
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):
June 5, 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 June 5, 2008, EZCORP, Inc. announced that it entered a definitive merger agreement to acquire 100% of the equity ownership of Value Financial Services, Inc. The expected closing date of the merger is July 15, 2008. The prior Stock Purchase Agreement dated March 14, 2008 between the parties was terminated June 4, 2008, and was replaced by the merger agreement. A copy of the press release and related merger agreement are attached hereto as Exhibits 10.1 and 10.2.

ITEM 9.01. FINANCIAL STATEMENTS AND EXHIBITS

10.1 Press release dated June 5, 2008 announcing merger with Value Financial Services, Inc.

10.2 Merger 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: June 5, 2008

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

EXHIBIT INDEX

- 10.1 Press release dated June 5, 2008 announcing merger with Value Financial Services, Inc.
- 10.2 Merger agreement with Value Financial Services, Inc.

EZCORP ANNOUNCES DEFINITIVE AGREEMENT TO ACQUIRE VALUE FINANCIAL SERVICES

AUSTIN, Texas (June 5, 2008) — EZCORP, Inc. (NASDAQ: EZPW) announced today that it has entered into a definitive merger agreement to acquire 100% of the equity ownership of Value Financial Services, Inc. The purchase price will be approximately \$110 million comprised of \$73 million paid to Value Financial Services shareholders, assumption of estimated mid-July debt of \$35 million and estimated transaction costs of \$1.4 million. Not included in the purchase price is a \$3.3 million benefit of a net operating loss carry-forward, which EZCORP will utilize within two years. The consideration paid to Value Financial Services shareholders will be comprised of cash and the issuance of 1,625,000 shares of EZCORP's Class A Non-voting Common Stock.

On March 17, 2008, EZCORP announced its intent to acquire Value Financial Services subject to its due diligence review. The due diligence review is now complete. The transaction is expected to close on July 15, 2008, subject to all governmental consents. Value Financial Services currently operates 65 pawnshops: 58 in Florida, four in Tennessee and three in Georgia.

EZCORP's President and Chief Executive Officer, Joe Rotunda, stated, "We believe this acquisition gives us several opportunities to create value for our shareholders. Value Financial Services is a quality pawn operation. We estimate for the twelve months ending July 31st, Value will have generated approximately \$16 million of EBITDA; and we estimate Value's per store pawn portfolio will be approximately \$300,000 by mid-July. Following completion of the transaction, EZCORP will be the largest operator of pawnshops in the state of Florida, a strong and well-established pawn market. Finally with this acquisition, we again demonstrate our commitment to our pawn business, which continues to perform very well. Over the last twelve months, pawn revenues would have made up 77% of the combined total revenues of EZCORP and Value Financial Services."

Rotunda concluded, "Assuming a July 15th close, we expect the acquisition to be mildly accretive this fiscal year, adding one to two cents per share to our earlier EPS guidance of \$0.34 and \$1.14 for our September quarter and our 2008 fiscal year. For our fiscal 2009, we expect the acquisition to enhance our earnings by twelve to fourteen cents per share. Upon completion of the transaction, EZCORP will have long-term debt of approximately \$72 million. With this acquisition, we will generate more earnings and cash flow and continue to have a very strong balance sheet."

Stephens Inc. served as financial advisor to Value Financial Services, Inc.

EZCORP is primarily a lender or provider of credit services to individuals who do not have cash resources or access to credit to meet their short-term cash needs. In 294 U.S. EZPAWN and 26 Mexico Empeño Fácil locations open on March 31, 2008, the Company offers non-recourse loans collateralized by tangible personal property, commonly known as pawn loans. At these locations, the Company also sells merchandise, primarily collateral forfeited from its pawn lending operations, to consumers looking for good value. In 462 EZMONEY locations and 73 EZPAWN locations open on March 31, 2008, the Company offers short-term non-collateralized loans, often referred to as payday loans, or fee based credit services to customers seeking loans.

This announcement contains certain forward-looking statements regarding the Company's expected performance for future periods including, but not limited to, the completion and anticipated benefits of an acquisition and expected future earnings. Actual results for these periods may materially differ from these statements. Such forward-looking statements involve risks and uncertainties such as changing market conditions in the overall economy and the industry, consumer demand for the Company's services and merchandise, changes in the regulatory environment, and other factors periodically discussed in the Company's annual, quarterly and other reports filed with the Securities and Exchange Commission.

For additional information, contact Dan Tonissen at (512) 314-2289.

EXHIBIT 10.2

MERGER AGREEMENT

THIS MERGER AGREEMENT (this "Agreement"), dated June 5, 2008, is made by and between EZCORP, Inc., a Delaware corporation ("EZCORP"), Value Merger Sub, Inc., a Florida corporation to be formed (the "Merger Sub") and Value Financial Services, Inc., a Florida corporation, (the "Company") (together, the "Constituent Corporations").

RECITALS:

A. The boards of directors of each of the Constituent Corporations have each determined that it is advisable and in the best interests of their respective shareholders for the Merger Sub and the Company to enter into a business combination on the terms and subject to the conditions set forth herein.

B. In furtherance of such combination, the boards of directors of each of the Constituent Corporations have each approved the merger of the Merger Sub, a corporation to be formed as a wholly owned subsidiary of EZCORP, with and into the Company (the "Merger") in accordance with the terms of this Agreement and the applicable provisions of the Florida Business Corporation Act ("FBCA").

C. This Merger is authorized by Section 1101 of the FBCA.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises herein made, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Merger Sub, EZCORP and the Company agree as follows:

1 Definitions.

For purposes of this Agreement, the following terms shall have the meanings set forth below and any derivatives of the terms shall have correlative meanings:

"Credit Facility" shall mean the \$37 million financing arrangement between the Company and Fifth Third Bank, dated June 15, 2007.

"Contracts" shall mean, collectively, all oral and written contracts, agreements, instruments, documents, leases, indentures, insurance policies, undertakings or other obligations.

"Disclosure Schedule" shall mean the disclosure schedule attached hereto and incorporated herein.

"EZCORP Shares" shall mean 1,625,000 shares of class A non-voting common stock to be issued by EZCORP and exchanged in the Merger.

"Financial Statements" shall mean, collectively, the audited financial statements (including balance sheets and statement of earnings, stockholders' equity and cash flow) of the Company for each of its fiscal years ending December 31, 2004, through and including December 31, 2007.

