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File No. 333-_____

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

FORM S-3

REGISTRATION STATEMENT
Under the Securities Act of 1933

EZCORP, INC.

(Exact name of registrant as specified in its charter)

Delaware	**74-2540145**
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification Number)

1901 CAPITAL PARKWAY
AUSTIN, TEXAS 78746
(512) 314-3400
(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

Connie Kondik	**Copies to:**
General Counsel	**Lee Polson**
EZCORP, Inc.	**Strasburger & Price, LLP**
1901 Capital Parkway	**600 Congress Avenue, Suite 1600**
Austin, Texas 78746	**Austin, Texas 78701**
Telephone: (512) 314-3400	**Telephone: (512)-499-3600**
Facsimile: (512) 314-3463	**Facsimile: (512) 499-3660**
Name, address, including zip code, and telephone number, including area code, of agent for service	

Approximate dates of commencement of proposed sale to public: From time to time after this registration statement becomes effective.

If the only securities being registered on this Form are being offered pursuant to dividend or interest reinvestment plans, please check the following box: o

If any of the securities being registered on this form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, other than securities offered only in connection with dividend or interest reinvestment plans, check the following box: ☑

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. o

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. o

If this Form is a registration statement pursuant to General Instruction I.D. or a post-effective amendment thereto that shall become effective upon filing with the Commission pursuant to Rule 462(e) under the Securities Act, check the following box. o

If this Form is a post-effective amendment to a registration statement filed pursuant to General Instruction I.D. filed to register additional securities or additional classes of securities pursuant to Rule 413(b) under the Securities Act, check the following box. o

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer o	Accelerated filer ☑	Non-accelerated filer o (Do not check if a smaller reporting company)	Smaller reporting company o

CALCULATION OF REGISTRATION FEE

Title of each class of securities to be registered	Amount to be registered (1)	Proposed maximum offering price per unit (2)	Proposed maximum aggregate offering price	Amount of registration fee
Class A Non-voting Common Stock	1,116,505	$15.75	$17,584,593	$691.07

(1) Pursuant to Rule 416 under the Securities Act of 1933 (the "Securities Act"), this registration statement shall be deemed to cover or to proportionally increase or reduce, as applicable, an indeterminate number of shares of Class A Non-voting Common Stock of the Registrant issuable in the event the number of shares of the Registrant is increased, or reduced, as applicable, by reason of any stock split, reverse stock split, stock dividend or other similar transaction.

(2) Estimated solely for the purpose of calculating the registration fee in accordance with Rule 457(c) promulgated under the Securities Act, on the basis of the average of the high and low prices of the Registrant's common stock as reported by the NASDAQ Global Select Market on November 12, 2008.

The registrant hereby amends this registration statement on such date or dates as may be necessary to delay its effective date until the registrant shall file a further amendment which specifically states that this registration statement shall thereafter become effective in accordance with section 8(a) of the Securities Act of 1933 or until the registration statement shall become effective on such date as the Commission acting pursuant to said section 8(a), may determine.

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The information in this prospectus is not complete and may be changed. We may not sell these securities until the registration statement filed with the Securities and Exchange Commission is effective. This prospectus is not an offer to sell these securities and it is not soliciting an offer to buy these securities in any state where an offer or sale is not permitted.

SUBJECT TO COMPLETION, DATED NOVEMBER 14, 2008

PROSPECTUS

EZCORP, INC.

$17,250,000
1,116,505 Shares of Class A Non-Voting Common Stock

This prospectus relates to the sale of 1,116,505 shares of Class A Non-voting Common Stock of EZCORP, Inc., a Delaware corporation, that may be offered and sold from time to time by the selling stockholder. The number of shares to be sold was determined by dividing $17,250,000 by the closing price per share of our Class A Non-voting Common Stock on the NASDAQ Global Select Market on November 12, 2008, the day prior to closing of an asset purchase agreement pursuant to which the shares were issued to the selling stockholder. The selling stockholder received the Class A Non-voting Common Stock in a transaction that provided for EZCORP to purchase certain assets and assume certain liabilities. *See Section 4, The Asset Purchase and Asset Purchase Agreement, page 2,* for a description of the transaction.

The registration of the shares does not necessarily mean that any of the shares will be offered or sold by the selling stockholder. EZCORP will receive no proceeds of any sale of shares but will incur expenses in connection with the registration of these shares.

EZCORP's Class A Non-voting Common Stock is listed on the NASDAQ Global Select Market under the symbol "EZPW." On November 12, 2008, the closing sale price of the Class A Non-voting Common Stock was $15.45 per share.

See *Risk Factors* beginning on page 5 of this prospectus for a description of risk factors that should be considered by purchasers of our Class A Non-voting Common Stock.

These securities have not been approved or disapproved by the Securities and Exchange Commission or any state securities commission nor has the Securities and Exchange Commission or any state securities commission passed upon the accuracy or adequacy of this prospectus. Any representation to the contrary is a criminal offense.

The date of this Prospectus is November 14, 2008

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EZCORP, INC.
1901 Capital Parkway
Austin, Texas 78746
(512) 314-3400

1. ABOUT THIS PROSPECTUS

The following summary highlights information contained in this prospectus or incorporated by reference. While we have included what we believe to be the most important information about us and this offering, the following summary may not contain all the information that may be important to you. For a complete understanding of our business, the asset purchase and this offering, you should read this entire prospectus carefully and the information to which we refer you and the information incorporated into this prospectus by reference. Unless the context requires otherwise, in this prospectus the terms "EZCORP," "we," "us" and "our" refer to EZCORP, Inc., a Delaware corporation. The selling stockholder is described in *Section 9, Selling Stockholder, page 23*.

2. SUMMARY

On November 13, 2008, we purchased certain assets and assumed certain liabilities related to eleven pawn shops in Nevada from several selling entities controlled by the selling shareholder, pursuant to an asset purchase agreement, as amended and restated on October 24, 2008. Under the asset purchase agreement, we paid total consideration of approximately $34.26 million, excluding cash acquired, comprised of cash and shares of our Class A Non-voting Common Stock (the "EZCORP Shares") to the selling stockholder, who is an accredited investor, in a privately negotiated transaction under Regulation D of the Securities and Exchange Commission ("SEC"). The value of the EZCORP Shares that were issued in the asset purchase equaled $17.25 million based on the closing price of our stock on the NASDAQ Global Select Market on the day prior to the closing of the asset purchase agreement. Based on the closing price of our stock of $15.45 per share on November 12, 2008, we issued 1,116,505 EZCORP Shares as the stock component of the purchase price. The remaining $17.01 million was paid in cash as described in *Section 4, The Asset Purchase and the Asset Purchase Agreement, page 2*.

We have agreed to register the EZCORP Shares with the SEC for resale by the selling stockholder. This prospectus describes the asset purchase and the proposed resale by the selling stockholder.

Prior to the asset purchase, we owned and operated four pawn stores in Nevada. The addition of the eleven stores acquired in the purchase will compliment our existing pawn business in Nevada.

3. EZCORP

We lend or provide credit services to individuals who do not have cash resources or access to credit to meet their short-term cash needs. Our services include pawn loans and short-term non-collateralized loans, often called payday loans or fee-based credit services to customers seeking

loans. The pawn loans are non-recourse loans collateralized by tangible personal property. We also sell merchandise, primarily collateral forfeited from our pawn lending operations, to customers looking for good value. Our business, operations and financial information are described in detail in our annual report on Form 10-K, quarterly reports on Form 10-Q and other reports, which are incorporated by reference into this prospectus. The asset purchase agreement is filed with the SEC as Exhibit 2.1 to the registration statement that contains this prospectus.

Our principal executive offices are located at 1901 Capital Parkway, Austin, Texas 78746. Our telephone number is (512) 314-3400.

4. THE ASSET PURCHASE AND ASSET PURCHASE AGREEMENT

On September 4, 2008, we agreed to purchase certain assets and assume certain liabilities of eleven pawn shops, a payday loan business and an auto title loan business. We entered an amended and restated asset purchase agreement on October 24, 2008. The assets and liabilities are held in the name of the following entities, which we sometimes call the “Sellers”:

Pawn Plus 1, LLC
Pawn Plus 2, LLC
Pawn Plus 3, LLC
Pawn Plus 4, LLC
Pawn Plus 5, LLC
Pawn Plus 6, LLC
Pawn Plus 7, LLC
Pawn Plus 8, LLC
ASAP Pawn, LLC
Crag A. McCall, Inc.
The Pawn Place, Inc.

Craig A. McCall owns and controls all of the Sellers either directly or indirectly through a family trust of which he and his wife are trustees. All of the Sellers are formed under Nevada law. Under the asset purchase agreement, the Sellers and Mr. McCall collectively received consideration of approximately $34.26 million, after deducting cash acquired, consisting of $17.01 million of cash, and EZCORP Shares valued at $17.25 million, determined by reference to the quoted price of our shares on the NASDAQ Global Select Market on the day prior to the closing of the asset purchase agreement. Mr. McCall is the selling shareholder of the EZCORP Shares identified in this prospectus.

The assets and liabilities were acquired by, and the business will subsequently be operated by, our wholly owned subsidiary, EZPAWN Nevada, Inc. EZPAWN Nevada, Inc., was formed in 1993 and prior to the asset purchase operated four pawn shops in the Las Vegas metropolitan area.

The asset purchase agreement set a preliminary purchase price of $34.50 million, including $17.25 million to be paid in EZCORP Shares and $17.25 million in cash, and it provided for adjustments to the cash portion of the purchase price based on audits by EZCORP staff of each of the Sellers’ businesses conducted immediately prior to closing of the purchase, to establish the value of their loan portfolios and inventory. Based on these audits by EZCORP staff, which were conducted on November 12-13, 2008, and other minor adjustments for deposits and rents, the final purchase price was adjusted downward by a total of $242,455.70 to $34,257,544.30, excluding cash acquired.

Ancillary Agreements

In addition to the asset purchase agreement, the parties also entered the following agreements that became effective on closing of the asset purchase agreement:

- A consulting and non-competition agreement between Mr. McCall and the purchaser (EZPAWN Nevada, Inc.) with respect to operation of Sellers' pawn and auto title loan business after closing; and
- A right of first refusal agreement between Mr. McCall, Sellers and the purchaser to acquire additional pawnshops operated by Mr. McCall and his affiliated entities in Arizona.

The asset purchase agreement also contains a covenant not to compete with us from the Sellers in the State of Nevada for five years after the purchase by (1) directly competing against the purchaser, (2) opening or reestablishing any pawn business, (3) soliciting our employees to go to work for Sellers in the pawn or auto title loan business, (4) supporting or assisting other pawn or auto title loan business or (5) investing in a pawn business in Nevada (other than to purchase less than 1% of the equity of a publicly held company engaged in the pawn business). The asset purchase agreement acknowledges that Mr. McCall operates and will continue to operate pawn shops outside of Nevada and a motor vehicle sales and financing business within Nevada.

Loan Repayment

Several of the Sellers and other entities affiliated with Mr. McCall have a revolving line of credit under a loan agreement, as well as other loan arrangements, with Silver State Bank in Las Vegas, Nevada. The Sellers have used this credit facility to fund day to day operations as needed. On September 5, 2008, shortly after the asset purchase agreement was executed, the Federal Deposit Insurance Corporation closed Silver State Bank and notified the Sellers that the bank would not continue to advance funds under their line of credit.

In order to provide cash for the Sellers to continue to meet short term obligations after the closing of Silver State Bank, in September 2008 we loaned $1.75 million to the Sellers and their affiliates. The Sellers and their affiliates executed a promissory note for the principal amount plus interest at 8% per annum. The promissory note was secured by a second lien on real property in Las Vegas and by the personal guaranty of Mr. McCall. The note principal and interest was repaid in full at closing out of the Cash Consideration.

Specific Performance

The asset purchase agreement provides that, in the event of a breach of the agreement by one or more of the Sellers or Mr. McCall, the purchaser may bring a legal action to require specific performance of the agreement.

Source of Funds for the Asset Purchase

The total consideration for the transaction was approximately $34.26 million, excluding cash acquired, consisting of a combination of the EZCORP Shares and our cash on hand, as follows:

- The EZCORP Shares, valued at $17.25 million based on the closing price of our stock on NASDAQ on the day prior to the closing of the asset purchase agreement.
- Cash from our cash reserves of approximately $17.01 million

Approval of the Asset Purchase by EZCORP and Sellers

EZCORP. The asset purchase has been approved by our board of directors and the board of directors of our subsidiary, which is purchasing the assets.

Sellers and Mr. McCall. The asset purchase has been approved by Mr. McCall and the board of directors or managers and by the shareholders or the members (as the case may be) of each Seller.

Listing of Asset Purchase Shares on NASDAQ

We have applied to have the EZCORP Shares listed on the NASDAQ Global Select Market where shares of our Class A Non-voting Common Stock are currently traded.

Accounting Treatment of the Asset Purchase

On the closing date, the purchaser (a wholly owned subsidiary of EZCORP) acquired those certain assets and assumed those certain liabilities of Sellers set forth in the asset purchase agreement. The asset purchase will be accounted for as a purchase business combination in accordance with Statement of Financial Accounting Standards No. 141, “Business Combinations.” We will assess the value of assets and liabilities acquired, less the cash acquired, and record those in our balance sheet through a purchase price allocation. After the asset purchase, any results of operations attributable to the purchased assets will be consolidated with those of EZCORP for financial reporting purposes.

5. DESCRIPTION OF SELLERS’ BUSINESSES.

Sellers operate eleven pawn shops in Nevada under the names “Pawn Plus,” “ASAP Loans” and “Pawn Place.” The pawn shops issue pawn loans and short-term non-collateralized loans (payday loans) to customers who need cash. The pawn loans are non-recourse loans collateralized by tangible personal property. Through their pawn shops, the Sellers also sell merchandise that consists primarily of collateral that was forfeited by customers through pawn loans.

One of the Sellers, Craig A. McCall, Inc., doing business as “ASAP Loans,” makes auto title loans and payday loans. The auto title loan business consists of making cash loans that are

collateralized by the pledge of title to the borrower's automotive vehicle. The payday loan business consists of making short term unsecured loans due on the customer's next payday. The payday loans are non-collateralized loans typically due on the customer's next payday. On the acquisition date, the auto title loan business had an outstanding loan portfolio of about $1.1 million. The payday loan business had an outstanding loan portfolio of less than $1 million. The combined auto title loan business, payday loan business and pawn business of the Sellers are not large enough to be considered a significant business combination by us for financial reporting purposes.

6. RISK FACTORS

Investment in our Class A Non-voting Common Stock, as with any investment in a security, involves a degree of risk. Important risk factors that could cause results or events to differ from current expectations are described in Part I, Item IA, "Risk Factors" of our Annual Report on Form 10-K for the year ended September 30, 2007, and Part II, Item IA, "Risk Factors" of our Quarterly Report on Form 10-Q for the quarter ended June 30, 2008. These factors are supplemented by those discussed under "Quantitative and Qualitative Disclosures about Market Risk" in Part II, Item 7A of our Annual Report on Form 10-K for the year ended September 30, 2007 and Part I, Item 3 of our Quarterly Report on Form 10-Q for the quarter ended June 30, 2008. Each of the foregoing sections of our Annual Report on Form 10-K for the year ended September 30, 2007 and our Quarterly Report on Form 10-Q for the quarter ended June 30, 2008 is incorporated herein by reference. Following are additional items that could cause results or events to differ from current expectations:

The integration of the purchased assets with our business after the transaction closes may not be successful or anticipated benefits from the asset purchase may not be realized.

After completion of the asset purchase, we will have larger operations than we did prior to the asset purchase, although the business being acquired is not large enough to be considered a significant business combination for us. Even so, our ability to realize the benefits of the assets purchased will depend in part on the timely integration of Sellers' organizations, operations, procedures, policies and technologies with ours, as well as the harmonization of differences in Sellers' business cultures and practices with ours. There is a significant degree of difficulty and management involvement inherent in that process. These difficulties include the following:

- integrating the operations of the purchased assets with our business while carrying on the ongoing operations of our business;
- diversion of management's attention from the management of daily operations to the integration of the purchased assets with our business;
- managing a larger company than before completion of the asset purchase;
- realizing economies of scale and eliminating duplicative overheads;
- the possibility of faulty assumptions underlying our expectations regarding the integration process or expected earnings enhancement;
- coordinating businesses located in different geographic regions;
- integrating the Sellers' business cultures and practices with ours, which may prove to be incompatible;

- attracting and retaining the personnel associated with Sellers' businesses following the asset purchase;
- creating and instituting uniform standards, controls, procedures, policies and information systems and minimizing the costs associated with such matters; and
- integrating information, purchasing, accounting, finance, sales, billing, payroll and regulatory compliance systems.

There is no assurance that the purchased assets will be successfully or cost-effectively integrated into our business operations. The process of integrating the purchased assets into our operations may cause an interruption of, or loss of momentum in, the activities of our business. If our management is not able to effectively manage the integration process, or if any significant business activities are interrupted as a result of the integration process, our business could suffer and the results of our operations and financial condition may be harmed.

We cannot assure you that we will realize the anticipated benefits and value of the purchased assets or successfully integrate the purchased assets with our existing operations. Even if we are able to successfully integrate the purchased assets with our business, it may not be possible to realize the full benefits and value that are currently expected to result from the asset purchase, or realize these benefits and value within the time frame that is currently expected. For example, the benefits and value gained from the asset purchase may be offset by costs incurred or delays in integrating the purchased assets with our business. If we fail to realize anticipated cost savings, synergies or revenue enhancements we anticipate from the purchased assets, our financial position and results of operations may be adversely affected.

A change in the business climate may cause the actual benefits and value of the purchased assets to differ from the anticipated benefits and value of the purchased assets.

A change in the business climate surrounding our business after the asset purchase may affect our customers' activities and actions. This could cause our financial results and results of operations to be adversely affected. This may also cause the actual benefits and value of the purchased assets to differ from the benefits and value we anticipate from the purchased assets.

We will incur significant costs and expenses associated with the asset purchase.

We expect to incur significant costs and expenses associated with the asset purchase, which include but are not limited to transaction fees (estimated at $25,000), professional service fees and regulatory filing fees (estimated at $100,000). We also believe we may incur charges to operations, which are not currently reasonably estimable, in the quarter in which the asset purchase is completed or the following quarters, to reflect costs associated with integrating the purchased assets into our business. There can be no assurance that we will not incur additional material charges in subsequent quarters to reflect additional costs associated with the asset purchase and the integration of the purchased assets into our business.

Cautionary Statement Regarding Risks And Uncertainties That May Affect Future Results — Forward-Looking Information

This prospectus and the documents incorporated herein by reference include "forward-looking statements" within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended. We intend that all forward-looking statements be subject to the safe harbors created by these laws. All statements other than statements of historical information are forward-looking and may contain information about financial results, economic conditions, trends, planned store openings, acquisitions and known uncertainties. These statements are often, but not always, made with words or phrases like "may," "should," "could," "predict," "potential," "believe," "expect," "anticipate," "seek," "estimate," "intend," "plan," "projection," "outlook," "expect," "will," and similar expressions. All forward-looking statements are based on current expectations regarding important risk factors. Many of these risks and uncertainties are beyond our control, and in many cases, we cannot predict all of the risks and uncertainties that could cause our actual results to differ materially from those expressed in the forward-looking statements. You should not regard them as a representation that the expected results will be achieved. Important risk factors that could cause results or events to differ from current expectations are described in this prospectus under the heading "Risk Factors" and in the sections entitled "Risk Factors" in our Annual Report on Form 10-K for the year ended September 30, 2007 and our Quarterly Report for the quarter ended June 30, 2008. These factors are not intended to be an all-encompassing list of risks and uncertainties that may affect our operations, performance, development and results. You are cautioned not to overly rely on these forward-looking statements, which are current only as of the date hereof. We undertake no obligation to release publicly the results of any revisions to these forward-looking statements that may be made to reflect events or circumstances after the date of this report, including without limitation, changes in our business strategy or planned capital expenditures, acquisitions, store growth plans or to reflect unanticipated events.

7. RECENT DEVELOPMENTS — MERGER AGREEMENT WITH VALUE FINANCIAL SERVICES, INC.

On September 16, 2008, we entered into a merger agreement with Value Financial Services, Inc. ("VFS"), under which, upon completion, VFS will merge into our wholly owned subsidiary, Value Merger Sub, Inc., and will become a wholly-owned subsidiary of EZCORP in a transaction to be accounted for using the purchase method of accounting for business combinations. Under the terms of the merger agreement, at the effective time of the merger, each outstanding share of VFS common stock will be converted into the right to receive either (i) $11.00 in cash, without interest, or 0.75 of a share of EZCORP Class A Non-voting Common Stock plus rights to certain contingent cash consideration depending on the prices at which VFS shareholders may sell the EZCORP shares acquired in the merger. The proposed merger is described in our Current Reports on Form 8-K filed with the SEC on September 17, 2008, and Form 8-K/A filed with the SEC on September 18, 2008. This merger is scheduled to close prior to December 31, 2008.

Because we believe that the merger between EZCORP and VFS will probably occur and because the size of VFS makes the merger a significant acquisition for us, we are including in

this prospectus pro forma financial information regarding the effect of the VFS merger on EZCORP. The following unaudited pro forma condensed combined balance sheet is based on historical balance sheets of EZCORP and VFS and has been prepared to reflect the merger as if it had been completed on the balance sheet date of June 30, 2008. The following unaudited pro forma condensed combined statements of operations give effect to the merger as if it had taken place on October 1, 2006, the beginning of the earliest period presented, in accordance with SEC guidance. Although VFS's fiscal year ends on a different date than that of EZCORP, all VFS information presented in the Pro Forma Combined Statements of Operations are actual amounts for the periods indicated. For example, the VFS information presented in the Pro Forma Statement of Operations for the year ended September 30, 2007 reflects VFS's performance for the twelve months then ended and not amounts reported in the VFS annual audited financial statements for the year ended December 31, 2007.

The VFS merger will be accounted for under the purchase method of accounting in accordance with Statement of Financial Accounting Standards No. 141, "Business Combinations." Under the purchase method of accounting, the total estimated purchase price, calculated as described in Note A to these unaudited pro forma condensed combined financial statements, is allocated to the net tangible and intangible assets of VFS based on their estimated fair values. Management has made a preliminary allocation of the estimated purchase price to the tangible and intangible assets acquired and liabilities assumed based on various preliminary estimates. A final determination of these estimated fair values, which cannot be made prior to the completion of the merger, will be based on the actual net tangible and intangible assets of VFS that exist as of the date of completion of the merger, and upon the final purchase price.

The unaudited pro forma condensed combined financial statements are based on the estimates and assumptions which are preliminary and have been made solely for purposes of developing such pro forma information. They do not include liabilities that may result from integration activities which are not presently estimable. The management of EZCORP and VFS are in the process of making these assessments, and estimates of these costs are not currently known. However, liabilities ultimately may be recorded for severance costs for VFS employees, costs of vacating some facilities of VFS, or other costs associated with exiting activities of VFS that would affect the pro forma condensed combined financial statements. Any such liabilities would be recorded as an adjustment to the purchase price and an increase in goodwill. In addition, the pro forma condensed combined financial statements do not include any potential operating efficiencies or cost savings from expected synergies. The unaudited pro forma condensed combined financial statements are not necessarily an indication of the results that would have been achieved had the merger been completed as of the dates indicated or that may be achieved in the future.

In the merger agreement, we agreed to exchange three-quarters of a share of EZCORP's Class A Non-voting Common Stock for each of the 6,646,370 shares of VFS's common stock we expect to be outstanding on the acquisition date, and to round up to the nearest whole share any fractional shares. We also agreed to make certain cash contingency payments to VFS shareholders selling EZCORP Shares within 125 days of effectiveness of this registration statement, assuming such shares are sold above or below $14.67 per share, as described in the merger agreement. At the option of each VFS shareholder, we also agreed to pay cash

consideration of $11.00 per VFS share in lieu of issuing EZCORP Shares for up to twenty percent of the outstanding VFS shares. For purposes of these pro forma combined financial statements and the preliminary purchase price allocation, we assumed no contingency payments and that twenty percent of VFS shareholders elect to receive $11.00 cash consideration in lieu of EZCORP Shares; however, we cannot predict the amount of any contingent payment that might be made or what percentage of VFS shareholders ultimately will elect to receive cash in lieu of EZCORP Shares, and the ultimate purchase price will be adjusted to reflect any changes in actual behavior compared to our assumptions herein. Notes A and G to these pro forma financial statements describe differences in the pro forma results under differing assumptions as to the amount of contingency payments actually made and the number of shareholders electing to receive cash in lieu of EZCORP Shares.

