

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

FORM S-8

REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933

EZCORP, INC.

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction of incorporation or organization)

74-2540145

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

1901 Capital Parkway, Austin, Texas

(Address of Principal Executive Offices)

78746

(Zip Code)

EZCORP, INC. 2010 LONG-TERM INCENTIVE PLAN

(Full title of the plan)

Thomas H. Welch, Jr.

Senior Vice President, General Counsel and Secretary

EZCORP, Inc.

1901 Capital Parkway

Austin, Texas 78746

(Name and address of agent for service)

(512) 314-3400

(Telephone number, including area code, of agent for service)

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

Large accelerated filer

Accelerated filer

Non-Accelerated filer

Smaller reporting company

(Do not check if a smaller reporting company)

CALCULATION OF REGISTRATION FEE

Title of securities to be registered	Amount to be registered	Proposed maximum offering price per share (1)	Proposed maximum aggregate offering price	Amount of registration fee
Class A Non-Voting Common Stock, par value, \$0.01 per share	1,575,750 (2)	\$18.54	\$29,214,405	\$2,083

- (1) Estimated solely for purposes of calculating the registration fee, in accordance with Rule 457(h), on the basis of the price of securities of the same class, as determined in accordance with Rule 457(c), using the average of the high and low prices for the Class A Non-Voting Common Stock reported on The NASDAQ Stock Market on May 18, 2010.
- (2) Pursuant to Rule 416, this Registration Statement shall be deemed to cover such additional shares of Class A Non-Voting Common Stock as may become issuable pursuant to the antidilution provisions of the EZCORP, Inc. 2010 Long-Term Incentive Plan.

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PART I

INFORMATION REQUIRED IN THE SECTION 10(a) PROSPECTUS

The information specified in Part I of this Form has been omitted from this Registration Statement in accordance with the Note to Part I of Form S-8.

PART II

INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

Item 3 — Incorporation of Documents by Reference.

The following documents, which have been filed with the Securities and Exchange Commission (the “SEC”) pursuant to the Securities Exchange Act of 1934 (the “Exchange Act”) by EZCORP, Inc., a Delaware corporation (the “Company”) (Commission File No. 0-19424), are incorporated herein by reference and made a part hereof (except to the extent that information therein is deemed furnished and not filed pursuant to the Exchange Act):

- (a) The Company’s Annual Report on Form 10-K for the fiscal year ended September 30, 2009;
- (b) The Company’s Quarterly Reports on Form 10-Q for the fiscal quarters ended December 31, 2009 and March 31, 2010;
- (c) The Company’s Current Reports on Form 8-K filed on November 5, 2009; November 30, 2009; February 11, 2010; and February 16, 2010; and
- (d) The description of the Company’s Class A Non-Voting Common Stock contained in the Registration Statement on Form 8-A dated July 24, 1991, including any amendment or report filed to update such description.

Except to the extent that information therein is deemed furnished and not filed pursuant to the Exchange Act, all documents filed by the Company pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Exchange Act subsequent to the effective date of this Registration Statement and prior to the filing of a post-effective amendment to this Registration Statement indicating that all securities offered hereby have been sold or deregistering all securities then remaining unsold, shall be deemed to be incorporated by reference herein and to be a part hereof from the date of filing of such documents. Any statement contained herein or in any document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded for purposes of this Registration Statement to the extent that a statement contained herein or in any other subsequently filed document which also is or is deemed to be incorporated by reference herein modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed to constitute a part of this Registration Statement, except as so modified or superseded.

Item 4 — Description of Securities.

Not applicable.

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Item 5 — Interests of Named Experts and Counsel.

Certain legal matters in connection with the validity of the Company's Class A Non-Voting Common Stock offered hereby have been passed upon by Thomas H. Welch, Jr., Senior Vice President, General Counsel and Secretary of the Company. Mr. Welch is an employee and stockholder of the Company and will be a participant in the EZCORP, Inc. 2010 Long-Term Incentive Plan.

Item 6 — Indemnification of Directors and Officers.

Article Eighth of the Company's Amended Certificate of Incorporation provides that the Company shall indemnify its present or former directors and officers, and may indemnify any employee or agent of the Company, to the fullest extent permitted under the Delaware General Corporation Law (the "DGCL"). Pursuant to Section 145 of the DGCL, the Company generally has the power to indemnify each of its present and former directors, officers, employees and agents against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Company) to which such person is a party or is threatened to be made a party by reason of the fact that such person is or was a director, officer, employee or agent of the Company or is or was serving at the request of the Company as a director, officer, employee or agent of another corporation or entity, so long as (a) such person acted in good faith and in a manner they reasonably believed to be in or not opposed to the best interests of the Company and, with respect to any criminal action or proceeding, had no reasonable cause to believe their conduct was unlawful, or (b) such person has been successful on the merits or otherwise in defense of any such action, suit or proceeding or in defense of any claim, issue or matter therein; provided, however, that in the case of any threatened, pending or completed action or suit by or in the right of the Company to procure a judgment in its favor, indemnification is generally limited to expenses (including attorneys' fees) actually and reasonably incurred in connection with the defense or settlement of such action or suit and is not available with respect to any claim, issue or matter as to which such person has been adjudged to be liable to the Company unless and only to the extent that the court determines that such person is fairly and reasonably entitled to indemnity for such expenses that the court shall deem proper. Section 145 of the DGCL expressly provides that the indemnification authorized thereunder shall not be deemed exclusive of any rights to which a person may be entitled under any bylaw, agreement, vote of stockholders or disinterested directors or otherwise.