"Governmental Authority" shall mean the government of the United States or any foreign jurisdiction, any state, county, municipality or other governmental or quasi governmental unit, or any agency, board, bureau, instrumentality, department or commission (including any court or other tribunal) of

any of the foregoing and any body exercising or entitled to exercise any administrative, executive, judicial, legislative, police, regulatory or taxing authority of any nature whatsoever.

“Hart-Scott-Rodino Act” shall mean the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended.

“Knowledge” shall mean that an individual:

(1) is actually aware of such fact or other matter, or

(2) a prudent individual in the position of the Company could be expected to discover or otherwise become aware of such fact or other matter in the course of conducting a reasonable investigation concerning the existence of such fact or other matter.

A Person other than an individual will be deemed to have “Knowledge” of a particular fact or matter if any individual who is serving as a director, officer, partner, executor, or trustee of such Person (or in any similar capacity) has, or at any time had, Knowledge of such fact or matter.

“Laws” shall mean, collectively, all federal, state, local, municipal, foreign or international constitutions, laws, statutes, ordinances, rules, regulations, codes, or principles of common law.

“Leases” shall mean, collectively, leases, contracts, agreements and other documents providing the Company with a right to use specified real and/or personal property.

“Licenses” shall mean, collectively, governmental, regulatory, administrative and non governmental licenses, permits, approvals, certifications, accreditations, notices and other authorizations.

“Material Adverse Change” or “Material Adverse Effect” shall mean any materially adverse change in or effect on the financial condition, business, operations, assets, properties or results of operations of the affected party; provided, however, that none of the following shall be deemed to have caused, constitute, or be taken into account in determining whether there has been a Material Adverse Change or Material Adverse Effect: (1) any change or effect arising from or relating to: (a) financial, banking or securities markets (including any disruption thereof and any decline in the price of any security or any market index); (b) changes in United States generally accepted accounting principles; (c) changes in the affected party’s general industry or the economy of the U.S. as a whole; and (d) adverse changes or effects arising from the announcement or consummation of the transactions contemplated hereby; (2) any change or effect in the Ordinary Course; and (3) any change or effect that is cured before the earlier of (a) the Closing Date and/or (b) the date on which this Agreement is terminated pursuant to Section 0.

“Orders” shall mean all decisions, injunctions, writs, guidelines, orders, arbitrations, awards, judgments, subpoenas, verdicts or decrees entered, issued, made or rendered by any Governmental Authority.

“Ordinary Course” shall mean the ordinary course of the Company’s business, consistent with the past practices of the Company. The Ordinary Course does not include any transaction with an officer, director, shareholder or investor of the Company.

“Person” shall mean any individual, corporation (including any non-profit corporation), general or limited partnership, limited liability company, joint venture, estate, trust, association, organization, labor union, or other entity or Governmental Authority.

“SEC” shall mean the United States Securities and Exchange Commission.

2 The Merger.

2.1 Merger. Upon the terms and conditions set forth in this Agreement, and in accordance with the applicable provisions of the FBCA, at the Effective Date (defined in Section 2.2), the Merger Sub shall be merged with and into the Company, which latter shall be the surviving corporation (the Company is also sometimes called the "Surviving Corporation" herein).

2.2 Continuing Corporate Existence. Except as may otherwise be set forth herein, the corporate existence of the Company, with all its purposes, powers, franchises, privileges, rights and immunities, shall continue unaffected and unimpaired by the Merger, and the corporate existence and identity of the Merger Sub, with all its purposes, powers, franchises, privileges, rights and immunities, at the Effective Date shall be merged with and into that of the Company, and the separate corporate existence and identity of the Merger Sub shall thereafter cease except to the extent continued by statute.

2.3 Effective Date. The Merger shall become effective at the date and time when the articles of merger are filed with the Secretary of State of Florida (the "Effective Date").

2.4 Corporate Governance.

(a) The Articles of Incorporation of the Company, as amended in the articles of merger on the Effective Date, shall become the Articles of Incorporation of the Company as the surviving corporation.

(b) The Bylaws of the Company, as amended on the Effective Date, shall become the Bylaws of the Company as the surviving corporation.

(c) Those persons serving as directors and officers of the Merger Sub on the Effective Date of the Merger shall become the directors and officers of the Company as of the Effective Date.

(d) Those persons serving as directors and officers of the Company on the Effective Date of the Merger shall cease holding their respective offices in the Company as of the Effective Date.

2.5 Rights and Obligations of the Company. At the Effective Date, the Company as the Surviving Corporation shall have the following rights and obligations.

(a) The Company shall have all the rights, privileges, immunities and powers and shall be subject to all the duties and liabilities of a corporation organized under the laws of the State of Florida.

(b) The Company shall possess all of the rights, privileges, immunities and franchises, of either a public or private nature, of the Company and the Merger Sub, and all property, real, personal and mixed, and all debts due on whatever account, and all other choses in action, and every other interest of or belonging or due to the Merger Sub and the Company shall be taken and deemed to be transferred to or invested in the Company without further act or deed.

(c) At the Effective Date, the Company shall thenceforth be responsible and liable for all contracts, liabilities and obligations of the Company and the Merger Sub, and any claim existing or action or proceeding pending by or against the Company or the Merger Sub may be prosecuted against the Company as if the Merger had not occurred, or the Company may be substituted in its place. Neither the rights of creditors nor any liens upon the property of the Company.

2.6 Closing. Consummation of the transactions contemplated by this Agreement (the “Closing”) shall take place at the offices of Greenburg Traurig, P.A., in Orlando, Florida commencing at 10:00 A.M. on or before July 15, 2008, or as soon as possible thereafter when each of the other conditions of this Agreement have been satisfied or waived, and shall proceed promptly to conclusion, at such place, time and date as shall be determined by the parties hereto. The day on which the Closing shall occur is herein called the “Closing Date.” Each of the Constituent Corporations will cause to be prepared, executed, and delivered the Articles of Merger to be filed with the Secretary of State of Florida and all other appropriate and customary documents as any party or its counsel may reasonably request for the purpose of consummating the transactions contemplated by this Agreement. All actions taken at the Closing shall be deemed to have been taken simultaneously at the time the last of any such actions is taken or completed.