For purposes of preparing these pro forma condensed combined financial statements, we have assumed consummation of the following transactions upon completion of the merger:

- Conversion of all VFS participating stock into VFS common stock
- Exchanging 0.75 EZCORP Shares for each VFS common share for those shareholders electing to receive EZCORP Shares (assumed 80% elect to receive EZCORP Shares)
- Cash payment to all VFS shareholders electing to receive cash in lieu of EZCORP Shares (assumed 20% elect to receive cash)
- Use of $20 million of EZCORP’s cash on hand as part of the merger consideration
- Use of $1 million of EZCORP’s cash on hand to pay deferred financings costs related to its Fifth Amended and Restated Credit Facility, expected to become effective at the time of the merger
- Closing of the EZCORP Fifth Amended and Restated Credit Facility
- VFS’ payment of all accrued, unpaid dividends on its Series A-2 participating stock immediately preceding closing of the merger, with an offsetting increase in VFS’ outstanding debt to finance the payment (estimated at $2.4 million at June 30, 2008)
- Retirement of VFS’ outstanding debt at the date of the merger (including the borrowings to finance its payment of its Series A-2 accrued, unpaid dividends)
- Borrowing upon EZCORP’s Fifth Amended and Restated Credit Facility for approximately $1.1 million of transaction-related expenses and the payment of VFS’ outstanding debt and merger consideration not otherwise covered by EZCORP’s cash on hand (as described above) and EZCORP Shares to be issued as merger consideration

EZCORP, Inc. and Subsidiaries
Pro Forma Combined Balance Sheet as of June 30, 2008 (Unaudited)

	As Reported	VFS	Pro Forma Adjustments	Notes	Pro Forma Combined
			(In thousands)		
Assets:					
Current assets:					
Cash and cash equivalents	$ 29,812	$ 762	$ (20,000)	(1)	$ 9,574
			(1,000)	(1)	
Pawn loans	68,022	18,017	—		86,039
Payday loans, net	6,598	—	—		6,598
Pawn service charges receivable, net	10,061	3,520	—		13,581
Signature loan fees receivable, net	5,086	—	—		5,086
Inventory, net	39,444	13,277	—		52,721
Deferred tax asset, net	9,007	3,686	—		12,693
Federal income tax receivable	454	59	—		513
Prepaid expenses and other assets	5,622	2,142	—		7,764
Total current assets	174,106	41,463	(21,000)		194,569
Investment in unconsolidated affiliate	37,248	—	—		37,248
Property and equipment, net	38,661	8,056	—		46,717
Deferred tax asset, non-current	5,620	2,908	—		8,528
Goodwill	24,779	4,874	(4,874)	(2)	83,426
			58,647	(2)	
Other assets, net	5,585	364	6,860	(3)	12,809
Total assets	$ 285,999	$ 57,665	$ 39,633		$ 383,297
Liabilities and stockholders' equity:					
Current liabilities:					
Accounts payable and other accrued expenses	$ 24,120	$ 4,230	$ —		$ 28,350
Customer layaway deposits	2,254	866	—		3,120
Federal income taxes payable	—	—	—		—
Current maturities of long-term debt	—	17,446	(17,446)	(4)	10,000
			10,000	(4)	
Total current liabilities	26,374	22,542	(7,446)		41,470
Long-term debt	—	12,254	(12,254)	(4)	17,752
			17,752	(4)	
Interest rate swap liability	—	577			577
Deferred gains and other long-term liabilities	2,909	384	—		3,293
Total long-term liabilities	2,909	13,215	5,498		21,622
Commitments and contingencies	—	—	—		—
Total liabilities	29,283	35,757	(1,948)		63,092
Stockholders' equity:					
Preferred Stock	—	59	(59)	(5)	—
Class A Non-voting Common Stock	385	—	40	(5)	425
Class B Voting Common Stock	30	—	—		30
Additional paid-in capital	134,598	55,581	(55,581)	(5)	198,047
			63,449	(5)	
Cumulative effect of adopting a new accounting principle	(106)	—	—		(106)
Retained earnings (accumulated deficit)	118,245	(33,732)	33,732	(5)	118,245
	253,152	21,908	41,581		316,641
Treasury stock, at cost (27,099 shares)	(35)	—	—		(35)
Accumulated other comprehensive income	3,599	—	—		3,599
Total stockholders' equity	256,716	21,908	41,581		320,205
Total liabilities and stockholders' equity	$ 285,999	$ 57,665	$ 39,633		$ 383,297

See Note A to Pro Forma Combined Financial Statements (unaudited).

EZCORP, Inc. and Subsidiaries
Pro Forma Combined Statement of Operations for the Year Ended September 30, 2007
(Unaudited)

	As Reported	VFS	Pro Forma Adjustments	Notes	Pro Forma Combined
		(In thousands, except per share amounts)			
Revenues:					
Sales	$ 192,987	$ 72,027	$ —		$ 265,014
Pawn service charges	73,551	27,417	—		100,968
Signature loan fees	104,347	—	—		104,347
Other	1,330	1,511	—		2,841
Total revenues	372,215	100,955			473,170
Cost of goods sold	118,007	45,729	—		163,736
Net revenues	254,208	55,226	—		309,434
Operating expenses:					
Operations	128,602	32,215	180	**(B)**	160,997
Signature loan bad debt	28,508	—	—		28,508
Administrative	31,749	17,652	—	**(C)**	49,401
Depreciation and amortization	9,812	1,772	—		11,584
Total operating expenses	198,671	51,639	180		250,490
Operating income	55,537	3,587	(180)		58,944
Interest income	(1,654)	—	—		(1,654)
Interest expense	281	1,504	1,033	**(D)**	2,818
Equity in net income of unconsolidated affiliate	(2,945)	—	—		(2,945)
(Gain) / loss on sale / disposal of assets	(72)	243	—		171
Income before income taxes	59,927	1,840	(1,213)		60,554
Income tax expense	22,053	696	(450)	**(E)**	22,299
Net income	$ 37,874	$ 1,144	$ (763)		$ 38,255
Net income per common share:					
Basic	$ 0.92				$ 0.85
Diluted	$ 0.88				$ 0.81
Weighted average shares outstanding:					
Basic	41,034		3,988	**(F)**	45,022
Diluted	43,230		3,988	**(F)**	47,218

See Notes to Pro Forma Combined Financial Statements (unaudited).

EZCORP, Inc. and Subsidiaries
Pro Forma Combined Statement of Operations for the Nine Months Ended June 30, 2008
(Unaudited)

	As Reported	VFS	Pro Forma Adjustments	Notes	Pro Forma Combined
		(In thousands, except per share amounts)			
Revenues:					
Sales	$ 170,472	$ 66,818	$ —		$ 237,290
Pawn service charges	67,384	22,714	—		90,098
Signature loan fees	94,917	—	—		94,917
Other	1,228	1,177	—		2,405
Total revenues	334,001	90,709			424,710
Cost of goods sold	101,732	40,574	—		142,306
Net revenues	232,269	50,135	—		282,404
Operating expenses:					
Operations	113,185	29,006	135	**(B)**	142,326
Signature loan bad debt	24,847	—	—		24,847
Administrative	29,541	11,438	(1,507)	**(C)**	39,472
Depreciation and amortization	9,027	1,456	—		10,483
Total operating expenses	176,600	41,900	(1,372)		217,128
Operating income	55,669	8,235	1,372		65,276
Interest income	(359)	—	—		(359)
Interest expense	228	2,351	(448)	**(D)**	2,131
Equity in net income of unconsolidated affiliate	(3,162)	—	—		(3,162)
(Gain) / loss on sale / disposal of assets	527	61	—		588
Other	11	—	—		11
Income before income taxes	58,424	5,823	1,820		66,067
Income tax expense	22,026	2,311	686	**(E)**	25,023
Net income	$ 36,398	$ 3,512	$ 1,134		$ 41,044
Net income per common share:					
Basic	$ 0.88				$ 0.90
Diluted	$ 0.84				$ 0.87
Weighted average shares outstanding:					
Basic	41,380		3,988	**(F)**	45,368
Diluted	43,269		3,988	**(F)**	47,257

See Notes to Pro Forma Combined Financial Statements (unaudited).

EZCORP, Inc. and Subsidiaries
Pro Forma Combined Statement of Operations for the Nine Months Ended June 30, 2007
(Unaudited)

	As Reported	VFS	Pro Forma Adjustments	Notes	Pro Forma Combined
		(In thousands, except per share amounts)			
Revenues:					
Sales	$ 141,688	$ 53,386	$ —		$ 195,074
Pawn service charges	51,496	20,003	—		71,499
Signature loan fees	74,132	—	—		74,132
Other	1,007	1,129	—		2,136
Total revenues	268,323	74,518			342,841
Cost of goods sold	85,618	33,836	—		119,454
Net revenues	182,705	40,682	—		223,387
Operating expenses:					
Operations	94,087	23,651	135	**(B)**	117,873
Signature loan bad debt	19,086	—	—		19,086
Administrative	23,528	15,096	—		38,624
Depreciation and amortization	7,194	1,326	—		8,520
Total operating expenses	143,895	40,073	135		184,103
Operating income	38,810	609	(135)		39,284
Interest income	(1,499)	—	—		(1,499)
Interest expense	214	669	1,233	**(D)**	2,116
Equity in net income of unconsolidated affiliate	(2,185)	—	—		(2,185)
(Gain) / loss on sale / disposal of assets	(131)	126	—		(5)
Income before income taxes	42,411	(186)	(1,368)		40,857
Income tax expense	15,692	(112)	(506)	**(E)**	15,074
Net income	$ 26,719	$ (74)	$ (862)		$ 25,783
Net income per common share:					
Basic	$ 0.65				$ 0.57
Diluted	$ 0.62				$ 0.54
Weighted average shares outstanding:					
Basic	40,943		3,988	**(F)**	44,931
Diluted	43,393		3,988	**(F)**	47,381

See Notes to Pro Forma Combined Financial Statements (unaudited).

Notes to Pro Forma Combined Financial Statements of EZCORP, Inc. and Subsidiaries and Value Financial Services, Inc. (Unaudited)

Note A: Pro Forma Adjustments to the Unaudited Pro Forma Combined Balance Sheet as of June 30, 2008

The pro forma adjustments to the unaudited pro forma combined balance sheet as of June 30, 2008 consist of the allocation of the expected total purchase price to the estimated fair value of VFS's net assets, including the elimination of VFS's existing equity, and the financing of the acquisition, including the use of $20 million of cash as consideration, the issuance of 3,987,979 additional EZCORP, Inc. common shares to current VFS shareholders, and the additional borrowings to finance the remainder of the transaction. To finance a portion of the VFS acquisition, we are refinancing our credit agreement to a total availability of $120 million, including a $40 million fully amortizing term loan with a four-year maturity and an $80 million revolving credit facility with a three-year term. As our amended and restated credit agreement will contain, in part, a $40 million term loan with a four year fully amortizing balance, $10 million of the new debt will be due within one year and was classified as current. We also anticipate paying debt issuance costs of approximately $1 million upon completion of the credit agreement amendment, and have included this as a pro forma increase to Other Assets, net and as a use of cash. Included in the estimated total purchase price is the accumulated dividend of approximately $2.4 million we anticipate being paid on VFS's series A-2 participating stock immediately preceding the acquisition, as if it had occurred at June 30, 2008. VFS's accumulated dividends are not recorded as liabilities or as a reduction of equity until declared by its board of directors.

We expect the total acquisition purchase price to be approximately $80.6 million at the anticipated closing date of November 1, 2008 (plus the assumption of approximately $35.3 million of VFS debt, aggregating to $115.9 million), assuming no contingent payments and that twenty percent of VFS shareholders elect to receive cash consideration in lieu of EZCORP Shares, as described above. For purposes of preparing the pro forma unaudited balance sheet as of June 30, 2008, we must assume the acquisition was completed June 30, 2008. The assumed purchase price at that date is less than the assumed purchase price at November 1, 2008, due to the following primary differences in value between the dates:

- the effects of VFS' ongoing daily operations, including the anticipated seasonal growth in outstanding pawn loan and inventory balances between June and November and VFS's growth in net assets as a result of their expected earnings between the two dates
- The difference between our actual closing price of $16.35/share on the date we announced the merger and $15.92/share assumed in theses pro forma financial statements (in accordance with SEC guidance for pro forma financial information, using a daily average of the closing market price for our stock from two business days prior to announcing the merger to two business days after announcing the merger).
- the continuing accrual of dividends on VFS' Series A-2 participating stock, which will increase VFS' outstanding debt immediately prior to our assumption / retirement of that debt upon merger

At June 30, 2008, the unaudited pro forma purchase price allocation of non-cash assets and liabilities to be acquired, which is preliminary and subject to change, was as follows based on the estimated fair values of each item:

	As of June 30, 2008 ($000's)	Estimated Useful Life (years)
Current assets:		
Pawn loans	$ 18,017	
Pawn service charges receivable, net	3,520	
Inventory, net	13,277	
Deferred tax asset, net	3,686	
Federal income taxes receivable	59	
Prepaid expenses and other assets	2,142	
Total current assets	40,701	
Property and equipment, net	8,056	
Deferred tax asset, non-current	2,908	
Goodwill	58,647	
Trademarks and trade names	4,060	Indefinite
Favorable lease asset	1,800	10
Other assets, net	364	
Total assets	$ 116,536	
Current liabilities:		
Accounts payable and other accrued expenses	$ 4,230	
Customer layaway deposits	866	
Current maturities of long-term debt	17,446	
Total current liabilities	22,542	
Long-term debt	14,634	
Interest rate swap liability	577	
Deferred gains and other long-term liabilities	384	
Total liabilities	$ 38,137	
Total purchase price	$ 78,399	

In calculating the assumed total purchase price to include in the above preliminary pro forma purchase price allocation, we estimated the value of the EZCORP Shares to be issued as merger consideration at $15.92 per share, which is the five-day average of the closing price of our stock from two business days prior to the announcement of the merger to two business days after the announcement of the merger.

In our estimation of the purchase price allocation, we have made all adjustments we believe to be appropriate to adjust VFS's assets and liabilities to their fair value, including the recording of the

fair value of VFS's trademarks and tradenames and a favorable lease asset for leases that appear to be at favorable terms in relation to current market terms. Included in the total purchase price is a significant amount allocated to goodwill, or the excess of purchase price over the remaining net assets acquired. The total agreed purchase price was determined through lengthy negotiations with the VFS board and executive management, as described in the proxy/prospectus included in this S-4, and reflects what we believe to be the value of the entire company, including the goodwill we will acquire and from which we will benefit in the future. We believe it is reflective of VFS's future earning potential, which is far greater than its recorded net assets other than goodwill.

The schedule below presents the calculation of the total assumed purchase price to be paid and its components, assuming 20% of VFS shareholders elect to receive cash consideration in lieu of EZCORP Shares (dollars in thousands):

Anticipated stock consideration (5,317,096 VFS shares exchanged for 0.75 EZCORP Shares each plus 157 EZCORP Shares for rounding fractional shares up to the nearest whole share times $15.92 per EZCORP share)	$ 63,489
Anticipated cash consideration for 20% of VFS shareholders electing to receive cash in lieu of EZCORP Shares (1,329,274 VFS shares times $11.00/share)	$ 14,622
Transaction related expenses ($250 legal, $250 accounting, $250 VFS office lease buyout, $300 other)	$ 1,050
Less: Cash to be acquired — held by VFS at June 30, 2008	$ (762)
Total assumed purchase price at June 30, 2008	$ 78,399

Because VFS will be required to pay its accumulated, unpaid Series A-2 participating stock dividend prior to the merger with EZCORP and because VFS did not have the funds available to pay such dividend on the assumed pro forma acquisition date of June 30, 2008, we assumed in our purchase price allocation an increase in VFS's outstanding debt at the pro forma date of acquisition, which increases the amount of VFS debt we anticipate paying off immediately following the acquisition and replacing with borrowings under our credit facility. After consummation of our acquisition of VFS, there will no longer be any dividend payable to any class of VFS or EZCORP stock.

In accordance with SFAS No. 141, any payment made under the deficiency guaranty will result in no change to the total purchase price, but rather will result in a revaluation of the different components of consideration paid for the acquisition. Specifically, any cash payments made under the deficiency guaranty will be recorded as part of the purchase price, with an equal and offsetting reduction in the amount previously recorded for EZCORP Shares issued at the date of acquisition to reduce their value to the lower current value of those securities at the date of the related sales. The net result will be no change in the total purchase price, but a decrease in the

amount of Additional Paid-in Capital as a result of the reduction in value assigned to the securities and an offsetting reduction in cash.

Any payments made under the premium reserve, which was provided as part of the total purchase consideration, is part of the cost of the acquisition in accordance with EITF 97-15, accounting for Contingency Arrangements Based on Security Prices in a Purchase Business Combination. We would expect any premium reserve payment to result in a decrease to cash and an adjustment to Additional Paid-in Capital recorded for EZCORP Shares issued at the date of the acquisition. The entries to be recorded upon the payment of any deficiency guaranty or premium reserve will have no other effects on our financial statements, other than a decrease in the interest income that we could have otherwise recognized as we will not be able to invest the cash used to make such payments.

Below are notes describing the pro forma balance sheet adjustments, as noted on the face of the pro forma combined balance sheet:

(1) $20.0 million of cash will be used as part of the merger consideration paid to VFS shareholders electing to receive cash and to cover merger related costs anticipated to be capitalized as part of the total purchase price. $1.0 million of cash will be paid to our bank syndication and will be recorded as deferred financing costs related to our credit facility, which we are amending, restating, and re-syndicating to finance this merger.

(2) These adjustments remove the goodwill currently on VFS's books and record the goodwill arising from this merger.

(3) This adjustment records $1.0 million of deferred financing costs we expect to pay upon closing of our credit agreement which is being amended and restated to finance this merger, to record the $4.1 million fair value of trademarks and tradenames being acquired from VFS that are not currently recorded in their books, and to record $1.8 million of favorable lease assets we will be acquiring from VFS that are not currently recorded on their books.

(4) These entries remove the VFS debt that is expected to be repaid immediately upon closing of the merger and to record the debt EZCORP expects to borrow to finance a portion of the merger consideration.

(5) These entries remove the equity currently recorded by VFS and recognizes the estimated value of EZCORP stock to be issued as a portion of the merger consideration.

Note B: Operations Expense

In our preliminary estimate of the fair value of VFS's net assets to include in the purchase price allocation, we identified a number of VFS's store leases that appear to be at favorable rates compared to current market rates. As a result, we anticipate recording a $1.8 million favorable lease asset, which must be amortized to rent expense over the terms of the related leases. For purposes of these pro forma financial statements, we assumed the amortization period will average ten years. The pro forma increase to Operations expense is due to the estimated amortization of this favorable lease asset. Our estimate of the fair value of the favorable lease asset is preliminary and subject to change as we complete our valuation of the assets to be

acquired. Any change in the estimated fair value of this asset upon final valuation will likely result in an offsetting change to the amount of the purchase price allocated to goodwill, and an increase or decrease in the expected amortization of the favorable lease asset.

Note C: Administrative Expense

The pro forma $1.5 million reduction of Administrative expense in the nine month period ended June 30, 2008 removes the success fee VFS paid to its directors and officers upon reaching an agreement to be acquired by us.

Included in VFS's historical results for this same period but excluded as a pro forma adjustment is VFS's $1.3 million write-off of costs related to abandoning its initial public offering upon entering discussions with us. While this is a unique item we do not expect to recur, we did not remove it in a pro forma adjustment as VFS's abandonment of its IPO attempt might have occurred even if we had not reached an agreement on the acquisition.

In the year ended September 30, 2007, VFS forgave a note receivable from an officer and made significant vested stock grants to several officers. These resulted in an $8.2 million charge to VFS's Administrative expense in the period. We have made no pro forma adjustment related to these charges.

While we expect to gain efficiencies and leverage from combining VFS's administrative functions with ours and reducing duplication of overhead expenses, we have not yet determined the precise changes to be made. Accordingly, we have included in our pro forma adjustments no reduction in administrative expense that may be realized once we determine how best to integrate VFS's administrative functions with ours.

Note D: Interest Expense

The pro forma adjustment to interest expense recognizes the estimated change in interest expense we would have incurred on the debt used to finance the acquisition, the amortization of the assumed debt issuance costs related to the new credit agreement, the removal of interest expense related to VFS's debt that will be retired immediately following the transaction, and the loss of interest income on our cash assumed to be used in the transaction. The table below presents the amount of the pro forma adjustment to interest expense arising from each of these components in the periods presented (in thousands):

	Year Ended September 30, 2007	Nine Months Ended June 30, 2008	Nine Months Ended June 30, 2007
Use of $21 million of cash ($20 million towards the purchase and $1 million of deferred financing costs on debt used to finance the acquisition)	$ 891	$ 668	$ 668
Amortization of $1 million of deferred financing costs	333	250	250
Interest expense related to new debt assumed to finance the acquisition	1,313	985	984
Elimination of interest expense incurred by VFS	(1,504)	(2,351)	(669)
Net pro forma adjustment to interest expense	$ 1,033	$ (448)	$ 1,233

For purposes of estimating the pro forma interest expense, we applied an interest rate of 4.24%, comprised of the 1-month LIBOR market rate as of the date of the merger announcement plus the 1.75% current applicable interest rate spread, as specified in the amended credit agreement we expect to complete to finance a portion of the acquisition. Because our applicable interest rate floats with changes in LIBOR, the assumed interest expense would vary with changes in prevailing interest rates. If LIBOR increased by 0.125% (1/8%) over the assumed rate, pro forma interest expense would increase by $61,000 for the year ended September 30, 2007 and $46,000 for the nine-month periods ended June 30, 2008 and 2007. Net income would decrease by $39,000 for the year ended September 30, 2007 and $29,000 for the nine-month periods ended June 30, 2008 and 2007.

EZCORP has executed a Fifth Amended and Restated Credit Agreement (the “Agreement”) among EZCORP, Inc., Wells Fargo Bank, N.A., as Agent and Issuing Bank, and various other banks and lending institutions. The Agreement and the related loan documents were placed in escrow pending the closing of the merger agreement with VFS. The Agreement is contingent upon the closing of the merger agreement with VFS on or before December 31, 2008.

If the merger agreement with VFS is closed on or before December 31, 2008, the Agreement will become effective and will provide for, among other things, (i) an $80 million revolving credit facility that EZCORP may request to be increased to a total of $110 million (the “Revolving Credit Facility”) and (ii) a $40 million term loan (the “Term Loan”). If the Agreement becomes effective, it will extend the maturity date of the Revolving Credit Facility to the date that is three years from the closing of the merger agreement with VFS. The maturity date of the Term Loan will be four years from the closing of the merger agreement with VFS.

Pursuant to the Agreement, EZCORP may choose either a Eurodollar rate or the base rate. Interest accrues at the Eurodollar rate plus 175 to 250 basis points or the base rate plus 0 to 50 basis points, depending upon the leverage ratio computed at the end of each calendar quarter. From the date the credit facility becomes effective through the date EZCORP reports to the lenders its interim results for the period ending June 30, 2009, EZCORP may choose to pay interest to the lenders for outstanding borrowings at the Eurodollar rate plus 250 basis points or the base rate plus 50 basis points, regardless of our leverage ratio during that period. We

anticipate that upon closing of the merger agreement, we would elect the Eurodollar rate and have assumed that in these pro forma financial statements. Terms of the Agreement require, among other things, that EZCORP meet certain financial covenants that EZCORP believes will be achieved based upon its current and anticipated performance. In addition, payment of dividends is prohibited and additional debt is restricted.

Note E: Income Tax Expense

The pro forma adjustment to income tax expense recognizes the change in income tax expense we would have incurred in each period, using our effective tax rate in each applicable period and the net increase or decrease in pre-tax income resulting from the pro forma adjustments described in Notes B, C, and D above.

Note F: Weighted Average Shares Outstanding

The pro forma adjustment to the weighted average shares outstanding increases both basic and diluted weighted average shares outstanding to recognize the 3,987,979 shares expected to be issued to current VFS shareholders as part of the consideration for the acquisition.

Note G: Range of Possible Results

VFS shareholders have the option to elect to receive cash consideration in lieu of EZCORP Shares as merger consideration for up to 20% of the total number of EZCORP Shares offered. As explained above, the pro forma financial statements and notes above assume that 20% of the VFS shareholders do elect to receive cash in lieu of EZCORP Shares. The following disclosures are presented to indicate the range of possible pro forma results, assuming instead that all VFS shareholders elect to receive EZCORP Shares and none elect to receive cash. In each instance, the change in net income arises from the change in interest expense due to the change in assumed debt, net of income taxes. Earnings (loss) per share are affected by the change in net income and the dilutive effect of additional shares assumed outstanding:

	Assumes 20% elect cash	Assumes 100% elect EZCORP Shares
	(in thousands, except per share data)	
Year Ended September 30, 2007:		
Net income	$38,255	$38,791
Weighted average shares outstanding:		
Basic	45,022	46,019
Diluted	47,218	48,215
Earnings (loss) per share:		
Basic	$ 0.85	$ 0.84
Diluted	$ 0.81	$ 0.80
Nine Months Ended June 30, 2008:		
Net income	$41,044	$41,440
Weighted average shares outstanding:		
Basic	45,368	46,365
Diluted	47,257	48,254
Earnings (loss) per share:		
Basic	$ 0.90	$ 0.89
Diluted	$ 0.87	$ 0.86
Nine Months Ended June 30, 2007:		
Net income	$25,783	$26,184
Weighted average shares outstanding:		
Basic	44,931	45,928
Diluted	47,381	48,378
Earnings (loss) per share:		
Basic	$ 0.57	$ 0.57
Diluted	$ 0.54	$ 0.54

The purchase price allocation to VFS's net assets acquired would be unchanged from that presented in Note A regardless of the percentage of VFS shareholders electing to receive cash in lieu of EZCORP Shares.

Note H: Composition of Sales and Cost of Goods Sold

Sales and cost of goods sold, as presented on the accompanying pro forma statements of operations, include amounts related to merchandise sales in the companies' stores as well as

jewelry scrapping sales to gold refiners and diamond purchasers. In the periods presented, unaudited sales and cost of goods sold were comprised of the following:

	Year ended September 30, 2007	Nine months ended June 30, 2008	Nine months ended June 30, 2007
		(in thousands)	
EZCORP, Inc. and Subsidiaries:			
Sales revenue:			
Merchandise sales	$ 141,094	$ 120,902	$ 107,993
Jewelry scrapping sales	$ 51,893	$ 49,570	$ 33,695
Total sales	$ 192,987	$ 170,472	$ 141,688
Cost of goods sold:			
Merchandise sales	$ 83,501	$ 72,122	$ 63,903
Jewelry scrapping sales	$ 34,506	$ 29,610	$ 21,715
Total cost of goods sold	$ 118,007	$ 101,732	$ 85,618
Value Financial Services, Inc.:			
Sales revenue:			
Merchandise sales	$ 50,799	$ 39,870	$ 39,092
Jewelry scrapping sales	$ 21,228	$ 26,948	$ 14,294
Total sales	$ 72,027	$ 66,818	$ 53,386
Cost of goods sold:			
Merchandise sales	$ 32,212	$ 25,244	$ 24,818
Jewelry scrapping sales	$ 13,517	$ 15,330	$ 9,018
Total cost of goods sold	$ 45,729	$ 40,574	$ 33,836

8. USE OF PROCEEDS

We will not receive any proceeds from the sale of the EZCORP Shares by the selling stockholder. We have agreed to bear certain expenses in connection with the registration of the shares being offered and sold by the selling stockholder, estimated to be approximately $61,000.

