As filed with the Securities and Exchange Commission on January 22, 1999

Registration No. 333-

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, DC 20549

FORM S-3
REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933

FIRST CASH FINANCIAL SERVICES, INC.
(Exact name of Registrant as specified in its charter)

DELAWARE	5932	75-2237318
(State or other jurisdiction of incorporation or organization)	(Primary Standard Industrial Classification Code Number)	(I.R.S. Employer Identification Number)

690 E. Lamar Blvd., Suite 400
Arlington, Texas 76011
(817) 460-3947
(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

Copy to:
Thomas C. Pritchard, Esq.
Brewer & Pritchard, P.C.
1111 Bagby, 24th Floor
Houston, Texas 77002
Phone (713) 209-2950
Fax (713) 209-2921

Phillip E. Powell
690 E. Lamar Blvd.,
Suite 400
Arlington, Texas 76011
(Name, address, including zip code, phone number, including area code, of agent for service)

Approximate date of commencement of proposed sale to the public: As soon as practicable after this Registration Statement becomes effective.

If the only securities being registered on this Form are being offered pursuant to dividend or interest reinvestment plans, please check the following box.

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, other than securities offered only in connection with dividend or interest reinvestment plans, check the following box.

If this form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, check the following box and list the Securities Act registration statement number of earlier effective registration statement for the same offering.

If this form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If delivery of the prospectus is expected to be made pursuant to Rule 434, please check the following box.

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 (1)	Amount of Registration Fee
Resale of Common Stock Outstanding	1,780,000	$12.31	$21,911,800	$6,091
Common Stock Underlying Acquisition Obligations	155,000	$12.31	$1,908,050	$530
Resale of Common Stock Underlying Warrants	1,895,250	$12.31	$23,330,528	$6,486
Total	3,830,250	$12.31	$47,150,378	$13,107

(1) Estimated solely for the purpose of calculating the registration fee pursuant to Rule 457(c), based on the average of the high and low sales prices for the common stock, as reported by the Nasdaq Stock Market on January 14, 1999, or $12.31 per share.

The Registrant hereby amends this Registration Statement on such date or dates as may be necessary to delay its effective date until the Registrant shall file a further amendment which specifically states that this Registration Statement shall thereafter become effective on such date as the Commission, acting pursuant to said Section 8(a), may determine.

PROSPECTUS

FIRST CASH FINANCIAL SERVICES, INC.

COMMON STOCK

This prospectus relates to the resale of common stock of First Cash Financial Services, Inc. as follows: (i) 1,895,250 shares of common stock underlying currently exercisable stock purchase warrants, (ii) 1,780,000 shares of common stock currently outstanding, and (iii) 155,000 shares of common stock to be issued pursuant to outstanding acquisition obligations. The Company will receive up to $19,206,531 upon the exercise of the warrants. The company will not receive any proceeds from the resale of currently outstanding shares of common stock or the issuance of common stock in payment of outstanding acquisition obligations.

The Selling Stockholders and any broker-dealers who act in connection with the sale of shares hereunder may be deemed to be "underwriters" as that term is

defined under the Securities Act, and any commissions received by them and profit on any resale of the shares as principal may be deemed to be underwriting discounts and commissions under the Securities Act.

The common stock of the company is traded on the Nasdaq Stock Market under the symbol "FCFS." On January 21, 1999, the last sale price of the common stock, as reported by the Nasdaq Stock Market, was $13.00 per share.

This investment involves a high degree of risk. See "Risk Factors" beginning on page 2.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved these securities, or determined if this prospectus is truthful or complete. Any representation to the contrary in a criminal offense.

Information contained herein is subject to completion or amendment. A registration statement relating to these securities has been filed with the securities and exchange commission. These securities may not be sold nor may offers to buy be accepted prior to the time the registration statement becomes effective. This prospectus shall not constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of these securities in any state in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such state.

The date of this prospectus is January 22, 1999

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THE COMPANY

First Cash Financial Services, Inc. is the third largest publicly traded pawnshop operator in the United States and currently has 106 pawn stores in Texas, Oklahoma, South Carolina, Washington, D.C., Maryland, Missouri and Virginia. The company's pawnshops engage in both consumer finance and retail sales activities. The company's pawnshops provide a convenient source for consumer loans, lending money against pledged tangible personal property such as jewelry, electronic equipment, tools, firearms, sporting goods and musical equipment. These pawn stores also function as retailers of previously-owned merchandise acquired in forfeited pawn transactions and over-the-counter purchases from customers.

The company also currently owns 27 check cashing stores in California, Illinois and Washington. These check cashing stores provide a broad range of consumer financial services, including check cashing, money order sales, wire transfers and short-term unsecured payday advances. The company also owns a software company in California which provides computer hardware and software to third party check cashing operators, as well as ongoing technical support. For the fiscal year ended July 31, 1998, the company's revenues were derived 64% from retail activities, 34% from lending activities, and 2% from other sources, including check-cashing fees.