3 Conversion of Securities.

3.1 On the Effective Date, by virtue of the Merger and without any action on the part of EZCORP, Merger Sub, the Company or the holders of the common stock of the Company:

(a) except as set forth in subsection 00:

(1) each share of common stock of the Company issued and outstanding immediately prior to the Effective date shall be canceled and automatically converted, subject to Section (c), into the right to receive \$11.00 per share of common stock of the Company (assuming for all purposes in this Section 3 the exercise or conversion of all then outstanding options, warrants, conversion rights, commitments or other rights to acquire the Company’s common stock, whether vested or unvested), calculated and paid as follows:

A. up to 15 of the Company’s shareholders, each of whom is listed on Schedule 1 (as said Schedule may be amended by the Company from time to time prior to the Merger) and each of whom must be “accredited investors” as that term is defined in SEC Rule 501, shall receive (i) a number of the EZCORP Shares in the individual amounts set forth on Schedule 1, plus (ii) a cash payment equal to \$11.00 per common share owned by the shareholder, minus the product of the number of the EZCORP Shares received by the shareholder as set forth in Schedule 1 times the closing price per share of EZCORP’s class A non-voting common stock on the NASDAQ Stock Market on the business day immediately prior to the Closing Date; and

B. the remaining Company shareholders not listed on Schedule 1 shall receive a cash payment of \$11.00 per share;

(2) each share of common stock of the Company held in treasury by the Company or any Subsidiary of the Company immediately prior to the Effective Date shall be canceled and extinguished without any conversion thereof and no payment or distribution shall be made with respect thereto;

(3) each share of common stock of Merger Sub issued and outstanding immediately prior to the Effective Date shall be converted into and exchanged for one validly issued, fully paid and nonassessable share of common stock of the Company; and

(4) {Intentionally Left Blank.}

(b) Notwithstanding any provisions of this Agreement to the contrary, shares of the Company's common stock which are issued and outstanding immediately prior to the Effective Date and which are held by any Person who has properly exercised their appraisal rights under the FBCA (the "Appraisal Shares") will not be converted into or represent a right to receive the applicable Merger Consideration pursuant to this Section 0. The holders thereof will be entitled only to such rights as are granted by Section 1302 of the FBCA. Each holder of Appraisal Shares who becomes entitled to payment for such shares of Company common stock pursuant to Section 1302 of the FBCA will receive payment therefor from the Company in accordance with the FBCA; provided, however, that (1) if any such holder of Appraisal Shares fails to establish its entitlement to appraisal rights as provided in Section 1323 of the FBCA, or (2) if any such holder of Appraisal Shares effectively withdraws its demand for appraisal of such shares of the Company's common stock or loses its right to appraisal and payment for its shares of the Company's common stock under Section 1323 or 1326 of the FBCA, such holder will forfeit the right to appraisal of such shares of the Company's common stock and each such share of the Company's common stock will be treated as if such share had been converted, as of the Effective Date, into a right to receive the applicable Merger Consideration, without interest thereon, as provided in subsection 00.

3.2 Exchange of Certificates.

(a) Exchange Agent. EZCORP shall deposit, or shall cause to be deposited, with American Stock & Transfer Company or such other bank or trust company that may be designated by EZCORP and is reasonably satisfactory to the Company (the "Exchange Agent"), for the benefit of the holders of shares of the Company's common stock, for exchange in accordance with this Section 0 through the Exchange Agent, cash and certificates representing the EZCORP Shares issuable pursuant to Section 0 as of the Effective Date, the aggregate of such cash and certificates for the EZCORP Shares, being hereinafter referred to as the "Exchange Fund"). If requested by the Exchange Agent, the Company and EZCORP will enter into a mutually acceptable exchange agent agreement which will set forth the duties, responsibilities and obligations of the Exchange Agent. The Exchange Agent shall, pursuant to irrevocable instructions, deliver the EZCORP Shares contemplated to be issued pursuant to Section 0, out of the Exchange Fund. Except as contemplated by Section 3.2(f) hereof, the Exchange Fund shall not be used for any other purpose.

(b) Exchange Procedures. As promptly as practicable after the Effective Date (but in any event within five business days after the Effective Date), EZCORP shall cause the Exchange Agent to mail to each holder of record of a certificate or certificates which immediately prior to the Effective Date represented outstanding shares of Company's common stock (the "Certificates") (1) a letter of transmittal (which shall be in customary form and shall specify that delivery shall be effected, and risk of loss and title to the Certificates shall pass, only upon proper delivery of the Certificates to the Exchange Agent) and (2) instructions for use in effecting the surrender of the Certificates in exchange for cash and certificates representing EZCORP Shares. Upon surrender to the Exchange Agent of a Certificate for cancellation, together with such letter of transmittal, duly executed and completed in accordance with the instructions thereto, and such other documents as may be reasonably required pursuant to such instructions, the holder of such Certificate shall be entitled to receive in exchange therefor cash and a certificate representing that number of whole EZCORP class A non-voting common stock which such holder has the right to receive in respect of the shares of Company's common stock formerly represented by such Certificate (after taking into account all shares of the Company's common stock then held by such holder) to which such holder is entitled pursuant to Section 0 (the EZCORP Shares and cash being, collectively, the "Merger Consideration"), and the Certificate so surrendered shall forthwith be canceled. In the event of a transfer of ownership of shares of Company common stock which is not registered in the transfer records of the Company, the applicable Merger Consideration may be issued to a transferee if the Certificate representing such shares of Company common stock is properly endorsed and presented to the Exchange Agent, accompanied by all documents required

to evidence and effect such transfer and by evidence satisfactory to EZCORP that any applicable share transfer taxes have been paid. Until surrendered as contemplated by this Section, each Certificate shall be deemed at all times after the Effective Date to represent only the right to receive upon such surrender the applicable Merger Consideration. No interest shall be paid or shall accrue on the cash payable upon surrender of any Certificate.

(c) No Further Rights in Company Common Stock. The Merger Consideration paid and issued (and represented by certificates delivered) upon conversion of the shares of the Company's common stock in accordance with the terms hereof shall be deemed to have been issued in full satisfaction of all rights pertaining to such shares of the Company's common stock.

(d) No Fractional Shares. No certificates or scrip representing fractional EZCORP class A non-voting common stock shall be issued upon the surrender for exchange of Certificates. In lieu of any such fractional share, each holder of Company common stock who would otherwise have been entitled to a fraction of a EZCORP class A non-voting common stock upon surrender of Certificates for exchange shall be entitled to have the number of shares such holder is to receive rounded up to the next whole number of shares.