9. SELLING STOCKHOLDER

The selling stockholder or his permitted pledgees, donees, transferees or other successors in interest may from time to time offer and sell any or all of the EZCORP Shares offered under this prospectus. This prospectus generally covers the resale of shares of Class A Non-voting Common Stock received by the selling stockholder through eleven entities that are selling their assets to us in the asset purchase.

Beneficial ownership is determined in accordance with Rule 13d-3 of the Exchange Act. A person is deemed to be the beneficial owner of any shares of Class A Non-voting Common Stock if that person has or shares voting power or investment power with respect to those shares, or has the right to acquire beneficial ownership at any time within 60 days of the date on which the determination of whether beneficial ownership exists is made. As used herein, “voting power” is the power to vote or direct the voting of shares and “investment power” is the power to dispose or direct the disposition of the shares.

Because the selling stockholder may offer all, some or none of the shares of the EZCORP Shares pursuant to this prospectus and because there currently are no agreements, arrangements or understandings with respect to the sale of any of these shares, no definitive estimate can be given as to the number of shares that will be held by the selling stockholder after completion of the offering to which this prospectus relates. The following table has been prepared assuming that the selling stockholder sells all of the EZCORP Shares beneficially owned by him that have been registered by us and does not acquire any additional shares of our stock. We cannot advise you as to whether the selling stockholder will in fact sell any or all of his EZCORP Shares. In addition, the selling stockholder may sell, transfer or otherwise dispose of, at any time and from time to time, the EZCORP Shares in transactions exempt from the registration requirements of the Securities Act after the date on which he provided the information set forth in the table below.

Information concerning the selling stockholder may change from time to time, and any changed information will be set forth in prospectus supplements or post-effective amendments, as may be appropriate.

Stockholder	Amount of Shares Owned Prior to the Offering(1)	Percent Owned Prior to the Offering(2)	Amount of Shares to Be Offered in the Offering (1)	Amount of Shares Owned After the Offering
Craig A. McCall (3)	1,116,840	2.4%	1,116,505	335

(1) The number of shares issued in the asset purchase and to be sold in the offering equals $17,250,000 divided by $15.45, which was the closing price per share of our Class A Non-voting Common Stock on the NASDAQ Global Select Market on November 12, 2008, the day prior to the closing of the asset purchase.

(2) On November 13, 2008, we had 45,958,979 shares of our Class A Non-Voting common stock issued and outstanding (assuming conversion of all outstanding convertible Class B Voting Common Stock into Class A Non-voting Common Stock and exercise of all outstanding stock options, warrants and restricted stock awards). After the acquisition, 47,075,819 shares were issued and outstanding (assuming conversion of all outstanding convertible Class B Voting Common Stock into Class A Non-voting Common Stock and exercise of all outstanding stock options, warrants and restricted stock awards). Assuming the selling shareholder sells all securities offered in this offering, he will own less than one percent (1%) of our common stock after this offering.

(3) The shares to be sold are issued in the asset purchase to the following eleven entities: Pawn Plus 1, LLC, Pawn Plus 2, LLC, Pawn Plus 3, LLC, Pawn Plus 4, LLC, Pawn Plus 5, LLC, Pawn Plus 6, LLC, Pawn Plus 7, LLC, Pawn Plus 8, LLC, ASAP Pawn, LLC, Crag A. McCall, Inc., and The Pawn Place, Inc. The selling shareholder, Craig A. McCall, owns and controls all of the Sellers either directly or indirectly through a family trust of which he and his wife are trustees, all of which are owned and controlled solely by Mr. McCall through a family trust of which he is trustee. The remaining 335 shares are held indirectly in an individual retirement account.

10. PLAN OF DISTRIBUTION

We are registering the EZCORP Shares to permit the resale of these shares of Class A Non-voting Common Stock by the selling stockholder from time to time after the date of this prospectus. We will not receive any of the proceeds from the sale by the selling stockholder of the shares of Class A Non-voting Common Stock. We will bear all fees and expenses incident to our obligation to register the shares of Class A Non-voting Common Stock, estimated to be approximately $61,000.

The selling stockholder may sell all or a portion of the shares of Class A Non-voting Common Stock beneficially owned by him and offered hereby from time to time directly or through one or more underwriters, broker-dealers or agents. If the shares of Class A Non-voting Common Stock are sold through underwriters or broker-dealers, the selling stockholder will be responsible for underwriting discounts or commissions or agent’s commissions. The shares of Class A Non-voting Common Stock may be sold in one or more transactions at fixed prices, at prevailing market prices at the time of the sale, at varying prices determined at the time of sale, or at negotiated prices. These sales may be effected in transactions, which may involve crosses or block transactions, in any of the following manners:

- on any national securities exchange or quotation service on which the Class A Non-voting Common Stock may be listed or quoted at the time of sale;
- in the over-the-counter market;
- in transactions otherwise than on these exchanges or systems or in the over-the-counter market;
- through the writing of options, whether such options are listed on an options exchange or otherwise;
- through ordinary brokerage transactions and transactions in which the broker-dealer solicits purchasers;
- through block trades in which the broker-dealer will attempt to sell the shares as agent but may position and resell a portion of the block as principal to facilitate the transaction;
- through purchases by a broker-dealer as principal and resale by the broker-dealer for its account;
- in an exchange distribution in accordance with the rules of the applicable exchange;
- through privately negotiated transactions;
- through short sales;
- through sales pursuant to Rule 144;
- in which broker-dealers agree with the selling stockholder to sell a specified number of such shares at a stipulated price per share;
- by means of a combination of any such methods of sale; and
- by any other method permitted pursuant to applicable law.

If the selling stockholder effects such transactions by selling shares of Class A Non-voting Common Stock to or through underwriters, broker-dealers or agents, such underwriters, broker-dealers or agents may receive commissions in the form of discounts, concessions or commissions from the selling stockholder or commissions from purchasers of the shares of Class A Non-voting Common Stock for whom they may act as agent or to whom they may sell as principal (which discounts, concessions or commissions as to particular underwriters, broker-dealers or agents may be in excess of those customary in the types of transactions involved). In connection with sales of the shares of Class A Non-voting Common Stock or otherwise, the selling stockholder may enter into hedging transactions with broker-dealers, which may in turn engage

in short sales of the shares of Class A Non-voting Common Stock in the course of hedging in positions they assume. The selling stockholder may also sell shares of Class A Non-voting Common Stock short and deliver shares of Class A Non-voting Common Stock covered by this prospectus to close out short positions and to return borrowed shares in connection with such short sales. The selling stockholder may also loan or pledge shares of Class A Non-voting Common Stock to broker-dealers that in turn may sell such shares.

The selling stockholder may pledge or grant a security interest in some or all of the shares of Class A Non-voting Common Stock owned by him and, if he defaults in the performance of his secured obligations, the pledgees or secured parties may offer and sell the shares of Class A Non-voting Common Stock from time to time pursuant to this prospectus or any amendment to this prospectus under Rule 424(b)(3) or other applicable provision of the Securities Act, amending, if necessary, the list of selling stockholders to include the pledgee, transferee or other successors in interest as selling stockholders under this prospectus. The selling stockholder also may transfer and donate the shares of Class A Non-voting Common Stock in other circumstances in which case the transferees, donees, pledgees or other successors in interest will be the selling beneficial owners for purposes of this prospectus.

We do not know of any arrangements made by the selling stockholder for the sale of any shares of Class A Non-voting Common Stock. The selling stockholder is not obligated to sell any of the shares being registered for sale.

The selling stockholder and any agents or broker-dealers that participate with the selling stockholder in the distribution of any of the EZCORP Shares may be deemed to be “underwriters” within the meaning of the Securities Act, and any discount or commission received by them and any profit on the resale of the EZCORP Shares purchased by them may be deemed to be underwriting discounts or commissions under the Securities Act.

11. EXPERTS

Accounting Matters

Our financial statements and effectiveness of internal control over financial reporting, incorporated by reference in this Prospectus and Registration Statement, have been audited by BDO Seidman, LLP, independent registered public accountants, to the extent and for the periods set forth in their reports incorporated by reference, and are included in reliance upon the authority of BDO Seidman, LLP, as experts in accounting and auditing in giving their reports.

Legal Matters

The validity of our Class A Non-voting Common Stock offered pursuant to this prospectus will be passed on by Strasburger & Price, L.L.P., Austin, Texas.

12. INFORMATION INCORPORATED BY REFERENCE

The SEC allows us to "incorporate by reference" the information we file with them, which means that we can disclose important information to you by referring you to those documents. The information incorporated by reference is an important part of this prospectus, and information that we file later with the SEC will automatically update and supersede previously filed information, including information contained in this document. We incorporate by reference the documents listed below (SEC file No. 000-19424) and any future filings we will make with the SEC under Sections 13(a), 13(c), 14 or 15(d) of the Securities Exchange Act of 1934 until all shares offered by this Prospectus are sold or until this offering is otherwise completed:

- Our Annual Report on Form 10-K for the year ended September 30, 2007, filed with the SEC on December 14, 2007.
- Our Quarterly Reports on Form 10-Q for the periods ended December 31, 2007, March 31, 2008 and June 30, 2008, filed with the SEC on February 5, 2008, May 6, 2008 and August 11, 2008.
- Our Current Reports on Form 8-K dated September 27, 2007 (filed October 3, 2007), October 3, 2007 (filed October 9, 2007), November 7, 2007 (filed November 8, 2007), November 8, 2007 (filed November 8, 2007), January 24, 2008 (filed January 24, 2008), March 17, 2008 (filed March 17, 2008), April 24, 2008 (filed April 24, 2008), May 12, 2008 (filed May 13, 2008), May 28, 2008 (filed June 2, 2008), June 5, 2008 (filed June 5, 2008), June 9, 2008 (filed June 9, 2008), June 17, 2008 (filed June 17, 2008), June 23, 2008 (filed June 24, 2008), July 8, 2008 (filed July 9, 2008), July 24, 2008 (filed July 24, 2008), August 9, 2008 (filed August 11, 2008), September 5, 2008 (filed September 5, 2008), September 16, 2008 (filed September 17, 2008), September 24, 2008 (filed September 29, 2008), October 24, 2008 (filed October 29, 2008), November 6, 2008 (filed November 6, 2008), and November 13, 2008 (filed November 14, 2008).
- The description of EZCORP's Common Stock and Common Stock Rights as set forth in EZCORP's Form 8-A Registration Statement filed with the Commission on July 24, 1991, including any amendment or report filed for the purpose of updating such description

You may request free copies of these filings by writing or telephoning us at the following address:

EZCORP, Inc.
Attention: Investor Relations Department
1901 Capital Parkway
Austin, Texas 78746
(512) 314-3400

We file annual, quarterly and periodic reports and other information with the Securities and Exchange Commission using the SEC's EDGAR system. You can find our SEC filings on the SEC's web site, www.sec.gov. You may read and copy any materials that we file with the SEC at its Public Reference Room at 100 F. Street, N.E., Washington, D.C. 20549. Our Class A Non-

voting Common Stock is listed on NASDAQ, under the symbol “EZPW,” and all reports and other information that we file with NASDAQ may be inspected at its offices at 1735 K Street N.W., Washington, D.C. 20006.

We furnish our stockholders with an annual report, which contains audited financial statements, and such other reports as we, from time to time, deem appropriate or as may be required by law. Our fiscal year runs from October 1 through September 30.

Any statement contained in a document incorporated or deemed to be incorporated herein shall be deemed modified or superseded for purposes of this prospectus to the extent that a statement contained herein or in any other subsequently filed document that is deemed to be incorporated herein modifies or supersedes such statement. Any statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this prospectus. You should rely only on the information contained in this document or to which we have referred you. We have not authorized anyone to provide you with information that is inconsistent with information contained in this document or any document incorporated herein. This prospectus is not an offer to sell these securities in any state where the offer or sale of these securities is not permitted. The information in this prospectus is current as of the date it is mailed to security holders, and not necessarily as of any later date. If any material change occurs during the period that this prospectus is required to be delivered, this prospectus will be supplemented or amended.

13. DISCLOSURE OF COMMISSION POSITION ON INDEMNIFICATION

Our Restated Certificate of Incorporation provides that no director will be personally liable to us or any of our stockholders for monetary damages arising from the director’s breach of a fiduciary duty as a director, with certain limited exceptions.

Pursuant to the provisions of Section 145 of the Delaware General Corporation Law, every Delaware corporation has the power to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding (other than an action by or in the right of the corporation) by reason of the fact that he is or was a director, officer, employee or agent of any corporation, partnership, joint venture, trust or other enterprise, against any and all expenses, judgments, fines and amounts paid in settlement and reasonably incurred in connection with such action, suit or proceeding. The power to indemnify applies (a) if such person is successful on the merits or otherwise in the defense of any action, suit or proceeding, or (b) if such person acted in good faith and in a manner he reasonably believed to be in the best interest, or not opposed to the best interest, of the corporation and with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful.

The power to indemnify applies to actions brought by or in the right of the corporation as well, but only to the extent of defense and settlement expenses and not to any satisfaction of a judgment or settlement of the claim itself, and with the further limitation that in such actions no indemnification shall be made in the event of any adjudication unless the court, in its discretion, believes that in the light of all the circumstances indemnification should apply.

To the extent any of the persons referred to in the two immediately preceding paragraphs is successful in the defense of the actions referred to therein, such person is entitled, pursuant to Section 145, to indemnification as described above.

Our Restated Certificate of Incorporation and Amended and Restated Bylaws specifically provide for indemnification of officers and directors to the fullest extent permitted by the Delaware General Corporation Law.

Insofar as indemnification by us for liabilities arising under the Securities Act of 1933, as amended (the “Securities Act”), may be permitted to our directors, officers or persons controlling EZCORP pursuant to the foregoing provisions, we have been informed that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act and is therefore unenforceable.

EZCORP, INC.

1,116,505 SHARES OF CLASS A NON-VOTING COMMON STOCK

November 14, 2008

PART II — INFORMATION NOT REQUIRED IN PROSPECTUS

Item 14 Other Expenses of Issuance and Distribution

The following table sets forth the estimated expenses in connection with the issuance and distribution of the securities registered hereby, all of which will be paid by EZCORP:

Item	Amount (1)
SEC registration fee	$ 691
Legal fees and expenses	50,000
Miscellaneous expenses	10,000
Total:	$ 60,691

(1) All items other than SEC registration fee are estimates.

Item 15 Indemnification of Directors and Officers

Our Restated Certificate of Incorporation provides that no director will be personally liable to EZCORP or any of its stockholders for monetary damages arising from the director's breach of a fiduciary duty as a director, with certain limited exceptions.

Pursuant to the provisions of Section 145 of the Delaware General Corporation Law, every Delaware corporation has the power to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding (other than an action by or in the right of the corporation) by reason of the fact that he is or was a director, officer, employee or agent of any corporation, partnership, joint venture, trust or other enterprise, against any and all expenses, judgments, fines and amounts paid in settlement and reasonably incurred in connection with such action, suit or proceeding. The power to indemnify applies (a) if such person is successful on the merits or otherwise in the defense of any action, suit or proceeding, or (b) if such person acted in good faith and in a manner he reasonably believed to be in the best interest, or not opposed to the best interest, of the corporation and with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful.

The power to indemnify applies to actions brought by or in the right of the corporation as well, but only to the extent of defense and settlement expenses and not to any satisfaction of a judgment or settlement of the claim itself, and with the further limitation that in such actions no indemnification shall be made in the event of any adjudication unless the court, in its discretion, believes that in the light of all the circumstances indemnification should apply.

To the extent any of the persons referred to in the two immediately preceding paragraphs is successful in the defense of the actions referred to therein, such person is entitled, pursuant to Section 145, to indemnification as described above.

Our Restated Certificate of Incorporation and Amended and Restated Bylaws specifically provide for indemnification of officers and directors to the fullest extent permitted by the Delaware General Corporation Law.

Item 16 Exhibits and Financial Statements

See the Exhibit Index, which is incorporated herein by reference.

Item 17 Undertakings

The undersigned registrant hereby undertakes:

(a) to file, during any period in which it offers or sells securities, a post-effective amendment to this registration statement:

(1) to include any prospectus required by section 10(a)(3) of the Securities Act of 1933.

(2) to reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20% change in the maximum aggregate offering price set for the in the “Calculation of Registration Fee” table in the effective registration statement.

(3) to include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement;

provided, however, that paragraphs (a)(1), (a)(2) and (a)(3) do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in periodic reports filed with or furnished to the Securities and Exchange Commission by EZCORP pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 that are incorporated by reference in the Registration Statement, or is contained in a form of prospectus filed pursuant to Rule 424(b) that is part of the Registration Statement.

(b) that, for the purpose of determining any liability under the Securities Act of 1933, EZCORP will treat each post-effective amendment as a new registration statement relating to the securities offered therein, and the offering of the securities at that time to be the initial bona fide offering thereof.

(c) to remove from registration by means of a post-effective amendment any of the securities that remain unsold at the termination of the offering.

(d) for the purposes of determining any liability under the Securities Act of 1933, each filing of EZCORP's annual report pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934 shall be deemed to be a new registration statement relating to the securities offered herein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(e) Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers, and controlling persons of EZCORP pursuant to the foregoing provisions of this registration statement, or otherwise, EZCORP has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act of 1933 and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by EZCORP of expenses incurred or paid by a director, officer or controlling person of EZCORP in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, EZCORP will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act of 1933 and will be governed by the final adjudication of such issue.

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Dan N. Tonissen and Joseph L. Rotunda, or either of them, as his true and lawful attorney-in-fact and agent with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this registration statement, and to file the same with all exhibits thereto, and all documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorney-in-fact and agent, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agent or his substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, EZCORP, Inc., certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized in the City of Austin, State of Texas, on November 14, 2008.

EZCORP, INC.

/s/ Joseph L. Rotunda
Joseph L. Rotunda
President and Chief Executive Officer

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons, in the capacities and on the dates indicated.

Date: November 14, 2008

/s/ Sterling B. Brinkley
Sterling B. Brinkley, Chairman of the Board and Director

Date: November 14, 2008

/s/ Joseph L. Rotunda
Joseph L. Rotunda, Chief Executive Officer, President (Principal Executive Officer) and Director

Date: November 14, 2008

/s/ Dan N. Tonissen
Dan N. Tonissen, Senior Vice President, Chief Financial Officer, Assistant Secretary (Principal Financial and Accounting Officer) and Director

Date: November 14, 2008

/s/ Thomas C. Roberts
Thomas C. Roberts, Director

Date: November 14, 2008

/s/ Gary Matzner
Gary Matzner, Director

Date: November 14, 2008

/s/ Richard M. Edwards
Richard M. Edwards, Director

Date: November 14, 2008

/s/ Richard D. Sage
Richard D. Sage, Director

Date: November 14, 2008

/s/ William C. Love
William C. Love, Director

EXHIBIT INDEX

Exhibit	Description
2.1*	Asset Purchase Agreement by and among Pawn Plus 1, LLC, Pawn Plus 2, LLC, Pawn Plus 3, LLC, Pawn Plus 4, LLC, Pawn Plus 5, LLC, Pawn Plus 6, LLC, Pawn Plus 7, LLC, Pawn Plus 8, LLC, ASAP Pawn, LLC, Craig A McCall, Inc., The Pawn Place, Inc., Craig McCall and EZPAWN Nevada, Inc.
3.1	Conformed Amended and Restated Certificate of Incorporation of EZCORP, incorporated by reference to Exhibit 3.1 to the Registration Statement on Form S-4 filed by EZCORP on September 26, 2008 (File No. 333-153703).
3.2	Bylaws of EZCORP, incorporated by reference to Exhibit 3.2 to the Registration Statement on Form S-1 effective August 23, 1991 (File No. 33-41317).
3.3	Amendment to the Bylaws, incorporated by reference to Exhibit 3.3 to EZCORP's Quarterly Report on Form 10-Q for the quarter ended June 30, 1994 (File No. 000-19424).
4.1	The description of EZCORP's Common Stock and Common Stock Rights as set forth in EZCORP's Form 8-A Registration Statement filed with the Commission on July 24, 1991, including any amendment or report filed for the purpose of updating such description.
4.2	Specimen of Class A Non-voting Common Stock certificate of the Company, incorporated by reference to Exhibit 4.1 to the Registration Statement on Form S-1 effective August 23, 1991 (File No. 33-41317).
5.1*	Opinion of Strasburger & Price, L.L.P., as to the validity of the shares being offered.
10.1*	Consulting Agreement between EZPAWN Nevada, Inc., and Craig A. McCall dated September 25, 2008.
10.2*	Right of First Refusal Agreement between Pawn Plus 1, LLC, Pawn Plus 2, LLC, Pawn Plus 3, LLC, Pawn Plus 4, LLC, Pawn Plus 5, LLC, Pawn Plus 6, LLC, Pawn Plus 7, LLC, Pawn Plus 8, LLC, The Pawn Place, Inc., and ASAP Pawn, LLC, Craig McCall and EZPAWN Nevada, Inc., dated October 10, 2008.
10.3*	Form of Bill of Sale and Assignment.
23.1*	Consent of BDO Seidman, LLP.
23.2*	Consent of Strasburger & Price, L.L.P. (included in Exhibit 5.1).
24.1*	Power of Attorney (included on signature page).

* Filed with this Form S-3.

EXHIBIT 2.1

AMENDED AND RESTATED

ASSET PURCHASE AGREEMENT

BY AND AMONG

Pawn Plus 1, LLC, Pawn Plus 2, LLC, Pawn Plus 3, LLC,
Pawn Plus 4, LLC, Pawn Plus 5, LLC, Pawn Plus 6, LLC,
Pawn Plus 7, LLC, Pawn Plus 8, LLC, ASAP Pawn, LLC,
Craig A. McCall, Inc., and
The Pawn Place, Inc.,

Craig A. McCall,

and

EZPAWN Nevada, Inc., and EZCORP, Inc.

DATED AS OF OCTOBER 24, 2008

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Exhibit A	Facilities
Schedule 2.01(j)	Accounts and Notes Receivable
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Schedule 2.01(m)	Other Assets
Schedule 2.07	Financing Arrangements between Purchaser and Sellers
Schedule 3.06	Other Holdings
Schedule 5.03	Consents and Approvals
Schedule 5.12	Liabilities
Schedule 5.13	Title to and Condition of Assets and Property
Schedule 5.17	Employee Benefits
Schedule 5.18	Employees
Schedule 7.08	Consulting Agreement
Schedule 7.09	Right of First Offer Agreement
Schedule 8.04(a)	Lease Terms
Schedule 8.04(b)	Lease Forms
Schedule 8.06	Opinion of Counsel

AMENDED AND RESTATED ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT ("***Agreement***") dated effective as of October 24, 2008 (the "***Effective Date***"), is by and among Pawn Plus 1, LLC, Pawn Plus 2, LLC, Pawn Plus 3, LLC, Pawn Plus 4, LLC, Pawn Plus 5, LLC, Pawn Plus 6, LLC, Pawn Plus 7, LLC, Pawn Plus 8, LLC, ASAP Pawn, LLC, each a Nevada limited liability company (the "***Limited Liability Companies***"), and The Pawn Place, Inc. and Craig A. McCall, Inc., both Nevada corporations, (collectively, "***Sellers***" or, individually, each a "***Seller***"), Craig A. McCall ("***McCall***"), EZPAWN Nevada, Inc., a Delaware corporation, or its permitted assigns ("***Purchaser***") and EZCORP, Inc., a Delaware corporation.

BACKGROUND

The parties entered into the original Asset Purchase Agreement effective as of September 4, 2008. The parties have agreed to amend and restate the Agreement as provided herein.

Sellers owns assets and operates eleven (11) pawnshop businesses in Nevada at the locations identified on **Exhibit "A"**, attached hereto and incorporated herein by reference (collectively, the "***Facilities***").

Sellers desire to sell and Purchaser desires to purchase certain assets of Sellers used in the operation of the pawnshop businesses (collectively, the "***Business***") at the Facilities on the terms and conditions set forth in this Agreement. Purchaser intends to continue to conduct a pawnshop business at each of the Facilities, to include without limitation, at its discretion, the offering of auto title loans and other short-term consumer loans.

McCall is the sole shareholder of Craig A. McCall, Inc., one of the Sellers defined above which owns the payday loan and title loan portion of the businesses. McCall and Kathryn M. McCall, as Trustees of the Craig and Kathryn McCall trust, u/a/d 4/15/98 (the "***McCall Family Trust***") is the sole shareholder of ASAP AUTO PAWN, INC., which is the owner of all the membership interests in the Limited Liability Companies included as Sellers as well as all the stock in The Pawn Place, Inc., one of the Sellers.

In consideration of the mutual promises of the parties; in reliance on the representations, warranties, covenants, and conditions contained in this Agreement; and for other good and valuable consideration, the parties agree as follows:

AGREEMENT

ARTICLE 1
DEFINITIONS

1.01. **Specific Definitions**. Unless otherwise stated in this Agreement, the following terms shall have the following meanings:

"***Affiliate***": Any Person that, directly or indirectly, controls, or is controlled by, or under common control with, another Person. For the purposes of this definition, "control" (including the terms "controlled by" and "under common control with"), as used with respect to any Person,

means the power to direct or cause the direction of the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities or by contract or otherwise.

"***Affiliated Group***": Any affiliated group within the meaning of Code section 1504(a) or any similar group defined under a similar provision of state, local, or foreign law.

"***Agreement***": As defined in the opening paragraph hereof.

