
UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K
CURRENT REPORT
PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

Date of Report (Date of earliest event reported): **September 28, 2012**

EZCORP, Inc.
(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of incorporation)

0-19424
(Commission File Number)

74-2540145
(IRS Employer
Identification No.)

1901 Capital Parkway, Austin, Texas 78746
(Address of principal executive offices) (zip code)
Registrant's telephone number, including area code: **(512) 314-3400**

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 1.01 — Entry into a Material Definitive Agreement

On October 1, 2012, EZCORP, Inc. entered into an advisory services agreement with Madison Park, LLC (“Madison Park”), a business and financial advisory firm wholly-owned by Phillip E. Cohen, the beneficial owner of all of EZCORP's outstanding Class B Voting Common Stock.

Summary of Terms — The advisory services agreement is effective as of October 1, 2012, and the term of the engagement runs through September 30, 2013. Either party may terminate the agreement at any time on 30 days' written notice to the other party.

Pursuant to the agreement, Madison Park will provide advisory services related to EZCORP's business and long-term strategic plan, including (a) identifying, evaluating and negotiating potential acquisitions and strategic alliances, (b) assessing operating and strategic objectives, including new business development, (c) assisting in international business development and strategic investment opportunities that complement EZCORP's business lines and strategic objectives, (d) analyzing financial condition and results of operations, evaluating strengths and weaknesses of financial performance and recommending measures to improve performance, (e) advising on dividend policy and corporate transactions, such as stock repurchases, splits, recapitalizations and restructurings, (f) providing briefings on business strategy to the Board of Directors from time to time, (g) advising on investor relations and relations with investment bankers, securities analysts and other members of the financial services industry and (h) performing such other services as are reasonably requested by EZCORP. In exchange for those services, EZCORP will pay Madison Park a retainer fee of \$600,000 per month and will reimburse Madison Park for its out-of-pocket expenses incurred in connection with the engagement. EZCORP will indemnify Madison Park (and its officers, directors, employees and affiliates) from and against all claims, costs, liabilities and damages related to or arising out of the engagement (except to the extent that any claim, cost, liability or damage results from the recklessness, willful misconduct or bad faith of the indemnified party).

A copy of the agreement is filed as Exhibit 10.1.

Board Governance Process — The engagement of Madison Park pursuant to the advisory services agreement was identified and acknowledged by the EZCORP Board of Directors as a related party transaction that was subject to the company's Policy for Review and Evaluation of Related Party Transactions. Under that policy, the Audit Committee (comprised entirely of independent, non-employee directors) is responsible for reviewing, evaluating, approving or taking other action with respect to related party transactions on behalf of, and with full power and authority of, the Board of Directors. Acting under that policy, the Audit Committee implemented measures designed to ensure that the advisory services agreement with Madison Park was considered, analyzed, negotiated and approved objectively. Those measures included the following:

- The Audit Committee engaged a qualified, independent financial advisory firm for the purpose of evaluating the proposed advisory services agreement relative to comparable market rates for the services contemplated by the agreement, and that firm counseled and advised the committee in the course of its consideration and evaluation of the Madison Park relationship and the proposed terms of the new advisory services agreement.
- The Audit Committee sought, received and relied upon an opinion from that independent financial advisory firm to the effect that the consideration to be paid to Madison Park pursuant to the advisory services agreement is fair to EZCORP from a financial point of view.

With those measures, the Audit Committee evaluated and considered the following information, among other things:

- The committee's financial adviser prepared, and presented to the committee, a report that analyzed comparable public company advisory engagements. That report described the structure of the contracted fee and compared the amount of the fee to various financial metrics such as revenues and EBITDA.
- The committee considered whether EZCORP continues to need services provided by Madison Park and whether there were alternative sources for those services. The committee concluded that the services provided by Madison Park under previous contracts had been essential to the company's growth and diversification of its business and that these types of services would be critical to continue that successful growth and diversification. Further, the committee concluded that, given the current challenging market environment, the advice, counsel and guidance provided by Madison Park, as well as Madison Park's contacts and perspectives on strategic acquisition opportunities, would be critical to shaping and executing EZCORP's strategic plans, both short-term and long-term.
- The committee also concluded that, given EZCORP's unique business and based on the committee's prior investigations, it was unlikely that any other financial or strategic adviser would have the specific expertise to provide the services the company needs. A necessary element to this conclusion was the unique capabilities and expertise of Madison Park and its principal, Mr. Cohen, including long-term experience and high-level strategic, industry-specific expertise.
- The committee considered a multi-year, performance-based arrangement, but ultimately concluded that a single-year, fixed-fee arrangement was in the best interests of the company at this time.