Section 145 of the DGCL also gives the Company the power to purchase and maintain insurance on behalf of any of its present or former directors, officers, employees or agents, or any person who is or was serving at the request of the Company as a director, officer, employee or agent of another corporation or entity, and the Company maintains directors and officers insurance policies for the benefit of its directors, officers and employees.

Item 7 — Exemption from Registration Claimed.

Not applicable.

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Item 8 — Exhibits.

The following exhibits are filed as a part of this Registration Statement:

<u>Exhibit Number</u>	<u>Description</u>
4.1	Amended Certificate of Incorporation (incorporated by reference to Exhibit 3.1 to the Company's Registration Statement on Form S-4 filed on September 26, 2008, Commission File No. 33-153703)
4.2	Amended Bylaws (incorporated by reference to Exhibit 3.2 to the Company's Annual Report on Form 10-K for the year ended September 30, 2008, Commission File No. 0-19424)
4.3	Specimen of Class A Non-Voting Common Stock certificate (incorporated by reference to Exhibit 4.1 to the Company's Registration Statement on Form S-1 effective August 23, 1991, Commission File No. 33-41317)
5.1*	Opinion of legal counsel
23.1*	Consent of independent registered public accounting firm
23.2*	Consent of legal counsel (included in Exhibit 5.1)
24.1*	Power of attorney (set forth on signature page)
99.1*	Amended and Restated EZCORP, Inc. 2010 Long-Term Incentive Plan, effective May 1, 2010

* Filed herewith

Item 9 — Undertakings.

The Company hereby undertakes:

- (1) To file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement:
 - (a) To include any prospectus required by Section 10(a)(3) of the Securities Act of 1933 (the "Securities Act");
 - (b) To reflect in the prospectus any facts or events arising after the effective date of the Registration Statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in this Registration Statement;
 - (c) To include any material information with respect to the plan of distribution not previously disclosed in this Registration Statement or any material change to such information in this Registration Statement;

provided, however, that paragraphs (1)(a) and (1)(b) do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the SEC by the Company pursuant to Section 13 or Section 15(d) of the Exchange Act that are incorporated by reference in this Registration Statement.

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- (2) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.
 - (3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.
 - (4) That, for purposes of determining any liability under the Securities Act, each filing of the Company's annual report pursuant to Section 13(a) or Section 15(d) of the Exchange Act that is incorporated by reference in this Registration Statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.
 - (5) Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the Company pursuant to the foregoing provisions, or otherwise, the Company has been advised that in the opinion of the SEC such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Company of expenses incurred or paid by a director, officer or controlling person of the Company in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Company will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.
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SIGNATURES

The Registrant. Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Austin, State of Texas, on May 19, 2010.

EZCORP, INC.

By: /s/ JOSEPH L. ROTUNDA
Joseph L. Rotunda,
Chief Executive Officer

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated. Each person whose signature appears below hereby authorizes and appoints Thomas H. Welch, Jr. as his or her attorney-in-fact to sign on his or her behalf individually and in the capacity stated below all amendments and post-effective amendments to this registration statement as that attorney-in-fact may deem necessary or appropriate.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ STERLING B. BRINKLEY</u> Sterling B. Brinkley	Chairman of the Board	May 19, 2010
<u>/s/ JOSEPH L. ROTUNDA</u> Joseph L. Rotunda	Chief Executive Officer (principal executive officer) and Director	May 19, 2010
<u>/s/ PAUL E. ROTHAMEL</u> Paul E. Rothamel	President and Chief Operating Officer and Director	May 19, 2010
<u>/s/ JOSEPH J. BEAL</u> Joseph J. Beal	Director	May 19, 2010
<u>/s/ WILLIAM C. LOVE</u> William C. Love	Director	May 19, 2010
<u>/s/ GARY C. MATZNER</u> Gary C. Matzner	Director	May 19, 2010

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<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ THOMAS C. ROBERTS</u> Thomas C. Roberts	Director	May 19, 2010
<u>/s/ RICHARD D. SAGE</u> Richard D. Sage	Director	May 19, 2010
<u>/s/ DANIEL M. CHISM</u> Daniel M. Chism	Vice President and Chief Accounting Officer (principal financial and accounting officer)	May 19, 2010

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24.1*	Power of attorney (set forth on signature page)
99.1*	Amended and Restated EZCORP, Inc. 2010 Long-Term Incentive Plan, effective May 1, 2010

