment shall at no time exceed \$625,500,000 *minus* the aggregate amount of all reductions in the Aggregate Revolving Loan Commitment previously made pursuant to Section 2.5.2; (B) such request shall be in an amount not less than \$5,000,000; and (C) the aggregate amount of all such increases effected on or after the Amendment No. 4 Effective Date shall not exceed \$100,000,000.”

(d) The Revolving Loan Commitments of certain of the Lenders (the “Increasing Lenders”) are hereby increased as set forth in the Commitment Schedule on Annex A attached hereto. Certain financial institutions not party to the Credit Agreement prior to the date hereof are identified as New Lenders on Annex A attached hereto (the “New Lenders”). Upon the effectiveness hereof and the execution hereof by each New Lender, such New Lender shall constitute a “Lender” for all purposes under the Loan Documents. Accordingly, the Commitment Schedule attached to the Credit Agreement is hereby amended and restated in its entirety in the form attached hereto as Annex A. The Borrower hereby agrees to compensate each Lender for any and all losses, costs and expenses incurred by such Lender in connection with the sale and assignment of any Eurodollar Loans and the reallocation described in Section 2 below (unless such compensation is waived by such Lender in its sole discretion), in each case on the terms and in the manner set forth in Section 3.4 of the Credit Agreement.

2. Reallocations. The Administrative Agent shall (and the Lenders party hereto authorize the Administrative Agent to) make such reallocations of the Aggregate Outstanding Revolving Credit Exposure under the Credit Agreement as are necessary in order that the Revolving Credit Exposure with respect to such Lender reflects such Lender’s Revolving Loan Pro Rata Share of the Aggregate Outstanding Revolving Credit Exposure under the Credit Agreement as amended hereby.

3. Conditions of Effectiveness. The effectiveness of this Amendment is subject to the conditions precedent that (a) the Administrative Agent shall have received (i) counterparts of this Amendment duly executed by the Borrower, each Increasing Lender, each New Lender, the Required Lenders, the Administrative Agent and the Collateral Agent and the Consent and Reaffirmation attached hereto duly executed by the Guarantors and (ii) such other opinions, instruments and documents as are reasonably requested by the Administrative Agent and the Collateral Agent and (b) the Borrower shall have paid, to the extent invoiced, all fees and expenses of the Administrative Agent and its affiliates (including attorneys’ fees and expenses) in connection with this Amendment and the other Loan Documents.

4. Representations and Warranties of the Borrower. The Borrower hereby represents and warrants as follows:

(a) This Amendment and the Credit Agreement as amended hereby constitute legal, valid and binding obligations of the Borrower and are enforceable against the Borrower in accordance with their terms.

(b) As of the date hereof and giving effect to the terms of this Amendment, (i) there exists no Default or Unmatured Default and (ii) the representations and warranties contained in Article V

of the Credit Agreement, as amended hereby, are true and correct, except for representations and warranties made with reference solely to an earlier date.

5. Reference to and Effect on the Credit Agreement.

(a) Upon the effectiveness hereof, each reference to the Credit Agreement in the Credit Agreement or any other Loan Document shall mean and be a reference to the Credit Agreement as amended hereby.

(b) Except as specifically amended above, the Credit Agreement and all other documents, instruments and agreements executed and/or delivered in connection therewith shall remain in full force and effect and are hereby ratified and confirmed.

(c) Other than as expressly set forth herein, the execution, delivery and effectiveness of this Amendment shall not operate as a waiver of any right, power or remedy of the Administrative Agent or the Lenders, nor constitute a waiver of any provision of the Credit Agreement or any other documents, instruments and agreements executed and/or delivered in connection therewith.

6. Governing Law. This Amendment shall be governed by and construed in accordance with the internal laws of the State of New York, but giving effect to federal laws applicable to national banks.

7. Headings. Section headings in this Amendment are included herein for convenience of reference only and shall not constitute a part of this Amendment for any other purpose.

8. Counterparts. This Amendment may be executed by one or more of 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. Signatures delivered by facsimile or PDF shall have the same force and effect as manual signatures delivered in person.

[Signature Pages Follow]

IN WITNESS WHEREOF, this Amendment has been duly executed as of the day and year first above written.