(e) Termination of Exchange Fund. Any portion of the Exchange Fund which remains undistributed to the holders of shares of Company common stock for twelve months after the Effective Date shall be delivered to EZCORP, upon demand, and any holders of shares of Company common stock who have not theretofore complied with this Section 0 shall thereafter look only to EZCORP for the applicable Merger Consideration. Any portion of the Exchange Fund remaining unclaimed by holders of shares of Company common stock as of a date which is immediately prior to such time as such amounts would otherwise escheat to or become property of any government entity shall, to the extent permitted by applicable Law, become the property of EZCORP free and clear of any claims or interest of any person previously entitled thereto.

(f) No Liability. None of EZCORP, Merger Sub, or the Company shall be liable to any holder of shares of Company common stock for any such Merger Consideration delivered to a public official pursuant to any abandoned property, escheat or similar Laws.

(g) Lost Certificates. If any Certificate shall have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming such Certificate to be lost, stolen or destroyed and, if required by the Company, the posting by such person of a bond, in such reasonable amount as the Company may direct, as indemnity against any claim that may be made against it with respect to such Certificate, the Exchange Agent will issue in exchange for such lost, stolen or destroyed Certificate, the applicable Merger Consideration.

3.3 Additional Consideration.

(a) The parties contemplate that some or all of the EZCORP Shares will be offered for sale by the Company shareholders listed on Schedule 1 (the "Selling EZCORP Shareholders") shortly after the Registration Statement becomes effective. The Selling EZCORP Shareholders will be offered the opportunity to sell 401,489 shares in one or more block trades or negotiated transactions through Stephens, Inc. The Selling EZCORP Shareholders will also be offered the opportunity to sell their remaining EZCORP Shares in second and subsequent block trades or negotiated transactions after the sale of the initial 401,489 shares is executed. The Selling EZCORP Shareholders will cause the EZCORP Shares that they wish to sell to be deposited with Stephens, Inc., as soon as practicable after Closing. Stephens, Inc., or another broker designated by the Company will sell the shares so deposited within five business days of the effective date of the Registration Statement. Promptly after the settlement date for the sale of

the 401,489 shares by Stephens, Inc., Stephens, Inc., will notify EZCORP and the Selling EZCORP Shareholders of the per share sales price of the shares. To the extent that the average sales price per share of the initial 401,489 shares (after deducting any commissions, expenses or discounts paid with respect to the sale) is less than the closing market price per share of EZCORP's class A non-voting common stock on the business day immediately prior to the Closing Date (the "Sale Discount"), EZCORP will pay Sale Discount times 401,489 to the Selling EZCORP Shareholders, pro rata according to the number of shares sold on behalf of each Selling EZCORP Shareholder. EZCORP will cause the payment in respect of the Sale Discount to be made within three business days of the settlement date of the shares so sold.

3.4 Stock Transfer Books. At the Effective Date, the stock transfer books of the Company shall be closed and there shall be no further registration of transfers of shares of Company common stock thereafter on the records of the Company. From and after the Effective Date, the holders of Certificates representing shares of Company common stock outstanding immediately prior to the Effective Date shall cease to have any rights with respect to such shares of Company common stock, except as otherwise provided in this Agreement or by Law. On or after the Effective Date, any Certificates presented to the Exchange Agent or EZCORP for any reason shall be converted into the applicable Merger Consideration.

3.5 Closing Certificates. At the Closing, (a) EZCORP shall deliver to the Company a certificate, in form and substance satisfactory to the Company and signed by its Chief Executive Officer and Chief Financial Officer, certifying in reasonable detail the calculation of the amount of fully diluted EZCORP non-voting common stock on the Closing Date, together with all supporting materials used in such calculation, and (b) the Company shall deliver to EZCORP a certificate, signed by its Chief Executive Officer and Chief Financial Officer, certifying in reasonable detail the calculation of the aggregate number of Company common stock, including common stock issued and outstanding immediately prior to the Effective Date.

3.6 Changes in Capitalization. If, between the date of this Agreement and the Effective Date, the outstanding shares of the EZCORP's class A non-voting common stock or the Company's common stock are changed into a different number or class of shares by means of any stock split, division or subdivision of shares, stock dividend, reverse stock split, consolidation of shares, reclassification, recapitalization or other similar transaction, then the Merger Consideration shall be appropriately adjusted; provided that no adjustment shall be made under this Section if the number of outstanding shares of the Company's common stock increases as a result of the exercise of the Company's stock options, warrants, conversion rights or other rights to acquire the Company's common stock.

3.7 Appraisal Shares. No more than ten (10) days after to the Effective Date, the Surviving Corporation shall give notice in writing to each holder of Appraisal Shares in the form required by Section 1322 of the FBCA. Within forty (40) days after the date on which notice is mailed, each holder of Appraisal Shares must either accept the Company's offer as stated in the Company's notice or, if the offer is not accepted, such shareholder's estimated fair value of the shares of the Company common stock and a demand for the payment of such shareholder's estimated value plus interest. If any holder of Appraisal Shares fails to respond as provided in this Section 3.6, then such shareholder shall have waived, in accordance with the FBCA, the right to demand appraisal with respect to the shares of the Company common stock.

4 Conduct Pending Closing.

4.1 From the date of this Agreement until Closing, the Company will

(a) conduct its business only in the Ordinary Course unless otherwise expressly approved by EZCORP in writing (which approval will not be unreasonably withheld conditioned or delayed);

(b) use its reasonable best efforts to preserve intact the current business organization of the Company, keep available the services of the current officers, employees, and agents of the Company, and maintain the relations and good will with suppliers, customers, landlords, creditors, employees, agents, and others having business relationships with the Company;

(c) disclose to EZCORP the estimated cost of receiving a fairness opinion from a third party as to this Agreement and the terms hereof;

(d) confer with EZCORP concerning operational matters of a material nature;

(e) provide to EZCORP copies of the Company's unaudited interim financial statements for each three month period ended March 31, June 30 and September 30 of each fiscal year from the date of this Agreement until its Closing or termination; together with internally prepared supplemental notes concerning the status of the Company's assets and liabilities for the interim three month periods, which interim financial statements shall be prepared in accordance with generally accepted accounting principles maintained and applied on a consistent basis throughout the indicated periods, and fairly present the financial condition and results of operation of the Company at the dates and for the relevant periods indicated, except that the interim unaudited financial statements do not include footnotes and certain financial presentations normally required under generally accepted accounting principles; and

(f) Notwithstanding anything to the contrary set forth in this Agreement, no party to this Agreement will be required to undertake and/or comply with any covenant, obligation, request or otherwise undertake any action required by this Agreement, if doing so would be, or be deemed to be, in violation of any Laws, based upon the reasonable advice of such party's legal counsel.