* Filed herewith



May 19, 2010

EZCORP, Inc.
1901 Capital Parkway
Austin, Texas 78746

Re: Registration Statement on Form S-8

Ladies and Gentlemen:

I am Senior Vice President, General Counsel and Secretary for EZCORP, Inc., a Delaware corporation (the "Company"), and have represented the Company in connection with the preparation of the Registration Statement on Form S-8 (the "Registration Statement") to be filed with the Securities and Exchange Commission in connection with the registration under the Securities Act of 1933 of the offer and sale of an aggregate of 1,575,750 shares of the Company's Class A Non-Voting Common Stock, par value \$.01 per share (the "Shares"), that may be issued from time to time pursuant to awards granted under the EZCORP, Inc. 2010 Long-Term Incentive Plan (the "Plan").

In reaching the opinion set forth herein, I have examined such agreements, certificates of public officials and officers of the Company, records, documents and matters of law as I deemed relevant.

Based on the foregoing and subject further to the assumptions, exceptions and qualifications hereinafter stated, I am of the opinion that the Shares, when issued in the manner contemplated by the Registration Statement and in accordance with the terms of the Plan and the relevant award agreements, will be legally issued, fully paid and nonassessable.

In rendering the opinion set forth herein, I have assumed that the Company will receive the full amount and type of consideration (as specified in the Plan and each applicable award agreement) for each of the Shares or will have received that consideration upon the issuance of the Shares pursuant to the applicable award agreement, that such consideration will be in cash, personal property or services already performed, that such consideration will equal or exceed the par value per share of the Shares, that appropriate certificates or other evidence of ownership with respect to the Shares will be properly executed upon each such issuance and that each grant of an award pursuant to the Plan will be duly authorized.

The opinion expressed above is limited to the laws of the State of Texas, the Delaware General Corporation Law and the federal laws of the United States of America. I am not admitted to the practice of law in the State of Delaware.

EZCORP, Inc. 1901 Capital Parkway Austin, Texas 78746 (512) 314-3400 (512) 314-3463 Fax

EZCORP, Inc.
May 19, 2010
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I hereby consent to the filing of this opinion as an exhibit to the Registration Statement. In giving this consent, I do not thereby admit that I come into the category of persons whose consent is required under Section 7 of the Securities Act of 1933 or the rules and regulations of the Securities and Exchange Commission promulgated thereunder.

Sincerely,

/s/ THOMAS H. WELCH, JR.

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

Consent of Independent Registered Public Accounting Firm

EZCORP, Inc.
Austin, Texas

We hereby consent to the incorporation by reference in this Registration Statement on Form S-8 of our report dated December 14, 2009, relating to the consolidated financial statements, the effectiveness of EZCORP, Inc.'s internal control over financial reporting, and schedule of EZCORP, Inc., which appears in EZCORP, Inc.'s Annual Report on Form 10-K for the year ended September 30, 2009.

/s/ BDO SEIDMAN, LLP

BDO Seidman, LLP
Dallas, Texas

May 19, 2010

EZCORP, INC.
2010 LONG-TERM INCENTIVE PLAN

Capitalized terms used herein shall have the respective meanings ascribed to them in Section 5.1(a) below.

ARTICLE I

GENERAL

- 1.1 **Purpose** — The 2010 Long-Term Incentive Plan (the “**Plan**”) has been established by EZCORP, Inc., a Delaware corporation (the “**Company**”), to attract and retain qualified employees, consultants and directors and to motivate them to achieve long-term goals, to provide incentive compensation opportunities that are competitive with those of similar companies and to further align Participants’ interests with those of the Company’s other stockholders through compensation alternatives based on the Company’s common stock, as well as other performance-based compensation alternatives, thereby promoting the long-term financial interests of the Company and enhancing long-term stockholder return.
- 1.2 **Term** — The Plan shall become effective as of May 1, 2010 (the “**Effective Date**”), and unless the Plan is sooner terminated by the Board, no Award shall be granted under the plan after the tenth anniversary of the Effective Date.
- 1.3 **Replacement of Existing Plan** — From and after the Effective Date, no further awards will be made under the EZCORP, Inc. 2006 Incentive Plan (the “**2006 Plan**”), but the provisions of the 2006 Plan shall continue to be applicable to the awards made under such plan that are outstanding as of the Effective Date.

ARTICLE II

ADMINISTRATION AND OPERATION

2.1 **The Committee** —

- (a) **Constitution** — Unless otherwise determined by the Board, the Plan will be administered by the Compensation Committee of the Board. In any event, the committee that is designated to administer the Plan, whether the Compensation Committee or another committee of the Board (such committee being referred to herein as the “**Committee**”), shall consist of two or more directors, each of whom shall qualify as a “Non-Employee Director” (as defined in Rule 16b-3(b)(3)(i) under the Securities Exchange Act of 1934), as an “outside director” (as defined in Section 1.162-27(e)(3) of the Treasury Regulations promulgated under Section 162(m) of the Code) and as an “independent director” (as defined in Nasdaq Listing Rule 5605(a)(2)).
 - (b) **Authority** —
 - (1) The Committee shall have complete and absolute authority to construe and interpret the Plan and Awards granted hereunder, to establish and amend rules for Plan administration and to make all other
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determinations that it deems necessary or advisable for the effective administration of the Plan.