"***Applicable Laws***": All applicable provisions (domestic or foreign) of all (i) constitutions, treaties, statutes, laws (including the common law), rules, regulations, ordinances, codes and Orders of or with any Governmental Body, and (ii) Governmental Approvals. Without limiting the foregoing, Applicable Laws include, without limitation, all federal, state and local laws, regulations, rules, statutes, orders, ordinances and requirements, and specifically include, without limitation, the Bank Secrecy Act, the U.S.A. Patriot Act, the Gramm-Leach-Bliley Act, the Consumer Reporting Employment Clarification Act, the Consumer Collection Credit Act, the Fair Debt Collection Practices Act, the Fair Credit Reporting Act, the Americans With Disabilities Act, all truth-in-lending related laws, all gun and firearm laws, all laws of each state and locality in which Sellers or any of Sellers' Affiliates or franchisees do business that are applicable to employers, pawnbrokers, jewelers, second-hand goods dealers, payday lenders, check cashers and title lenders, all state and federal franchising and business opportunity laws, all usury and consumer protection related laws, all federal, state and local tax laws, all applicable zoning and licensing laws, all environmental and human health and safety laws, all other federal, state and local laws, regulations, rules, statutes, orders, ordinances and requirement, together with all regulations, rules, orders and requirements promulgated under each of the foregoing.

"***Assets***": As defined in Section 2.01 hereof.

"***Audits***": As defined in Section 2.05(a) hereof.

"***Audit Commencement Date***": As defined in Section 2.05(b) hereof.

"***Auto Title Loan Principal Balance***": The aggregate auto title loan principal balance for current Auto Title Loans outstanding and those less than or equal to ninety (90) days past due.

"***Auto Title Loans***": The lawful, bona-fide, third-party, arm's length, consumer loans, as defined by Nevada Revised Statutes §604A.105, for which security interest in an automobile or possession of an automobile title serves as collateral for the loan.

"***Benefit Plan***": As defined in Section 5.17 hereof.

"***Bill of Sale***": As defined in Section 10.01(a) hereof.

"***Business***": As defined in the section of this Agreement titled "Background."

"***Claims***": Any allegation made against any Seller or any of the Assets which alleges that such Seller is responsible to the claimant or that the Assets are subject to the claimant's allegation.

"***Closing***": As defined in Section 2.09 hereof.

"***Closing Cash Consideration***": As defined in Section 2.03(a) hereof.

"***Closing Date***": As defined in Section 2.09 hereof.

"***Code***": The Internal Revenue Code of 1986, as amended.

"***Consent***": Any consent, approval, authorization, action, waiver, permit, grant, franchise, concession, agreement, license, exemption or Order of, registration, certificate, declaration or filing with, or report or notice to, any Person (including foreign Persons), including any Governmental Body.

"***Consulting Agreement***": As defined in Section 7.08 hereof.

"***Consumer Loan Agreements***": As defined in Section 2.01(b) hereof.

"***Consumer Loans***": Pawn Loans, Deferred Deposit Loans, and Auto Title Loans, as such terms are defined herein.

"***Customer Data***": All of Sellers' customer lists, lists of potential customers, sales records (including pricing information and customer contractual status), other customer records, telephone and fax numbers, email addresses and other customer data (including credit data) relating to the Business.

"***Damages***": Any and all damages, claims, obligations, demands, assessments, penalties, fines, liabilities (joint or several), costs (including compliance costs), punitive damages, losses, diminution in value, defenses, judgments, suits, proceedings, disbursements and expenses (including disbursements, expenses and reasonable fees of attorneys, accountants, consultants and other professional advisors and of expert witnesses, costs of investigation and preparation, litigation and costs of settlement) of any kind whatsoever, whether fixed or contingent, suffered or incurred by a Person.

"***Deferred Deposit Loans***": The lawful, bona-fide, third-party, arm's length, consumer loans, as defined by Nevada Revised Statutes §604A.050, in which a lender provides a consumer a sum of money in exchange for a the customer's authorization to (1) hold a check for a specified amount until a certain date or (2) debit the customer's account in a specified amount on a certain date.

"***Dispute***": As defined in Section 2.04(a) hereof.

"***Disputed Amount***": As defined in Section 2.04(b) hereof.

"***Due Diligence Document Request***": As defined in Section 4.02(a) hereof.

"***Effective Date***": As defined in the opening paragraph hereof.

"***Environmental Law***": All Applicable Laws and any judicial or administrative interpretations thereof relating to the protection of the environment, to human health and safety, or relating to the emission, discharge, generation, processing, storage, holding, abatement, existence, release, threatened release or transportation of any Hazardous Materials or waste, including (i) the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, the Clean Air Act, the Toxic Substances Control Act, the Federal Water Pollution Control Act, the Endangered Species Act and the Occupational Safety and Health Act, (ii) all other requirements pertaining to the reporting, licensing, permitting, investigation or remediation of emissions, discharges, releases or threatened releases of Hazardous Materials or Solid Waste into the air, surface water, ground water or land, or relating to the manufacture, processing, distribution, use, sale, treatment, receipt, storage, disposal, transport or handling of Hazardous Materials or Solid Waste, and (iii) all other requirements pertaining to the protection of the health and safety of employees or the public.

"***EZPW Stock***": As defined in Section 2.03(b) hereof.

"***Facilities***": As defined in the section of this Agreement titled "Background," and "Facility" means any one of the eleven (11) Facilities therein identified.

"***Governmental Approval***": Any Consent of, from or with any Governmental Body.

"***Governmental Body***": Any court or any federal, state, municipal or other governmental department, commission, board, bureau, agency, authority or instrumentality, domestic or foreign.

"***Hazardous Material***": Any waste, substance, material, smoke, gas or particulate matter which is at or above levels that would trigger clean-up or remediation under Environmental Laws that: (i) is or contains asbestos, urea formaldehyde foam insulation, polychlorinated biphenyls, petroleum or petroleum-derived substances or wastes, radon gas, or related materials, toxic molds (ii) requires investigation, removal, regulation or remediation under any Environmental Law, or is defined, listed or identified as a "hazardous waste" or "hazardous substance" thereunder, or (iii) is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous or dangerous or is regulated by any Governmental Body or Environmental Law.

"***Holdback Account***": As defined in Section 2.03(c) hereof.

"***Holdback Claim***": As defined in Section 2.04(a) hereof.

"***Holdback Funds***": As defined in Section 2.03(c) hereof.

"***Including***" or "***Includes***": Means including without limitation or includes without limitation.

"***Inventory Valuation***": The Value of inventory, including layaway items.

"***Knowledge***": The terms "knowledge," "awareness," and "belief" and any similar term or words of like import shall mean (i) the current actual knowledge, awareness or belief of a

Sellers with respect to the subject matter of the representation and/or warranty being given; (ii) such knowledge or awareness that a reasonably prudent individual would be expected to have, discover or become aware of with respect to the subject matter of the representation and/or warranty being given or in the course of conducting the Business.

"***Lease Assignment***": As defined in Section 8.04 hereof.

"***Leases***": As defined in Section 2.01(h) hereof.

"***Lessor***": As defined in Section 5.24 hereof.

"***Liability***": Any commitments, debts, liabilities, obligations (including contract and capitalization lease obligations), indebtedness, accounts payable and accrued expenses of any nature whatsoever (whether any of the foregoing are known or unknown, secured or unsecured, asserted or unasserted, absolute or contingent, direct or indirect, accrued or unaccrued, liquidated or unliquidated and/or due or to become due), including any liability or obligation for Taxes.

"***Lien***": All mortgages, deeds of trust, claims, liens, security interests, pledges, leases, conditional sale contracts, rights of first refusal, options, charges, liabilities, obligations, agreements, easements, rights-of-way, powers of attorney, limitations, reservations, restrictions, and other encumbrances of any kind.

"***Material Adverse Effect***": Any effect (individually or in the aggregate) that is, or could be reasonably expected to be materially adverse to the Business, manner of conducting the Business, general affairs, management, results of operations, condition (financial or otherwise), assets, liabilities, goodwill or prospects of the Business, the Facilities or the Assets, whether or not the result thereof would be covered by insurance, that will or could reasonably be expected to result in Damages of $5,000 or greater.

"***McCall***": As defined in the opening paragraph hereof.

"***Notices***": As defined in Section 11.03 hereof.

"***Operating Agreements***": As defined in Section 2.01(e) hereof.

"***Operative Documents***": This Agreement, the Bill of Sale, the Lease Assignment, the Consulting Agreement, the Right of First Offer Agreement, Sellers' Closing Certificate and all other agreements, instruments, documents, exhibits, schedules and certificates executed and delivered by or on behalf of Sellers or Purchaser at or before the Closing pursuant to this Agreement.

"***Opinion of Counsel***": As defined in Section 8.06 hereof.

"***Order***": Any order, ruling, verdict, writ, injunction, directive, decree, judgment, subpoena, award, mandate, restriction, decision or determination of, or agreement with, any Governmental Body.

"***Ordinary Course of Business***": An action taken by a Person will be deemed to have been taken in the Ordinary Course of Business only if: (a) such action is consistent with the past practices of such Person and is taken in the ordinary course of the normal day-to-day operations of such Person; (b) such action is not required to be authorized by the board of directors of a shareholders' meeting of such Person (or by any Person or group of Persons exercising similar authority) and is not required to be specifically authorized by the parent company (if any) of such Person; and (c) such action is similar in nature and magnitude to actions customarily taken, without any authorization by the board of directors or a shareholders' meeting (or by any Person or group of Persons exercising similar authority), in the ordinary course of the normal day-to-day operations of other Persons that are in the same line of business as such Person.

"***Pawn Loan Principal Balance***": The aggregate pawn loan principal balance for Pawn Loans with less than 100 days of unpaid interest and service charges due.

"***Pawn Loans***": The lawful, bona-fide, third-party, arm's length, collateralized consumer loans made in accordance with Nevada Revised Statutes §646.002 et seq.

"***Permits***": All permits, authorizations, qualifications, certificates, consents, approvals, registrations, variances, exemptions, rights-of-way, franchises, privileges, immunities, grants, ordinances, licenses, waivers and other rights of every kind and character (a) under any (i) Applicable Laws, (ii) Order or (iii) contract with any Governmental Body, or (b) granted by any Governmental Body.

"***Permitted Encumbrances***": (i) Liens for Taxes and assessments not yet due and payable or which are being challenged in good faith and with respect to which adequate reserves have been established in the financial statements provided by the Sellers; and (ii) landlord's liens created by statute and not by affirmative action of any landlord.

"***Person***": An individual, partnership, joint venture, corporation, company, limited liability company, bank, trust, unincorporated organization, Governmental Body or other entity or group.

"***Proceeding***": Any action, claim, suit, proceeding, litigation, arbitration, mediation, investigation, inquiry, complaint, grievance, review or notice or other process.

"***Products***": All products licensed, marketed or distributed by the Sellers as a part of the Business.

"***Properties***": The Business locations of Sellers specified in the section of this Agreement titled "Background" as the Facilities.

"***Purchase Price***": As defined in Section 2.03 hereof.

"***Purchaser***": As defined in the opening paragraph hereof.

"***Release***": Any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing of Hazardous Material into the indoor or outdoor environment, including, without limitation, the abandonment or discarding of barrels,

drums, containers, tanks, and other receptacles containing or previously containing any Hazardous Material.

"***Right of First Offer Agreement***": As defined in Section 7.09 hereof.

"***Sellers***": As defined in the opening paragraph hereof.

"***Sellers' Closing Certificate***": As defined in Section 8.07 hereof.

"***Taxes***": Any federal, state, local, or foreign income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental (including taxes under Code Section 59A), customs duties, capital stock, franchise, profits, withholding, social security (or similar), unemployment, disability, real property, personal property, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated, or other tax of any kind whatsoever, including any interest, penalty, or addition thereto, whether disputed or not.

"***Threatened***": Any matter or thing will be deemed to have been Threatened when used herein with respect to any party if that party has received notice from the Person to whom the threat is attributable or such Person's agents, which notice makes specific reference to and clearly identifies the matter or thing being threatened or that party observes an action by the Person to whom the threat is attributable or such Person's agents that in the exercise of reasonable and prudent business judgment would cause such party to believe that the matter or thing is being threatened.

"***Transaction***" or "***Transactions***": The acquisition of the Assets and the performance of the other covenants and the consummation of the transactions described in this Agreement.

"***Transaction Expenses***": The expenses incurred in connection with the preparation, negotiation, execution and performance of this Agreement, the other Operative Documents, and the consummation of the Transactions, including all fees and expenses of counsel and representatives.

"***Value***": As defined by Section 2.05(a) hereof.

1.02. **Other Definitions**. Other terms shall have the meanings ascribed to them elsewhere herein.

ARTICLE 2
SALE

2.01. **Sale of Assets**. Subject to the terms and conditions of this Agreement and for the consideration specified in Section 2.03 below, effective as of the Closing Date, Sellers agree to sell, convey, transfer, assign, and deliver to Purchaser, and Purchaser agrees to purchase and accept from Sellers, all of Sellers' right, title, and interest in, to and under all of Sellers' property and assets, real, personal or mixed, tangible and intangible, of every kind and description free and clear of all Liens except for the Permitted Encumbrances, including the following:

(a) All furniture, fixtures and equipment of Sellers located in and about the premises of the Facilities, including those listed on Schedule 2.01(a) hereto;

(b) Seller's right, title, and interest in and to the Pawn Loan agreements, Deferred Deposit Loan agreements, and Auto Title Loan agreements as listed in Schedule 2.01(b) (collectively, the "***Consumer Loan Agreements***"), excepting those Pawn Loan Agreements, Deferred Deposit Loan agreements and Auto Title loan agreements which are reasonably determined by Seller to be fraudulent or incomplete, are inadequately secured or are otherwise unenforceable.

(c) Sellers' inventory and merchandise in and about the premises of the Facilities, including any such inventory subject to a layaway sales contract ("***Inventory***"), including those described in Schedule 2.01(c) hereto;

(d) As permitted by Applicable Laws, all licenses and permits held by Sellers and relating to the operation of the Facilities and the Business and/or the authority to operate under such licenses;

(e) Sellers' right, title and interest in and to all assignable contracts and agreements relating to the operation of the Business and to the upkeep, repair, maintenance or operation of the Facilities and the Assets (the "***Operating Agreements***") which Purchaser has agreed to assume, if any, described on Schedule 2.01(e) hereto;

(f) All of Seller's utility and other deposits, as described on Schedule 2.01(f) hereto;

(g) Sellers' telephone numbers and other intangible assets as agreed upon by the Parties;

(h) Leasehold rights and interests (the "***Leases***"), and other contractual rights and interests, of Sellers, approved and accepted by Purchaser, described on Schedule 2.01(h) hereto;

(i) All of Sellers' Customer Data;

(j) Sellers' accounts and notes receivable described on Schedule 2.01(j) hereto;

(k) Seller's Intellectual Property Assets described on Schedule 2.01(k) hereto;

(l) Sellers' books and records related to the Business; and

(m) Any other assets identified and mutually agreed upon by Sellers and Purchaser, as reflected on Schedule 2.01(m) attached hereto, save and except cash, which Sellers shall retain.

All of the property and assets to be transferred to Purchaser under this Agreement are referred to collectively as the "***Assets***". Sellers and Purchaser acknowledge that operation of the

Business in the Ordinary Course of Business shall cause the Inventory, Pawn Loans outstanding, Auto Title Loans outstanding, and Deferred Deposit Loans outstanding to change between the Effective Date and the Closing. Sellers shall provide updated schedules containing accurate depiction of the Assets as of the Closing. Purchaser is not assuming any liabilities of Seller, except as expressly provided for in Section 2.02 of this Agreement.

2.02. **Liabilities**. The transfer of the Assets pursuant to this Agreement shall not include the assumption by Purchaser of any Liability related to the Assets which arose prior to the Closing Date. Purchaser is not assuming, and is not agreeing to pay for, any of the Liabilities of Sellers, except for those Liabilities arising on or after the Closing Date under the Leases, the Operating Agreements and other contracts assumed by Purchaser pursuant to this Agreement, provided that such Liabilities do not relate to any breach that occurred prior to the Closing Date. The parties may by mutual agreement provide for the payment of any Liabilities arising prior to the Closing Date from out of the Closing Cash Consideration due to the Sellers at Closing, and a deduction of a like amount of any such payment from the funds due to be paid to the Sellers in respect of the Closing Cash Consideration.

2.03. **Consideration for Sale**. In consideration of the sale and transfer of the Assets of Sellers and the representations, warranties, and covenants of Sellers set forth in this Agreement, Purchaser shall pay the sum of $34,500,000 (subject to any applicable adjustments as provided in this Agreement) (the "***Purchase Price***") as follows:

(a) The sum of $16,240,000 of the Purchase Price (the "***Closing Cash Consideration***") to the Sellers, which shall be paid at Closing (subject to any applicable adjustments pursuant to Section 2.06 of this Agreement);

(b) The sum of $17,250,000 of the Purchase Price will be paid by transfer of Class A Non-voting Common Stock of EZCORP, Inc. ("***EZPW Stock***"), to Sellers, as determined by the closing price of EZPW Stock as of close of market the day before the Closing Date;

(c) The sum of $1,000,000 of the Purchase Price (the "***Holdback Funds***") shall be deposited at Closing into one or more interest-bearing holdback accounts controlled by Purchaser or its designated Affiliate (the "***Holdback Account***");

(d) The sum of $10,000 of the Purchase Price to be paid at Closing to ASAP Auto Pawn, Inc. a Nevada corporation, as consideration for the Right of First Offer Agreement among Purchaser, McCall, and Affiliates of Seller.

2.04. **Holdback Funds.** The Holdback Funds shall remain in the Holdback Account for a period of up to twelve (12) months after the Closing Date in accordance with the following terms and conditions:

(a) The Holdback Funds shall remain in one or more segregated accounts controlled exclusively by Purchaser strictly in accordance with this Section 2.04. In the event any Liability or Damages arise against Purchaser, which Liability or Damages are reasonably attributable to Sellers' operation prior to the Closing of the Business, the Facilities, the Assets, the Consumer Loans, the Leases, or any and all other matters

contemplated by this Agreement, Purchaser shall give Notice to Sellers specifying in reasonable detail the nature and dollar amount of such Liability or Damages (a "***Holdback Claim***"). Purchaser may withdraw the dollar amount specified in such Notice from (and only to the extent of) the Holdback Funds not sooner than fifteen (15) days after the date such Notice is given, unless Sellers, before the expiration of such fifteen (15) days after the date of such Notice issues a written Notice of dispute of such Holdback Claim ("***Dispute***") and provides written evidence documenting such Dispute. In the event that Sellers notify Purchaser of a Dispute, Sellers agree within five (5) days of Notice of the Dispute to provide Purchaser with reasonable access to Sellers books and records to research such Dispute. Sellers and Purchaser agree to reasonably resolve such Dispute within fifteen (15) days of Sellers Notice of the Dispute. Should the Dispute not be resolved within fifteen (15) days, Sellers and Purchaser agree within five (5) days to mutually agree upon an independent arbiter to resolve such Dispute.

(b) Upon the expiration of six (6) months from the Closing Date, Purchaser shall disburse to Seller, from the Holdback Funds, the amount of $500,000, minus any amount in dispute between the parties ("***Disputed Amount***"); *provided, however*, if Purchaser has any Holdback Claims within the first six (6) month period after the Closing Date, and such Holdback Claims, together with any Disputed Amount, do not exceed $500,000, Purchaser shall disburse to Seller, from the Holdback Funds, the difference between $300,000 and the sum of the Holdback Claims and Disputed Amount; *provided further, however*, if the sum of Purchaser's Holdback Claims and the Disputed Amount exceed $500,000 during the first six (6) month period after the Closing Date, no Holdback Funds shall be released to Seller upon expiration of such six (6) month period.

(c) Upon the expiration of twelve (12) months from the Closing Date, all remaining Holdback Funds, if any, and any interest accrued thereon, shall be disbursed to Sellers. Purchaser shall bear all costs associated with the Holdback Funds.

(d) Purchaser need not first exhaust any of its remedies against Sellers or McCall prior to seeking and obtaining release of any of the Holdback Funds. Sellers and McCall shall remain jointly and severally liable to Purchaser for any losses suffered by Purchaser attributable to said Liability or Damages.

2.05. **On-premises Audits.** The Consumer Loan Balance and Inventory Valuation shall be verified and determined by on-premises audits, review of Sellers' financial statements and other due diligence documents, and negotiation between the Parties.

(a) Immediately prior to the Closing, Purchaser will conduct a complete and thorough audit and examination of Sellers' Business at each Facility, including a review of inventory, pledged goods, Consumer Loans, layaway merchandise, firearm transactions, and all records and documents relating thereto at each Facility (the "***Audits***"). As the result of each Audit, Purchaser and Sellers shall reasonably agree upon the Pawn Loan Principal Balance and Auto Title Loan Principal Balance, the Inventory Valuation, and the value of furniture, fixtures, and equipment. For purposes of the Inventory Valuation, the value of an item is the purchase price paid by Sellers associated with the contract for purchase or purchase transaction for the item ("***Value***"); provided,

however, if Purchaser acting in a commercially reasonable manner determines that the Value for a particular item is higher or lower than the amount Purchaser would reasonably attribute to any particular item in the normal course of operating Purchaser's own pawnshops, then Purchaser and Sellers shall act reasonably, diligently and in good faith to mutually agree upon an adjustment (either upward or downward) to such Value with respect to the item or contract for purchase in question; and provided further, however, if Purchaser requests an adjustment to the Value of an item or contract for purchase and the parties cannot agree on such an adjustment in accordance with the foregoing provisions, then the adjustment shall be finally determined to be the Value that a reasonably prudent pawnbroker with business experience and sophistication similar in scope and nature to the experience and sophistication of Purchaser and Sellers would reasonably attribute to the item or contract for purchase in question. If necessary, the parties, acting diligently, in good faith and in a commercially reasonable manner will appoint an independent pawnbroker that meets the qualifications set forth above to assist the parties with determining the cost of an item or Pawn Loan and in such event, such independent pawnbroker's decision on the Value of the item or contract for purchase in question shall be final.

(b) The Parties agree that it is expected to take approximately three (3) days for Purchaser to complete the Audit. The date Purchaser commences the Audit shall be deemed the "***Audit Commencement Date***."

(c) The Parties agree to cooperate with each other to ensure that from the Audit Commencement Date for each Facility through the Closing Date, the Business is operated by Sellers in the Ordinary Course of Business, and Sellers agrees to afford Purchaser adequate opportunity to oversee the operation of the Business during such period, which could include, without limitation, having a representative of Purchaser present in each Facility for the purpose of overseeing the operations of the Facility from the Audit Commencement Date until the Closing Date.

(d) For all periods between the Audit Commencement Date and the Closing Date, the Parties agree to cooperate with each other to ensure an orderly transfer of the Business on the Closing Date, collection of all applicable income of each party and the payment of all applicable expenses attributable to each party in accordance with this Agreement.

(e) If the Audit Commencement Date occurs, but the Closing does not occur, Purchaser will reasonably cooperate with Sellers to promptly remove all evidence that all or any portion of the Audit took place. Purchaser will reasonably cooperate with Sellers to prevent any unreasonable interference to the Business by Purchaser's Audit

2.06. **Adjustments to the Purchase Price.** The Parties agree to make the following adjustments to the Purchase Price, if applicable. All such adjustments shall be made to the Closing Cash Consideration portion of the Purchase Price, as follows:

(a) If as of the Closing Date, the total of the Pawn Loan Principal Balance and the Auto Title Loan Principal Balance is less than $7,820,000 by more than 5%, then the

Purchase Price will be decreased on a dollar-for-dollar basis by the difference between the two values in excess of 5%. A difference between these two values of less than 5% will not result in an adjustment of the Purchase Price. Conversely, if as of the Closing Date, the total of the Pawn Loan Principal Balance and the Auto Title Loan Principal Balance exceeds $7,820,000 by more than 5%, then the Purchase Price will be increased on a dollar-for-dollar basis by the difference between the two values in excess of 5%. A difference between these amounts of less than 5% will not result in an adjustment of the Purchase Price.

(b) If as of the Closing Date, the Inventory Valuation is less than $2,210,000 by more than 5%, then the Purchase Price will be decreased on a dollar-for-dollar basis by the difference between the two values in excess of 5%. A difference between these two values of less than 5% will not result in an adjustment of the Purchase Price. Conversely, if as of the Closing Date, the Inventory Valuation exceeds $2,210,000 by more than 5%, then the Purchase Price will be increased on a dollar-for-dollar basis by the difference between the two values in excess of 5%. A difference between these amounts of less than 5% will not result in an adjustment of the Purchase Price.

(c) The Purchase price will be increased by the amount of Sellers' utility and other deposits, as listed on Schedule 2.01(f) hereto.

(d) The Purchase Price will be reduced by the amount of layaway deposits for all merchandise subject to an outstanding layaway contract with payment not more than 15 days past due as of the Closing Date.

(e) The Purchase Price will be adjusted by expenses paid by Sellers and Purchaser as described in Section 10.04 of this Agreement.

2.07. **Repayment of Loans and Advances.** Purchaser has made a loan to Sellers that is evidenced by a promissory note listed on Schedule 2.07. Purchaser may provide additional financing arrangements, directly or indirectly, to Sellers or to third parties for the benefit of Sellers prior to Closing including loans, loan guarantees, loan commitments, purchase of outstanding loan obligations, letters of credit or other similar arrangements. Schedule 2.07 shall be amended from time to time prior to Closing to reflect the entry of any such additional financing arrangement. Each such financing arrangement, including the principal and any interest, fees or other payments thereon, shall constitute a Liability which must be paid at or prior to Closing by the Sellers. Purchaser in its discretion may repay any such outstanding financing arrangement directly and credit the amount of such payment against the Purchase Price.