4.2 Prior to Closing, the Company, Merger Sub and EZCORP will cooperate in obtaining every consent, approval, ratification, waiver or other authorization ("Consent") necessary under any Contract, Order, License, Law or restriction to which the Company or EZCORP is subject or a party to the extent failure to obtain any such Consent would have a Material Adverse Effect as a result of the Closing and consummation of this Agreement.

5 Representations and Warranties by the Company.

The Company represents and warrants that, except as set forth in the attached Disclosure Schedule, which Disclosure Schedule shall be deemed to be representations and warranties as if made hereunder:

5.1 Enforceability. The Company has all necessary power and authority to enter into and, subject to the requisite approval by the Company's shareholders, consummate the transactions contemplated by this Agreement in accordance with its terms. This Agreement is a valid and binding obligation of the Company, enforceable against it in accordance with its terms.

5.2 Organization and Qualification. The Company is a corporation duly organized and validly existing under the Laws of the State of Florida. The Company is qualified to transact business as a domestic or foreign corporation or organization in every jurisdiction where the failure to so qualify would have a Material Adverse Effect.

5.3 Conflicting Obligations on Execution. The execution and delivery of this Agreement do not: (a) conflict with or violate any provisions of, or result in the maturation or acceleration of, any obligations under any Contract, Order, License, Law or restriction to which the Company is subject or a party to the extent such conflict or violation has a Material Adverse Effect; or (b) violate any restriction or limitation, or result in the termination, or loss of any right (or give any third party the right to cause such termination or loss), of any kind to which they are bound or have to the extent such violation, termination or loss has a Material Adverse Effect, other than the Credit Facility and certain Leases.

5.4 Capitalization. The capitalization of the Company as set forth in the Investor Listing dated December 31, 2007 (“Cap Table”) and delivered to EZCORP is complete and accurate as of the execution of this Agreement. There are no outstanding options, warrants, convertible securities or other rights to subscribe for or acquire any capital stock or securities convertible into capital stock of the Company, other than as set forth in the Cap Table. All capital stock has been issued in compliance with applicable federal and state securities Laws.

5.5 Organizational Documents. True, correct and complete copies of the articles of incorporation, by-laws and other organizational documents, as amended, of the Company have been delivered to EZCORP. Except as provided in this Agreement, there has been no change in the rights, preferences or other terms of the Company’s capital stock since the filing of the Company’s Amended and Restated Articles of Incorporation with the Secretary of State of Florida on September 10, 2001.

5.6 Financial Statements. The Company has provided to EZCORP true and complete copies of the Company’s audited Financial Statements for the fiscal years ending December 31, 2006, 2005 and 2004, and a draft of the Company’s Financial Statements for the fiscal year ended December 31, 2007. Within seven (7) days from the execution of this Agreement, the Company shall provide to EZCORP audited Financial Statements for the fiscal year ended December 31, 2007 (“the 2007 Financial Statements”), which Financial Statements shall reflect no Material Adverse Change from the information presented in the draft of the Company’s Financial Statements for the fiscal year ended December 31, 2007, which was delivered to EZCORP on May 27, 2007, and unaudited interim financial statements for the three month periods ended March 31, 2008 and 2007, together with internally prepared supplemental notes concerning the status of the Company’s assets and liabilities for the interim three month periods. The Company’s Financial Statements and other books and records of account accurately reflect all of the assets, liabilities, transactions and results of operations of the Company, and the Financial Statements have been prepared based upon and in conformity therewith. The Financial Statements have been prepared in accordance with generally accepted accounting principles maintained and applied on a consistent basis throughout the indicated periods, and fairly present the financial condition and results of operation of the Company at the dates and for the relevant periods indicated, except that interim unaudited Financial Statements do not include footnotes and certain financial presentations normally required under generally accepted accounting principles.

5.7 Licenses. The Company possesses all Licenses as are necessary for the consummation of the transactions contemplated hereby or the conduct of its business or operations where the failure to have such License would have a Material Adverse Effect. Neither the execution of this Agreement nor the consummation of the transactions contemplated hereby will result in the revocation, or an adverse change in the terms or conditions, of any of the Licenses, to the extent such revocation or adverse change has a Material Adverse Effect, and all Licenses shall continue in full force and effect in accordance with their present terms unaffected by the consummation of the transactions contemplated hereby.

5.8 Litigation. There are no claims, lawsuits, actions, arbitrations or other proceedings or governmental investigations (collectively, “Claims”) pending with respect to this Agreement and the transactions contemplated hereby. The Company has not received written notice of any Claims, which would have a Material Adverse Effect, pending or against the Company or any of its officers, directors, employees or affiliates involving, affecting or relating to the Company or the transactions contemplated by this Agreement, nor have any such matters been threatened against the Company. There

are no outstanding judgments, orders, injunctions, decrees, stipulations or awards (whether rendered by a court or administrative agency, or by arbitration) regarding the Company.

5.9 Compliance With Law. To the Knowledge of the Company, the conduct of the Company's business does not violate, and the Company is not in default under, any Law or Order.

5.10 Brokerage. The Company has not incurred, nor made commitment for, any brokerage, finder's or similar fee in connection with the transaction contemplated by this Agreement, other than to Stephens Inc. and to JMP Securities, Inc.

5.11 No Material Adverse Change. Since December 31, 2007, there has not been any Material Adverse Change, and no event has occurred or circumstance exists that may result in a Material Adverse Effect.

5.12 Representations and Warranties True and Correct. The representations and warranties contained herein, and all other documents, certifications, materials and written statements or information given to the Merger Sub or EZCORP by or on behalf of the Company or disclosed on the Disclosure Schedule, do not include any untrue statement of a material fact or omit to state a material fact required to be stated herein or therein in order to make the statements herein or therein, in light of the circumstances under which they are made, not misleading.