- (2) Subject to the provisions of the Plan, the Committee shall have complete and absolute authority to select Award recipients, to determine the types of Awards, to establish the terms, conditions, performance criteria, restrictions and other provisions of Awards and to amend, modify or suspend Awards. In making Award determinations, the Committee may take into account the nature of services rendered by the recipient, his or her present and potential contribution to the Company's success and such other factors as the Committee deems relevant.
- (3) In all matters relating to the Plan, the Committee shall act in a manner that is consistent with the Company's certificate of incorporation and by-laws and all applicable laws, rules and regulations. The decisions and determinations of the Committee shall be made in accordance with its judgment as to the best interests of the Company and its stockholders and in accordance with the purposes of the Plan. All decisions relating to the Plan and any Award shall be final and binding on all persons. No member of the Committee shall be personally liable for any action or determination relating to the Plan or any Award that was taken or made in good faith.
- (c) **Delegation** — The Committee may delegate any or all of its authority and responsibilities with respect to the Plan and Awards, on such terms and conditions as it considers appropriate, to the Chief Executive Officer of the Company or to such other members of the Company's management as it may determine; provided, however, that determinations and decisions regarding Awards or other benefits under the Plan to the Executive Officers may not be delegated and shall be made by the Committee. All references to "Committee" herein shall include those persons to whom the Committee has properly delegated authority and responsibility pursuant to this subsection.

2.2 **Eligibility** —

- (a) The Eligible Recipients shall consist of (1) all employees of the Company and its Subsidiaries, (2) all Non-Employee Directors and (3) any consultants, independent contractors or advisors to the Company or its Subsidiaries whom the Committee identifies as having a direct and significant effect on the performance of the Company or any of its Subsidiaries. No Eligible Recipient shall be entitled to receive any Award under the Plan unless and until such Eligible Recipient has been designated by the Committee to be a Participant and such Eligible Recipient has actually received such Award. The designation of an Eligible Recipient to receive any Award under the Plan shall not require the Committee to designate that person to receive any other Award under the Plan. In selecting Eligible Recipients to be Participants and in determining the type and amount of their respective Awards, the Committee shall consider any and all factors that it deems relevant or appropriate.
- (b) The Plan does not constitute a contract of employment with any Eligible Recipient or Participant, and selection as a Participant will not give any Eligible Recipient the right to be retained in the employ of the Company or

any Subsidiary or to continue to provide services to the Company or any Subsidiary.

- 2.3 **Withholding of Taxes** — All distributions under the Plan (including the grant of Awards and the issuance of Stock, cash or other consideration pursuant to an Award) are subject to withholding of all applicable taxes, and the Committee may condition the delivery of any Award, or the issuance of any Stock, cash or other consideration pursuant to an Award, on the satisfaction of applicable withholding obligations. The Committee, subject to such requirements as it may impose, may permit such withholding obligations to be satisfied through cash payment by the Participant, through the surrender of shares of Stock that the Participant already owns or through the surrender or withholding of shares of Stock to which the Participant is otherwise entitled under the Plan.

ARTICLE III

SHARES AVAILABLE FOR AWARDS

- 3.1 **Authorized Shares** — The number of Authorized Shares shall be the sum of (a) 1,500,000 plus (b) the number of shares of Stock that, immediately prior to the Effective Date, were available for issuance under the 2006 Plan. In addition, any shares of Stock underlying outstanding awards under the 2006 Plan that expire without vesting or being exercised or any shares of Stock that would otherwise again be available for issuance under the 2006 Plan shall constitute Authorized Shares hereunder.
- 3.2 **Available Shares** — At any time, the number of shares that may then be issued pursuant to Awards under the Plan (the “**Available Shares**”) shall be equal to the difference between (a) the number of Authorized Shares at such time and (b) the sum of (1) the number of shares of Stock subject to issuance upon exercise or settlement of then outstanding Awards and (2) the number of shares of Stock that have been previously issued upon exercise or settlement of outstanding Awards.
- 3.3 **Restoration of Shares** — If Stock subject to any Award is not issued or ceases to be issuable for any reason, including because the Award is forfeited, terminated, expires unexercised, is settled in cash in lieu of Stock or is exchanged for other Awards, the shares of Stock that were subject to that Award shall no longer be charged against the number of Authorized Shares in calculating the number of Available Shares under Section 3.2 and shall again be included in Available Shares. In addition, any shares of Stock that are issued by the Company in connection with, through the assumption of or in substitution for outstanding awards previously granted by an entity acquired by the Company shall not be charged against the number of Authorized Shares in calculating the number of Available Shares under Section 3.2.
- 3.4 **Adjustments to Number of Authorized Shares and Available Shares** — If there is any change in the number of outstanding shares of Stock by reason of a stock dividend, split, spin-off, recapitalization, merger, consolidation, combination, extraordinary dividend, exchange of shares or other similar change, the number of Authorized Shares and the number of Available Shares, as well as the exercise price, the number of shares and other appropriate terms of any outstanding Award, will be automatically adjusted to accurately and equitably reflect the effect thereon of such change; provided, however, that, pursuant to Section 3.6, no fractional shares will be issued as a result of such adjustment. The adjustments required by this Section