ENCORE CAPITAL GROUP, INC.,
as the Borrower

By: /s/ J. Brandon Black

Name: J. Brandon Black

Title: President

Signature Page to Amendment No. 4
Encore Capital Group, Inc.
Credit Agreement dated as of February 8, 2010

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent and as a Lender

By: /s/ Anna C. Araya
Name: Anna C. Araya
Title: Vice President

JPMORGAN CHASE BANK, N.A.,
as Collateral Agent

By: /s/ Anna C. Araya
Name: Anna C. Araya
Title: Vice President

Signature Page to Amendment No. 4
Encore Capital Group, Inc.
Credit Agreement dated as of February 8, 2010

BANK OF AMERICA, N.A., as a Lender

By: /s/ Christopher D. Pannacciulli

Name: Christopher D. Pannacciulli

Title: Senior Vice President

Signature Page to Amendment No. 4
Encore Capital Group, Inc.
Credit Agreement dated as of February 8, 2010

FIFTH THIRD BANK, as a Lender

By: /s/ Gregory J. Vollmer

Name: Gregory J. Vollmer

Title: Vice President

Signature Page to Amendment No. 4
Encore Capital Group, Inc.
Credit Agreement dated as of February 8, 2010

SUNTRUST BANK, as a Lender

By: /s/ Douglas O'Bryan

Name: Douglas O'Bryan

Title: Director

Signature Page to Amendment No. 4
Encore Capital Group, Inc.
Credit Agreement dated as of February 8, 2010

MORGAN STANLEY SENIOR FUNDING, INC., as a
Lender

By: /s/ Harry Comminellis

Name: Harry Comminellis

Title: Vice President

Signature Page to Amendment No. 4
Encore Capital Group, Inc.
Credit Agreement dated as of February 8, 2010

By: /s/ Michael G. Powell

Name: Michael G. Powell

Title: Senior Vice President

Signature Page to Amendment No. 4
Encore Capital Group, Inc.
Credit Agreement dated as of February 8, 2010

COMPASS BANK, as a Lender

By: /s/ Mark Sunderland

Name: Mark Sunderland

Title: Senior Vice President

Signature Page to Amendment No. 4
Encore Capital Group, Inc.
Credit Agreement dated as of February 8, 2010

By: /s/ Kenneth Lipke
Name: Kenneth Lipke
Title: First Vice President

Signature Page to Amendment No. 4
Encore Capital Group, Inc.
Credit Agreement dated as of February 8, 2010

BANK LEUMI, USA, as a Lender

By: /s/ Vandit Jan-Engel

Name: Vandit Jan-Engel

Title: Vice President

Signature Page to Amendment No. 4
Encore Capital Group, Inc.
Credit Agreement dated as of February 8, 2010

MANUFACTURERS BANK, as a Lender

By: /s/ Maureen Kelly

Name: Maureen Kelly

Title: Vice President

Signature Page to Amendment No. 4
Encore Capital Group, Inc.
Credit Agreement dated as of February 8, 2010

ING CAPITAL LLC, as a Lender

By: /s/ Mary Forstner

Name: Mary Forstner

Title: Director

Signature Page to Amendment No. 4
Encore Capital Group, Inc.
Credit Agreement dated as of February 8, 2010

UNION BANK, N.A., as a Lender

By: /s/ Edmund Ozorio

Name: Edmund Ozorio

Title: Vice President

Signature Page to Amendment No. 4
Encore Capital Group, Inc.
Credit Agreement dated as of February 8, 2010

DEUTSCHE BANK TRUST COMPANY AMERICAS, as a
New Lender

By: /s/ Mary Conners

Name: Mary Conners

Title: Director

By: /s/ Kevin Tanzer

Name: Kevin Tanzer

Title: Director

Signature Page to Amendment No. 4
Encore Capital Group, Inc.
Credit Agreement dated as of February 8, 2010

FIRST BANK, as a New Lender

By: /s/ Susan J. Pepping

Name: Susan J. Pepping

Title: Vice President

Signature Page to Amendment No. 4
Encore Capital Group, Inc.
Credit Agreement dated as of February 8, 2010