- In the context of an analysis of the historical and proposed fee amounts compared with the company's historical and projected financial results, as well as the analytical data provided by the committee's financial adviser, the committee considered whether the proposed retainer fee was appropriate, given the company's need for the services and Madison Park's unique ability to provide them. The committee observed that the amount of the proposed fee generally fell within the ranges indicated by the comparable data, albeit at the upper portions of those ranges. Given the unique expertise provided by Madison Park and the company's need for that unique expertise, the committee concluded that a fee in the upper portions of the comparable ranges was justified, particularly given the strategic challenges facing the company over the next year.
- After thorough discussion and analysis, the committee concluded that, under reasonable analytical methodologies, the proposed fee appeared to be within the range indicated by the comparative data, particularly when the company's unique needs and Madison Park's unique abilities were considered.

After consideration and discussion of this information and other factors, the information and fairness opinion provided by its independent financial advisory firm and the relationships and the interests of Mr. Cohen, the Audit Committee concluded that the proposed advisory services agreement for fiscal 2013 was fair to, and in the best interests of, EZCORP and its stockholders and, on that basis, approved the engagement of Madison Park pursuant to the advisory services agreement.

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

- (b) Stephen A. Stamp, Senior Vice President and Chief Financial Officer (principal financial officer), will leave the company effective October 5, 2011. Mr. Stamp's departure is not the result of any issue or concern with the company's accounting, financial reporting or internal control over financial reporting.
- (c) Mark Kuchenrither, Executive Vice President, will assume the role of Chief Financial Officer (principal financial officer) as of October 5, 2012. Mr. Kuchenrither's position from and after October 5, 2012 will be Executive Vice President and Chief Financial Officer of EZCORP and President of Change Capital (the company's strategic acquisition and development unit).

Mr. Kuchenrither joined the company as Senior Vice President, Strategic Development in March 2010, assumed the role of President, Change Capital in October 2011 and was promoted to Executive Vice President in May 2012. From 2007 to March 2010, Mr. Kuchenrither served as Vice President of Operations of Sun Capital Partners, a major private equity firm, where he was responsible for the oversight of ten portfolio companies with emphasis on profit improvement. He was Chief Financial Officer of Arch Aluminum & Glass from 2003 to 2007, and was Chief Financial Officer and Treasurer of Peavey Electronics Corporation from 2000 to 2003. He began his career in various accounting and controller functions.

Effective October 1, 2012, Mr. Kuchenrither's annual salary is \$700,000, with a target bonus of 125% of base salary. Mr. Kuchenrither will continue to be eligible for long-term incentive compensation awards, at the discretion of the Compensation Committee of the Board of Directors, and will also continue to be eligible for other benefits typically provided to the company's executive officers. Those benefits include a severance plan that provides for salary continuation for a period one year if the company terminates Mr. Kuchenrither's employment without cause.

Item 5.07 — Submission of Matters to a Vote of Security Holders

On September 28, 2012, the sole holder of the company's Class B Voting Common Stock approved an amendment to the EZCORP, Inc. Incentive Compensation Plan, pursuant to which annual incentive bonus opportunities are awarded to the Company's executives and key employees. The amendment adds the following provision to the plan:

The Committee may exclude the impact of any of the following events or occurrences which the Committee determines should appropriately be excluded: (a) asset write-downs; (b) litigation, claims, judgments or settlements; (c) the effect of changes in tax law or other such laws or regulations affecting reported results; (d) accruals for reorganization and restructuring programs; (e) any extraordinary, unusual or nonrecurring items as described in the Accounting Standards Codification Topic 225, as the same may be amended or superseded from time to time; (f) any change in accounting principles as defined in the Accounting Standards Codification Topic 250, as the same may be amended or superseded from time to time; (g) any loss from a discontinued operation as described in the Accounting Standards Codification Topic 360, as the same may be amended or superseded from time to time; (h) goodwill impairment charges; (i) operating results for any business acquired during the calendar year; (j) third party expenses associated with any acquisition by EZCORP, or any subsidiary; (k) war, acts of terrorism, political upheaval or natural disasters; or (l) provided such items are identified with reasonable particularity at the time terms and conditions for the determination and payment of an Incentive Bonus are established, any other extraordinary events or occurrences identified by the Committee. With the exception of clause (l), such adjustments may be made at any

time during the applicable fiscal year or immediately following the applicable fiscal year (but prior to payment of an Incentive Bonus).