2.08. **Allocation of Purchase Price**. The allocation of the Purchase Price among the Assets of Sellers will be mutually agreed by Sellers and Purchaser, which agreement shall not be unreasonably withheld. For the purposes of determining the allocation of the Purchase Price, Purchaser shall, within a reasonable time prior to the filing deadline required by Applicable Laws, provide Sellers with a completed IRS Form 8594, *Asset Acquisition Statement*. Sellers and Purchaser shall reasonably agree to the contents of IRS Form 8594 prior to filing. The parties agree to file all Tax returns and Tax reports in a manner consistent with and in accordance with such allocation. In any proceeding related to the determination of any Tax,

neither Purchaser nor Sellers shall contend or represent that such allocation is not a correct allocation.

2.09. **Closing**. Subject to the terms and conditions of this Agreement, the closing of the sale and the transfer of the Assets (the "***Closing***") shall occur at a date and place mutually agreed upon by the Parties, within fourteen (14) days after Purchaser is granted the necessary Permits and Lease Assignments to operate the Business and the Facilities and Purchaser has had an opportunity to perform the Audits to Purchaser's satisfaction (the "***Closing Date***"). If the Closing has not occurred by November 30, 2008, either party shall be entitled to terminate this Agreement upon Notice to the other party, in accordance with Section 11.15.

ARTICLE 3
COVENANT NOT TO COMPETE

3.01. **Covenant Not to Compete**. In consideration of the Transactions contemplated by this Agreement, each Seller jointly and severally agrees that for a period of 5 years, it will not within the State of Nevada (a) compete against Purchaser or any of its Affiliates; (b) reestablish or reopen any business or trade involved in the business of making pawn loans, deferred deposit loans, auto title loans, the purchasing of customers' merchandise or the selling of used merchandise obtained through the forfeiture of collateral for loans; (c) solicit or otherwise intentionally entice Purchaser's current or future employees to engage in business with Sellers or become an employee of Sellers or an Affiliate of Sellers in the business of making pawn loans, deferred deposit loans, auto title loans, the purchasing of customers' merchandise or the selling of used merchandise obtained through the forfeiture of collateral for loans; (d) indirectly enable or support, including without limitation, leasing retail property to, any business or trade involved in the business of making pawn loans, deferred deposit loans, auto title loans, the purchasing of customers' merchandise or the selling of used merchandise obtained through the forfeiture of collateral for loans; (c) in any manner become interested, directly or indirectly, either as owner, partner, joint venturer, agent, stockholder (other than as a passive investor in less than one percent (1%) of any publicly traded equity securities) or otherwise in any such business or trade.

3.02. **Acknowledgments**. Sellers acknowledge that this Article 3 is ancillary to the sale of the Business and the goodwill held by the Business. Therefore, to protect the goodwill of Sellers, confidential information and Trade Secrets of Sellers, the Sellers agree to the restrictive covenants above relative to operations in Nevada only.

3.03. **Injunctive Relief.** If any Sellers fail to perform the above promises, Sellers and Purchaser will have the right to seek injunctive relief without posting any bond whatsoever seek to, restrain the Sellers from further violation, as well as attempt to seek damages and attorneys' fees.

3.04. **Assignability.** The rights set forth in this Article 3 will transfer to the successors and assigns of the business of Purchaser.

3.05. **Reformation**. Should any Governmental Authority find Article 3 to be unreasonable under the laws of its jurisdiction, then any finding requiring a shorter period of restriction, more restricted scope of prescribed activities or a smaller geographic location will

apply only to the jurisdiction of such Governmental Authority, and will not serve to amend the provisions of this Article 3 in any other jurisdiction.

3.06. **Other Holdings**. The parties acknowledge that McCall or entities partly or wholly owned by McCall own and operate, and will continue to own and operate, certain pawnshops outside of the State of Nevada, which are listed on Schedule 3.06 hereto and are not a party to this Agreement. The parties further acknowledge that Pawn Shop Management, LLC, ASAP Auto Pawn, Inc and Instant Auto Sales LLC operate in the State Nevada in the sale of motor vehicles and financing thereof, but not in the Pawn Loan, Deferred Deposit Loan, or Auto Title Loan businesses. The parties further acknowledge that McCall owns an ownership interest and sits on the Board of Directors of a bank chartered in Nevada, as listed on Schedule 3.06 hereto, which is not a party to this Agreement.

ARTICLE 4
DUE DILIGENCE

4.01. **Due Diligence Period**. Purchaser shall have until October 15, 2008 to complete, at Purchaser's sole cost and expense, Purchaser's due diligence regarding the Assets (the "***Due Diligence Period***"). During the Due Diligence Period, Purchaser shall:

(a) Commence the process of obtaining all necessary Permits and Consents necessary to operate the Business and the Facilities;

(b) Obtain the approval of this Agreement and the Transactions by its board of directors, which approval shall not be unreasonably withheld; and

(c) Obtain any necessary approval of this Agreement and the Transaction by all lenders of Purchaser and its Affiliates.

4.02. **Due Diligence Items**. Sellers shall deliver to Purchaser the following:

(a) All items requested on the due diligence document request to Sellers dated July 25, 2008 "(***Due Diligence Document Request***"), not previously delivered to Purchaser;

(b) A Uniform Commercial Code search which reflects that all of the Assets are free from any security interest other than those which shall be removed at or prior to Closing;

(c) A complete inventory of all tangible personal property owned or leased by Sellers and used in connection with the Business;

(d) A complete schedule of all outstanding Pawn Loans, Auto Title Loans, and Deferred Deposit Loans;

(e) Copies of all Phase I and other environmental reports on the Facilities and all copies of any other soil, engineering or environmental reports and appraisals relating to the Facilities in Sellers' possession, if any; and

(f) Copies of all warranties relating to the Assets.

ARTICLE 5
REPRESENTATIONS AND WARRANTIES OF SELLERS

Sellers hereby represent and warrant to Purchaser that the following is true, correct and complete as of the date of this Agreement and will be true, correct and complete through and as of the Closing:

5.01. **Organization and Standing of Sellers**. Each Seller is an entity duly organized, validly existing and in good standing under the laws of the State in which it was organized and is authorized and in good standing to conduct business in Nevada. Each Seller has full corporate power and authority to own and lease all of the properties and assets it now owns and leases and to carry on its business as now being conducted.

5.02. **Authority Relative to this Agreement**. Each Seller has full power and authority (corporate and otherwise) to execute, deliver and perform this Agreement (including execution, delivery and performance of the Operative Documents to which any Seller is a party) and to consummate the Transactions. The execution and delivery by Sellers of this Agreement and the Operative Documents, and the consummation of the Transactions, have been duly and validly authorized by the directors, managers, shareholders, and members of Sellers, as applicable, in accordance with Applicable Laws, and no other proceedings on the part of Sellers are necessary with respect thereto. This Agreement has been duly and validly executed and delivered by Sellers and constitutes the legal, valid and binding obligation of Sellers enforceable against Sellers in accordance with its terms. Sellers will take, and cause to be taken, all corporate or other action that is necessary for Sellers to complete the Transactions to be completed by Sellers pursuant to this Agreement.

5.03. **Consents and Approvals**. Except as identified in Schedule 5.03 attached hereto and incorporated herein, the execution, delivery and performance by Sellers of this Agreement and the Operative Documents and the consummation of the Transactions by Sellers requires no Consent or Order by, from or with any Governmental Body or action by any other Person.

5.04. **No Violations**. Neither the execution, delivery or performance of this Agreement or the Operative Documents by Sellers, nor the consummation by Sellers of the Transactions will (a) conflict with or result in any breach or violation of any provision of the articles of incorporation, bylaws, certificate of incorporation or regulations of Sellers, (b) result in a default, or give rise to any right of termination, cancellation or acceleration or loss of any material benefit under any of the provisions of any note, bond, mortgage, indenture, license, trust, agreement, lease or other instrument or obligation to which Sellers is a party or by which Sellers may be bound, (c) result in the creation or imposition of any Lien on any of the property of Sellers, including any Lien on any of the Assets, (d) violate any Order, Applicable Laws or Permit applicable to Sellers, the Business or the Assets, or (e) violate any territorial restriction on the business of Sellers or any noncompetition or similar arrangement.

5.05. **Compliance With Law**. Sellers, the Assets, and the Business are in compliance will all Applicable Laws. Sellers are not aware of, nor prior to the date hereof, have Sellers

received actual notice of, any past, present or future conditions, events, practices or incidents which could be reasonably expected to interfere in any material manner with or prevent compliance or continued compliance in all material respects with Applicable Laws after the Closing.

5.06. **Operational Licenses**. Each Seller currently maintains, and has at all times during its operation of each Business, maintained, at each Facility requiring such license in accordance with Applicable Laws, valid licenses to operate the Business at each Facility, including, but not limited to, a valid pawnshop license, auto title loan license, deferred deposit loan license, and federal firearms license.

5.07. **Pawnshop Transactions.** All Pawn Loans are lawful, bona-fide, third-party, arm's length transactions; each Seller has maintained record, which is complete and accurate in all in all material respects, of the amount loaned, the lawful finance charge to accrue thereon, renewals or extensions, if any, and an accurate description of the pledged goods as required by law. The daily transactions of each Seller as recorded on its books, records, and computer system are true and accurate in all material respects. All pawn collateral is stored and held in the possession and on the premises of the Facilities and protected by adequate security measures.

5.08. **Schedule of Inventory and Schedule of Consumer Loans.** The complete schedule of inventory, attached hereto as Schedule 2.01(b) and incorporated herein and schedule of outstanding Consumer Loans, attached hereto as Schedule 2.01(b) and incorporated herein are correct and complete in all respects.

5.09. **Deferred Deposit Loan Transactions.** All Deferred Deposit Loans are current, lawful, bona-fide, third-party, arm's length transactions. Each Seller has maintained a record, which is complete and accurate in all material respects, of the amount loaned, the lawful finance charge to accrue thereon, renewals or extensions. The Deferred Deposit Loan transactions of Sellers as recorded on its books, records, and computer system are true and accurate in all material respects and Sellers maintains all required documents and records related to such transactions.

5.10. **Auto Title Loan Transactions.** All Auto Title Loans are current, lawful, bona-fide, third-party, arm's length transactions. Each Seller has maintained a record, which is complete and accurate in all material respects, of the amount loaned, the lawful finance charge to accrue thereon, renewals or extensions, if any, an accurate description of the vehicle, a copy of the title, and all other necessary documents to perfect a security interest and collect on the loan. The Auto Title Loan transactions of Sellers as recorded on its books, records, and computer system are true and accurate in all material respects and Sellers maintains all required documents and records related to such transactions.

5.11. **Absence of Certain Changes**. Since the date of the latest schedule of Inventory, attached hereto as Schedule 2.01(c) and incorporated herein and schedule of Consumer Loans, attached hereto as Schedule 2.01(b) and incorporated herein, Sellers have (a) owned and operated the Assets and the Business in the Ordinary Course of Business and consistent with past practice and there has not been any Material Adverse Effect; and (b) not been or become actually aware of any fact which has or could have an Material Adverse Effect after Closing.

5.12. **Absence of Undisclosed Liabilities**. Except as identified in Schedule 5.12 attached hereto and incorporated herein, the Business has no Liability of any nature whatsoever (including any material Liabilities relating to or arising out of any act, omission, transaction, circumstance, sale of Products or services, state of facts or other condition that occurred or existed on or before the Closing, whether or not due or payable). The Business is not subject to any obligation or requirement to provide funds to or make any investment (in the form of a loan, capital contribution or otherwise) in any Person.

5.13. **Title to and Condition of Assets and Property**. Except as set forth on Schedule 5.13 hereto and incorporated herein:

(a) Sellers have good and marketable title to all Assets and, as of the Closing Date, such Assets will be free and clear of all Liens, except for the Permitted Encumbrances.

(b) The fixed assets of the Business (i) are in good operating condition and repair, subject to ordinary wear and tear, (ii) are fit in all material respects for the purposes for which they are being used and are capable of being used in the Business as presently being conducted without present need for any material repair or replacement except in the ordinary course of the Business, and (iii) except for such exceptions as will not materially affect the conduct of the Business, conform in all material respects with all Applicable Laws. No material item of maintenance, replacement or repair has been deferred or neglected. Sellers are not aware that any fixed assets need immediate replacement or significant repair.

(c) To Sellers' Knowledge, no Hazardous Material in violation of any Environmental Law exists in any structure located on or under the surface of any of the Properties owned, leased or otherwise used by Sellers.

(d) To Sellers' Knowledge, none of the Properties of Sellers used in the Business has been damaged by any casualty or act of God which, singularly or in the aggregate, would have a Material Adverse Effect, or been subject to any condemnation proceedings.

(e) To Sellers' Knowledge, none of the Properties are situated within a designated flood plain.

(f) To Sellers' Knowledge, Sellers currently do not have any Threatened Claims or Proceedings involving any Claims with respect to the Assets or any of them against any Person relating to the Business.

(g) Sellers have not received any notice from any governmental authority that the Facilities or any portion thereof is or will be subject to or affected by any condemnation or similar proceedings.

(h) No notices or requests have been received by Sellers from any insurance company issuing any insurance policies affecting the Facilities which have not been complied with.

(i) Sellers have disclosed to Purchaser any material construction defects affecting the foundation, roof, load-bearing structures and parking lot of the Facilities, except for any latent construction defects of which Sellers has no Knowledge.

(j) There are sufficient parking spaces on the Facilities to comply with all City ordinances and zoning requirements applicable to the Facilities as it is presently used.

5.14. **Pawn Loan Principal Balance and Auto Title Loan Principal Balance.** Sellers expressly represent that the total of the aggregate Pawn Loan Principal Balance and aggregate Auto Title Loan Principal Balance is not less than $6,500,000 as of the date of this Agreement and as of Closing.

5.15. **Inventory.** Sellers expressly represents that the Inventory Valuation for the Business is not less than $1,800,000 as of the date of this Agreement and as of Closing.

5.16. **Investigation or Litigation**. There is no Proceeding pending for which Sellers have been served with process or, to the Knowledge of Sellers, Threatened against, relating to or affecting Sellers, the Assets or the Business. Neither the Sellers, the Business, the Facilities nor the Assets are subject to any currently existing Proceeding by any Governmental Body or other Person. To the knowledge of the Sellers, there is no basis for the assertion of any Proceeding by any Governmental Body or any Person regarding any violation of any Environmental Law or any other Applicable Laws that would have a Material Adverse Effect on the operations of the Business.

5.17. **Employee Benefits.** With respect to Sellers, the employee benefit schedule attached as Schedule 5.17 contains a list of any employee benefit plan, within the meaning of Section 3.(3) of the Employee Retirement Income Security Act of 1974, as amended ("***ERISA***"), which Sellers and/or any ERISA Affiliate (as defined below) maintains, to which Sellers contributes or ever has contributed, to which Sellers is or ever has been obligated to contribute, or under which any employee, officer or director of Sellers is provided an employee benefit, and each other arrangement, program or plan pursuant to which any benefit is or shall be provided to an employee, officer or director and Sellers, including those providing any form of medical, health and dental benefits, severance pay and benefits continuation, vacation pay, post retirement welfare, life, accident, disability, bonus deferred compensation, commission and payroll practices (collectively, the "***Benefit Plans***"). For purposes hereof, an "***ERISA Affiliate***" is any trade or business whether or not incorporated, that together with Sellers, would be deemed a "single employee" within the meaning of ERISA Section 4001 or affiliated with Sellers within the meaning of Section 4149(b), (c), (m) or (o) of the Code.

5.18. **Employees**. Sellers has complied with all Applicable Laws relating to the employment of labor, including provisions thereof relating to wages, hours, equal opportunity, collective bargaining, health, safety and the payment of withholding, social security and other taxes relating to the Business. The employee schedule attached as Schedule 5.18 contains the names, title, date of hire, and current annual salary of all employees of Sellers relating to the Business as of the date hereof and showing separately for each such person the amounts paid or

payable (on an annualized basis) as salary, bonus or other incentive payments for the current fiscal year.

5.19. **Taxes**. All Taxes that are due and payable by Sellers, with respect to the Business, have been timely paid (and through the Closing will be timely paid), and Sellers have timely filed (and, through the Closing Date, will timely file) all Tax reports and returns required by Applicable Laws to be filed by them with respect to the Business. All such Tax reports and returns are true, complete and correct, with respect to the Business, in all material respects. Sellers are not delinquent in the payment of any Tax relating to the Assets and the Business. There is no Tax deficiency asserted against Sellers, with respect to the Assets or the Business, and there is no unpaid assessment, proposal for additional Taxes, deficiency or delinquency in the payment of any of the Taxes of Sellers relating to the Assets and the Business. There are no Tax Liens upon any of the Assets or any other properties or assets of Sellers relating to the Business (except for statutory liens for current Taxes not yet due) nor has notice been given of any event which could lead to any such Lien. No IRS, state or local audit, investigation or proceeding of Sellers is pending or threatened. All monies required for the payment of Taxes by any of Sellers relating to the Assets and the Business not yet due and payable with respect to the operations of Sellers through and including the Closing Date, have been accrued and entered upon the books of the Business. All monies required to be withheld by Sellers from employees, independent contractors, or others or collected from customers for income Taxes, social security and unemployment insurance Taxes and sales, excise and use Taxes with respect to the Business have been paid to the applicable Governmental Body. All accrued Taxes to be paid by Sellers to any Governmental Body with respect to the Business have been accrued and entered upon the books of Sellers. No Seller is currently the beneficiary of any extension of time within which to file any Tax return. No claim has ever been made by an authority in a jurisdiction where the Sellers does not file Tax returns that it is or may be subject to taxation by that jurisdiction. The Sellers have not waived any statute of limitations in respect of Taxes or agreed to any extension of time with respect to a Tax assessment or deficiency. None of the assumed Liabilities is an obligation to make a payment that will not be deductible under Code Section 280G. Sellers are not a party to any Tax allocation or sharing agreement. Sellers have not been a member of an Affiliated Group filing a consolidated federal income Tax return and has no liability for the Taxes of any person under Treasury Regulations Section 1.1502-6 (or any similar provision of state, local or foreign law), as a transferee or successor, by contract, or otherwise.

5.20. **Power of Attorney**. Sellers have not granted any outstanding power of attorney with respect to the Business or the Assets.

5.21. **Investments in Competitors**. Sellers do not own directly or indirectly any interest or have any investment or profit participation in any Person in Nevada that is a competitor or potential competitor of the Business.

5.22. **Solvency**. Sellers are not now insolvent, nor will Sellers be rendered insolvent by the consummation of the Transactions. In addition, immediately after giving effect to the Transactions, (i) Sellers will be able to pay its debts as they become due, (ii) Sellers will not have unreasonably small capital and will not have insufficient capital with which to conduct its present or proposed business, and (iii) taking into account pending and Threatened litigation, final judgments against any of Sellers in actions for money damages are not reasonably

anticipated to be rendered at a time when, or in amounts such that, Sellers will be unable to satisfy any such judgments promptly in accordance with their terms (taking into account the maximum probable amount of such judgments in any such actions and the earliest reasonable time at which such judgments might be rendered). The cash available to Sellers, after taking into account all other anticipated uses of the cash of Sellers, will be sufficient to pay all such judgments promptly in accordance with their terms. As used in this Section only, "***insolvent***" means, for any Person, that the sum of the present fair saleable value of its assets does not and/or will not exceed its debts and other probable liabilities, and the term "***debts***" includes any legal liability, whether matured or unmatured, liquidated or unliquidated, absolute, fixed or contingent, disputed or undisputed or secured or unsecured.

5.23. **No Brokers**. Sellers have not employed any broker, agent or finder or incurred any liability for any brokerage fees, commissions or finders' fees in connection with the Transactions, and Sellers shall indemnify Purchaser from and against any and all brokerage claims arising through Sellers. This indemnity shall survive Closing.

5.24. **Leases**. Sellers have delivered to Purchaser a true, correct and complete copy of each of the Leases (inclusive of all addenda, amendments, riders and exhibits thereto), and there are no other oral or written agreements, understandings or the like between each respective lessor (individually and collectively, the "***Lessor***") and Sellers relating to such Facilities, and the Leases are all in full force and effect. The Sellers are the only lessee with respect to each such eleven (11) Facilities under the Leases and no other person or legal entity has any right to use or occupy such Facilities. Sellers' interest in the Leases has not been assigned, mortgaged or encumbered in any way. The rent reflected in the Leases is accurate and has not been modified in any respect. There are no charges in arrears or unpaid and all rent is paid current under the Leases. No default exists under the terms of the Leases by either Lessor or Sellers and neither Lessor, to the Knowledge of Sellers, nor any Seller has committed any breach under the Leases.

5.25. **Environmental Matters**. To the Knowledge of Sellers, with respect to the Business, the Facilities and the Assets:

(a) The Assets, the Business and the Facilities comply with applicable Environmental Law;

(b) Sellers have timely obtained all Permits and other Consents and has timely filed all reports and other documents required by applicable Environmental Law relating to the Business and the Facilities and all such Permits and Consents are in full force and effect and Sellers is in compliance therewith;

(c) Neither any Seller nor any other Person has caused any Release, threatened Release or disposal of any Hazardous Material with respect to the Business and the Facilities;

(d) Sellers have received no notice and is not aware of any violation (whether alleged or proven), claim, demand, litigation, proceeding or governmental investigation (whether pending or Threatened) arising from applicable Environmental Law relating to

the Business, the Facilities, the Assets or Hazardous Materials which are or were present on or with respect to the Facilities; and

(e) No Lien relating to any applicable Environmental Law or Hazardous Materials has attached to the Assets or the Facilities.

5.26. **Insurance**. Sellers maintain insurance with respect to the Business, the Assets, and the Facilities. Sellers are in compliance with all requirements and provisions thereof. All such policies are in full force and effect.

5.27. **Franchise**. Sellers have not sold, granted or devised to any Person a franchise or franchise opportunity under any applicable franchise law, including a "***franchise business opportunity***" as that term is defined in the Trade Regulation of Franchising promulgated by the Federal Trade Commission.

5.28. **Trade Secrets and Customer Lists**. Sellers has the right to use, free and clear of any claims or rights of others, all of Sellers' trade secrets and customer lists, subject to applicable privacy laws and policies of Sellers, as disclosed by Sellers.

5.29. **Structures, Buildings, and Improvements**. To Sellers' Knowledge, all structures, buildings, and improvements related to the Facilities are structurally sound, with no material defects, are in compliance with all applicable ordinances, laws, and codes, are in good operating condition, save ordinary wear and tear, and are adequate for conducting the Business.

5.30. **Disclosure**. No representation or warranty of Sellers contained in this Agreement omits to state a material fact necessary in order to make the statements herein or therein, in light of the circumstances under which they were made, not misleading. No material event, transaction or information which has not been set forth in this Agreement has come to the attention of Sellers which could, as it relates to the Business, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect on Sellers, the Business, the Facilities or the Assets.

5.31. **Relocation.** The Parties acknowledge that Sellers are in the process of relocating the pawnshop located at 119 North 4th Street, Las Vegas, NV to the site located at 212 Las Vegas Blvd., Las Vegas, NV. Sellers and McCall warrant that the new location shall have a minimum square footage of 10,000 square feet for operation of a pawnshop business and all parking spaces allocated to the Business, which shall be a minimum of 25 parking spaces. The parties acknowledge that such relocation may be completed after Closing. Sellers and McCall agree to diligently pursue such relocation and to complete such relocation as soon as reasonably possible. Sellers and McCall further agree that all expenses associated with such relocation are to be paid by Sellers, regardless of whether or not such costs are incurred before or after the Closing.

ARTICLE 6
PURCHASER'S REPRESENTATIONS AND WARRANTIES

Purchaser represents and warrants to Sellers that the following is true, correct and complete as of the date of this Agreement and will be true, correct and complete through and as of the Closing:

6.01. **Organization and Standing of Purchaser**. Purchaser is an entity duly organized, validly existing, and in good standing under the laws of the state of Nevada, with power to own property and carry on its business as it is now being conducted.

6.02. **Authority Relative to this Agreement**. Purchaser has full power and authority to execute, deliver and perform this Agreement (including execution, delivery and performance of the Operative Documents to which Purchaser is a party) and to consummate the Transactions, subject to the conditions to Closing set forth in this Agreement. The execution and delivery by Purchaser of this Agreement and the Operative Documents, and the consummation of the Transactions, have been duly and validly authorized in accordance with Applicable Laws. This Agreement has been duly and validly executed and delivered by Purchaser and constitutes the legal, valid and binding obligation of Purchaser enforceable against Purchaser in accordance with its terms.

6.03. **No Brokers**. Purchaser has not employed any broker, agent or finder or incurred any liability for any brokerage fees, commissions or finders' fees in connection with the Transactions for which Sellers will be liable, and Purchaser shall indemnify Sellers against any and all broker's claims that may arise through Purchaser.

6.04. **Purchaser's Financial Capability**. Purchaser now has and on the Closing Date will have the financial capability to pay to Sellers the Purchase Price.

ARTICLE 7
COVENANTS

7.01. **Pre-Closing Covenants of Sellers**. Sellers covenants with Purchaser that from and after the date of this Agreement until the Closing Date, Sellers will:

(a) **Business Operations**. Operate the Business and conduct activities (including activities related to Taxes) in the Ordinary Course of Business not introduce any material new method of management, operation, or accounting.

(b) **Maintenance of Assets and Properties**. Maintain all Assets in as good a state of operating condition and repair as they are on the date of this Agreement, except for ordinary depreciation, wear, and tear.

(c) **Absence of Liens**. Not sell, pledge, lease, mortgage, encumber, dispose of, or agree to do any of these acts regarding any of the Assets, other than sale or disposition in the Ordinary Course of Business, without the prior written approval of Purchaser.

(d) **Maintain Insurance**. Keep in force all existing policies of insurance, or comparable replacement policies of insurance, covering Sellers' Business, Properties, and the Assets. It is agreed that Sellers shall be entitled to cancel all such insurance on the first business day following Closing.