Management believes the pawnshop industry is highly fragmented with approximately 15,000 stores in the United States and is in the early stages of achieving greater efficiencies through consolidation. The five publicly traded pawnshop companies operate less than 6% of the total pawnshops in the United States. Management believes significant economies of scale, increased operating efficiencies, and revenue growth are achievable by increasing the number of stores under operation and introducing modern merchandising techniques, point of-sale systems, improved inventory management and store remodeling. The company's objectives are to increase consumer loans and retail sales through selected acquisitions and new store openings and to enhance operating efficiencies and productivity. During fiscal 1998, 1997 and 1996, the company added 29, 7 and 7 pawn stores to its network, respectively, net of stores consolidated. The company made its initial entry into the check cashing business during fiscal 1998, with the purchase of 11 stores in California and Washington. Management estimates there are approximately 7,000 such check cashing locations throughout the United States.

The company was formed as a Texas corporation in July 1988 and in April 1991 the company reincorporated as a Delaware corporation. Except as otherwise indicated, the term "company" includes its wholly owned subsidiaries, American Loan & Jewelry, Inc., Famous Pawn, Inc., JB Pawn, Inc., Miraglia, Inc., Capital Pawnbrokers, Inc., Silver Hill Pawn, Inc., One Iron Ventures, Inc. and Elegant Floors, Inc. The company's principal executive offices are located at 690 East Lamar Blvd., Suite 400, Arlington, Texas 76011, and its telephone number is (817) 460-3947.

RISK FACTORS

Recent Developments; Risk of Leverage

On November 14, 1998, the company purchased 12 pawn stores in South Carolina for an aggregate purchase price of $4,558,000 consisting of $2,258,000 cash, a $600,000 note payable due in twelve equal monthly payments, and a $1,700,000 obligation due November 16, 1999 in either cash or common stock of the company, at the option of the company. On December 14, 1998, the company acquired 100% of the outstanding common stock of One Iron Ventures, Inc., which owns 11 check cashing stores in Illinois, in exchange for 430,000 shares of the company's common stock.

As a result of recent acquisition related debt and increases in the company's credit facility, the company's debt service requirements have been substantially increased over historical levels. Although the company anticipates that existing cash flows and additional cash flows from the acquisitions partially funded by such indebtedness will be sufficient to support current levels of company debt, debt service requirements will affect the profitability of the company and may impair its ability to raise additional capital for further acquisitions or for capital investment in existing operations.

At October 31, 1998, the company had $39,605,000 of long-term liabilities, of which $36,739,000 represented long-term debt. The company has incurred and will continue to incur interest expense on such indebtedness. Although interest rates have decreased over the last twelve months, interest rates may increase in the future. As interest rates increase, management's strategy to fund acquisitions through debt becomes more costly and may have an adverse impact on the company's operations. Failure to make payments when due will result in default under and possible acceleration of one or more of the company's debt instruments. Management believes that the net cash flows generated from operations will provide the company with sufficient resources to meet the company's present and foreseeable liquidity and capital needs, including those arising from debt obligations. However, in the event the company's cash flow so generated is insufficient for these purposes, the company may be required to raise additional capital and/or curtail acquisition activities.

Expansion of Business
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Since its inception, the company has engaged in a series of acquisitions and, to a lesser degree, new store openings in order to expand its business. The company's strategy for the near future is to emphasize expansion through both acquisition of existing stores, which enables the company to realize increases in revenues and economies of scale more quickly, and opening new stores where demographics are favorable and competition is limited. The company has not established definite plans to open a set number of stores or to acquire a set number of stores during the next 12-month period. The company is currently negotiating the purchase of 22 check cashing stores in Mississippi. The purchase price of the Mississippi acquisition will consist of a combination of cash and seller notes payable. While the company continually looks for, and is presented with, potential acquisition candidates, the company has no definitive plans or commitments for further acquisitions and is not currently negotiating any acquisitions, other than the those listed above. The company has no immediate plans to open any other new stores. To a significant extent, the company's future success is dependent upon its ability to continue to engage in successful acquisitions and new site selections. Potential risks associated with such a strategy are as follows:

Management of Growth
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The success of the company's growth strategy is dependent, in part, upon the ability to maintain adequate financial controls and reporting systems, to assimilate acquisition management into the company's management structure, to manage a larger operation, and to obtain additional capital upon favorable terms. On average, a new store becomes profitable approximately six to twelve months after establishment. Typically, acquired stores are profitable upon acquisition. There can be no assurance that the company will be able to successfully finance acquisitions or manage a larger operation.

Availability of Attractive Acquisitions
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The company competes for acquisitions with other publicly held pawnshop and check cashing companies, some of which have greater financial resources than the company. This competition could limit the availability of acquisition candidates and increase the cost of acquisitions.

Statutory Requirements
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The company's ability to open new pawn stores in Texas counties having a population of more than 250,000 may be adversely affected by a law which requires a finding of public need and probable profitability by the Texas Consumer Credit Commissioner as a condition to the issuance or activation of any new pawnshop license. In addition, some counties in Maryland in which the company currently operates have enacted moratoriums on new pawn licenses, which may adversely affect the company's ability to expand its operations in those counties. Also, the present statutory and regulatory environment of some states for both pawnshops and check cashers renders expansion into those states impractical. For example, certain states require public sale of forfeited collateral or do not permit service charges sufficient to make pawnshop operations profitable.

