
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):
May 12, 2008**

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
(I.R.S. Employer
Identification No.)

1901 CAPITAL PARKWAY
AUSTIN, TEXAS
(Address of principal executive offices)

78746
(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))
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ITEM 1.01. ENTRY INTO A MATERIAL DEFINITIVE AGREEMENT

On May 12, 2008, an EZCORP, Inc. subsidiary executed Amendment No. 2 to its agreement to acquire up to 100%, but not less than 70%, of the equity ownership of Value Financial Service, Inc. A copy of the amendment is attached hereto as Exhibit 10.1.

ITEM 9.01. FINANCIAL STATEMENTS AND EXHIBITS

10.1 Amendment No. 2 to Stock Purchase Agreement with Value Financial Services, Inc.

SIGNATURE

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

EZCORP, INC.
(Registrant)

Date: May 12, 2008

By: /s/ Daniel N. Tonissen
(Signature)
Senior Vice President, Chief Financial Officer, and
Director

EXHIBIT INDEX

10.1 Amendment No. 2 to Stock Purchase Agreement with Value Financial Services, Inc.

EXHIBIT 10.1

AMENDMENT NO. 2 TO
STOCK PURCHASE AGREEMENT

THIS AMENDMENT NO. 2 TO THE STOCK PURCHASE AGREEMENT (the "Amendment") dated May 12, 2008, is made by and between EZPAWN Florida, Inc. a Delaware corporation (the "Buyer") and Value Financial Services, Inc., a Florida corporation (the "Company").

RECITALS

WHEREAS, the Buyer and the Company executed and delivered that certain Stock Purchase Agreement on March 14, 2008, as amended April 28, 2008, for the purchase and sale of up to 6,646,369 shares of common stock of the Company (the "Purchase Agreement");

WHEREAS, the Buyer and the Company desire to extend the deadline for completion of the Due Diligence Investigation and closing of the transaction;

NOW THEREFORE, in consideration of the premises and the mutual promises herein made, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Buyer and the Company agree as follows:

1. Definitions. Section 1 of the Purchase Agreement is amended by adding the following definition:

"Due Diligence End Date" shall mean 5:00 p.m CDT on May 28, 2008.

2. Tender Offer. Section 6.1 of the Purchase Agreement is amended by deleting the existing language and inserting in its place the following:

The Company covenants that on or before June 3, 2008, the Company will make a cash tender offer to its shareholders to purchase up to 6,646,369 shares of its issued and outstanding capital stock ("Capital Stock"), which number of shares includes all shares of common stock issuable upon conversion of all other classes of Capital Stock to common stock ("Tender Offer"). The Tender Offer shall be for a purchase price of \$11.00 per share.

3. Closing. Section 3.2 of the Purchase Agreement is amended by deleting the words, "June 26, 2008" and inserting in their place, "July 11, 2008".

4. Due Diligence. Section 8.7 of the Purchase Agreement is amended by deleting the existing language and inserting in its place the following:

8.7 Due Diligence. Buyer shall have provided written notice to the Company prior to the Due Diligence End Date that it has completed the Due Diligence Investigation and desires to proceed with the transactions contemplated by this Agreement.

5. Termination.

(a) Subsection 9.1(c) of the Purchase Agreement is amended by deleting the existing language and inserting in its place the following:

9.1(c) By the Buyer for any reason prior to the Due Diligence End Date;

(b) Subsection 9.1(d) of the Purchase Agreement is amended by deleting the existing language and inserting in its place the following:

9.1(d) By the Company if the Buyer hasn't provided written notice to the Company prior to the Due Diligence End Date that it desires to proceed with the transactions contemplated by this Agreement;

(c) Subsection 9.1(f) of the Purchase Agreement is amended by deleting the words, "June 26, 2008" and inserting in their place, "July 11, 2008".

6. Exclusive Dealing. Subsection 11.12 of the Purchase Agreement is amended by deleting the existing language and inserting in its place the following:

11.12 Exclusive Dealing. Prior to the Due Diligence End Date, (or such earlier termination of this Agreement pursuant to Section 9 above), no director or officer of the Company, or any representative of such Person shall: (a) conduct or cause to be conducted negotiations with third parties regarding the sale or potential sale of the assets or capital stock of the Company; or (b) solicit the submission of proposals or offers from any Person, or otherwise cooperate in any way to facilitate or encourage such proposal by any Person or entity other than Buyer, relating to the sale or potential sale of the assets or capital stock of the Company.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the date and year first above written.

EZPAWN Florida, Inc.

By: _____

Daniel Tonissen, Senior Vice President
and Chief Financial Officer

Value Financial Services, Inc.

By: _____

John Thedford, President and
Chief Executive Officer