The amendment, which was also approved by the Company's Board of Directors, is intended to permit the Compensation Committee, when assessing the degree to which assigned performance goals have been attained, to take into consideration the impact of unforeseen and unanticipated events beyond the control of management.

A copy of the Incentive Compensation Plan, as so amended, is attached as Exhibit 10.2.

On September 28, 2012, there were 2,970,171 shares of the company's Class B Voting Common Stock outstanding, all of which are held by MS Pawn Limited Partnership.

Item 9.01 — Financial Statements and Exhibits.

(d) Exhibits.

- 10.1 Advisory Services Agreement, dated as of October 1, 2012, between EZCORP, Inc. and Madison Park, LLC
- 10.2 EZCORP, Inc. Incentive Compensation Plan (as amended)

SIGNATURES

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

EZCORP, INC.

Date: October 4, 2012 By: /s/ Thomas H. Welch, Jr.

Thomas H. Welch, Jr.
Senior Vice President,
General Counsel and Secretary

ADVISORY SERVICES AGREEMENT

This Advisory Services Agreement (this “Agreement”) is made and entered into, effective October 1, 2012, by and between EZCORP, Inc., a Delaware corporation (“EZCORP”), and Madison Park, LLC, a Delaware limited liability company (“Madison Park”), regarding certain advisory services to be rendered by Madison Park to EZCORP.

Recitals

- A. EZCORP desires to engage Madison Park to render strategic and financial advisory services to EZCORP, as described herein.
- B. Madison Park desires to accept such engagement subject to the terms and conditions specified herein.

Now, therefore, for and in consideration of the premises and mutual covenants and agreements specified herein, and for other consideration the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follow:

1. **Advisory Services** — EZCORP hereby engages Madison Park to provide, and Madison Park hereby accepts such engagement and agrees to provide to EZCORP, advisory services related to EZCORP’s business and long term strategic plan, as modified by EZCORP from time to time. Such advisory services (the “Services”) shall include the following:
 - (a) Identifying, evaluating and negotiating potential acquisitions and strategic alliances;
 - (b) Assessing operating and strategic objectives, including new business development;
 - (c) Assisting in international business development and strategic investment opportunities that complement EZCORP’s business lines and strategic objectives;
 - (d) Analyzing financial condition and results of operations, evaluating strengths and weaknesses of financial performance and recommending measures to improve performance;
 - (e) Advising on dividend policy and corporate transactions, such as stock repurchases, splits, recapitalizations and restructurings;
 - (f) Providing briefings on business strategy to the Board of Directors from time to time;
 - (g) Advising on investor relations and relations with investment bankers, securities analysis and other members of the financial services industry; and
 - (h) Performing such other services as are reasonably requested by EZCORP.
2. **Compensation and Payments** —
 - (a) **Retainer Fee** — As compensation for providing the Services, EZCORP shall pay Madison Park a retainer fee equal to \$7.2 million (\$600,000 per month payable in advance on or before the fifth day of each month).
 - (b) **Reimbursement of Expenses** — EZCORP shall reimburse Madison Park for its out-of-pocket travel and entertainment expenses incurred in connection with providing the Services. In order to document those expenses, Madison Park shall submit expense reports (including supporting documentation) in accordance with EZCORP’s expense reporting policies generally applicable to its executive officers. Expenses shall be paid within 30 days after receipt of appropriate expense reports and supporting documentation.