3.4 will be made by the Committee, and its determination as to what adjustments must be made and the extent thereof will be final, binding and conclusive.

3.5 **Source of Stock** — Shares of Stock issued under the Plan may consist in whole or in part of authorized and unissued shares or treasury shares.

3.6 **No Fractional Shares** — No fractional shares shall be issued under the Plan or upon exercise or settlement of any Award. The Committee may determine to pay cash in lieu of any fractional share that would otherwise be issuable or may determine to cancel such fractional share with no payment of consideration.

ARTICLE IV

AWARDS

4.1 **General** — Subject to the provisions of the Plan, the Committee shall determine the type of Award to grant to a Participant. Awards may be granted singly or in combination with other Awards. Awards also may be made in combination with, in replacement of, as alternatives to or as the payment form for grants or rights under any other compensation plan, contract or agreement of the Company.

4.2 **Award Terms** —

- (a) Subject to the provisions of the Plan, the Committee shall have complete and absolute authority to determine and establish the terms and provisions of each Award, including (as applicable) (1) the number of shares of Stock subject to the Award, (2) the exercise price or base price per share, (3) the vesting and exercisability schedule (including provisions regarding acceleration of vesting and exercisability), (4) the conditions under which the Award is cancelled or forfeited, (5) whether the Award is transferable and, if so, the circumstances under which such Award may be transferred and (6) the termination and expiration of the Awards. It shall be expressly within the discretion of the Committee to include in any Award terms that provide for the acceleration of vesting and lapse of restrictions, as applicable, upon or following a Participant's death, Permanent Disability or Normal Retirement or upon the occurrence of a Change in Control.
- (b) Notwithstanding the provisions of subsection (a) of this Section, the following limitations shall apply to the Committee's exercise of its discretion (in addition to any other limitations that may be contained in other provisions of the Plan):
 - (1) No Participant shall be granted in any fiscal year Awards to which more than 500,000 shares of Stock are subject.
 - (2) The exercise price per share for a Stock Option (whether an Incentive Stock Option or a Non-Qualified Option) shall be not less than 100% of Fair Market Value of the Stock on the date of grant.
 - (3) The base price for a Stock Appreciation Right shall not be less than 100% of the Fair Market Value of the Stock on the date of grant.
 - (4) No Award (or any portion thereof) may expire more than ten years after the date of grant, except that the Committee may extend the expiration of an Award to no more than fifteen years after the date of

grant if necessary, appropriate or desirable under laws, rules or regulations applicable in any foreign jurisdiction.

- 4.3 **Award Agreements** — Each Award will be evidenced by a written agreement issued by the Company and setting forth the terms, provisions and conditions of such Award (an “**Award Agreement**”). Each Award Agreement shall be in such form as may be specified by the Committee and may be evidenced by an electronic transmission (including an e-mail or reference to a website or other URL) sent to the recipient through the Company’s normal process for communicating electronically with its employees. As a condition to receiving an Award, the Committee may require the proposed Eligible Recipient to affirmatively accept the Award and agree to the terms, provisions and conditions set forth in the Award Agreement by physically or electronically executing the Award Agreement or by otherwise physically or electronically acknowledging such acceptance and agreement. With or without such affirmative acceptance and agreement, however, the Committee may prescribe conditions (including the exercise or attempted exercise of any benefit conferred by the Award) under which the proposed Eligible Recipient may be deemed to have accepted the Award and agreed to the terms, provisions and conditions set forth in the Award Agreement.
- 4.4 **Performance Based Compensation** — The Committee may designate any Award as “performance-based compensation” for purposes of Section 162(m) of the Code. Any Awards designated as “performance-based compensation” shall be conditioned on the achievement of one or more Performance Measures, and the measurement may be stated in absolute terms or relative to comparable companies. Notwithstanding any other provision of the Plan, the Committee may grant an Award that is not contingent on performance goals or is contingent on performance goals other than the Performance Measures, so long as the Committee has determined that such Award is not required to satisfy the requirements for “qualified performance-based compensation” within the meaning of Section 162(m) of the Code.
- 4.5 **Transferability of Awards** — The Committee may limit or provide for the transferability of Awards by Participants and may grant an Award that otherwise would be granted to an Eligible Recipient to a permitted transferee of such Eligible Recipient.
- 4.6 **Prohibition on Repricing** — Notwithstanding any other provision of the Plan, the Committee shall not “reprice” any Stock Option granted under the Plan if the effect of such repricing would be to decrease the exercise price per share applicable to such Stock Option. For this purpose, a “repricing” would include a tandem cancellation and regrant or any other amendment or action that would have substantially the same effect as decreasing the exercise price of outstanding Stock Options.
- 4.7 **Prohibition on Loans to Participants** — The Company shall not loan funds to any Participant for the purpose of paying the exercise or base price associated with any Award or for the purpose of paying any taxes associated with the exercise or vesting of an Award.
- 4.8 **Prohibition on Reload Provisions** — No Stock Option granted under the Plan shall contain any “reload” provision entitling the Participant to the automatic grant of additional Stock Options in connection with any exercise of the original Stock Option.