6 Merger Sub's and EZCORP's Representations and Warranties.

The Merger Sub and EZCORP represent and warrant that:

6.1 Organization. The Merger Sub is a corporation duly organized and validly existing under the laws of the State of Florida. EZCORP is a corporation duly organized and validly existing under the laws of the State of Delaware.

6.2 Enforceability; Conflicting Obligations. This Agreement and all other agreements of the Merger Sub and EZCORP contemplated hereby are or, upon the execution thereof, will be the valid and binding obligations of the Merger Sub and EZCORP enforceable against it in accordance with their terms. The execution and delivery of this Agreement do not, the issuance and delivery of the EZCORP Shares will not, and the consummation of the purchase of the Shares will not, conflict with or violate any provision of the articles of organization of the Merger Sub or EZCORP, nor any provisions of, or result in the acceleration of, any obligation of the Merger Sub or EZCORP.

6.3 Authorization. The Merger Sub and EZCORP has all necessary corporate power and authority to enter into and perform the transactions contemplated herein in accordance with the terms and conditions hereof. The execution and delivery of this Agreement, and the performance by the Merger Sub and EZCORP of their obligations contained herein, have been duly approved by the Merger Sub and EZCORP.

6.4 Brokerage. The Merger Sub and EZCORP have not incurred, nor made commitment for, any brokerage, finder's or similar fee in connection with the transactions contemplated by this Agreement.

6.5 Litigation. There is no litigation, proceeding or governmental investigation pending, or to the Merger Sub's or EZCORP's knowledge, threatened against or relating to the transactions contemplated herein.

6.6 Issuance of EZCORP Shares. The EZCORP Shares to be exchanged for the Company's common stock will, when delivered to the Company's shareholders, be validly issued, fully paid, non-assessable and not subject to any pre-emptive rights.

6.7 Funds Available. Each of EZCORP and Merger Sub is solvent and, at Closing, EZCORP will have all funds in place necessary to pay and deliver the cash portion of the Merger Consideration as contemplated hereby without any contingencies existing. As of the date hereof there are, and as of the Effective Date there will be, sufficient authorized and unissued shares of EZCORP's class A non-voting common stock to enable EZCORP to issue and deliver the portion of the Merger Consideration consisting of EZCORP Shares as contemplated hereby.

6.8 Financial Reports and SEC Documents. EZCORP's Annual Report on Form 10-K for the fiscal year ended September 30, 2007, and all other reports, registration statements, definitive proxy statements or information statements filed or to be filed by it with the SEC subsequent to September 30, 2007 under the Securities Act of 1933, as amended (the "Securities Act"), or under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), in the form filed together with any amendments required to be made with respect thereto, that were required to be filed with any applicable Governmental Authority under any applicable Law (collectively, "SEC Documents") as of the date filed, (a) complied in all material respects with the applicable requirements under the Securities Act or the Exchange Act, as the case may be, and (b) did not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; and each of the balance sheets or statements of condition contained in or incorporated by reference into any such SEC Document (including the related notes and schedules thereto) fairly presents the consolidated financial position of EZCORP as of its date, and each of the statements of income or results of operations and changes in shareholders' equity and cash flows or equivalent statements in such SEC Documents (including any related notes and schedules thereto) fairly present the consolidated results of operations, changes in shareholders' equity and cash flows, as the case may be, of EZCORP for the periods to which they relate, in each case in accordance with generally accepted accounting principles consistently applied during the periods involved, except in each case as may be noted therein, subject to normal year-end audit adjustments and the absence of footnotes in the case of unaudited statements.

6.9 Representations and Warranties True and Correct. The representations and warranties contained herein, and all other documents, certifications, materials and written statements or information given to the Company by or on behalf of the Merger Sub and EZCORP or disclosed on the Disclosure Schedule, do not include any untrue statement of a material fact or omit to state a material fact required to be stated herein or therein in order to make the statements herein or therein, in light of the circumstances under which they are made, not misleading.

7 Additional Agreements.

7.1 Hart-Scott-Rodino. The Merger Sub, EZCORP and the Company will file any Notification and Report Forms and related material that it may be required to file with the Federal Trade Commission and the Antitrust Division of the United States Department of Justice under the Hart-Scott-Rodino Act, will use its commercially reasonable efforts to obtain an early termination of the applicable waiting period, and will make any further filings pursuant thereto that may be necessary, proper, or advisable in connection therewith. The fees and expenses of any such filing shall be borne 50% by EZCORP and 50% by the Company.

7.2 Release of Thedford Employment Agreement at Closing. At Closing, the Company shall deliver to EZCORP an unconditional release of John Thedford from all of his obligations under the Employment Agreement between the Company and Mr. Thedford effective as of January 1, 2007, and an unconditional release of the Company by Mr. Thedford from all of the Company's obligations under the Employment Agreement between the Company and Mr. Thedford effective as of January 1, 2007. The Company acknowledges that EZCORP intends to employ Mr. Thedford as an executive of

Texas EZPAWN, L.P., immediately after Closing.

7.3 Section 382 Opinion. On or before June 30, 2008, the Company shall deliver to EZCORP an opinion from the Company's auditor, McGladrey & Pullen, LLC, to the effect that, based on the procedures performed and the facts and assumptions set forth in the opinion, the auditor has concluded that the Company should not have experienced an ownership change, as defined in Section 382(g)(1), during the period beginning January 1, 1998 and ending December 31, 2007, no event has occurred that caused or would cause an ownership change the Company under 26 U.S.C. § 382 and federal regulations adopted thereunder (the "382 Opinion"), together with the auditors' work papers and supporting information, whether created by the Company or by its auditors, relating to the 382 Opinion.

7.4 Registration Statement.

(a) As promptly as practicable after the execution of this Agreement, EZCORP shall prepare and file with the SEC a registration statement on Form S-3 or such other form as appropriate to register the EZCORP Shares (together with any amendments thereof or supplements thereto, the "Registration Statement"). EZCORP shall use its reasonable best efforts to respond as promptly as practicable to any comments of the SEC with respect thereto and to cause the Registration Statement to be declared effective by the SEC. EZCORP shall take all or any action required under any applicable federal or state securities laws in connection with the issuance of the EZCORP Shares. The Company shall furnish all information concerning the Company as EZCORP may reasonably request in connection with such actions and the preparation of the Registration Statement. EZCORP shall advise the Company in writing as promptly as practicable after (1) the Registration Statement has been declared effective by SEC, (2) any supplement or amendment to the Registration Statement has been filed, (3) the issuance of any stop order with respect to the Registration Statement, (4) the suspension of the qualification of the EZCORP's Shares covered thereby for offering or sale in any jurisdiction, or (5) the receipt of any request by the SEC for amendment of the Registration Statement or comments thereon and responses thereto or requests by the SEC for additional information, and EZCORP shall promptly provide to the Company copies of all correspondence between EZCORP or any of its representatives or advisors and the SEC.