(e) **Performance of Obligations**. Perform all of Sellers' obligations and not make any material amendment to such obligations under all agreements relating to or affecting Sellers' customers, Business, Properties, and the Assets.

(f) **Notification of Litigation**. Promptly notify Purchaser in writing of any outstanding or Threatened claims, legal, administrative, or other Proceeding, or Orders against or involving Sellers that could adversely affect the Transactions contemplated by this Agreement.

(g) **Operating Agreements**. Not modify, amend, cancel, or terminate any of the Operating Agreements for which Purchaser has notified Sellers that Purchaser desires to assume (provided that Sellers shall not be obligated to renew any Operating Agreements that expire in accordance with their terms). Prior to the Closing, Sellers may cancel (or modify to exclude or eliminate the Assets and Business therefrom) all Operating Agreements which Purchaser has not agreed to assume.

(h) **Preservation of Business**. Use Sellers' best efforts to preserve the Business intact, to keep available to Purchaser the services of the present employees of Sellers (provided that Purchaser is not obligated to hire any employees of Sellers), and to preserve for Purchaser the goodwill of the suppliers, customers and others having business relations with Sellers.

(i) **Inventory of Assets**. Cooperate with Purchaser in connection with Purchaser's performance of Audits at the Facilities commencing within three (3) days prior to Closing.

(j) **Assistance with Employment**. Cooperate with and assist Purchaser in the negotiation of any employment agreements with employees of Sellers, if any, which Purchaser may determine in its sole and absolute discretion, are necessary and key for Purchaser to retain after the Closing for the ongoing operations of the Business. Notwithstanding the foregoing, Purchaser shall have, and is under, no obligation to retain, hire, or assume any of Sellers' employees.

(k) **Exclusive Dealing**. Sellers covenants and agrees that, until the Closing:

(i) Neither Sellers nor any officers, directors, Affiliates, employees, managers, members, representatives or agents for Pawn Plus shall (a) directly or indirectly solicit, initiate or participate in any way in discussions or negotiations with, provide any nonpublic information or assistance to or enter into any agreement with, any person or group of persons (other than Purchaser, its Affiliates or its representatives) concerning (i) any acquisition of Sellers, any securities of Sellers or any part of the assets or properties of Sellers outside of the Ordinary Course of Business of Sellers or (ii) any merger, consolidation, liquidation, dissolution, or similar transaction involving Sellers, or (b) assist or participate in, facilitate or encourage any effort or attempt by any other person to do or seek to do any of the foregoing.

(ii) Each Seller will promptly provide Notice to Purchaser if it is approached with respect to, or otherwise made aware of, any such solicitation, discussions or inquiries.

(l) **Purchaser's Securities**. Neither Sellers, nor any of Sellers' officers, directors, shareholders, managers, or members shall directly or indirectly trade in the securities of Purchaser or Purchaser's Affiliates.

7.02. **Preclosing Covenant of Purchaser; Purchaser's Application for Permits**. Purchaser will promptly apply for and diligently pursue all Permits necessary to operate the Business as soon as practicable. If Purchaser fails to close its purchase of the Assets pursuant to this Agreement, Purchaser will promptly cancel all related Permit applications.

7.03. **Investigation of Business and Properties**. Sellers agree to allow and cooperate with Purchaser to make or cause to be made such investigation of the Business and Assets of Sellers and of their financial and legal condition as appropriate or advisable to familiarize itself therewith. Sellers agrees to furnish Purchaser and its employees, officers, agents, investment bankers, accountants, counsel and other representatives with all business records, financial records, operating information, tax returns, working papers, files, memoranda of its public accountants and other data and information concerning the Business and the Assets and commitments of Sellers with respect to the Business and the Assets as Purchaser shall from time to time reasonably request and will afford Purchaser and its employees, officers, accountants, attorneys, agents, investment bankers and other authorized representatives access to review such documents and their books and records regarding the Assets and the Business and will be given opportunity to ask questions of, and receive answers from, representatives of Sellers with respect to such matters.

7.04. **Further Assurances**. Subject to the terms and conditions herein provided, each of the parties hereto agrees to use all commercially reasonable efforts to do all things necessary, proper or advisable under Applicable Laws and regulations to consummate and make effective the Transactions contemplated by this Agreement, the Operative Documents, including the obtaining of all Consents and Orders by any Governmental Body or other Person required in connection therewith and initiating or defending any legal action that is necessary or appropriate to permit the Transactions to be consummated. At any time after the Closing Date, if any further action is necessary, proper or advisable to carry out the purposes of this Agreement, then, as soon as is reasonably practicable, each party to this Agreement shall take, or cause its proper officers to take, such action. Each party hereto further agrees to cooperate fully with the other party after the consummation of the Transactions for the purpose of providing Purchaser with the information and access to information necessary to ensure Purchaser with a reasonably smooth transition into the ownership of the Business. No party to this Agreement shall take or cause to be taken any action that would cause the representations or warranties expressed herein to be untrue or incorrect on the Closing Date. Sellers and McCall shall provide transitional assistance to Purchaser after the Closing Date as reasonably necessary for Purchaser to operate the Business and in a manner mutually agreed upon by the Parties. The post-closing obligations of this paragraph shall survive the Closing.

7.05. **Agreement Regarding Brokers**. Each party agrees that it will pay or dispute, and hold the other party harmless from, any claims of brokers or others for finder's or brokerage fees asserted as a result of representations by such party to such brokers or others, regardless of whether the existence of such brokers or others are disclosed herein.

7.06. **Notice**. Sellers shall promptly give Notice to Purchaser upon becoming aware of the occurrence or failure to occur, or of any event that would cause or constitute, any of its representations or warranties being or becoming untrue or any of its covenants being breached.

7.07. **Money, Mail, Etc**. Purchaser, on the one hand, and Sellers, on the other hand, each further agree from and after the Closing Date to promptly deliver to the other any monies, checks or other instruments of payment to which the other party is entitled hereunder (including any monies related to the accounts receivable of Sellers), together with a reasonable accounting therefor. Purchaser, on the one hand, and Sellers, on the other hand, each agree to promptly deliver to the other the original of any mail or other communication received by such party after the Closing Date which should properly be the property of the other.

7.08. **Consulting Agreement.** On or before Closing, Sellers shall cause McCall to and McCall shall enter into a consulting agreement with Purchaser, which consulting agreement will be in the same form and substance as that attached hereto as Schedule 7.09 and incorporated herein by reference, to be contingent upon closing the Transactions in such form and effect reasonably acceptable to Purchaser (the "***Consulting Agreement***"). By virtue of his execution of this Agreement, McCall hereby agrees to enter into such Consulting Agreement.

7.09. **Right of First Offer.** On or before Closing, McCall and Sellers shall cause Sellers' Affiliate companies, owners of pawnshop businesses in Arizona, to grant Purchaser or its designee a right of first offer for the purposes of such pawnshop businesses in Arizona, which shall be in the same form and substance as that, attached hereto in Schedule 7.10 and incorporated herein by reference (the "***Right of First Offer Agreement***"). Such Right of First Offer Agreement shall include existing Arizona pawnshop businesses, as well as all future pawnshop businesses in the State of Arizona owned by, controlled by, or under common control or ownership of, whether directly or indirectly, McCall, Sellers, or Affiliates of Sellers.

7.10. **Office Space.** Purchaser shall allow McCall to maintain his existing office space presently located at 3010 S. Valley View Blvd., Las Vegas, NV 89102 while McCall diligently obtains suitable office space, but in no event for a period greater than for ninety (90) days after the Closing Date.

7.11. **Registration Statement**. The EZCORP Stock to be delivered to the Sellers pursuant to Section 2.03(b) will, at closing, constitute "restricted securities" as that term is defined by Rule 144(a)(3) promulgated by the Securities and Exchange Commission (17 C.F.R. §230.144(a)(3). Except for restrictions on transfer imposed by federal and state securities laws, the EZCORP Stock shall be subject to no other restrictions on transfer. EZCORP shall prepare and file a registration statement with the SEC as soon as practicable after the Closing, but in no event later than five business days after the Closing, covering the resale of all of the EZPW Stock delivered to the Sellers pursuant to Section 2.03(b). EZCORP will use its best commercial efforts to obtain effectiveness of the registration statement as soon as possible. Once the

registration statement is effective, the EZCORP Stock to be delivered to the Sellers pursuant to 2.03(b) will no longer constitute "restricted securities" as that term is defined in 17 C.F.R. §230.144(a)(3). All expenses incident to EZCORP's performance of or compliance with this Section, including without limitation all registration and filing fees, fees and expenses of compliance with securities or blue sky laws, printing expenses, messenger and delivery expenses, and fees and disbursements of counsel for EZCORP and other Persons retained by the Company, will be borne by EZCORP.

ARTICLE 8
CONDITIONS TO PURCHASER'S OBLIGATION TO CLOSE

The obligation of Purchaser to Close under this Agreement is subject to each of the following conditions (any one of which may, at the option of Purchaser, be waived by Purchaser) existing on the Closing Date, or such earlier date as the context may require.

8.01. **Representations and Warranties**. Each of the representations and warranties of Sellers in this Agreement, the disclosures contained in the exhibits and schedules, to this Agreement, and any amendment thereto, and all other information delivered under this Agreement shall be true in all material respects at and as of the Closing Date as though each representation, warranty, and disclosure were made and delivered at and as of the Closing Date.

8.02. **Compliance With Conditions**. Sellers shall comply with and perform all agreements, covenants, and conditions in this Agreement that are required to be performed and complied with by each of them before or coincident with the Closing.

8.03. **No Proceedings or Violations**. No Proceeding, legal or administrative, by any Governmental Body or Person relating to any of the Transactions contemplated by this Agreement shall be overtly Threatened or commenced and no violation of Applicable Laws shall have occurred with respect to the Business, the Assets or the Facilities that, in the reasonable discretion of Purchaser and its counsel, would prohibit or materially impair Purchaser from Closing this Transaction.

8.04. **Leases**. Sellers shall have caused Lessors to enter into lease agreements or lease assignments ("***Lease Assignments***") with Purchaser and shall have delivered to Purchaser such lease agreements or Lease Assignments the terms of which shall be for a minimum of five years from the Closing Date with at least an additional two five-year options to extend. The lease rates for such agreements or assignments shall be at no more than the lease rates disclosed by Sellers to Purchaser on Schedule 8.04(a) hereto and incorporated herein by reference. Purchaser is aware that certain of the Properties are owned by Persons not affiliated with McCall or Sellers (referred to in this section 8.04 as the "***Third Party Landlords***"). In the event that Sellers fail to cause such Third Party Landlords to enter into the lease agreements or Lease Assignments with Purchaser in accordance with this Section 8.04, Purchaser's sole and exclusive remedy shall be to Terminate this Agreement pursuant to Section 11.15. The leases for properties owned directly or indirectly by McCall shall be in substantially the same form and substance as those in Schedule 8.04(b) hereto.

8.05. **Permits**. Purchaser shall have received all necessary Permits and shall have obtained all necessary Consents to operate the Business and the Facilities.

8.06. **Opinion of Counsel**. Purchaser shall have received an opinion of counsel (the "***Opinion of Counsel***") to the Sellers in connection with this Agreement, dated as of the Closing Date, and in such form as the Opinion of Counsel attached hereto as Schedule 8.06 and incorporated herein by reference.

8.07. **Sellers' Closing Certificate**. Sellers shall have delivered to Purchaser a Closing Certificate (the "***Sellers' Closing Certificate***") dated the Closing Date signed by an officer of Sellers to the effect that the conditions in Sections 8.01, 8.02 and 8.03 have been satisfied.

8.08. **Sellers' Authority Certificates**. Sellers shall have delivered to Purchaser an officer's certificate dated the Closing Date signed by an officer of Sellers certifying to (a) the due adoption by the board of directors and shareholders or the managers and members (as the case may be) of Sellers of resolutions reasonably satisfactory to the Purchaser approving the execution and delivery of this Agreement, the Operative Documents and the consummation of the Transactions, (b) the incumbency of the officers of Sellers executing this Agreement and any of the Operative Documents, and (c) such other matters as Purchaser may reasonably request.

8.09. **Operative Documents and Other Closing Documents**. Sellers shall have executed and delivered (or shall have caused the execution and delivery by its applicable Affiliate of) the Operative Documents to be delivered by Sellers (or its applicable Affiliate) to Purchaser and all other documents required to be delivered by Sellers to Purchaser under Section 10.01.

ARTICLE 9
CONDITIONS TO SELLERS' OBLIGATION TO CLOSE

The obligation of Sellers to Close under this Agreement is subject to each of the following conditions (any one of which, at the option of Sellers, may be waived in writing by Sellers) existing on the Closing Date.

9.01. **Corporate Action**. All corporate action necessary to consummate the transactions contemplated in this Agreement shall be properly taken by Purchaser.

9.02. **Compliance With Conditions**. Purchaser shall comply with and perform all agreements, covenants, and conditions in this Agreement that are required to be performed and complied with by Purchaser before or coincident with the Closing.

9.03. **No Proceedings or Violations**. No Proceeding, legal or administrative, by any Governmental Body or Person relating to any of the Transactions contemplated by this Agreement shall be overtly Threatened or commenced and no violation of Applicable Laws shall have occurred with respect to the Business, the Assets or the Facilities that, in the reasonable discretion of Sellers and their counsel, would prohibit or materially impair Sellers from Closing the Transactions.

9.04. **Purchaser's Authority Certificate**. Purchaser shall have delivered to Sellers an Officer's Certificate dated the Closing Date signed by an officer of Purchaser certifying to (a) the due adoption by the Board of Directors of Purchaser of resolutions reasonably satisfactory to Sellers approving the execution and delivery of this Agreement, the Operative Documents and the consummation of the Transactions, and (b) the incumbency of the President, Secretary and other officers of Purchaser executing this Agreement and any of the Operative Documents.

ARTICLE 10
PARTIES' OBLIGATIONS AT THE CLOSING

10.01. **Sellers' Obligations at the Closing**. At the Closing, Sellers shall execute, if appropriate, and shall deliver to Purchaser:

(a) A Bill of Sale and Assignment in a form acceptable to Purchaser sufficient to convey to Purchaser all rights, title, and interest in and to all of the Assets being sold to Purchaser under the terms of this Agreement (the "***Bill of Sale***");

(b) An assignment of agreement regarding the Operating Agreements which Purchaser has agreed to, if any; listed on Schedule 2.01(e).

(c) Lease agreements or lease assignment agreements for all of the Facilities;

(d) The Sellers' Closing Certificate;

(e) A certification in a form to be provided or approved by Purchaser, signed by Sellers under penalties of perjury, containing the information required under Code Sections 807 and 1445 and the Treasury Regulations promulgated thereunder, including without limitation, the following: (i) Sellers' U.S. Taxpayer Identification Number; (ii) the address of Sellers; and a statement that Sellers are not a foreign persons within the meaning of Sections 1445 and 7701 of the IRC (i.e., Each Seller is not a nonresident alien, foreign corporation, foreign partnership, foreign trust or foreign estate, as those terms are defined in the Code and applicable regulations);

(f) The Opinion of Counsel;

(g) All of Sellers' records and other documentation in the possession of Sellers necessary to operate and to use all Assets being sold to Purchaser in this Agreement;

(h) The Consulting Agreement;

(i) The Right of First Offer Agreement;

(j) Sellers' authority certificates specified in Section 8.08 hereof;

(k) The Assets, subject only to the Permitted Encumbrances;

(l) Such other documents as are reasonably required to consummate the Transaction.

10.02. **Purchaser's Obligations at Closing**. At the Closing, Purchaser shall and deliver:

(a) A certified or cashier's check or wire transfer of funds (i) in the amount of $16,240,000 (less or plus credits and adjustments, as specified herein) payable to Sellers as the Closing Cash Consideration for the Assets (ii) in the amount of $10,000 payable to ASAP Auto Pawn, Inc. as consideration for the Right of First Offer Agreement; (iii) in the amount of $1,000,000 to an separately segregated account as Holdback Funds as specified herein;

(b) EZPW Stock valued at $17,250,000 as determined by the closing price of EZPW Stock as of close of market the day before the Closing Date;

(c) Purchaser's authority certificate specified in Section 9.04 hereof;

(d) Lease agreements or lease assignment agreements for all of the Facilities; and

(e) Such other documents as are reasonably required to consummate the transactions contemplated hereby.

10.03. **Contingencies.** This agreement is contingent upon the satisfaction of the following conditions:

(a) Conveyance of the Assets to Purchaser or its permitted assigns unencumbered and exclusive of any and all liabilities, known or unknown, of Sellers or any related party, other than a Permitted Encumbrance;

(b) Execution and delivery of assignments of the Leases and any other contracts approved and accepted by Purchaser for the Business.

10.04. **Payment of Expenses**. Sellers shall pay at or prior to Closing all sums owed to suppliers, vendors, contractors and any other third parties pertaining to the Business and the Assets incurred prior to the Closing, including all amounts owing under the Operating Agreements. Ad valorem taxes (if any), personal property taxes, charges and assessments, utility charges and other operating expenses pertaining to the Business and the Facilities shall be prorated at the Closing, effective as of the Closing Date, based upon actual days involved, with amounts attributable to the period ending on the Closing Date to be the responsibility of Sellers and amounts attributable to the period beginning after the Closing Date to be the responsibility of Purchaser. All other income and ordinary operating expenses for or pertaining to the Business and the Facilities, including, but not limited to, public utility charges, percentage rent under the Lease based on each party's sales from such leased location, and all other normal operating charges of the Facilities, shall be prorated at Closing effective as of the Closing Date. All of Sellers' insurance policies covering casualty or liability losses at the Facilities will be canceled at Closing and Purchaser will be responsible thereafter. All maintenance and service contract

expenses (whether or not service is continued by Purchaser) and utility charges shall be determined to the date of the Closing and paid by Sellers to the extent such charges and expenses are ascertainable on the Closing Date. If such charges and expenses are unavailable on the Closing Date, a readjustment shall be made within thirty (30) days following the availability of meter readings and accurate bills and figures. Should the actual amounts of any proration items differ from the amounts utilized at Closing, the parties shall make a readjustment within thirty (30) days of the discovery of any such difference. In connection with the proration of ad valorem taxes (if any) and assessments, in the event that actual figures for the year of Closing are unavailable on the Closing Date, an estimated proration shall be made utilizing figures from the preceding year, with said proration to be adjusted in cash between the parties, based on actual taxes and assessments for the year of Closing, at the time such actual taxes and assessments are determined and available.

10.05. **Transaction Expenses**. Sellers shall be responsible for the payment of all items herein agreed to be paid by Sellers. Purchaser shall be responsible for the payment of all items herein agreed to be paid by Purchaser, including without limitation, the payment of (i) all costs and expenses related to Purchaser's due diligence, inspections and investigations pursuant hereto and (ii) all recording fees. Each party shall pay its own Transaction Expenses. In the event of termination of this Agreement, the obligation of each party to pay its own Transaction Expenses will be subject to any rights of such party arising from a breach of this Agreement by another party.

ARTICLE 11
GENERAL PROVISIONS

11.01. **Intellectual Property**. Sellers grants to Purchaser the unrestricted right to use in Nevada in substantially the same manner as Sellers is using in the Ordinary Course of the Business the trade name, trademarks, service marks, assumed and fictitious names, copyrights, pawn and deferred deposit operating software which Sellers owns or has a valid right or license to use. Purchaser acknowledges that Sellers own and may use in states other than Nevada any of the following names: Pawn Plus, USA Pawn & Jewelry Co., ASAP Pawn, ASAP Loans and Pawn Place. Sellers further acknowledge that ASAP Auto Pawn, Inc and Instant Auto Sales LLC shall continue to operate in Nevada the sale of motor vehicles and financing thereof, but not in the Pawn Loan, Deferred Deposit Loan, or Auto title Loan businesses.

11.02. **Survival of Representations, Warranties, and Covenants**. The representations, warranties, covenants, and agreements of the parties contained in this Agreement or contained in any writing delivered pursuant to this Agreement shall survive the Closing.

11.03. **Notices**. All notices, demands, or other communications of any type (herein collectively referred to as "***Notices***" or univocally as "***Notice***") given by the Sellers to the Purchaser or by the Purchaser to the Sellers, whether required by this Agreement or in any way related to the Transaction contracted for herein, shall be void and of no effect unless given in accordance with the provisions of this Section 11.03. All Notices shall be in writing and delivered to the person to whom the notice is directed, either (a) by telephonic facsimile communication, with proof of successful transmission, (b) by United States Mail, as a registered or certified item, return receipt requested or (c) nationally recognized overnight or local courier

service. Any of the Notices may be delivered by the parties hereto or by their respective attorneys. Any notice delivered by telephonic facsimile communication shall be deemed effective the same day it is transmitted if by 5:00pm Austin, Texas time, and the following day if after 5:00pm. Notices delivered by overnight or local courier shall be effective upon receipt. Notices delivered by registered or certified mail shall be deemed effective two (2) days after being deposited in a post office or other depository under the care or custody of the United States Postal Service, enclosed in a wrapper with proper postage affixed, with return receipt requested, or on the date of refusal to accept delivery of the notice, and addressed as follows:

If to Sellers: Mr. Craig McCall
3010 S. Valley View Blvd
Las Vegas, NV 89102
Fax: (702) 248-9087

With copy to: Marquis & Aurbach
Attention: Phil S. Aurbach, Esq.
10001 Park Run Drive
Las Vegas, NV 89145
Fax: (702) 382-5186

If to Purchaser: EZPAWN Nevada, Inc.
Attn: General Counsel
1901 Capital Parkway
Austin, TX 78746
Fax: (512) 314-3463

With copy to: Strasburger & Price, LLP
Attn: James T. Cameron
600 Congress Avenue, Suite 1600
Austin, TX 78701
Fax: (512) 499-3660

Either party hereto may change the address for notice specified above by giving the other party five (5) days advance written notice of such change of address.

11.04. **Assignment of Agreement**. This Agreement shall be binding on and inure to the benefit of the parties to this Agreement and their respective successors and permitted assigns. This Agreement may not be assigned by either party without the prior written consent of the other party, and any attempt to make any such assignment without consent is void.

11.05. **Governing Law**. This Agreement and the exhibits, schedules, and other attachments hereto are performable in Clark County, Nevada and shall be construed and governed by the laws of the State of Nevada.

11.06. **Amendments; Waiver**. This Agreement may be amended only in writing by the mutual consent of all of the parties, evidenced by all necessary and proper corporate authority. No waiver of any provision of this Agreement shall arise from any action or inaction of any

party, except an instrument in writing expressly waiving the provision executed by the party entitled to the benefit of the provision.

11.07. **Entire Agreement**. This Agreement, together with any documents and exhibits given or delivered pursuant to this Agreement, constitutes the entire agreement between the parties to this Agreement. No party shall be bound by any communications between them on the subject matter of this Agreement unless the communication is (a) in writing, (b) bears a date contemporaneous with or subsequent to the date of this Agreement, and (c) is agreed to by all parties to this Agreement. On execution of this Agreement, all prior agreements or understandings between the parties shall be null and void, including that certain letter of intent between Sellers and Purchaser dated July 23, 2008 except as provided therein.

11.08. **Sales and Transfer Taxes**. Sellers shall be responsible for and pay all sales, transfer, deed, duties, stamp and other similar taxes and transfer and recording fees applicable to the Transactions contemplated by this Agreement.

11.09. **Confidentiality and Non-Circumvention**. Purchaser and Sellers agrees that they will not disclose or in any way furnish any information relating or made available pursuant to this Agreement whatsoever, including but not limited to the amount of the Purchase Price and the terms and conditions of payment thereof to any other person or entity, nor shall they authorize, permit or in any way aid in such disclosure, except (i) in response to legal process not initiated by, on behalf of, or on advice of the party from which the information is sought or persons or attorneys acting on behalf of said party, or (ii) to the extent disclosure is required for tax purposes, or (iii) to the extent disclosure is required to be made in financial statements or to a court or other governmental entity, or (iv) to individuals or entities providing legal, accounting, tax or financial advice to a party, or (v) to financing sources, potential or otherwise, or (vi) to the extent reasonably necessary to (a) enforce any of the agreements and covenants contained in this Agreement or (b) enforce or enjoy any other rights or remedies. In the event that the Transactions contemplated by this Agreement does not Close for any reason, Purchaser agrees, on behalf of itself, its agents and permitted assigns, that it shall not, directly or indirectly, interfere or attempt to interfere with the Sellers, the Assets, the Business, the Facilities, the Properties, or any Affiliates of Sellers and Purchaser shall not, without the express written consent of the Sellers, solicit customers of Sellers through customer lists or other information made available to the Purchaser by the Sellers during the course of the negotiation of this Agreement and the Transactions contemplated herein, or that certain letter of intent between Sellers and Purchaser dated July 23, 2008. Notwithstanding anything to the contrary, Sellers and Purchaser acknowledge that advertisements, mailings, publications or other solicitations of general circulation and/or developed independently of any information furnished by Sellers are not in violation of this paragraph

11.10. **Risk of Loss**. Risk of all loss, destruction, or damage to the Assets, the Business or the Facilities, or any portion thereof, from any and all causes whatsoever until the Closing shall be borne by joint and severally Sellers. In the event that any portion of the Assets, the Business or the Facilities are damaged by fire or other casualty, or all or any portion of the Assets, the Business or the Facilities is condemned or taken by eminent domain by any competent authority for any public or quasi-public use or purpose, or preliminary steps in such condemnation for eminent domain proceedings shall have been taken before the Closing Date,

Sellers shall give immediate notice thereof to Purchaser. In such event, Purchaser, at its option, may either terminate this Agreement by written notice to Sellers within ten (10) days after Purchaser has received the notice referred to above or at the Closing, whichever occurs first. In the event that Purchaser fails to so terminate this Agreement as aforesaid, then the Closing shall take place as provided herein with abatement of the Purchase Price only to the extent that any insurance proceeds are paid or payable to any third parties other than Sellers or Purchaser, and Sellers shall assign to Purchaser at Closing all of the rights and interests of Sellers in and to any insurance proceeds or condemnation awards which may be paid or payable to Sellers on account of any such occurrence; provided, however, that Sellers shall pay to Purchaser in cash at Closing a sum equal to any amounts which are deductible under any existing insurance policies applicable to such occurrence.