Access to Capital
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The company's need for expansion capital and its ability to obtain secured financing is complicated by the requirement in some states that it maintain a minimum amount of certain unencumbered net assets (currently $150,000 in Texas, $25,000 in Oklahoma, $50,000 in Missouri and $35,000 in South Carolina) for each pawnshop location. The ability of the company to continue to expand through acquisitions and new store openings is limited by access to capital.

Availability of Qualified Store Management Personnel
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The company's ability to expand may also be limited by the availability of qualified store management personnel. While the company seeks to train existing qualified personnel for management positions and to create attractive compensation packages to retain existing management personnel, there can be no assurance that sufficient qualified personnel will be available to satisfy the company's needs with respect to its planned expansion.

Dependence on Key Personnel
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The success of the company is dependent upon, among other things, the services of Phillip E. Powell, chief executive officer, and Rick L. Wessel, president and chief financial officer. The company has entered into employment agreements with Messrs. Powell and Wessel. The loss of the services of Mr. Powell or Mr. Wessel could have a material adverse effect on the company. As of the date of this prospectus, the company has not obtained "key-man" life

insurance on the lives of Messrs. Powell or Wessel.

Governmental Regulation
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The company's pawnshop and check cashing operations are subject to, and must comply with, extensive regulation, supervision and licensing under various federal, state and local statutes, ordinances and regulations. These statutes may prescribe, among other things, service charges a pawnshop may charge for lending money and the rules of conduct that govern an entity's ability to maintain a pawnshop license, as well as the amount of fees which may be charged for cashing checks or making payday advances. With respect to firearm and ammunition sales, a pawnshop must comply with the regulations promulgated by the Federal Bureau of Alcohol, Tobacco and Firearms, a division of the Department of the Treasury ("ATF"). State regulatory agencies have broad, discretionary authority to refuse to grant a license or to suspend or revoke any or all existing licenses of licensees under common control if it is determined that any such licensee has violated any law or regulation or that the management of any such licensee is not suitable to operate pawnshops. In addition, there can be no assurance that additional state or federal statutes or regulations will not be enacted at some future date which could inhibit the ability of the company to expand, significantly decrease the service charges for lending money, or prohibit or more stringently regulate the sale of certain goods, such as firearms, any of which could significantly adversely affect the company's prospects.

Competition
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The company encounters significant competition in connection with the operation of both its pawnshop and check cashing businesses. In connection with lending operations, the company competes with other pawnshops (owned by individuals and by large operators) and certain financial institutions, such as consumer finance companies, which generally lend on an unsecured as well as on a secured basis. The company's competitors in connection with its retail sales include numerous retail and discount stores. In connection with its check cashing operations, the company competes with banks, grocery stores, and other check cashing companies. Many competitors have greater financial resources than the company. These competitive conditions may adversely affect the company's revenues, profitability and ability to expand.

Risks Related to Firearm Sales
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The company regularly engages in sales of firearms, leaving it open to the risk of lawsuits from persons who may claim injury as a result of an improper sale. No such claims have been asserted against the company as of the date hereof. The company does not maintain insurance covering potential risks related to the sale of firearms.

Risks Related to Rightful Owner Claims
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In connection with pawnshops operated by the company, there is the risk that acquired merchandise may be subject to claims of rightful owners. Historically, the company has not found these claims to have a material adverse effect on results of operations, and, accordingly, the company does not maintain insurance to cover the costs of returning merchandise to its rightful owners. The company requires each customer obtaining a loan to provide appropriate identification.

Year 2000 Issue
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The "Year 2000 Issue" is the result of computer programs that use two digits instead of four to record the applicable year. Computer programs that have date-sensitive software might recognize a date using "00" as the Year 1900 instead of the Year 2000. This could result in a system failure or miscalculations causing disruptions of operations, including among other events, a temporary inability to process transactions or engage in similar normal business activities. The Year 2000 is a leap year, which may also lead to incorrect calculations, functions or system failure. The Company has established a committee to initiate the process of gathering, testing, and producing information about the Company's operations systems impacted by the Year 2000 transition. The Company intends to utilize both internal and external resources to identify, correct or reprogram, and test systems for Year 2000 compliance. The Company intends to contact its significant suppliers to determine the extent to which the Company may be vulnerable to those parties' failure to remediate their own Year 2000 issues. There can be no guarantee that the systems of other companies with which the Company's systems interface will be timely converted, or that a failure to convert by another company, or a conversion that is incompatible with the Company's systems would not require the Company to spend more time or money than anticipated, or even have a material adverse effect on the Company. Although the Year 2000 assessment has not been completed, management currently believes, based on available information, that resolving these matters will not have a material adverse impact on the Company's financial position or it's results of operations.