(b) The information supplied by EZCORP for inclusion in the Registration Statement shall not, at (1) the time the Registration Statement becomes effective under the Securities Act and (2) the Effective Date, contain any untrue statement of a material fact or fail to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. If, at any time prior to the Effective Date, any event or circumstance relating to EZCORP or any EZCORP subsidiary, or their respective officers or directors, that should be set forth in an amendment or a supplement to the Registration Statement should be discovered by EZCORP, EZCORP shall promptly inform the Company thereof. All documents that EZCORP is responsible for filing with the SEC in connection with the Merger or the other transactions contemplated by this Agreement will comply as to form and substance in all material respects with the applicable requirements of the Securities Act and the rules and regulations thereunder and the Exchange Act and the rules and regulations thereunder.

(c) The information supplied by the Company for inclusion in the Registration Statement shall not, at (1) the time the Registration Statement becomes effective under the Securities Act and (2) the Effective Date, contain any untrue statement of a material fact or fail to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. If, at any time prior to the Effective Date, any event or circumstance relating to the Company or any Company subsidiary, or their respective officers or directors, that should be set forth in an amendment or a supplement to the Registration Statement should be discovered by the Company, the Company shall promptly inform EZCORP.

7.5 Company Disclosure Statement.

(a) The Company shall prepare and mail to its shareholders a proxy or other appropriate disclosure statement (the “Disclosure Statement”) with respect to the conversion of its capital stock to common stock and approval of the Merger and this Agreement. EZCORP shall furnish all information concerning EZCORP as the Company may reasonably request in connection with such actions and the preparation of the Disclosure Statement. The Company will provide EZCORP and Merger Sub drafts of, and solicit EZCORP’s and Merger Sub’s comments on, the Disclosure Statement prior to delivering the Disclosure Statement to its shareholders.

(b) The Proxy Statement shall include a copy of the fairness opinion identified in 9.4.

7.6 The Company shall use its reasonable best efforts to obtain the approval of a majority of shareholders eligible to vote thereon of the conversion of all of the Company’s issued and outstanding capital stock to common stock, the Merger, and this Agreement.

7.7 Listing of Shares. Prior to the Effective Date, EZCORP shall file with the NASDAQ Stock Market such notices, forms and other documents as may be required to cause the EZCORP Shares to be listed and approved for quotation on the NASDAQ Global Select market as of the Effective Date.

7.8 Section 16 Matters. Prior to the Effective Date, EZCORP shall use its reasonable best efforts to cause any acquisitions of EZCORP capital stock resulting from the Merger from each person who may be subject to the reporting requirements of Section 16 of the Exchange Act with respect to EZCORP following the Effective Date, to be exempt under Rule 16b-3 promulgated under the Exchange Act.

7.9 Public Announcements. EZCORP and Merger Sub will provide the Company drafts of, and solicit the Company’s comments on, any press release or other public statements with regards to the Merger or this Agreement prior to making the release or public statement.

8 Conditions Precedent to Merger Sub’s and EZCORP’s Obligation to Close.

The obligation of the Merger Sub and EZCORP to consummate the transactions contemplated by this Agreement shall be subject to the satisfaction and fulfillment of each of the following express conditions precedent prior to and on the Closing Date (any of which may be waived by Merger Sub, in whole or in part):

8.1 Approval by the Company. The holders of a majority of the outstanding common stock of the Company shall have voted in favor of the Merger, including all shares of common stock issuable upon conversion of all other classes of capital stock to common stock.

8.2 Conversion of Capital Stock. Prior to the vote by the Company's shareholders on whether to approve the merger, all shares of capital stock or convertible securities of the Company shall have been converted into shares of common stock of the Company.

8.3 Hart-Scott-Rodino. All applicable waiting periods (and any extensions thereof) under the Hart-Scott-Rodino Act shall have expired or otherwise been terminated and the Merger Sub, EZCORP and the Company shall have received all authorizations, consents, and approvals of governments and governmental agencies.

8.4 Representation and Warranties. All the representations and warranties in this Agreement made by the Company (except those contained in Section 5.2) must be accurate in all material respects as of the Closing Date as if made on the Closing Date.

8.5 Performance of Covenants and Obligations. The Company shall have performed and complied with all of its covenants and obligations under this Agreement, including but not limited to the applicable additional agreements contained in Section 0, which are to be performed or complied with by it prior to or on the Closing Date.

8.6 Material Adverse Change. From and after the date of this Agreement and until the Closing Date, the Merger Sub and EZCORP shall have reasonably determined that there has been no Material Adverse Change.

8.7 Consent. The Company shall have obtained every Consent necessary under any Contract, Order, License, Law or restriction to which the Company is subject or a party to the extent failure to obtain any such Consent would have a Material Adverse Effect as a result of the Closing and consummation of this Agreement.

9 Conditions to the Company's Obligation to Close.

The obligation of the Company to consummate the transactions contemplated by this Agreement, including the Tender Offer, shall be subject to the satisfaction and fulfillment, prior to and on the Closing Date, of the following express conditions precedent (any of which may be waived by the Company, in whole or in part):

9.1 Approval by the Merger Sub. The holder of the outstanding Class B voting common stock of EZCORP and a majority of the outstanding common stock of the Merger Sub shall have voted in favor of the Merger.

9.2 Representations and Warranties. All the representations and warranties in this Agreement made by the Merger Sub and EZCORP must be accurate in all material respects as of the Closing Date as if made on the Closing Date.

9.3 Performance of Covenants and Obligations. The Merger Sub and EZCORP shall have performed and complied with all of its material covenants and obligations under this Agreement, including but not limited to the additional agreements contained in Section 0, which are to be performed or complied with by it prior to or on the Closing Date.

9.4 Payment of Purchase Price. The Merger Sub shall have caused the payments to be made and the EZCORP Shares to be delivered as described in Section 2 hereof.