11.11. **Indemnification**.

(a) **Indemnification by Sellers and McCall**. Sellers and McCall will joint and severally indemnify and hold harmless Purchaser and its Affiliates, subsidiaries, shareholders, officers, directors, employees, agents, successors, and assigns for any Damages incurred by Purchaser arising from:

(i) Any breach of any representation or warranty made by any Seller or McCall in this Agreement constituting a Material Adverse Effect;

(ii) Any breach by any Seller or McCall of any covenant or obligation of any Seller or McCall in this Agreement constituting a Material Adverse Effect; and

(iii) Any Liability arising out of the conduct of the Business and/or the ownership of the Assets prior to the Closing.

(b) **Purchaser's Indemnification**. Purchaser will indemnify and hold harmless Sellers and its Affiliates, subsidiaries, shareholders, officers, directors, employees, agents, successors, and assigns for any Damages incurred by Sellers arising from:

(i) Any breach of any representation or warranty made by Purchaser in this Agreement;

(ii) Any breach by Purchaser of any covenant or obligation of Purchaser in this Agreement; and

(iii) Any Liability arising out of the conduct of the Business and/or the ownership of the Assets on or after the Closing.

(c) **Limits on Indemnification**. The indemnified party shall not be entitled to assert a claim for recovery to the extent such claim was actually paid by insurance. Any indemnification hereunder shall be net of any insurance proceeds realized and any tax benefit attributable to such claim.

11.12. **Sellers' Environmental Indemnification**. Sellers agree to joint and severally indemnify, defend, and hold harmless Purchaser from all claims (including notices, information requests, demands, lawsuits, administrative proceedings, orders, cost recovery actions, contribution actions, enforcement actions) and Damages (a) arising out of or due to any misrepresentations in or breach of the representations or warranties of Sellers in Section 5.28 (Environmental Matters) hereof, and (b) to the extent they arise from, either directly or indirectly, conditions that existed or events that occurred on or prior to the Closing Date and which are caused by or result from in any way (i) the presence, Threatened Release or Release of Hazardous Materials at, on, from, beneath or about the Assets or any Properties; (ii) the alleged or actual violation of any Environmental Law related to the Assets or any of the Properties; or (iii) the generation, handling, transportation, treatment, storage or disposal of Hazardous Materials in, on or under the Assets.

Notwithstanding anything to the contrary in this Agreement, Purchaser does not waive and expressly retains all claims and causes of action it now has, or in the future may have, against Sellers under Environmental Law, including claims for contribution.

11.13. **Indemnification if Negligence of Indemnitee; No Waiver of Rights or Remedies**. **THE INDEMNIFICATION PROVIDED IN SECTION 11.11 WILL BE APPLICABLE WHETHER OR NOT THE SOLE, JOINT, OR CONTRIBUTORY NEGLIGENCE OF THE INDEMNIFIED PARTY IS ALLEGED OR PROVEN. THE PARTIES AGREE THE PRECEDING SENTENCE IS COMMERCIALLY CONSPICUOUS.** Each indemnified party's rights and remedies set forth in this Agreement will survive the Closing and will not be deemed waived by such indemnified party's consummation of the Transactions and will be effective regardless of any inspection or investigation conducted, or the awareness of any matters acquired (or capable or reasonably capable of being acquired), by or on behalf of such indemnified party or by its directors, officers, managers, employees, or representatives or at any time (regardless of whether notice of such knowledge has been given to indemnitor), whether before or after the Effective Date or the Closing Date with respect to any circumstances constituting a condition under this Agreement, unless any waiver specifically so states.

11.14. **Employees of Sellers**. Sellers acknowledges that Purchaser is under no legal obligation to employ any personnel presently employed by Sellers at the Facilities and that Purchaser shall not assume any obligation of Sellers to such employees, including, without limitation, any COBRA obligations. Purchaser may offer employment to such persons currently employed by Sellers with respect to the Business as Purchaser in its sole discretion shall determine. Purchaser shall have the absolute right to establish all terms and conditions of employment, including wages, benefits and benefit plans, for any employees of Sellers to whom it chooses to make an offer of employment to be employed by Purchaser. All such offers of employment shall be on the terms and conditions established by Purchaser and shall be contingent upon employment commencing with Purchaser. Sellers agrees not to discourage any such individuals who are offered employment by Purchaser from accepting employment with Purchaser, and in fact Sellers agrees to cooperate with and assist Purchaser with the negotiation of any employment agreements.

11.15. **Access prior to Closing Date.** During the time period between execution of that certain letter of intent by Sellers and Purchaser on July 23, 2008 until the termination of this Agreement, Sellers will afford Purchaser access, in a manner mutually agreed upon by the Parties to Sellers' personnel, properties, contracts, books, records, and all other documents and data. Sellers will provide access to its employees prior to the Closing Date, in a manner mutually agreed upon by the Parties, for Purchaser to discuss job opportunities with Sellers' employees. Sellers will fully cooperate in good faith with Purchaser in all aspects of Purchaser's evaluation, interviewing, and other analyses of Sellers' employees.

11.16. **Termination**. This Agreement may, by Notice given prior to or at the Closing, be terminated:

(a) By either Purchaser or Sellers if a material breach of any provision of this Agreement has been committed by the other party and such breach has not been waived or cured within ten (10) days after written notice of such breach has been provided to the breaching party by the non-breaching party;

(b) By Purchaser if any of the conditions in Article 7.01 has not been satisfied as of the Closing Date or if satisfaction of such a condition is or becomes impossible (other than through the failure of Purchaser to comply with its obligations under this Agreement) and Purchaser has not waived such condition on or before the Closing Date;

(c) By Sellers if any of the conditions in Article 7.02 has not been satisfied as of the Closing Date or if satisfaction of such a condition is or becomes impossible (other than through the failure of Sellers to comply with its obligations under this Agreement) and Sellers have not waived such condition on or before the Closing Date;

(d) By Sellers if any of the conditions in Article 9 has not been satisfied as of the Closing Date or if satisfaction of such a condition is or becomes impossible (other than through the failure of Sellers to comply with their obligations under this Agreement) and Sellers have not waived such condition on or before the Closing Date;

(e) By Purchaser if any of the conditions in Article 8 has not been satisfied as of the Closing Date or if satisfaction of such a condition is or becomes impossible (other than through the failure of Purchaser to comply with their obligations under this Agreement) and Purchaser has not waived such condition on or before the Closing Date;

(f) By Purchaser on or before October 15, 2008, if Purchaser determines as the result of its due diligence review, not to proceed with the Transaction;

(g) By mutual written consent of Purchaser and Sellers;

(h) By either Purchaser or Sellers if the Closing has not occurred (other than through the failure of any party seeking to terminate this Agreement to comply fully with its obligations under this Agreement) on or before November 30, 2008, or such later date as the parties may agree upon.

Each party's right of termination under this Section 11.15 is in addition to any other rights it may have under this Agreement or otherwise, and the exercise of a right of termination will not be an election of remedies. If this Agreement is terminated, all further obligations of the parties under this Agreement will terminate, except that the obligations in Sections 10.05 and 11.09 hereof will survive; provided, however, that if this Agreement is terminated by a party because of the breach of the Agreement by the other party or because one or more of the conditions to the terminating party's obligations under this Agreement is not satisfied as a result of the other party's failure to comply with its obligations under this Agreement, the terminating party's right to pursue all legal remedies will survive such termination unimpaired.

11.17. **Remedies**. All remedies of the parties provided herein shall, to the extent permitted by law, be deemed cumulative and not exclusive of any thereof or of any other remedies available to the parties, by judicial proceedings or otherwise, to enforce the performance or observance of the covenants and agreements contained herein, and every remedy given herein or by law to any party hereto may be exercised from time to time and as often as shall be deemed expedient, by such party.

11.18. **Arbitration**. If Sellers and Purchaser are unable to resolve a dispute arising out of or relating to this Agreement or any agreements relating hereto, including a claim based on or arising from an alleged tort, through good faith negotiation, then such dispute shall be referred to non-binding mediation before a mediator acceptable to both sides, provided, however, a dispute relating to infringement of intellectual property rights or confidentiality shall not be subject to this provision.

Any controversy or claim, other than those specifically excluded, between or among Sellers and Purchaser not resolved under the preceding provision, shall at the request of Sellers or Purchaser be determined by arbitration. The arbitration shall be conducted by one independent arbitrator who shall be a retired judge or attorney practicing in the areas of commercial law. The Arbitration shall be held in Clark County, Nevada in accordance with the United States Arbitration Act (Title 9, U. S. Code), notwithstanding any choice of law provision in this Agreement, and under the auspices and the Rules of Practice and Procedure for the Arbitration of Commercial Disputes of the Judicial Arbitration and Mediation Service, Inc./Endispute, Inc. ("***JAMS/Endispute***") then in effect. If JAMS/Endispute is unable or legally precluded from administering the arbitration, then it shall be conducted under the auspices and Commercial Arbitration Rules of the American Arbitration Association. Sellers and Purchaser may each serve a single request for production of documents. If disputes arise concerning these requests, the arbitrators shall have sole and complete discretion to determine the disputes. The arbitrator shall give effect to statutes of limitation in determining any claim, and any controversy concerning whether an issue is arbitrable shall be determined by the arbitrator. The arbitrator shall follow the law in reaching a reasoned decision and shall deliver a written opinion setting forth findings of fact, conclusions of law and the rationale for their decision. The arbitrator shall reconsider the decision once upon the motion and at the expense of a party to the arbitration. Any confidentiality and non-circumvention provisions of this Agreement shall apply to the arbitration proceeding, all evidence taken, and the opinion, which shall be confidential information of both Sellers and Purchaser. Judgment upon the decision rendered by the arbitrator may be entered in any court having jurisdiction.

No provision of this Section shall limit the right of Sellers or Purchaser to obtain provisional or ancillary remedies from a court of competent jurisdiction before, after, or during the pendency of any arbitration. The exercise of a remedy does not waive the right of either Sellers or Purchaser to resort to arbitration. The institution and maintenance of an action for judicial relief or pursuit of a provisional or ancillary remedy shall not constitute a waiver of the right of either Sellers or Purchaser to submit the controversy or claim to arbitration if the other party contests such action for judicial relief.

If either Sellers or Purchaser commences legal or arbitral proceedings to enforce the provisions of this Agreement, the prevailing party, as determined by the court or arbitrators, shall be entitled to recover, from the other party, reasonable costs incurred in connection with such enforcement, including but not limited to, attorneys' fees, expenses and costs of investigation and litigation/arbitration.

11.19. **Counterparts**. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original and all of which, when taken together, will be deemed to constitute one and the same Agreement.

11.20. **Time**. Time is of the essence with respect to the respective obligations of the Purchasers and Seller pursuant to this Agreement.

11.21. **Reservation of Rights**. Sellers and Purchaser reserve the right to have this Agreement reviewed by legal counsel of its choice once the Agreement and all attached Schedules are in final form, but prior to execution of the same.

11.22. **Construction**. The parties have participated jointly in the negotiation and drafting of this Agreement. If an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the parties and no presumption or burden of proof will arise favoring or disfavoring any party because of the authorship of any provision of this Agreement. Any reference to any federal, state, local, or foreign law will be deemed also to refer to Applicable Laws as amended and all rules and regulations promulgated thereunder, unless the context requires otherwise. The words "include," "includes," and "including" will be deemed to be followed by "without limitation." Pronouns in masculine, feminine, and neuter genders will be construed to include any other gender, and words in the singular form will be construed to include the plural and vice versa, unless the context otherwise requires. The words "this Agreement," "herein," "hereof," "hereby," "hereunder," and words of similar import refer to this Agreement as a whole and not to any particular subdivision unless expressly so limited. The parties intend that each representation, warranty, covenant, and condition contained herein will have independent significance. If any party has breached any representation, warranty, or covenant contained herein in any respect, the fact that there still exists another representation, warranty or covenant relating to the same or similar subject matter (regardless of the relative levels of specificity) which the party has not breached will not detract from or mitigate the fact that the party is in breach of the first representation, warranty, or covenant. If any condition to Closing contained herein has not been satisfied in any respect, the fact that there exists another condition relating to the same or similar subject matter (regardless of the relative levels of specificity) which has been satisfied shall not detract from or mitigate the fact that the first condition has not been satisfied.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Effective Date.

SELLERS:

Limited Liability Companies:

PAWN PLUS 1, LLC
PAWN PLUS 2, LLC
PAWN PLUS 3, LLC
PAWN PLUS 4, LLC
PAWN PLUS 5, LLC
PAWN PLUS 6, LLC
PAWN PLUS 7, LLC
PAWN PLUS 8, LLC
ASAP PAWN, LLC

By: _____
Craig A. McCall
Sole Manager of each Limited Liability Company

THE PAWN PLACE, INC.

By: _____
Craig A. McCall
President

CRAIG A. MCCALL, INC.

By: _____
Craig A. McCall
President

McCall:

_____
Craig A. McCall

PURCHASER:

EZPAWN Nevada, Inc.

By: _____
Daniel N. Tonissen
Senior Vice President

EZCORP, Inc.

By: _____
Daniel N. Tonissen
Senior Vice President

EXHIBIT 5.1

STRASBURGER & PRICE, LLP
600 Congress Avenue
Austin, Texas 78701
Telephone: 512-499-3600
Facsimile: 512-499-3660

November 14, 2008

EZCORP, Inc.
1901 Capital Parkway
Austin, Texas 78746

RE: Registration Statement on Form S-3

Gentlemen:

We have acted as counsel for EZCORP, Inc., a Delaware corporation (the "Company"), in connection with the registration under the Securities Act of 1933, as amended, of 1,116,505 shares of the Company's Class A Non-voting Common Stock, par value $0.01 per share (the "Shares"), as described in the Registration Statement on Form S-3 dated November 14, 2008 (the "Registration Statement"). The Shares will be issued to the Sellers, as defined below, in conjunction with the purchase of certain assets (the "Asset Purchase") by EZPAWN Nevada, Inc., a Nevada corporation and wholly owned subsidiary of the Company ("Purchaser"), from Pawn Plus 1, LLC, Pawn Plus 2, LLC, Pawn Plus 3, LLC, Pawn Plus 4, LLC, Pawn Plus 5, LLC, Pawn Plus 6, LLC, Pawn Plus 7, LLC, Pawn Plus 8, LLC, ASAP Pawn, LLC, each a Nevada limited liability company, and The Pawn Place, Inc. and Craig A McCall, Inc., both Nevada corporations (collectively, "Sellers"). The Asset Purchase is fully described in the Registration Statement and the asset purchase agreement between the Company, Purchaser and Sellers, as amended (the "Purchase Agreement").

We have examined the Registration Statement and originals or copies, certified or otherwise identified to our satisfaction, of the Certificate of Incorporation of the Company, as amended, the Bylaws of the Company, as amended, the Purchase Agreement, records of relevant corporate proceedings with respect to the offering of the Shares and such other documents and instruments as we have deemed necessary or appropriate as a basis for the opinions hereinafter expressed. In all such examinations, we have assumed the authenticity and completeness of all documents submitted as originals or duplicate originals, the conformity to original documents of all document copies, the authenticity of the respective originals of such latter documents, and the correctness and completeness of such certificates.

Based upon the foregoing and subject to the qualifications and assumptions set forth herein, it is our opinion that, upon the effectiveness of the Asset Purchase and when the Shares are issued as contemplated in the Purchase Agreement, all of the Shares will be legally issued, fully paid and non-assessable.

The opinions set forth above are limited exclusively to the Delaware Constitution, the General Corporation Law of the State of Delaware and reported judicial decisions interpreting such laws.

We hereby consent to the inclusion of this opinion in the Exhibits to the Registration Statement and to the reference made to us in the Registration Statement and Prospectus forming a part thereof under the caption "Legal Matters." Subject to the foregoing, this opinion is limited to the matters expressly set forth in this letter, as limited herein as of the date of this letter. In giving such consent, we do not

thereby admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act of 1933, as amended.

Very truly yours,

/s/ Strasburger & Price, LLP

STRASBURGER & PRICE, LLP

EXHIBIT 10.1

CONSULTING AGREEMENT

This Consulting Agreement (this "***Agreement***") is entered into as of September 25, 2008, by and between EZPAWN Nevada, Inc. ("***Client***"), and Craig McCall ("***McCall***").

RECITALS

WHEREAS, Client is in the pawn, consumer lending, and retail sales of used merchandise business, and Client, McCall and certain business entities owned by McCall have entered into an agreement under which the Client will purchase eleven pawnshops owned by Pawn Plus 1, LLC, Pawn Plus 2, LLC, Pawn Plus 3, LLC, Pawn Plus 4, LLC, Pawn Plus 5, LLC, Pawn Plus 6, LLC, Pawn Plus 7, LLC, Pawn Plus 8, LLC, The Pawn Place, Inc., and ASAP Pawn, LLC which are engaged in same or similar business as Client; and

WHEREAS, Client desires to engage McCall for the purposes set forth in this Agreement; and

WHEREAS, McCall desires to perform such services for Client under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing premises, and the mutual covenants, representations, warranties, and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, McCall and Client, intending to be legally bound, hereby agree as follows:

1. **Services**. Client hereby engages McCall to provide advisory services related to acquisitions, real estate, construction, and government affairs for Client's businesses and operations in the State of Nevada, as reasonably modified by Client from time to time. The advisory services (the "**Services**") specifically include but are not limited to: providing guidance and counsel with respect to any pawnshops, pawn licenses, and other financial services businesses which Client may wish to acquire; coordinating relocations of stores and development of potential sites including identification, construction, licensing, and zoning; and coordinating government and regulatory affairs activities at the local, county, and state levels. The parties agree that McCall shall not be required to devote his full time and resources to the performance of the Services, but only such time as is commercially necessary to perform the Services, estimated by the parties to average approximately sixteen (16) hours per month.

2. **Compensation**. McCall hereby accepts the engagement described in paragraph 1 above. As compensation for the Services, Client agrees to pay McCall an annual retainer fee of Two Hundred Thousand Dollars ($200,000.00), payable in quarterly installments of $50,000.00 each (the "***Retainer***"). In addition, the parties may mutually agree to certain success bonuses, paid to McCall in addition to the Retainer upon the achievement of certain goals specified by the parties.

3. **Term**. This Agreement is expressly contingent upon and subject to the closing of the transaction contemplated by the purchase agreement referenced above and effective as of the date of such closing ("Effective Date"). The Initial Term of McCall's engagement shall extend for

a period of five years from the Effective Date of this Agreement. The parties, upon mutual written agreement, may extend the term beyond the Initial Term.

4. **Termination**. This Agreement may be terminated prior to the last day of the Initial Term, or during any extension, as *follows:*

(a) **Termination by Mutual Consent.** This Agreement may be terminated at any time by the written mutual consent of the Client and McCall.

(b) **Termination by the Client for Cause**. This Agreement may be terminated by the Client at any time for Cause after delivery to McCall of a written notice specifying the conduct giving rise to the termination. McCall shall have 30 days after receipt of such written notice to cure. If McCall fails or is unable to cure within the 30 days, this Agreement shall immediately terminate. As used in this subparagraph 4(b) of the Agreement, the term "***Cause***" means any material breach of this Agreement including, but not limited to failure to provide the Services, or breach of any provision in paragraph 6, fraud, theft or gross malfeasance on the part of the McCall, including, without limitation, conduct of a felonious or criminal nature, conduct involving moral turpitude, embezzlement or misappropriation of assets. In the event of termination by Client for Cause, McCall will be paid only the portion of the Retainer that has accrued through the effective date of the termination.

(c) **Termination by McCall**. This Agreement may be terminated by McCall at any time for Cause after delivery to Client of a written notice specifying the conduct giving rise to the termination. Client shall have 30 days after receipt of such written notice to cure. If Client fails or is unable to cure the breach within the 30 days, this Agreement shall immediately terminate. As used in this subparagraph 4(c) of the Agreement, the term "***Cause***" means any material breach of this Agreement by Client including, but not limited to the failure to pay the Retainer. In the event of termination by McCall for Cause, McCall will be paid the remaining portion of the Retainer as specified in paragraph 2 of this Agreement for the remainder of the Initial Term or any extension thereof.

(d) **Termination upon Death or Disability of McCall**. This Agreement will be terminated immediately upon the death or permanent disability of McCall, as determined in good faith by the Client at such time as McCall becomes physically or mentally incapable of properly performing his duties under this Agreement and such incapacity will exist or can reasonably be expected to exist for a period of ninety days or more.

5. **Expenses**. Client shall reimburse McCall for all reasonable out-of-pocket expenses incurred by McCall in connection with the performance of services under this Agreement including, but not limited to, expenses such as travel, meals, printing, copying, delivery and mailing. McCall shall provide Client a statement of expenses on a monthly basis, and Client shall reimburse McCall for such expenses within 15 days of Client's receipt of the statement of expenses.

6. **Confidentiality, Non-Disclosure, and Other Covenants.**

(a) **Detrimental Statements**. McCall will not, directly or indirectly, in any individual or representative capacity whatsoever, make any statement, oral or written, or perform any act or omission which is or could be detrimental in any material respect to the goodwill of the Client.

(b) **Covenant of Confidentiality**. McCall recognizes and acknowledges that he will be provided access to confidential information and trade secrets of Client, and other entities doing business with Client relating to technical information, information of a business nature, including but not limited to past, present or future business policies, budgets, projections, business plans, business and governmental relations strategies, costs, profits, market shares, sales, customer and employee lists, organizational structure, operating performance, and other proprietary research, development, marketing, financial, and business-related information or activities of Client or may discover, conceive, perfect, or develop, solely or jointly with others, other confidential marketing, customer, financial, and business information or strategies of Client (hereinafter "***Confidential Information***"). Such Confidential Information constitutes valuable, special, and unique property of Client, and/or other entities doing business with Client. In consideration of such access to Confidential Information, McCall will not, during or after the term of this Agreement, make any use of, or disclose any of such Confidential Information to any person or firm, corporation, association, or other entity for any reason or purpose whatsoever, except as is generally available to the public or as specifically allowed in writing by an authorized representative of Client. Further, McCall may disclose Confidential Information if such disclosure is required by applicable law, rule or regulation or if in response to an order or request from a court, or other governmental agency or regulatory commission to disclose such Confidential Information; *provided, however,* that before making such disclosure, McCall shall first give Client prompt and reasonable notice of such request to afford Client the opportunity to object to the order or request, and/or to obtain, at Client's sole expense, a protective order covering the Confidential Information to be disclosed. This subsection (b) will indefinitely survive the expiration or termination of this Agreement.

(c) **Return of Confidential Information**. Upon the expiration of the term or termination of this Agreement, McCall will surrender to Client all tangible Confidential Information in the possession of, or under the control of, McCall, including, but without limitation, the originals and all copies of all software, drawings, manuals, letters, notes, notebooks, reports, and all other media, material, and records of any kind, and all copies thereof pertaining to Confidential Information acquired or developed by McCall during the term of this Agreement (including the period preceding the Effective Date). McCall further agrees that upon termination of this Agreement, for any reason, and at the request of Client, McCall shall make himself available and shall meet with representatives of Client. At such meeting, McCall shall fully disclose and deliver any of the above described materials in McCall's possession and, at Client's request, shall execute any and all documents reasonably necessary to ensure and verify compliance with this Section 6.

(d) **Covenant Not to Compete**. As an ancillary covenant to the terms and conditions set forth elsewhere in this Agreement, and in particular the covenants set forth in subsections (b) and (c) above, and in consideration of the mutual promises set forth in this Agreement and other good and valuable consideration received and to be received, McCall will not, directly or indirectly, own or become employed by, lease real property (except any such property formerly leased by and voluntarily vacated by Client) to, provide financing for, invest, or otherwise provide consulting services to, any person, business, or entity engaged or planning to become engaged in the pawn business, retail sale of used or secondhand merchandise or jewelry, auto title loans, deferred deposit loans, or any business competitive with Client prior to the date of termination of this Agreement in the state of Nevada. McCall understands that the Client and its affiliates have plans to expand the scope of their activities and the geographic area of operations of Client and its affiliates in the near future with the direct involvement of McCall; therefore, McCall agrees that the limitations as to time, geographical area, and scope of activity contained in this covenant do not impose a greater restraint than is necessary to protect the goodwill and other business interests of

Client, and are therefore reasonable. If any provision of this covenant is found to be invalid in part or in whole, Client may elect, but shall not be required, to have such provision reformed, whether as to time, area covered, or otherwise, as and to the extent required for its validity under applicable law and, as so reformed, such provision shall be enforceable. Notwithstanding anything herein to the contrary, this subparagraph 6(d) specifically excludes: (i) McCall's existing business engaged in the sale and financing of used motor vehicles in Nevada; (ii) pawnshops operated in Arizona and Oregon, and the involvement of Pawn Shop Management LLC, a Nevada limited liability company, therewith; and (iii) McCall's position as a member of the Board of Directors and minority investor in a bank chartered in the State of Nevada.

(e) **Non-Solicitation**. McCall will not induce, or attempt to induce, any employee or independent contractor of Client or Client's affiliates to cease such employment or contractual relationship with Client. McCall furthermore agrees that in the event an employee or independent contractor terminates their employment or contractual relationship with Client or Client's Affiliates, or such employee or independent contractor is terminated by Client or Client's Affiliates, McCall, without the prior written consent of Client or Client's Affiliate, which consent shall not be unreasonably withheld, will not, directly or indirectly, offer employment to, employ or otherwise enter into any agreement or contract (whether written or oral) for the services of such employee or independent contractor.