- 4.9 **Dividends and Dividend Equivalents** — An Award may provide the Participant with the right to receive dividend payments or dividend equivalent payments with respect to Stock subject to the Award (both before and after such Stock is earned or vested), which payments may be either made currently or credited to an account for the Participant and may be settled in cash or Stock, as determined by the Committee. Any such settlements, and any such crediting of dividends or dividend equivalents or reinvestment in shares of Stock, may be subject to such conditions, restrictions and contingencies as the Committee shall establish, including the reinvestment of such credited amounts in Stock equivalents.
- 4.10 **Settlement of Awards** — The obligation to make payments and distributions with respect to Awards may be satisfied through cash payments, the delivery of shares of Stock, the granting of replacement Awards or any combination thereof, as the Committee shall determine. Satisfaction of any such obligations under an Award may be subject to such conditions, restrictions and contingencies as the Committee shall determine. The Committee may permit or require the deferral of any Award payment, subject to such rules and procedures as it may establish, which may include provisions for the payment or crediting of interest or dividend equivalents and may include converting such credits into deferred Stock equivalents.
- 4.11 **Awards to Non-Employee Directors** — Non-Employee Directors shall not be eligible to receive any Awards under the Plan other than the Awards specified in this Section.
- (a) **Discretionary Awards** — The Committee may, in its discretion, grant a Non-Qualified Option or Restricted Stock to any Non-Employee Director. Awards under this Section are discretionary, and until the Committee grants an Award to a Non-Employee Director, such Non-employee Director shall not have any right or claim to any Award. The receipt of an Award under the Plan shall not give any Non-Employee Director any right or claim to receive any other Award under the Plan, and the Committee or the Board may determine that any or all Non-Employee Directors are not eligible to receive Awards under the Plan for an indefinite period or for specified Service Years.
- (b) **Awards in Lieu of Annual Cash Retainer** — In addition to any Awards granted pursuant to subsection (a) of this Section, the Committee, in its discretion, may permit a Non-Employee Director to elect to receive a Non-Qualified Option or Restricted Stock in lieu of all or a portion of his or her Annual Cash Retainer for any Service Year. If the Committee permits any such election, it, in its discretion, shall determine the appropriate terms of such Award (including the appropriate number of shares of Stock subject to the Award and, in the case of a Non-Qualified Option, the appropriate exercise price per share). Any such election, if permitted by the Committee, shall be made in accordance with such procedures as are adopted from time to time by the Committee.
- (c) **Terms of Non-Employee Director Awards.** In connection with the grant of an Award under this Section, the Committee, in its discretion pursuant to Section 4.2, shall establish the terms and provisions of such Award, subject to the following limitations (in addition to any other applicable limitations that may be contained in other provisions of the Plan):

- (1) The exercise price per share of any Stock Option granted pursuant to this Section shall not be less than 100% of the Fair Market Value of the Stock on the date of grant;
- (2) No Stock Option (or any portion thereof) granted pursuant to this Section may be exercisable earlier than six months from the date of grant; and
- (3) No Restricted Stock (or any portion thereof) granted pursuant to this Section may be transferable earlier than six months from the date of grant.

ARTICLE V

GENERAL PROVISIONS

5.1 *Use of Terms* —

(a) **Defined Terms** — As used herein, the following terms shall have the respective meanings indicated below:

- (1) “*2006 Plan*” has the meaning specified in Section 1.3.
- (2) “*Annual Cash Retainer*” means the annual cash retainer fee, in such amount as is established from time to time by resolution of the Board, payable to a Non-Employee Director for his or her services as a director of the Company.
- (3) “*Authorized Shares*” means the aggregate number of shares of Stock that may be issued pursuant to Awards under the Plan, as specified in Section 3.1.
- (4) “*Available Shares*” has the meaning specified in Section 3.2.
- (5) “*Award*” means an award granted under the Plan. An Award may be in the form of Stock Options, Stock Appreciation Rights, Stock Bonuses, Restricted Stock, Restricted Stock Units or Performance Shares.
- (6) “*Award Agreement*” has the meaning specified in Section 4.3.
- (7) “*Board*” means the Board of Directors of the Company.
- (8) “*Change in Control*” has the meaning specified from time to time by the Committee.
- (9) “*Code*” means the Internal Revenue Code of 1986.
- (10) “*Committee*” has the meaning specified in Section 2.1(a).
- (11) “*Company*” has the meaning specified in Section 1.1.
- (12) “*Effective Date*” has the meaning specified in Section 1.2.
- (13) “*Eligible Recipient*” means any person who is eligible to receive an Award under the Plan, as specified in Section 2.2(a).