9.5 Fairness Opinion. The Company shall have received a fairness opinion from a third party as to this Agreement and the terms hereof.

9.6 Board Approval. The Company's Board of Directors shall have approved the execution and delivery of this Agreement and recommended to the Company's shareholders that the transactions contemplated herein be approved.

9.7 Shareholder Approval. Holders of a majority of each outstanding series of capital stock of the Company shall have approved the conversion of such shares into common stock of the Company prior to the Merger and shall have approved the Merger.

9.8 Hart-Scott-Rodino. All applicable waiting periods (and any extensions thereof) under the Hart-Scott-Rodino Act shall have expired or otherwise been terminated and the Merger Sub, EZCORP and the Company shall have received all authorizations, consents, and approvals of governments and governmental agencies.

9.9 Registration Statement and Related Matters. The Registration Statement shall have been declared effective by the SEC under the Securities Act, no stop order suspending the effectiveness of the Registration Statement shall have been issued by the SEC and no proceeding for that purpose shall have been initiated by the SEC and not concluded or withdrawn, the EZCORP Shares shall have been approved for listing on the NASDAQ Global Select Market, and EZCORP shall have provided to the Company a certificate, signed by a duly authorized officer of EZCORP, to the effect that the foregoing conditions set forth in this Section 9.8 have been satisfied.

10 Termination.

10.1 This Agreement may, by written notice given prior to or at Closing, be terminated:

(a) By either the Merger Sub or the Company 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 (if such breach is capable of being cured within 15 days after the breaching party's receipt of written notice thereof;

(b) (1) by the Merger Sub or EZCORP if any of the conditions in Section 0 have not been satisfied as of the Closing Date, or if, prior to that time, satisfaction of a condition is or becomes impossible (unless the failure to satisfy the condition results primarily from the Merger Sub or EZCORP itself breaching any representation, warranty, or covenant contained in this Agreement) and Merger Sub or EZCORP has not waived such condition on or before the Closing Date; or (2) by the Company if any of the conditions in Section 8.7 have not been satisfied as of the Closing Date, or if, prior to that time, satisfaction of a condition is or becomes impossible (unless the failure to satisfy the condition results primarily from the Company breaching any representation, warranty, or covenant contained in this Agreement) and the Company has not waived such condition on or before the Closing Date;

(c) By EZCORP if the Company receives from the holders of more than 10% of its issued and outstanding shares of capital stock valid and enforceable notices of their intent to demand for payment for their shares pursuant to FBCA Section 1321;

(d) by mutual consent of the Merger Sub, EZCORP and the Company;

(e) by any of the Merger Sub, EZCORP or the Company 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 August 8, 2008; and

(f) by the Company if the conversion of the Company's issued and outstanding capital stock to common stock, the Merger or this Agreement shall fail to receive the requisite votes for approval by the shareholders of the Company at the shareholders' meeting to be held pursuant to Section 7.6 hereof.

11 Indemnification.

11.1 Survival of Representations. All covenants and obligations in this Agreement and the Disclosure Schedule shall survive the Closing for a period of one year. The right to indemnification, payment of damages or any other remedy based on such representations, warranties, covenants and obligations will not be affected by any investigation conducted with respect to, or any Knowledge acquired (or capable of being acquired) at any time, whether before or after the execution and delivery of this Agreement or the Closing Date, with respect to the accuracy or inaccuracy of or compliance with, any such representation, warranty, covenant, or obligation. The waiver of any condition based on the accuracy of any representation or warranty, or on the performance of or compliance with any covenant or obligation, will not affect the right to indemnification, payment of damages, or other remedy based on such representations, warranties, covenants, and obligations.

11.2 Indemnification.

(a) The Company will indemnify and hold harmless the Merger Sub and EZCORP for, and will pay to the Merger Sub and EZCORP the amount of, any loss liability, claim, damage, expense or deficiency including, but not limited to, reasonable attorneys' fees and other costs and expenses from or in connection with:

(1) Any material breach of any representation or warranty made by the Company in this Agreement, the Disclosure Schedule and any other certificate or document delivered by the Company pursuant to this Agreement; or

(2) Any material breach by the Company of any covenant or obligation of the Company in this Agreement.

(b) The Merger Sub and EZCORP will indemnify and hold harmless the Company for, and will pay to the Company the amount of, any loss, liability, claim, damage, expense or deficiency including, but not limited to, reasonable attorneys' fees and other costs and expenses from or in connection with:

(1) Any material breach of any representation or warranty made by the Merger Sub or EZCORP in this Agreement and any other certificate or document delivered by Merger Sub or EZCORP pursuant to the Agreement; or

(2) Any material breach by the Merger Sub or EZCORP of any covenant or obligation of the Merger Sub or EZCORP in this Agreement.

12 Miscellaneous.

12.1 Further Assurances. Each party hereto from time to time hereafter, and upon request, shall execute, acknowledge and deliver such other instruments as reasonably may be required to more effectively carry out the terms and conditions of this Agreement.

12.7 Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, provided that all such counterparts, in the aggregate, shall contain the signatures of all parties hereto.

12.8 Headings. All Section headings herein are inserted for convenience only and shall not modify or affect the construction or interpretation of any provision of this Agreement.

12.9 Amendment, Modification and Waiver. This Agreement may not be modified, amended or supplemented except by mutual written agreement of the Merger Sub and the Company. Both the Merger Sub and the Company may waive in writing any term or condition contained in this Agreement and intended to be for its benefit; provided, however, that no waiver by either party, whether by conduct or otherwise, in any one or more instances, shall be deemed or construed as a further or continuing waiver of any such term or condition.

12.10 Entire Agreement. This Agreement, any Exhibit attached hereto, and the Disclosure Schedule represent the entire agreement of the parties with respect to the subject matter hereof and supersede and replace any prior understandings and agreements with respect to the subject matter hereof and no provision or document of any kind shall be included in or form a part of such agreement unless signed and delivered to the other party by the party to be charged.

12.11 Third Party Beneficiaries. No third parties are intended to benefit from this Agreement, and no third party beneficiary rights shall be implied from anything contained in this Agreement.

[signatures on following page]

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

EZCORP, Inc.

By: _____
Connie Kondik
Vice President

Value Merger Sub, Inc.

By: _____
Connie Kondik
Vice President

Value Financial Services, Inc.

By: _____
John Thedford, President and
Chief Executive Officer