3. **Term and Termination** —

- (a) The engagement described in this Agreement shall commence on October 1, 2012 and shall terminate on September 30, 2013.
- (b) Either party may terminate this Agreement, and the engagement described herein, with or without cause upon 30 days written notice to the other party.
- (c) Upon termination of this Agreement, all obligations of the parties hereunder shall cease; provided, however that (i) EZCORP shall be obligated to pay any portion of the retainer fee under Paragraph 2(a) above that has been earned but remains unpaid as of the date of termination and shall be obligated to pay unreimbursed expenses pursuant to Paragraph 2(b) above (subject to the provisions thereof), and (ii) the provisions of Paragraphs 4 and 5 below shall survive such termination and shall continue in full force and effect.

4. **Indemnification and Contribution** —

- (a) EZCORP shall indemnify and hold harmless Madison Park, its affiliates, the respective officers, directors, employees, consultants, associates and agents of Madison Park and its affiliates, and any person controlling Madison Park or any of its affiliates (each an “Indemnified Person”) from and against any and all claims, costs, expenses, liabilities, losses and damages (or actions in respect thereof) related to or arising out of this engagement or Madison Park’s connection therewith; provided, however, that EZCORP shall not be responsible for any claims, costs, expenses, liabilities, losses or damages of an Indemnified Person to the extent that it is finally determined by a court or other tribunal of competent jurisdiction that they resulted primarily from actions taken or omitted to be taken by such Indemnified Person due to such Indemnified Person’s recklessness, willful misconduct or bad faith or that they arose primarily out of or were based primarily upon any untrue statement or omission made (i) in any document or writing in reliance upon and in conformity with information furnished to EZCORP by such Indemnified Person for use in such document or writing or (ii) in any document in connection with the engagement without the prior approval of EZCORP. For purposes of this provision, a person shall be considered to be “controlling” Madison Park if such person would be considered to be a “controlling person” of Madison Park for purposes of either Section 15 of the Securities Act of 1933 or Section 20(a) of the Securities Exchange Act of 1934.
- (b) If any action or proceeding, including any governmental investigation, shall be brought or asserted against an Indemnified Person in respect of which indemnity may be sought from EZCORP, such Indemnified Person shall promptly notify EZCORP in writing of an Indemnified Person’s knowledge of such action or proceeding, and EZCORP shall assume the defense thereof, including the employment of counsel reasonably satisfactory to such Indemnified Person and the payment of all fees and disbursements of such counsel and all other expenses related to such action or proceeding. Such Indemnified Person shall have the right to employ separate counsel in any such action or proceeding and to participate in defense thereof, but the fees and expenses of such separate counsel shall be at the expense of such Indemnified Person unless (i) EZCORP has agreed to pay such fees and expenses or (ii) EZCORP shall have failed to timely assume the defense of such action or proceeding, to employ counsel reasonably satisfactory to such Indemnified Person in any such action or proceeding and if requested by such Indemnified Person, to confirm in writing that it is obligated to indemnify such Indemnified Person against all claims, costs, expenses, liabilities, losses and damages related to or arising out of such action or proceeding in accordance with this Agreement or (iii) counsel shall determine that there is or could reasonably be expected to be a conflict of interest by reason of having common counsel in any action or proceeding, in which case, if such Indemnified Person notifies EZCORP in writing that it elects to employ separate counsel at the expense of EZCORP, EZCORP shall not have the right to assume the defense of such action or proceeding on behalf of such Indemnified Person, it being understood, however, that EZCORP shall not, in connection with any one such action or proceeding or separate but substantially similar or related actions or proceedings in the same jurisdiction arising out of the same general allegations or circumstances, be liable for the

reasonable fees and expenses of more than one separate firm of attorneys (together with appropriate local counsel) at any time for such Indemnified Person, which firm shall be designated in writing by such Indemnified Person. EZCORP shall not be liable for any settlement of any such action or proceeding effected without EZCORP's written consent, which should not be unreasonably withheld. If settled with EZCORP's prior written consent or if there be a final and nonappealable judgment for the plaintiff in any such action or proceeding, EZCORP agrees to indemnify and hold harmless such Indemnified Person from and against any loss or liability to the extent stated above by reason of such settlement or judgment.