- (14) “*Executive Officer*” means an Executive Officer of the Company, as designated from time to time by the Board.
- (15) “*Fair Market Value*” of a share of Stock on a particular date shall be equal to the final closing market price of the Stock reported by The Nasdaq Stock Market or the stock exchange composite tape on that date, or if no prices are reported on that date, on the last preceding date on which such prices of the Stock are so reported. If the Stock is traded over the counter at the time a determination of Fair Market Value is required to be made hereunder, the Fair Market Value shall be deemed to be equal to the final closing price of Stock on the most recent date on which Stock was publicly traded. In the event Stock is not publicly traded at the time a determination of Fair Market Value is required to be made hereunder, the determination of Fair Market Value shall be made by the Committee in such manner as it deems appropriate. Notwithstanding the foregoing, the Committee may use any other definition of Fair Market Value consistent with applicable tax, accounting and other rules.
- (16) “*Incentive Stock Option*” means a Stock Option that is intended to satisfy the requirements applicable to an “incentive stock option” as that term is described in Section 422(b) of the Code.
- (17) “*Non-Employee Director*” means a member of the Board who is not an employee of the Company or any of its Subsidiaries.
- (18) “*Non-Qualified Option*” means a Stock Option that is not intended to satisfy the requirements applicable to an “incentive stock option” as that term is described in Section 422(b) of the Code.
- (19) “*Normal Retirement*” has the meaning specified from time to time by the Committee.
- (20) “*Participant*” means any person who receives an Award under the Plan.
- (21) “*Performance Measures*” mean (A) total stockholder return (Stock price appreciation plus dividends), (B) net income, (C) earnings per share, (D) return on sales, (E) return on equity, (F) return on assets, (G) return on invested capital, (H) increase in the market price of Stock or other securities, (I) revenues, (J) net revenues, (K) operating income, (L) cash flow, (M) EBITDA (earnings before interest, taxes, depreciation, amortization, and gain/loss on sale/disposal of assets), (N) the performance of the Company in any of the items mentioned in clause (A) through (M) in comparison to the average performance of the companies used in a self-constructed peer group established before the beginning of the period for measuring performance under an Award; and any other performance objective approved by the stockholders of the Company in accordance with Section 162(m) of the Code.
- (22) “*Performance Share*” is a grant of Stock subject to the satisfaction of specified conditions or the achievement of specified performance goals.

- (23) “*Permanent Disability*” has the meaning specified from time to time by the Committee.
- (24) “*Plan*” has the meaning specified in Section 1.1.
- (25) “*Restricted Stock*” is Stock that is subject to a risk of forfeiture or other restrictions that will lapse upon the satisfaction of specified conditions or the achievement of specified performance goals.
- (26) “*Restricted Stock Unit*” is a right to receive Stock in the future, with the right to future delivery of such Stock being subject to a risk of forfeiture or other restrictions that will lapse upon the satisfaction of specified conditions or the achievement of specified performance goals.
- (27) “*Service Year*” means the approximately annual period commencing at an annual meeting of the Company’s stockholders and ending at the next annual meeting of the Company’s stockholders.
- (28) “*Stock*” means the Class A Non-Voting Common Stock, \$0.01 par value per share, of the Company.
- (29) “*Stock Appreciation Right*” is a right to receive an amount, payable in cash or shares of Stock, equal to the excess of the Fair Market Value of a specified number of shares of Stock on the date of exercise over a base price for such number of shares of Stock set forth in the applicable Award Agreement.
- (30) “*Stock Award*” is an Award consisting of Restricted Stock, Restricted Stock Units, Performance Shares or a Stock Bonus.
- (31) “*Stock Bonus*” is a grant of Stock that is not subject to a substantial risk of forfeiture or other conditions.
- (32) “*Stock Option*” is a right to purchase a specified number of shares of Stock at a specified price. A Stock Option may be an Incentive Stock Option or a Non-Qualified Option.
- (33) “*Subsidiary*” means any entity of which 50% or more of the total combined voting power of all classes of securities entitled to vote is owned, directly or indirectly, by the Company. Notwithstanding the foregoing, the Committee may use any other definition of “Subsidiary” it deems necessary or desirable in accordance with its judgment as to the best interests of the Company and its stockholders and in accordance with the purposes of the Plan.

(b) **Other Definitional Provisions** —

- (1) Words of any gender (whether masculine, feminine or neuter) shall be deemed to include all other genders. Words of the singular number shall be deemed to include the plural number, and vice versa, where applicable.
- (2) When used herein, the word “including” means “including, without limitation.”