By: /s/ Jackson Eng

Name: Jackson Eng

Title: First Vice President

Signature Page to Amendment No. 4
Encore Capital Group, Inc.
Credit Agreement dated as of February 8, 2010

**CATHAY BANK, CALIFORNIA BANKING
CORPORATION, as a New Lender**

By: /s/ Shahid Kathrada

Name: Shahid Kathrada

Title: Vice President

Signature Page to Amendment No. 4
Encore Capital Group, Inc.
Credit Agreement dated as of February 8, 2010

ANNEX A

COMMITMENT SCHEDULE

<u>Lender¹</u>	<u>Amount of Revolving Loan Commitment</u>
JPMorgan Chase Bank, N.A.	\$ 55,000,000
Bank of America, N.A.	\$ 55,000,000
Deutsche Bank Trust Company Americas*	\$ 50,000,000
SunTrust Bank	\$ 50,000,000
ING Capital LLC	\$ 45,000,000
California Bank & Trust	\$ 40,000,000
Fifth Third Bank	\$ 40,000,000
Morgan Stanley Senior Funding, Inc.	\$ 40,000,000
Citibank, N.A.	\$ 33,000,000
Bank Leumi USA	\$ 20,000,000
Compass Bank, successor in interest to Guaranty Bank	\$ 20,000,000
Israel Discount Bank of New York	\$ 20,000,000
Amalgamated Bank*	\$ 15,000,000
First Bank*	\$ 15,000,000
Cathay Bank, California Banking Corporation*	\$ 10,000,000
Union Bank, N.A.	\$ 10,000,000
Manufacturers Bank	\$ 7,500,000
TOTAL	\$525,500,000

¹ Lenders marked with an "*" are New Lenders.

CONSENT AND REAFFIRMATION

Each of the undersigned hereby acknowledges receipt of a copy of the foregoing Amendment No. 4 to the Credit Agreement dated as of February 8, 2010 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") by and among Encore Capital Group, Inc. (the "Borrower"), the financial institutions from time to time party thereto (the "Lenders") and JPMorgan Chase Bank, N.A., in its individual capacity as a Lender and in its capacities as contractual representative (the "Administrative Agent") and as collateral agent (the "Collateral Agent"), which Amendment No. 4 is dated as of April 10, 2012 (the "Amendment"). Capitalized terms used in this Consent and Reaffirmation and not defined herein shall have the meanings given to them in the Credit Agreement. Without in any way establishing a course of dealing by the Administrative Agent, the Collateral Agent or any Lender, each of the undersigned consents to the Amendment and reaffirms the terms and conditions of the Guaranty Agreement, the Pledge and Security Agreement and any other Loan Document executed by it and acknowledges and agrees that such agreement and each and every such Loan Document executed by the undersigned in connection with the Credit Agreement remains in full force and effect and is hereby reaffirmed, ratified and confirmed.

All references to the Credit Agreement contained in the above-referenced documents shall be a reference to the Credit Agreement as so modified by the Amendment and as each of the same may from time to time hereafter be amended, modified or restated.

Dated: April 10, 2012

[Signature Page Follows]

MIDLAND CREDIT MANAGEMENT, INC.

By: /s/ J. Brandon Black
Name: J. Brandon Black
Title: President

MIDLAND PORTFOLIO SERVICES, INC.

By: /s/ J. Brandon Black
Name: J. Brandon Black
Title: President

MIDLAND INDIA LLC

By: /s/ Glen Freter
Name: Glen Freter
Title: Treasurer

MIDLAND FUNDING NCC-2 CORPORATION

By: /s/ J. Brandon Black
Name: J. Brandon Black
Title: President

ASCENSION CAPITAL GROUP, INC.

By: /s/ J. Brandon Black
Name: J. Brandon Black
Title: President

MIDLAND FUNDING LLC

By: /s/ J. Brandon Black
Name: J. Brandon Black
Title: President

MIDLAND INTERNATIONAL LLC

By: /s/ J. Brandon Black
Name: J. Brandon Black
Title: President

MRC RECEIVABLES CORPORATION

By: /s/ J. Brandon Black
Name: J. Brandon Black
Title: President

Signature Page to Consent and Reaffirmation
Amendment No. 4
Encore Capital Group, Inc.
Credit Agreement dated as of February 8, 2010