- (c) If for any reason the indemnification provided herein is unavailable to an Indemnified Person under subparagraph (a) of this Paragraph in respect of any claims, costs, expenses, liabilities, losses or damages referred to therein or if such indemnification shall be insufficient to hold such Indemnified Person harmless from all such claims, costs, expenses, liabilities, losses or damages, then EZCORP, in lieu of indemnifying such Indemnified Person shall contribute to the amount paid or payable by such Indemnified Person as a result of such claims, costs, expenses, liabilities, losses, or damages (i) in such proportion as is appropriate to reflect the relative benefits received by EZCORP on the one hand and such Indemnified Person on the other hand or (ii) if the allocation provided by clause (i) above is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (i) but also the relative fault of EZCORP, on the one hand, and such Indemnified Person, on the other, as well as any other relevant equitable consideration. The amount paid or payable by a party as a result of the claims, costs, expenses, liabilities, losses or damages referred to above shall be deemed to include, subject to the limitations set forth in subparagraph (b) of this Paragraph any legal or other fees or expenses reasonably incurred by such party in connection with investigating or defending any action or claim. Notwithstanding the provisions herein, Madison Park shall not be required to contribute any amount in excess of the aggregate amount of retainer fees received by Madison Park under this Agreement.

5. **Confidentiality and Securities Trading** —

- (a) Neither party, without the express written consent of the other party, shall disclose to any person (i) the information disclosed by EZCORP to Madison Park in connection with Madison Park's performance of the Services, (ii) the advice provided to EZCORP by Madison Park in connection with Madison Park's performance of the Services or (iii) the terms of this Agreement; provided, however, that a party shall be entitled to make such disclosure if, but only to the extent that, it is required to do so by reason of a deposition, interrogatory, request for documents, subpoena, civil investigative demand, other demand or request by a governmental agency or the application of statutes, rules and regulations or similar process, including stock exchange requirements. The provisions of this subparagraph shall not apply to any information that is now or hereafter becomes generally available to the public other than as a result of a violation of this subparagraph.
- (b) Madison Park hereby acknowledges that EZCORP is a publicly traded company and that the information EZCORP discloses to Madison Park and its representatives during the course of this engagement may include material non-public information. Accordingly, Madison Park agrees (for itself and on behalf of its representatives) that it will not use any of such information for any purpose (including engaging in transactions involving the publicly traded securities of EZCORP) other than in connection with the performance of the Services pursuant to this engagement.

6. **Governing Law** — This Agreement shall be governed by the laws of the State of New York.

7. **Assignment** — The rights and obligations under this Agreement may not be assigned by either party without the express written consent of the other party; provided, however, that Madison Park, with at least 30 days' written notice to EZCORP, may assign its rights and obligations to any of its affiliates. For purposes of this provision, Madison Park's "affiliates" shall include those persons who control, are controlled by or are under common control with Madison Park.

8. **Entire Agreement** — This Agreement constitutes the entire agreement of the parties hereto with respect to all matters contemplated hereby and supersedes all previous agreements and understandings among them concerning such matters. No statements or agreements, oral or written, made prior to or at the signing hereof, shall vary, waive or modify the written terms hereof.

(SIGNATURE PAGE FOLLOWS)

In witness whereof, the parties have executed this Agreement, intending to be legally bound in accordance with its terms, to be effective as of the date first written above.

EZCORP, INC.

By: THOMAS H. WELCH, JR.

Thomas H. Welch, Jr.,
Senior Vice President,
General Counsel and Secretary

MADISON PARK, LLC

By: VIRGINIA D. DODSON

Virginia Dodson,
Vice President

EZCORP, INC.
INCENTIVE COMPENSATION PLAN

EZCORP, Inc., a Delaware corporation (the "**Company**"), adopts this Incentive Compensation Plan (the "**Plan**") to provide additional financial incentives for executives and selected key employees to promote the success of the Company and to enhance the Company's ability to attract and retain highly qualified executives and other key employees. Under the Plan, each Plan Participant (as defined below) shall have the opportunity to earn an annual bonus (an "**Incentive Bonus**") based on Company, business unit or individual performance or a combination thereof.

Compensation payable under the Plan to Executive Officers is intended to constitute "qualified performance-based compensation" for purposes of Section 162(m) of the Internal Revenue Code of 1986, as amended, and Section 1.162-27 of the Treasury Regulations promulgated thereunder, and the Plan shall be construed consistently with such intention.