(3) Unless otherwise specified, references herein to Articles or Sections shall be deemed to be references to Articles or Sections, as applicable, of the Plan. When used herein, the words “hereof,” “herein” and “hereunder” and words of similar import shall refer to the Plan as a whole and not to any particular provision of the Plan.

- 5.2 **Amendment and Termination** — The Board or the Committee may at any time and in any way amend, suspend or terminate the Plan or any Award granted under the Plan; provided, however, that no such amendment, suspension or termination may materially impair any Award then outstanding without the consent of the holder of such Award; and provided further, however, that without the requisite vote of the Company’s stockholders, no amendment to the Plan may increase the number of shares available for issuance under the Plan or modify any of the limitations described in Section 4.2(b), 4.6, 4.7, 4.8 or 4.11 in such a manner as to materially reduce such limitation.
- 5.3 **Liability of the Company** — By accepting any benefits under the Plan, each Participant and each person claiming under or through such Participant shall be conclusively deemed to have indicated acceptance and ratification of, and consented to, any action taken or made under the Plan by the Company, the Board, the Committee or any other committee appointed by the Board. No Participant or any person claiming under or through a Participant shall have any right or interest, whether vested or otherwise, in the Plan or in any Award hereunder, contingent or otherwise, unless and until such Participant shall have complied with all of the terms, conditions and provisions of the Plan and the Award Agreement relating thereto. Neither the Company, its directors, officers or employees, nor any Subsidiary, shall be liable to any Participant or other person if it is determined for any reason by the Internal Revenue Service or any court having jurisdiction that any Incentive Stock Option granted hereunder does not qualify for tax treatment as an incentive stock option under Section 422 of the Code. Neither the Company, the Board nor the Committee shall be required to give any security or bond for the performance of any obligation which may be created by the Plan.
- 5.4 **Unfunded Plan** — Insofar as it provides for Awards, the Plan shall be unfunded. Although bookkeeping accounts may be established with respect to Participants who are granted Awards, any such accounts will be used merely as an administrative convenience. Except for the holding of Restricted Stock in escrow, the Company shall not be required to segregate any assets that may at any time be represented by Awards, nor shall the Plan be construed as providing for such segregation, nor shall the Company, the Board or the Committee be deemed to be a trustee of Stock or cash to be awarded under the Plan. Any liability of the Company to any Participant with respect to an Award shall be based solely upon any contractual obligations that may be created by the Plan; no such obligation of the Company shall be deemed to be secured by any pledge or other encumbrance on any property of the Company.
- 5.5 **Rights as Stockholder** — No Award under the Plan shall confer upon a Participant any right as a stockholder of the Company prior to the date on which he or she fulfills all service requirements and other conditions for receipt of shares of Stock. If the transfer of Stock is restricted, certificates representing such Stock may bear a legend referring to such restrictions.
- 5.6 **Compliance With Applicable Laws** — Notwithstanding any other provision of the Plan or any Award Agreement, the Company shall have no obligation to issue any

shares of Stock under the Plan or pursuant to any Award unless such issuance would comply with all applicable laws and the applicable requirements of any securities exchange or similar entity. Prior to the issuance of any shares of Stock under the Plan or pursuant to an Award, the Company may require a written statement that the recipient is acquiring the shares for investment and not for the purpose or with the intention of distributing the shares. The certificates representing the shares of Stock issued pursuant to an Award under the Plan may bear such legend or legends as the Committee deems appropriate in order to assure compliance with applicable securities laws and regulations.

- 5.7 **Governing Law and Venue** — The Plan and Awards granted hereunder (including Award Agreements evidencing such Awards) will be governed by and construed in accordance with the laws of the State of Delaware, United States of America, other than with respect to choice of laws, rules and principles. Venue for any and all disputes arising out of or in connection with the Plan, any Award hereunder or any Award Agreement shall exclusively be in Travis County, Texas, United States of America, and the courts sitting in Travis County, Texas, United States of America shall have exclusive jurisdiction to adjudicate such disputes.
- 5.8 **Foreign Jurisdictions** — To the extent that the Committee determines that the material terms set by the Committee or imposed by the Plan preclude the achievement of the material purposes of the Plan in jurisdictions outside the United States, the Committee will have the authority and discretion to modify those terms and provide for such additional terms and conditions as the Committee determines to be necessary, appropriate or desirable to accommodate differences in local law, policy or custom or to facilitate administration of the Plan. The Committee may adopt or approve sub-plans, appendices or supplements to, or amendments, restatements or alternative versions of, the Plan as it may consider necessary, appropriate or desirable, without thereby affecting the terms of the Plan as in effect for any other purpose. The special terms and any appendices, supplements, amendments, restatements or alternative versions, however, shall not include any provisions that are inconsistent with the terms of the Plan as then in effect, unless the Plan could have been amended to eliminate such inconsistency without further approval by the stockholders.