Forward-Looking Information
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This prospectus contains certain statements that are "forward-looking statements" within the meaning of Section 27A of the Securities Act and Section 21E of the Exchange Act. Forward-looking statements can be identified by the use of forward-looking terminology such as "believes," "expects," "may," "estimates," "will," "should," "plans," or "anticipates" or the negative thereof, or other variations thereon, or comparable terminology, or by discussions of strategy. Such statements include, but are not limited to, the discussions of the company's operations, liquidity, and capital resources. Forward-looking statements are included in the "Risk Factors" section of this prospectus, as well as in the company's filings with the Securities Exchange Commission pursuant to the Exchange Act, some of which are incorporated by reference herein. Although the company believes that the expectations reflected in forward-looking statements are reasonable, there can be no assurances that such expectations will prove to be accurate. Generally, these statements relate to business plans, strategies, anticipated strategies, levels of capital expenditures, liquidity and anticipated capital funding needed to effect the business plan. All phases of the company's operations are subject to a number of uncertainties, risks and other influences, many of which are outside the control of the company and cannot be predicted with any degree of accuracy. Factors such as changes in regional or national economic conditions, changes in governmental regulations, unforeseen litigation, changes in interest rates or tax rates, significant changes in the prevailing market price of gold, future business decisions and other uncertainties may cause results to differ materially from those anticipated by some of the statements made in this prospectus. In light of the significant uncertainties inherent in forward looking statements, the inclusion of such statements should not be regarded as a representation by the company or any other person that the objectives and plans of the company will be achieved. Security holders are cautioned that such forward-looking statements involve risks and uncertainties. The forward-looking statements contained this prospectus speak only as of the date of this prospectus and the company expressly disclaims any obligation or undertaking to

release any updates or revisions to any such statement to reflect any change in the company's expectations or any change in events, conditions or circumstance on which any such statement is based.

USE OF PROCEEDS

In the event that shares of common stock, the resale of which are being registered under the Securities Act hereunder, are issued upon exercise of all of the warrants described herein, the company will receive as gross proceeds a maximum of $19,206,531. The company will use any such proceeds for general working capital. As there are no commitments from the holders of the warrants to so exercise such securities and purchase common stock, there can be no assurance that any such warrants will be exercised.

PLAN OF DISTRIBUTION AND SELLING STOCKHOLDERS

This prospectus relates to the resale of common stock of First Cash Financial Services, Inc. as follows: (i) 1,895,250 shares of common stock underlying currently exercisable stock purchase warrants, (ii) 1,780,000 shares of common stock currently outstanding, and (iii) 155,000 shares of common stock to be issued pursuant to outstanding acquisition obligations. The following table sets forth certain information with respect to the registration of shares of common stock. The company will receive up to $19,206,531 upon exercise of the warrants, and will not receive any proceeds from the resale of currently outstanding shares of common stock.

RESALE OF COMMON STOCK BY SELLING STOCKHOLDERS FOR SHARES THAT ARE CURRENTLY OUTSTANDING OR WILL BE OUTSTANDING UPON EXERCISE OF WARRANTS

STOCKHOLDER	SHARES BENEFICIALLY OWNED BEFORE RESALE	AMOUNT OFFERED (ASSUMING ALL SHARES IMMEDIATELY SOLD)
Alan Barron(6)(10)	100,000	100,000
Alan Barron(2)(10)	40,000	40,000
Alan Barron(3)(10)	25,000	25,000
Alan Barron(4)(10)	150,000	150,000
Bill Ratliff(2)	10,000	10,000
Blake Miraglia(3)(11)	25,000	25,000
Brian Baker(3)	2,000	2,000
CCDC, Inc.(1)(5)	25,000	25,000
CCDC, Inc.(1)(5)	100,000	100,000
CCDC, Inc.(2)(5)	100,000	100,000
CCDC, Inc.(3)(5)	25,000	25,000
Christopher J. Lee(1)	14,750	14,750
Christopher J. Lee(2)	15,000	15,000
Christopher J. Lee(3)	10,000	10,000
Cynthia White(1)	17,500	17,500
Cynthia White(2)	15,000	15,000
Cynthia White(3)	10,000	10,000
David W. Carr(1)	13,000	13,000
David W. Carr(2)	15,000	15,000
David W. Carr(3)	10,000	10,000
Dennis Norris(3)	2,000	2,000
James Don Dougan(3)	2,000	2,000
Jimmy Seale(3)	15,000	15,000
John Hamilton(3)	2,000	2,000
Jose A. Ramirez(3)	2,000	2,000
Michael McCollum(3)	2,000	2,000
Miguel J. Trevino(3)	2,000	2,000
Nancy Talley(3)	2,000	2,000
Peter McDonald(3)	2,000	2,000
R. Seth Trotman(2)	15,000	15,000
R. Seth Trotman(3)	10,000	10,000
Randy York(2)	15,000	15,000
Randy York(3)	10,000	10,000
Randy York(4)	25,000	25,000
Randy York(6)	15,000	15,000
Raul Ramos(1)	13,000	13,000
Raul Ramos(2)	15,000	15,000
Raul Ramos(3)	10,000	10,000
Richard T. Burke(2)(12)	100,000	100,000
Richard T. Burke(6)(12)	125,000	125,000
Rick Powell(1)(13)	225,000	225,000
Rick Powell(2)(13)	60,000	60,000