(f) **Right to Injunctive Relief**. McCall acknowledges that a violation or attempted violation on his part of any agreement in this Section 6 will cause irreparable damage to the Client and its affiliates, and accordingly McCall agrees that the Client shall be entitled as a manner of right to an injunction restraining any violation or further violation of such agreements by McCall; such right to an injunction, however, shall be cumulative and in addition to whatever other remedies the Client may have. The existence of any claim of McCall, whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement by the Client of the agreements contained in this Section 6.

(g) **Duration**. The provisions of subparagraph (a), (d), and (e) of this paragraph 6 shall remain in full force and effect and survive for the latter of either (1) one year beyond the termination of the Agreement, regardless of the reason for termination; or (2) if the Initial Term is extended as provided in paragraph 3, for one year following the expiration or termination of this Agreement for any reason.

7. **Relationship of the Parties.** Nothing contained in this Agreement, nor any action taken by either party pursuant to this Agreement, is intended or shall be construed to create or establish any agency, partnership, joint venture, or employer/employee relationship between the parties, and neither party hereto has any authority, nor shall either party imply it has any authority, to act for, in any manner bind, acquire any rights as an employee of, or to incur any obligations on behalf of or in the name of the other party. McCall is an independent contractor in all respects and for all purposes under this Agreement, and no employee or subcontractor of McCall shall be deemed to be the servant, employee, or agent of Client for any purpose whatsoever hereunder. The parties hereto acknowledge and agree that nothing contained herein creates any fiduciary duties between the parties, and McCall may, without limitation, perform similar Services to any and all parties other than Client, provided that the performance of any such Services do not otherwise violate McCall's covenants and obligations under Section 6 of this Agreement.

8. **Miscellaneous**.

(a) **Governing Law**. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE SUBSTANTIVE LAWS OF THE STATE OF NEVADA. THE VENUE OF ANY LAWSUIT OR OTHER ACTION BASED UPON THIS AGREEMENT SHALL BE IN CLARK COUNTY, NEVADA.

(b) **Entirety and Amendments**. This Agreement embodies the entire agreement between the parties and supersedes all prior agreements and understandings relating to the subject matter hereof; provided, however, that this Agreement does not supersede or terminate the obligations and assignments of McCall arising under any separate assignment and nondisclosure agreement (however styled) that may have been, or may be, entered into between the Client and McCall. This Agreement may be amended or modified only in writing.

(c) **Notices**. Any notice or other communication hereunder must be in writing to be effective and shall be deemed to have been given either (1) when personally delivered to McCall or the Client; (2) if mailed, on the third day after it is enclosed in an envelope and sent certified mail/return receipt requested in the United States mail; or (3) if by telephonic facsimile communication, with proof of successful transmission. Any notice delivered by telephonic facsimile communication shall be deemed effective the same day it is transmitted if by 5:00 p.m. Austin, Texas time and the following day if after 5:00 p.m. Austin, Texas time. Either party may from time to time change its address for notification purposes by giving the other party written notice of the new address and the date upon which it will become effective. The address for each party for notices hereunder is as follows:

Craig McCall
3010 S. Valley View Boulevard
Las Vegas, NV 89102
Fax: (702) 248-9087

With a copy to:

Marquis & Aurbach
Attn: Phillip S. Aurbach, Esq.
10001 Park Run Drive
Las Vegas, NV 89145
Fax: (702) 382-5816

EZPAWN Nevada, Inc.
1901 Capital Parkway
Austin, TX 78746
Attention: Connie Kondik, General Counsel
Fax: (512) 314-3463

(d) **Attorney's Fees**. In the event that either party is required to obtain the services of an attorney in order to enforce any right or obligation hereunder, the prevailing party shall be entitled to recover reasonable attorney's fees and court costs from the other party.

(e) **Assignability; Binding Nature**. This Agreement is binding upon the Client and McCall and their respective successors, heirs, and assigns. The rights and obligations of the Client hereunder may not be assigned without the written consent of McCall, which consent shall not be unreasonably withheld.

(f) **Headings**. The headings of paragraphs contained in this Agreement are for convenience only and shall not be deemed to control or affect the meaning or construction of any provision of this Agreement.

(g) **Severability**. If, but only to the extent that, any provision of this Agreement is declared or found to be illegal, unenforceable, or void, so that both the Client and McCall would be relieved of all obligations arising under such provision, it is the agreement of the Client and McCall that this Agreement shall be deemed amended by modifying such provision to the extent necessary to make it legal and enforceable while preserving its intent. If such amendment is not possible, another provision that is legal and enforceable and achieves the same objective shall be substituted therefor. If the remainder of this Agreement is not affected by such declaration or finding and is capable of substantial performance by both the Client and McCall, then the remainder shall be enforced to the extent permitted by law.

(h) **McCall's Representations**. McCall represents and warrants that he is free to enter into this Agreement and to perform the terms and covenants contained herein. McCall represents and warrants that he is not restricted or prohibited, contractually or otherwise, from entering into and performing this Agreement, and that his execution and performance of this Agreement is not a violation or breach of any other agreement between McCall and any other person or entity.

(i) **Counterparts**. This Agreement may be executed in one or more counterparts, each of which will be deemed to be part of the same instrument.

(j) **No Third Party Beneficiary**. This Agreement is for the benefit of the parties hereto and confers no rights, benefits or causes of action in favor of any other third parties or entities.

Executed as of the date first set forth above by:

EZPAWN Nevada, Inc.

By: _____
Name: _____
Title: _____

Craig McCall

_____

EXHIBIT 10.2

RIGHT OF FIRST OFFER AGREEMENT

THIS RIGHT OF FIRST OFFER AGREEMENT (this "***Agreement***") is entered into as of October 10, 2008, by and between USA Pawn & Jewelry Co., LLC, USA Pawn & Jewelry Co. II, LLC, USA Pawn & Jewelry Co. III, LLC, USA Pawn & Jewelry Co. IV, LLC, USA Pawn & Jewelry Co. V, LLC (collectively, "***USA Pawn***"), Craig McCall ("***McCall***;" USA Pawn and McCall are referred to herein collectively as "***Sellers***" and individually as a "***Seller***"), and EZPAWN Nevada, Inc. ("***EZPAWN***").

RECITALS:

WHEREAS, Sellers are the owners of pawnshops, deferred deposit loans businesses, auto title loan businesses located in Arizona and more specifically described on Schedule A hereto (the "***Businesses***"); and

WHEREAS, this Agreement is being executed and delivered pursuant to that certain Asset Purchase Agreement (the "***Asset Purchase Agreement***") among Pawn Plus 1, LLC, Pawn Plus 2, LLC, Pawn Plus 3, LLC, Pawn Plus 4, LLC, Pawn Plus 5, LLC, Pawn Plus 6, LLC, Pawn Plus 7, LLC, Pawn Plus 8, LLC, The Pawn Place, Inc., ASAP Pawn, LLC (all affiliates of USA Pawn), McCall, and EZPAWN; and

WHEREAS, Sellers desire to grant to EZPAWN a right of first offer to purchase the Businesses in accordance with the terms hereof and EZPAWN desires to receive such Right of First Offer;

AGREEMENT:

NOW, THEREFORE, in consideration of the sum of ten dollars and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, of the foregoing promises and the mutual promises and covenants contained in this Agreement, the parties hereto intending to be legally bound, agree as follows:

1. **Right of First Offer**.

(a) **Delivery of Transfer Notice**. Subject to the terms and conditions of this Agreement, if Seller desires, in its sole and absolute discretion, to Transfer all or any portion of the Businesses (any of such being a "***Transfer Business***"), other than a "***Permitted Transfer***" (as defined below), during the "***Term***" (as defined below), EZPAWN shall have a Right of First Offer to purchase such Transfer Business under the terms and conditions of this Section, and Seller shall first offer the sale of same to EZPAWN in accordance with the following provisions. First, Seller must give notice in writing (the "***Transfer Notice***") to EZPAWN stating (i) a description of the Transfer Business, including, without limitation, financial data and other information reasonably necessary to evaluate the Transfer Business, (ii) the proposed sales price for the Transfer Business, if known to Seller, and (iii) other terms or conditions regarding such proposed Transfer that Seller deems material. Within thirty (30) days ("***Decision Period***") after EZPAWN's receipt of the Transfer Notice, EZPAWN shall notify Seller in writing ("***Negotiation Notice***") of whether EZPAWN desires to negotiate a purchase agreement

("***Purchase Agreement***") for the purchase of the Transfer Business based on the terms and conditions similar to those set forth in the Transfer Notice. If EZPAWN fails to notify Seller that EZPAWN desires to negotiate a Purchase Agreement for the Transfer Business based on similar terms and conditions set forth in the Transfer Notice within the Decision Period, then EZPAWN shall be deemed to have elected not to negotiate a Purchase Agreement for the Transfer Business based on similar terms and conditions set forth in the Transfer Notice.

(b) **EZPAWN's Election to Negotiate a Purchase Agreement**. If EZPAWN elects to negotiate a Purchase Agreement for the Transfer Property based on similar terms and conditions set forth in the Transfer Notice by timely delivering a Negotiation Notice to Seller, then Seller shall cause to be prepared and delivered to EZPAWN within ten (10) days after Seller's receipt of the Negotiation Notice an initial draft of the Purchase Agreement for such Transfer Business containing substantially similar terms and conditions as those contained in the Transfer Notice, as necessarily modified to (i) reflect the proposed sale of the Transfer Business, and (ii) reflect other commercially reasonable business terms and conditions for a transaction of similar nature, structure and size. Thereafter, the parties shall negotiate and endeavor in good faith to enter into a Purchase Agreement based on the terms and conditions set forth above and such other terms mutually agreed upon by the parties, in each of such party's sole and absolute discretion, for twenty-one (21) days ("***Negotiation Period***") after Seller's delivery of the initial draft of the Purchase Agreement to EZPAWN or such longer period as mutually agreed upon in writing by Seller and EZPAWN.

(c) **EZPAWN's Election Not to Negotiate a Purchase Agreement**. If (i) EZPAWN elects (or is deemed to have elected) not to negotiate a Purchase Agreement for the Transfer Business based on similar terms and conditions set forth in the Transfer Notice, (ii) the parties are unable to agree upon and execute a Purchase Agreement for the Transfer of the Transfer Business for any reason within the Negotiation Period, or (iii) the parties enter into a Purchase Agreement for the Transfer Business but the Purchase Agreement is terminated for any reason other than as a result of Seller's breach of the Purchase Agreement, then, subject to **Section 1(d)**, Seller may freely market the Transfer Business, negotiate the proposed Transfer, enter into a contract for such Transfer, and Transfer such Transfer Business to any other party free of any restriction or encumbrance under this Agreement, subject to **Section 1(d)**. After any of the circumstances described in the preceding sentence, EZPAWN shall, within five (5) days after written request from Seller or any of Seller's prospective purchasers, tenants, lenders, or equity sources, execute a certificate ("***Estoppel Certificate***") evidencing that, with respect to the applicable Transfer Business, Seller may freely market, negotiate the proposed Transfer, enter into a contract for such Transfer, and Transfer such Transfer Business (as applicable) to any other party free of any restriction or encumbrance under this Agreement, subject to **Section 1(d)**; such prospective party shall have the right to rely on each such Estoppel Certificate; the execution or delivery of any such Estoppel Certificate shall not, however, be necessary for Seller to engage in such activities or enter into such contracts or Transfers.

(d) Re-Delivery of Transfer Notice. Notwithstanding Section 1(c), if:

(i) Seller does not Transfer the Transfer Business within three hundred sixty-five (365) days after the later of, as applicable, (A) the date EZPAWN elects (or is deemed to have elected) not to negotiate a Purchase Agreement for the purchase of the Transfer Business based on the terms and conditions set forth in the

Transfer Notice, (B) the end of the Negotiation Period, if the parties are unable for any reason to agree upon and execute a Purchase Agreement by the end of the Negotiation Period, or (C) the date that the Purchase Agreement is terminated for any reason other than as a result of Seller's breach of the Purchase Agreement;

(ii) EZPAWN desires to Transfer the Transfer Property for a sales price that is lower than eighty-five percent (85%) of the sales price specified in the Transfer Notice; or

(iii) Seller desires to offer seller-financing terms that were not originally specified in the Transfer Notice (or, if such terms were originally specified in the Transfer Notice, then a substantially lower interest rate or substantially longer financing term than the interest rate or financing term specified in the Transfer Notice)

then Seller shall again deliver to EZPAWN a Transfer Notice and otherwise comply with **Section 1** before proceeding with a Transfer of the Transfer Business (as adjusted, if applicable). If only a portion of the Businesses is Transferred to a third party, as provided herein, then, (A) subject to the other terms and conditions of this Agreement, the Right of First Offer shall continue on the remaining portion of the Businesses (as adjusted pursuant to this Agreement) not Transferred for the remainder of the Term, and (B) the Transfer Business that has been Transferred shall be deemed to be excluded from the Businesses.

2. **Notice to EZPAWN of Third Party Offers**. In the event that the Seller receives a *bona fide* offer from an unaffiliated third party to acquire one or more of the Businesses, and the Seller wishes to consider such offer, Seller shall notify EZPAWN in writing that Seller has received such an offer, including with the notice a copy of the offer or a summary of its terms if the offer is not made in writing. The notice of receipt of an offer from a third party under this Section 2 shall be treated as a Transfer Notice under Section 1. Thereafter the provisions and time periods specified in Section 1(a) through (e) shall apply with respect to the Transfer Notice. Seller covenants not to transfer the Businesses that are subject of the third party offer until the EZPAWN has had the opportunity to exercise its rights under Section 1.

3. **Assignment of EZPAWN's Rights**. The EZPAWN's rights, titles, and interests under this Agreement may be conveyed, assigned or otherwise transferred by EZPAWN to any Affiliates of EZPAWN.

4. **Term**. This Agreement is expressly contingent upon and subject to the closing of the transaction contemplated by the purchase agreement referenced above and effective as of the date of such closing ("Effective Date").

5. **Definitions**.

(a) "***Affiliate***" means, with respect to any Person (as defined herein), (i) any Person directly or indirectly controlling, controlled by or under common control with such Person, or (ii) any Person owning, directly or indirectly, fifty percent (50%) or more of the outstanding voting interests of such Person.

(b) A "***Change in Control***" of a specified Person shall be deemed to have occurred if control of that specified Person is acquired by any other Person or Group (as defined below and including for purposes of this sentence the affiliates and associates, as defined below, of any such other Person or Group). For purposes of this Agreement, the term "control" (including the terms "controlling," "controlled by" and "under common control with") means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract, or otherwise. Without limiting the generality of the foregoing, a "Change in Control" of a specified Person shall be deemed to have occurred upon (i) the acquisition, including through merger, consolidation or otherwise, by any Person or Persons acting together which would constitute a "group" or "person" for purposes of Section 13(d) of the Securities Exchange Act of 1934, as amended ("***Group***"), together with any affiliates and associates (each as defined in Rule 12b-2 under the Securities Exchange Act of 1934, as amended (the "***Exchange Act***")) thereof, of direct or indirect beneficial ownership (as defined in Rule 13d-3 under the Exchange Act) of equity securities of such specified Person (or other securities convertible into such equity securities of such specified Person) representing 50% or more of the combined voting power of (A) all interests of such specified Person, or (B) all equity securities of such specified Person entitled to vote in the election of directors, managers, or Persons performing similar functions, of such specified Person, or (ii) any Person or Group succeeds in having sufficient of its nominees elected to the board of directors or similar governing body of such specified Person such that such nominees, when added to any existing director, manager or Person performing similar functions remaining on the board of directors or similar governing body of such specified Person after such election who is an affiliate or associate (each as defined in Rule 12b-2 under the Exchange Act) of such specified Person or Group, will constitute a majority of the board of directors or similar governing body of such specified Person.

(c) "***Immediate Family Member***" means, any spouse, parent, parent-in-law, child, child-in-law, grandchild, grandchild-in-law, aunt, cousin, sibling, step-sibling, and step-parent of any individual shareholder or member, as applicable, of any Seller.

(d) "***Permitted Transfer***" shall mean any of the following Transfers, so long as such Transfer is not intended to circumvent the terms of this Agreement:

(i) Any bona fide loan from a third party to either Seller which is secured by liens against the Businesses or any portion thereof, other than and not including any loan in which the lender is granted an ownership interest, net profits interest, or similar interest in the Businesses, or any portion thereof, or the entity which owns the Businesses, or any portion thereof.

(ii) A Transfer to an Affiliate of either Seller for estate planning or tax purposes, so long as such Affiliate assumes in writing, and in form and substance reasonably acceptable to EZPAWN, the obligations of Seller under this Agreement with respect to the direct or indirect portion of the Businesses transferred to such Affiliate.

(iii) A Transfer to an Immediate Family Member (as defined herein) of either Seller for estate planning or tax purposes, so long as such Immediate Family Member assumes in writing, and in form and substance reasonably acceptable to

EZPAWN, the obligations of such Seller under this Agreement with respect to the direct or indirect portion of the Businesses transferred to such Immediate Family Member.

Each Seller acknowledges that the making of any Permitted Transfer will not operate to extinguish the Right of First Offer granted to EZPAWN herein, and this Agreement and the rights of EZPAWN under this Agreement shall survive and continue after any Permitted Transfer and shall be binding upon the successors and assigns of such Seller under such Permitted Transfer.

(e) "***Person***" means any individual, partnership, corporation, trust, limited liability company or other entity.

(f) "***Transfer***" shall mean (i) any sale, assignment, lease, or other disposition of any right, title or interest in the Businesses (or any portion thereof), whether voluntarily or involuntarily, or by operation of law other than a Permitted Transfer; (ii) any sale, assignment, lease, or other disposition of any right, title or interest in either Seller or the entities which are the owners of either Seller, other than a Permitted Transfer; and (iii) a Change in Control other than a Permitted Transfer. Any attempt to effect a Transfer which is not in compliance with the provisions of this Agreement will be void and of no effect.

6. **After Acquired Businesses**. This Right of First Offer applies to the Businesses listed on Schedule A, and in addition, to all Businesses acquired by the Sellers, or any of them, in the State of Arizona for the purpose of conducting the business of any Business. The Sellers, and each of them, shall promptly notify EZPAWN in writing in the event that any additional Businesses are acquired in the State of Arizona.

7. **Additional Agreements**.

(a) ***All Assets Included***. The Sellers represent and warrant to EZPAWN that the Sellers own substantially all of the assets used in the operation of the Businesses and none of such assets shall be transferred other than in accordance with the terms hereof or in the ordinary course of business.

(b) ***Additional Documents if a Sale Hereunder***. In the event of a sale of the Businesses by Seller to EZPAWN hereunder, the Seller shall deliver or cause the delivery at such closing of a legal opinion and noncompetition agreement relating to such Businesses in a form generally consistent with such documents under the Asset Purchase Agreement.

8. **Miscellaneous**.

(a) ***Notices***. Any notice or other communication hereunder must be in writing to be effective and shall be deemed to have been given either (1) when personally delivered to McCall or the Client; (2) if mailed, on the third day after it is enclosed in an envelope and sent certified mail/return receipt requested in the United States mail; or (3) if by telephonic facsimile communication, with proof of successful transmission. Any notice delivered by telephonic facsimile communication shall be deemed effective the same day it is transmitted if by 5:00 p.m. Austin, Texas time and the following day if after 5:00 p.m. Austin, Texas time. Either party may from time to time change its address for notification purposes by giving the other party written

notice of the new address and the date upon which it will become effective. The address for each party for notices hereunder is as follows:

If to Sellers:
Craig McCall
3010 S. Valley View Boulevard
Las Vegas, NV 89102
Fax: (702) 248-9087

With a copy to:
Marquis & Aurbach
Attn: Phillip S. Aurbach, Esq.
10001 Park Run Drive
Las Vegas, NV 89145
Fax: (702) 920-8309

If to EZPAWN:
EZPAWN Nevada, Inc.
1901 Capital Parkway
Austin, Texas 78746
Attention: Connie Kondik, General Counsel
Fax: 512-314-3463

(b) ***Binding Effect; Amendments***. Except as otherwise provided in this Agreement, every covenant, term, and provision of this Agreement shall be binding upon and inure to the benefit of the parties, their respective heirs, legatees, legal representatives, successors, transferees, and assigns. Amendments to this Agreement must be in writing and executed and acknowledged by all of the parties hereto.

(c) ***Construction***. Every covenant, term, and provision of this Agreement shall be construed simply according to its fair meaning and not strictly for or against any party.

(d) ***Headings***. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision hereof.

(e) ***Severability***. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement, which shall be interpreted to the broadest extent possible to give effect to any provision determined to be illegal or invalid.

(f) ***Further Action***. Each party agrees to perform all further acts and execute, acknowledge, and deliver any documents which may be reasonably necessary, appropriate, or desirable to carry out the provisions of this Agreement.

(g) ***Governing Law***. The laws of the State of Nevada shall govern the validity of this Agreement, the construction of its terms, and the interpretation of the rights and duties of the parties' venues of any action hereof shall be in Clark County, Nevada.

(h) ***Counterpart Execution***. This Agreement may be executed in any number of counterparts with the same effect as if all of the parties had signed the same document. All counterparts shall be construed together and shall constitute one agreement.

(i) ***Specific Performance***. Each party agrees with the other parties that the other parties would be irreparably damaged if any of the provisions of this Agreement are not performed in accordance with their specific terms and that monetary damages would not provide an adequate remedy in such event. Accordingly, it is agreed that, in addition to any other remedy to which the non-breaching party may be entitled, at law or in equity, the non-breaching party shall be entitled to injunctive relief to prevent breaches of the provisions of this Agreement and specifically to enforce the terms and provisions hereof in any action instituted in any court of the United States or any state thereof having subject matter jurisdiction thereof.

(j) ***No Third-Party Beneficiaries***. No third party shall be entitled to rely on any provision of this Agreement, and all such third parties are hereby expressly disclaimed as third-party beneficiaries of this Agreement.

(k) ***Recording***. Neither Seller nor EZPAWN shall record this Agreement, but a short form memorandum hereof may be recorded by Seller.

SIGNATURES APPEAR ON FOLLOWING PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first above set forth.

SELLERS:

USA Pawn

USA Pawn & Jewelry Co., LLC, USA Pawn & Jewelry Co. II, LLC, USA Pawn & Jewelry Co. III, LLC, USA Pawn & Jewelry Co. IV, LLC, USA Pawn & Jewelry Co. V, LLC

By: _____
Craig McCall
Sole Manager of each USA Pawn

McCall:

_____
Craig A. McCall

EZPAWN:

EZPAWN Nevada, Inc.

By: _____
Daniel N. Tonissen
Sr. Vice President

SCHEDULE A

Businesses

USA Pawn & Jewelry Co., LLC
4870 E. 22nd Street
Tucson, AZ 85711

USA Pawn & Jewelry Co. II, LLC
2904 N. 1st Avenue
Tucson, AZ 85719

USA Pawn & Jewelry Co. III, LLC
5000 E. Speedway
Tucson, AZ 85712

USA Pawn & Jewelry Co. V, LLC
3706 Highway 95
Bullhead City, AZ 86442

USA Pawn & Jewelry Co. IV, LLC
1963 Highway 95
Bullhead City, AZ 86442

USA Pawn & Jewelry Co. IV, LLC
4760 S. Highway 95
Ft. Mohave, AZ 86426

EXHIBIT 10.3

FORM OF BILL OF SALE AND ASSIGNMENT

WHEREAS Pawn Plus 1, LLC, Pawn Plus 2, LLC, Pawn Plus 3, LLC, Pawn Plus 4, LLC, Pawn Plus 5, LLC, Pawn Plus 6, LLC, Pawn Plus 7, LLC, Pawn Plus 8, LLC, ASAP Pawn, LLC, The Pawn Place, Inc., and Craig A. McCall, Inc., (collectively, "***Sellers***" or, individually, each a "***Seller***"), Craig A. McCall, EZPAWN Nevada, Inc. ("***EZPAWN***"), and EZCORP, Inc. have entered into that certain Amended and Restated Asset Purchase Agreement dated October 24, 2008 (the "***Agreement***");

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, Sellers hereby sell, assign, and transfer to EZPAWN all of Sellers' rights, title and interest in the assets described in the above-referenced agreements and schedules thereto including, without limitation, the pawn loan agreements, deferred deposit loan agreements, auto title loan agreements, and all ancillary documents and powers of attorney executed pursuant thereto. Such transfer is made without any representations, warranties or recourse and Purchaser shall take the assets "as is", except as provided in the Agreement.

Purchaser and Sellers agree that the Purchase Price shall be $34,374,305.03. This instrument shall be binding upon Sellers, Sellers' successors and assigns, and shall inure to the benefit of EZPAWN and EZPAWN's successors and assigns.

IN WITNESS WHEREOF, Sellers and EZPAWN have signed and delivered this instrument on the 13th day of November, 2008.

SELLERS:
PAWN PLUS 1, LLC, PAWN PLUS 2, LLC,
PAWN PLUS 3, LLC, PAWN PLUS 4, LLC,
PAWN PLUS 5, LLC, PAWN PLUS 6, LLC
PAWN PLUS 7, LLC, PAWN PLUS 8, LLC
ASAP PAWN, LLC

By: _____
Craig A. McCall
Sole Manager

PURCHASER:
EZPAWN Nevada, Inc.

By: _____
Connie Kondik
Secretary

THE PAWN PLACE, Inc.

By: _____
Craig A. McCall
President

CRAIG A. MCCALL, INC.

By: _____
Craig A. McCall
President

EXHIBIT 23.1

Consent of Independent Registered Public Accounting Firm

EZCORP, Inc.
Austin, Texas

We hereby consent to the incorporation by reference in the Prospectus constituting a part of this Registration Statement of our reports dated December 10, 2007, relating to the consolidated financial statements, the effectiveness of EZCORP, Inc.'s internal control over financial reporting, and schedule of EZCORP, Inc., which are incorporated by reference in that Prospectus.

We also consent to the reference to us under the caption "Experts" in the Prospectus.

/s/ BDO Seidman, LLP
Dallas, Texas

November 14, 2008