
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 30, 2011

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))
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Item 1.01 — Entry into a Material Definitive Agreement

On September 30, 2011, 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, 2011, and the term of the engagement runs through September 30, 2012. Either party may terminate the agreement at any time on thirty 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) advising on investor relations and relations with investment bankers, securities analysts, and other members of the financial services industry, (d) assisting in international business development and strategic investment opportunities, and (e) analyzing, evaluating, and advising on various financial matters. In exchange for those services, EZCORP will pay Madison Park a retainer fee of \$500,000 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 from the outset as a related party transaction. The Board of Directors has adopted a Policy for Review and Evaluation of Related Party Transactions, and 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 pursuant to 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 a number of factors, including EZCORP’s need for the services to be provided under the advisory services agreement; the unique character of EZCORP’s business; the unique capabilities and expertise of Madison Park and its principal, Mr. Cohen, to provide the needed services; the amount of the proposed annual retainer fee in relation to comparable related party and other publicly disclosed advisory engagements and in relation to various financial performance measures; and the extent to which EZCORP has benefitted in prior years from the advisory relationship with Madison Park.

After consideration and discussion of those 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 advisory services agreement 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) On October 5, 2011, Richard D. Sage, a director, notified EZCORP, Inc. that he will retire from the Board of Directors effective October 31, 2011. The company previously reported that Mr. Sage had expressed his intention to retire after the end of the most recent fiscal year.

(b)(c) Daniel M. Chism, formerly Vice President and Chief Accounting Officer, has left the company, effective October 3, 2011. Stephen A. Stamp, Senior Vice President and Chief Financial Officer, has assumed the role of principal accounting officer (in addition to principal financial officer) as of October 4, 2011. Mr. Chism's departure is not the result of any issue or concern with the company's accounting, financial reporting or internal control over financial reporting.

Item 8.01 — Other Events

The company's Board of Directors has realigned its committee assignments, effective October 1, 2011, as follows:

- Audit Committee — William C. Love (Chair), John Farrell and Thomas C. Roberts.
- Compensation Committee — Joseph J. Beal (Chair), Pablo Lagos Espinosa and Thomas C. Roberts.

Item 9.01 — Financial Statements and Exhibits.

(d) Exhibits.

10.1 Advisory Services Agreement, dated as of October 1, 2011, between EZCORP, Inc. and Madison Park, LLC

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 6, 2011

By: /s/ Thomas H. Welch, Jr.

Thomas H. Welch, Jr.

Senior Vice President, General Counsel and Secretary

EXHIBIT INDEX

Exhibit No.	Description of Exhibit
10.1	Advisory Services Agreement, dated as of October 1, 2011, between EZCORP, Inc. and Madison Park, LLC

ADVISORY SERVICES AGREEMENT

This Advisory Services Agreement (this "Agreement") is made and entered into, effective October 1, 2011, 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) Advising on investor relations and relations with investment bankers, securities analysis and other members of the financial services industry;
 - (d) Assisting in international business development and strategic investment opportunities that complement EZCORP's business lines and strategic objectives;
 - (e) Analyzing financial condition and results of operations, evaluating strengths and weaknesses of financial performance and recommending measures to improve performance;
 - (f) Advising on dividend policy and corporate transactions, such as stock repurchases, splits, recapitalizations and restructurings;
 - (g) Providing briefings on business strategy to the Board of Directors from time to time; and
 - (h) Performing such other services as are requested by EZCORP.
 - 2. ***Compensation and Payments*** —
 - (a) ***Retainer Fee*** — As compensation for providing the Services, EZCORP shall pay Madison Park a retainer fee of \$500,000 per month during the term of
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this engagement. Such fee shall be payable monthly 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, 2011 and, unless terminated as provided in subparagraph (b) of this Paragraph, shall terminate on September 30, 2012.
- (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 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)