Rick Powell(3)(13)	100,000	100,000
Rick Powell(4)(13)	200,000	200,000
Rick Powell(6)(13)	50,000	50,000
Rick Wessel(6)(14)	105,000	105,000
Rick Wessel(2)(14)	50,000	50,000
Rick Wessel(3)(14)	40,000	40,000
Rick Wessel(4)(14)	150,000	150,000
Scott W. Merritt(3)	15,000	15,000
Scott Williamson(6)(15)	55,000	55,000
Scott Williamson(2)(15)	30,000	30,000
Scott Williamson(3)(15)	25,000	25,000
Scott Williamson(4)(15)	75,000	75,000
Stephanie Jordan(3)	2,000	2,000
Steve Walker(3)	2,000	2,000
Jon Burke(6)	50,000	50,000
Jon Burke(1)	5,000	5,000
Jon Burke(1)	50,000	50,000
Blake A. Miraglia, Trustee of the Blake A. Miraglia Trust U/A 5/30/87(7)(8)(11)	334,305	334,305
Gary V. Vanier and Barbara D. Vanier, Trustees of the Gary V. Vanier and Barbara A. Vanier 1992 Trust U/A 6/30/92(7)	258,145	258,145
Stephen R. Miraglia, Trustee of the Stephen R. Miraglia Trust U/A 5/28/87(7)	169,065	169,065
Bruce and Paulette Myers(7)	77,095	77,095
Jimmy Seale(7)	11,390	11,390
Erik P. Gustafson(9)	198,875	198,875
Donald H. Gustafson(9)	198,875	198,875
Judy Redington(9)	21,500	21,500
William Bingo(9)	10,750	10,750
Unified Loans, Inc.(16)	20,000	20,000
Pawnshops of America, Inc.(17)	115,000	115,000
Action Loans, Inc.(18)	20,000	20,000
	3,830,250	3,830,250

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(1) The shares referenced relate to the resale of common stock underlying currently exercisable $4.625 per share stock purchase warrants.
(2) The shares referenced relate to the resale of common stock underlying currently exercisable $8.00 per share stock purchase warrants.
(3) The shares referenced relate to the resale of common stock underlying currently exercisable $12.00 per share stock purchase warrants.
(4) The shares referenced relate to the resale of common stock underlying currently exercisable $15.00 per share stock purchase warrants.
(5) CCDC, Inc. is an affiliate of director Joe R. Love, who is also an affiliate of the company.
(6) The shares referenced relate to currently outstanding common stock issued under previously exercised stock purchase warrants.
(7) The referenced Selling Shareholders acquired their shares from the company in connection with the acquisition by the company of Miraglia, Inc., a California corporation, on June 4, 1998. These Selling Shareholders were the shareholders of Miraglia, Inc. prior to the acquisition by the company, and Miraglia, Inc. became a wholly owned subsidiary of the company as a result of the acquisition. Blake Miraglia, Gary Vanier and Stephen Miraglia have agreed to restrict public sale or transfer of the company's common stock issued under the acquisition of Miraglia, Inc. to 20% per year (cumulative) of such stock issued in the acquisition for the three years immediately following the effective date of the acquisition.
(8) In connection with the Miraglia, Inc. acquisition, Blake Miraglia entered into a three-year employment agreement with the company.
(9) The referenced Selling Shareholders acquired their shares from the company in connection with the acquisition by the company of One Iron Ventures, Inc., an Illinois corporation, on December 14, 1998. These Selling Shareholders were the shareholders of One Iron Ventures, Inc. prior to the acquisition by the company, and One Iron Ventures, Inc. became a wholly owned subsidiary of the company as a result of the acquisition.
(10) Mr. Barron is currently employed as president of the company's pawnshop division, and is an affiliate of the company.
(11) Mr. Miraglia is currently employed as president of the company's check cashing division and is an affiliate of the company.
(12) Mr. Burke is a director of the company, and is an affiliate of the company.
(13) Mr. Powell is currently employed as chief executive officer of the company, and is chairman of the board of directors, and is an affiliate of the company.
(14) Mr. Wessel is currently employed as president and chief financial officer of the company, and is a director, and is an affiliate of the company.
(15) Mr. Williamson is currently employed as executive vice president, and is an affiliate of the company.
(16) The referenced selling shareholder has an outstanding receivable from the company in the amount of $310,700 related to the October 20, 1998 purchase by the company of the assets of two pawnshops in El Paso, Texas from the selling shareholder. This amount is payable one year from the date of purchase in either cash, or the issuance of the company's common stock valued at the average of the closing price of the company's common stock for the thirty days immediately preceding the October 20, 1999 due date, at the option of the company.
(17) The referenced selling shareholder has an outstanding receivable from the company in the amount of $1,700,000 related to the November 16, 1998 purchase by the company of the assets of twelve pawnshops in South Carolina

from the selling shareholder. This amount is payable one year from the date of purchase in either cash, or the issuance of the company's common stock valued at the average of the closing price of the company's common stock for the thirty days immediately preceding the November 16, 1999 due date, at the option of the company.

(18) The referenced selling shareholder has an outstanding receivable from the company in the amount of $320,147 related to the October 20, 1998 purchase by the company of the assets of three pawnshops in El Paso, Texas from the selling shareholder. This amount is payable one year from the date of purchase in either cash, or the issuance of the company's common stock valued at the average of the closing price of the company's common stock for the thirty days immediately preceding the October 20, 1999 due date, at the option of the company.