Administration of the Plan

The Plan shall be administered by the Compensation Committee of the Company's Board of Directors (the "**Committee**"), which shall have full power and authority to construe, interpret and administer the Plan and shall have the exclusive right to establish, adjust, pay or decline to pay the Incentive Bonus for each Plan participant (subject to the limitations and restrictions stated in the Plan). Such power and authority shall include the right to exercise discretion to increase or reduce by any amount the Incentive Bonus otherwise payable to any Plan Participant; provided, however, that (a) the Committee shall not have any discretion to increase the Incentive Bonus otherwise payable to an Executive Officer, and (b) the exercise of discretion with respect to any Plan Participant shall not have the effect of increasing the Incentive Bonus that is otherwise payable to any Executive Officer. All Committee actions under the Plan shall be taken in accordance with the applicable provisions of the Company's By-laws and the Committee's Charter.

The Committee may delegate any or all of its authority and responsibilities with respect to the Plan and Incentive Bonuses, on such terms and conditions as it considers appropriate, to the Chief Executive Officer of the Company; provided, however, that all determinations and decisions regarding Incentive Bonuses to the Executive Officers may not be delegated and shall be made by the Committee. All references to "Committee" herein shall include those persons to whom the Committee has properly delegated authority and responsibility.

Participants

The following persons shall be participants in the Plan ("**Plan Participants**"):

- The persons who, from time to time, are designated by the Board of Directors as Executive Officers.
- Those other employees of the Company or any of its subsidiaries who are designated for participation in the Plan with respect to any fiscal year, taking into consideration (a) whether incentive-based compensation components are typically available for comparable positions at competitor companies and (b) each employee's potential to make meaningful and substantial contributions to the achievement of the Company's strategic, financial and other performance goals.

A person's selection as a Plan Participant for any fiscal year will be evidenced by a personalized Award Statement delivered to them. After a person has been designated as a Plan Participant, he or she may be removed from the Plan at any time and for any reason.

Awards

Not later than the 90th day of each fiscal year, the Committee, in its sole and absolute discretion, shall designate the Plan Participants for such fiscal year and shall specify the terms and conditions for the determination and payment of an Incentive Bonus to each Plan Participant for such fiscal year. After the end of such 90-day period, the Committee may designate additional Plan Participants so long as, within 30 days following each such additional designation, the Committee specifies the terms and conditions for the determination and payment of an Incentive Bonus to such additional Plan Participant.

The Committee may condition the payment of an Incentive Bonus upon the satisfaction of such objective or subjective standards as the Committee shall determine to be appropriate, in its sole and absolute discretion, and shall retain the discretion to increase or reduce the amount of any Incentive Bonus that would otherwise be payable to a Plan Participant; provided, however, that the Committee shall have no discretion to increase the amount of any Incentive Bonus that would otherwise be payable to an Executive Officer.

Each Incentive Bonus awarded to an Executive Officer shall be conditioned on the achievement of one or more of the following “*Performance Measures*,” calculated on a consolidated basis or a business unit basis, as specified by the Committee:

- Total stockholder return (stock price appreciation plus dividends);
- Net income;
- Earnings per share;
- Return on sales;
- Return on equity;
- Return on assets;
- Return on invested capital;
- Increase in the market price of stock or other securities;
- Revenues;
- Net revenues;
- Operating income;
- Cash flow;
- EBITDA (earnings before interest, taxes, depreciation, amortization, and gain/loss on sale/disposal of assets);
- The performance of the Company in any of the above items in comparison to the average performance of the companies used in a self-constructed peer group established before the beginning of the period for measuring performance; or
- Any other performance objective approved by the stockholders of the Company in accordance with Section 162(m) of the Internal Revenue Code.

The Committee may exclude the impact of any of the following events or occurrences which the Committee determines should appropriately be excluded: (a) asset write-downs; (b) litigation, claims, judgments or settlements; (c) the effect of changes in tax law or other such laws or regulations affecting reported results; (d) accruals for reorganization and restructuring programs; (e) any extraordinary, unusual or nonrecurring items as described in the Accounting Standards Codification Topic 225, as the same may be amended or superseded from time to time; (f) any change in accounting principles as defined in the Accounting Standards Codification Topic 250, as the same may be amended or superseded from time to time; (g) any loss from a discontinued operation as described in the Accounting Standards Codification Topic 360, as the same may be amended or superseded from time to time; (h) goodwill impairment charges; (i) operating results for any business acquired during the calendar year; (j) third party expenses associated with any acquisition by EZCORP, or any subsidiary; (k) war, acts of terrorism, political upheaval or natural disasters; or (l) provided such items are identified with reasonable particularity at the time terms and conditions for the determination and payment of an Incentive Bonus are established, any other extraordinary events or occurrences identified by the Committee. With the

exception of clause (l), such adjustments may be made at any time during the applicable fiscal year or immediately following the applicable fiscal year (but prior to payment of an Incentive Bonus).