Pursuant to this prospectus, the Selling Stockholders, or by certain pledgees, donees, transferees or other successors in interest to the Selling Stockholders, may sell shares from time to time in transactions on the Nasdaq Stock Market from time to time, in privately-negotiated transactions or by a combination of such methods of sale, at fixed prices which may be changed, at market prices prevailing at the time of sale, at prices related to such prevailing market prices or at negotiated prices. The Selling Stockholders may effect such transactions by selling the shares to or through broker-dealers, and such broker-dealers may receive compensation in the form of discounts, concessions or commissions from the Selling Stockholders or the purchasers of the shares for whom such broker-dealers may act as agent or to whom they sell as principal, or both (which compensation to a particular broker-dealer might be in excess of customary commissions).

Other methods by which the shares may be sold include, without limitation: (i) transactions which involve cross or block trades or any other transaction permitted by the Nasdaq Stock Market, (ii) "at the market" to or through market makers or into an existing market for the common stock, (iii) in other ways not involving market makers or established trading markets, including direct sales to purchasers or sales effected through agents, (iv) through transactions in options or swaps or other derivatives (whether exchange-listed or otherwise), (v) through short sales, or (vi) any combination of any other such methods of sale. The Selling Stockholders may also enter into option or other transaction with broker-dealers which require the delivery to such broker-dealers of the shares offered hereby which shares such broker-dealer may resell pursuant to this prospectus. The Selling Shareholders may pledge shares as collateral for margin accounts and such shares could be resold pursuant to the terms of such accounts.

The Selling Stockholders and any broker-dealers who act in connection with the sale of shares hereunder may be deemed to be "underwriters" as that term is defined under the Securities Act, and any commissions received by them and profit on any resale of the shares as principal may be deemed to be underwriting discounts and commissions under the Securities Act.

Pursuant to the registration rights agreements with the Selling Stockholders, the company has agreed to indemnify the Selling Stockholders against certain liabilities, including certain liabilities under the Securities Act, or to contribute to payments such Selling Stockholders or underwriters are required to make in respect of certain losses, claims, damages or liabilities.

INCORPORATION OF CERTAIN DOCUMENTS BY REFERENCE

The following documents filed by the company with the Commission are incorporated in this prospectus by reference:

a) The company's Annual Report on Form 10-K for the fiscal year ended July 31, 1998.

b) The company's definitive proxy statement for the January 14, 1999 annual meeting.

c) The Current Report on Form 8-K filed by the company on September 22, 1998 to report the purchase of Miraglia, Inc., along with the financial statements of Miraglia, Inc. for the ten months ended May 31, 1998.

d) The company's registration statement on Form S-1 dated November 4, 1994.

e) The company's Quarterly Report on Form 10-Q for the quarter ended October 31, 1998.

All financial statements included in the above-referenced filings should be read in conjuction with the Risk Factors section of this prospectus.

All documents filed by the company pursuant to Sections 13(a), 13(c), 14 or 15(d) of the Exchange Act after the date of this prospectus and before the termination of the offering covered hereby will be deemed to be incorporated by reference in this prospectus and to be a part hereof from the date of filing such documents. Any statement contained in a document incorporated or deemed to be incorporated by reference in this prospectus shall be deemed to be modified or superseded for purposes of this prospectus to the extent that a statement contained in this prospectus or any subsequently filed document that also is or is deemed to be incorporated by reference modifies or replaces such statement.

The company will provide, without charge upon oral or written request, to each person to whom this prospectus is delivered, a copy of any or all of the documents incorporated by reference, other than exhibits to such documents not specifically incorporated by reference above. In addition, a copy of the company's most recent annual report to stockholders will be promptly furnished, without charge and on oral or written request, to such persons. Requests for such documents should be directed to the company, 690 East Lamar, Suite 400, Arlington, Texas 76011, attention: Rick Wessel.

Any statements contained in a document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded for purposes of this prospectus to the extent that a statement contained herein or in any other subsequently filed document which also is incorporated or deemed to be incorporated by reference herein modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this prospectus.

AVAILABLE INFORMATION

The company is subject to the informational requirements of the Securities Exchange Act of 1934 ("Exchange Act"), and, in accordance therewith, files reports, proxy statements and other information with the Securities and Exchange Commission (the "SEC"). Such reports, proxy statements and other information are available for inspection and copying at the Public Reference Room of the SEC, 450 Fifth Street, N.W., Judiciary Plaza, Washington, D.C. 20549; and at the Regional Offices of the SEC located at 500 West Madison Street, Suite 1400, Chicago, Illinois 60661; and at 7 World Trade Center, New York, New York 10048. Copies of such material may be obtained from the Public Reference Section of the SEC at 450 Fifth Street, N.W., Washington, D.C. 20549, at prescribed rates. The

common stock trades on the Nasdaq Stock Market under the symbol "FCFS". Reports, proxy statements and other information concerning the company may be inspected at the offices of the Nasdaq Stock Market located at 1735 K Street, NW, Washington, DC 20006-1500.

The company has filed with the SEC in Washington, D.C. a Registration Statement on Form S-3 (the "Registration Statement") under the Securities Act with respect to the securities offered by this prospectus. Certain of the information contained in the Registration Statement is omitted from this prospectus, and reference is hereby made to the Registration Statement and exhibits and schedules relating thereto for further information with respect to the company and the securities offered by this prospectus. Statements contained herein concerning the provisions of any document are not necessarily complete and in each instance reference is made to the copy of the document filed as an exhibit or schedule to the Registration Statement. Each such statement is qualified in its entirety by this reference. The Registration Statement and the exhibits and schedules thereto are available for inspection at, and copies of such materials may be obtained upon payment of the fees prescribed therefor by the rules and regulations of the SEC, from the SEC, Public Reference Section, Judiciary Plaza, 450 Fifth Street, N.W., Washington, D.C. 20549. The SEC maintains a Web Site that contains reports, proxy and information statements and other information regarding registrants that file electronically with the SEC and the address of the site is http://www.sec.gov.

SEC'S POSITION ON INDEMNIFICATION

Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers or persons controlling the registrant pursuant to the foregoing provisions, the registrant has been informed that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act and is therefore unenforceable.

LEGAL MATTERS

Certain matters in connection with the resale of the shares by the Selling Shareholders will be passed upon by Brewer & Pritchard, P.C., Houston, Texas. A shareholder of Brewer and Pritchard, P.C. owns 5,000 shares of common stock.

EXPERTS

The financial statements as of July 31, 1997 and 1998 and for the years then ended incorporated in this prospectus by reference from the Company's Annual Report on Form 10-K for the year ended July 31, 1998 have been audited by Deloitte & Touche LLP, independent auditors, as stated in their report, which is incorporated herein by reference, and have been so incorporated in reliance upon the report of such firm given upon their authority as experts in accounting and auditing.

The financial statements of the company for the year ended July 31, 1996 incorporated in this prospectus by reference to the Annual Report on Form 10-K for the year ended July 31, 1998 have been so incorporated in reliance on the report of PricewaterhouseCoopers LLP, independent accountants, given on the authority of said firm as experts in accounting and auditing.

The financial statements of Miraglia, Inc. for the ten months ended May 31, 1998 incorporated in this prospectus by reference to the Current Report on Form 8-K filed by the Company on September 22, 1998 have been so incorporated in reliance on the report of Tollefson & Clancey, independent accountants, given upon their authority as experts in accounting and auditing.

PART II
INFORMATION NOT REQUIRED IN PROSPECTUS

Item 14. Other Expenses of Issuance and Distribution

The following table sets forth the estimated expenses to be incurred in connection with the distribution of the securities being registered. The expenses shall be paid by the company.

Filing Fee for Registration Statement.....	$ 13,107.00
NASD Filing Fee.....	-
Printing, Engraving and Mailing Fees.....	500.00
Legal Fees and Expenses.....	5,000.00
Accounting Fees and Expenses.....	3,000.00
Blue Sky Fees and Expenses.....	-
Transfer Agent Fees.....	-
Miscellaneous.....	-
Total.....	$ 21,607.00

Item 15. Indemnification of Directors and Officers

Article X of the Certificate of Incorporation of the company provides for indemnification of officers, directors, agents and employees of the company as follows:

(a) Each person who was or is made a party or is threatened to be made a party to or is involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she, or a person of whom he or she is the legal representative, is or was a director or officer of the Corporation or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee or agent or in any other capacity while serving as a director, officer, employee or agent or in any other capacity while serving as a director, officer, employee or agent, shall be indemnified and held harmless by the Corporation to the fullest extent authorized by the law, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than said law permitted the Corporation to provide prior to such amendment), against all expense liability and loss (including attorneys' fees, judgments, fines, ERISA excise taxes or penalties and amounts paid or to be paid in settlement) reasonably incurred or suffered by such person in connection therewith and such indemnification shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of his or her heirs, executors and administrators: provided, however, that, except as provided in paragraph (b) hereof, the Corporation shall indemnify and such person seeking indemnification in connection with a proceeding (or part thereof) initiated by such person only if such proceeding (or part thereof) was authorized by the Board of Directors of the Corporation.

The right to indemnification conferred in this Article shall be a contract right and shall include the right to be paid by the Corporation the expenses incurred in defending any such proceeding in advance of its final disposition: provided, however, that, if the law requires, the payment of such expenses incurred by a director or officer in his or her capacity as a director or officer (and not in any other capacity in which service was or is rendered by such person while a director or officer, including, without limitation, service to an employee benefit plan) in advance of the final disposition of a proceeding shall be made only upon delivery to the Corporation of an undertaking, by or on behalf of such director or officer, to repay all amounts so advanced if it shall ultimately be determined that such director or officer is not entitled to be indemnified under this Article or otherwise. The Corporation may, by action of its Board of Directors, provide indemnification to employees and agents of the Corporation with the same scope and effect as the foregoing indemnification of directors and officers.

(b) If a claim under paragraph (a) of this Article is not paid in full by the Corporation within thirty days after a written claim has been received by the Corporation, the claimant may, at any time thereafter, bring suit against the Corporation to recover the unpaid amount of the claim and, if successful in whole or in part, the claimant shall be entitled to be paid also the expense of prosecuting such claim. It shall be a defense to any such action (other than an action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition where the required standards of conduct which make it permissible under law for the Corporation to indemnify the claimant for the amount claimed, but the burden of proving such defense shall be on the Corporation. Neither the failure of the Corporation (including its Board of Directors, independent legal counsel, or its stockholders) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because he or she has met the applicable standard of conduct set forth in the law, nor an actual determination by the Corporation (including its Boards of Directors, independent legal counsel, or its stockholders) that the claimant has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that the claimant has not met the applicable standard of conduct.