As soon as reasonably practicable after the end of each fiscal year, the Committee shall determine whether the stated performance goal for each Incentive Bonus has been achieved and the amount of the Incentive Bonus to be paid to each Plan Participant for such fiscal year; provided, however, that the Incentive Bonus awarded to any Executive Officer may not exceed 300% of that Executive Officer's base salary during the fiscal year for which the Incentive Bonus is awarded.

Subject to any available election duly and validly made by a Plan Participant with respect to the deferral of all or a portion of his or her Incentive Bonus, Incentive Bonuses shall be paid in cash at such times (after the determinations described above) and on such terms as are determined by the Committee in its sole and absolute discretion.

The Company shall have the right to withhold, or require a Plan Participant to remit to the Company, an amount sufficient to satisfy any applicable federal, state, local or foreign withholding tax requirements imposed with respect to the payment of any Incentive Bonus.

Adoption, Amendment, Suspension and Termination of the Plan

Subject to the approval of the Plan by the holder of the Company's Class B Voting Common Stock, the Plan shall be effective for the fiscal year of the Company commencing October 1, 2010 and shall continue in effect until September 30, 2015, unless earlier terminated as provided below. Notwithstanding the termination of the Plan on September 30, 2015, the Plan shall continue in effect solely for the purpose of determining and paying out Incentive Bonuses for the fiscal year ended September 30, 2015.

The Board of Directors may at any time suspend or terminate the Plan and may amend it from time to time in such respects as the Board may deem advisable; provided, however, that the Board shall not amend the Plan in any of the following respects without the approval of the holder of the Company's Class B Voting Common Stock:

- To increase the maximum amount of Incentive Bonus that may be paid to an Executive Officer under the Plan;
- To materially modify the requirements as to eligibility for participation in the Plan; or
- To materially modify the definition of Performance Measures.

No Incentive Bonus may be awarded during any suspension or after termination of the Plan, and no amendment, suspension or termination of the Plan shall, without the consent of the person affected thereby, alter or impair any rights or obligations under any Incentive Bonus previously awarded under the Plan.

Miscellaneous

No Right to Bonus or Continued Employment — Neither the establishment of the Plan, the provision for or payment of any amounts under the Plan nor any action of the Company, the Board of Directors or the Committee with respect to the Plan shall be held or construed to confer upon any person (a) any legal right to receive, or any interest in, an Incentive Bonus or any other benefit under the Plan or (b) any legal right to continue to serve as an officer or employee of the Company or any subsidiary of the Company. The Company expressly reserves any and all rights to discharge any Plan Participant without incurring liability to any person under the Plan or otherwise. Notwithstanding any other provision of the Plan and notwithstanding the fact that any stated performance goal has been achieved or the individual Incentive Bonus amounts have been determined, the Company shall have no obligation to pay any Incentive Bonus under the Plan unless the Committee otherwise expressly provides by written contract or other written commitment.

Nontransferability — Except as expressly provided by the Committee, the rights and benefits under the Plan are personal to a Plan Participant and shall not be subject to any voluntary or involuntary alienation, assignment, pledge, transfer or other disposition.

Unfunded Plan — The Company shall have no obligation to reserve or otherwise fund in advance any amounts that are or may in the future become payable under the Plan. Any funds that the Company, acting in its sole and absolute discretion, determines to reserve for future payments under the Plan may be commingled with other funds of the Company and need not in any way be segregated from other assets or funds held by the Company. A Plan Participant's rights to payment under the Plan shall be limited to those of a general creditor of the Company.

Governing Law — The validity, interpretation and effect of the Plan, and the rights of all persons hereunder, shall be governed by and determined in accordance with the laws of the State of Delaware, other than the choice of law rules thereof.