(c) The right to indemnification and the payment of expenses incurred in defending a proceeding in advance of its final disposition conferred in this Article shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, provision of the Certificate of Incorporation, bylaw, agreement, vote of stockholders or disinterested directors or otherwise.

(d) The Corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the Corporation or another corporation, partnership, joint venture, trust or other enterprise against any such expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the law.

The foregoing discussion of the company's Certificate of Incorporation, and of the Delaware General Corporation Law is not intended to be exhaustive and is qualified in its entirety by such Certificate of Incorporation and Statutes, respectively.

Item 16. Exhibits

3.1(1)	Amended and Restated Certificate of Incorporation
5.1(1)	Opinion of Brewer and Pritchard, PC
10.61(1)	Acquisition Agreement for twelve pawnshops in South Carolina
10.62(1)	Acquisition Agreement for One Iron Ventures, Inc.
10.63(1)	First Cash Financial Services, Inc. 1999 Stock Option Plan
23.1(1)	Consents of Deloitte & Touche LLP, PricewaterhouseCoopers LLP, and Tollefson & Clancey, independent public accountants.
23.2(1)	Consent of Brewer and Pritchard PC (contained in Exhibit 5.1)

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(1) Filed herein.

Item 17. Undertakings

a) The undersigned registrant hereby undertakes:

1) To file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement;

i) To include any prospectus required by Section 10(a)(3) of the Securities Act;

ii) 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 the Registration Statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high and of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than 20 percent change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement.

iii) To include any material information with respect to the plan of distribution nor previously disclosed in the Registration Statement or any material change to such information in the Registration Statement; provided, however, that paragraphs (a) (1) (I) and (a) (1) (II) do not apply if the registration statement is on Form S-3, Form S-8 or Form F-3, and the information required in a post effective amendment by those paragraphs is contained in periodic reports filed with or furnished to the Commission by the registrant pursuant to Section 13 or 15(d) of the Exchange Act that are incorporated by the reference in the Registration Statement;

(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.

(b) The undersigned registrant hereby undertakes that, for purposes of determining any liability under the Securities Act, each filing of the registrant's annual report pursuant to Section 13 (a) or 15 (d) of the Exchange Act (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15 (d) of the Exchange Act) that is incorporated by reference in the 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.

(c) Insofar as indemnification for liabilities arising under the Securities Act nay be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Commission 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 liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person in connection with the securities being registered, the registrant 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.

SIGNATURES

Pursuant to the requirements of the Securities Act, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Arlington, Texas, on January 22, 1999.

FIRST CASH FINANCIAL SERVICES, INC.

/s/ PHILLIP E. POWELL
Phillip E. Powell, Chief Executive Officer

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the registrant and in the capacities and on the dates indicated.

Signature	Capacity	Date
/s/ PHILLIP E. POWELL Phillip E. Powell	Chairman of the Board and Chief Executive Officer	January 22, 1999
/s/ RICK L. WESSEL Rick L. Wessel	President, Chief Financial Officer, Secretary, Treasurer and Principal Accounting Officer	January 22, 1999
/s/ JOE R. LOVE Joe R. Love	Director	January 22, 1999
/s/ RICHARD T. BURKE Richard T. Burke	Director	January 22, 1999

AMENDED AND RESTATED CERTIFICATE OF INCORPORATION OF FIRST CASH, INC.

First Cash, Inc., a Delaware corporation (the "Corporation") which was originally incorporated under the name of First Cash Acquisition, Inc. on April 24, 1991, hereby adopts the following Amended and Restated Certificate of Incorporation pursuant to Sections 242 and 245 of the Delaware General Corporation Law:

ARTICLE I

The name of the Corporation shall be amended to be First Cash Financial Services, Inc.

ARTICLE II

The original Restated Certificate of Incorporation was filed in the office of the Secretary of State of Delaware on November 30, 1992.

ARTICLE III

The address of the Corporation's registered office in the State of Delaware is 919 Market Street, Suite 1600, Wilmington, New Castle County, Delaware 19801, and the name of its registered agent at such address is The Delaware Corporation Agency, Inc.

ARTICLE IV

The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the Delaware General Corporation Law.

ARTICLE V

The period of duration of the Corporation is perpetual.

ARTICLE VI

The total number of shares of stock which the Corporation shall have authority to issue is 30,000,000 consisting of 20,000,000 shares of common stock, par value $.01 per share (the "Common Stock"), and 10,000,000 shares of preferred stock, par value $.01 per share (the "Preferred Stock").

Shares of Preferred Stock of the Corporation may be issued from time to time in one or more classes or series, each of which class or series shall have such voting powers, full or limited, or no voting powers, and such designations, preferences and relative, participating, optional or other special rights, and qualifications, limitations or restrictions thereof, as shall be stated in such resolution or resolutions providing for the issue of such class or series of Preferred Stock as may be adopted from time to time by the Board of Directors prior to the issuance of any shares thereof pursuant to the authority hereby expressly vested in it, all in accordance with the laws of the State of Delaware.

ARTICLE VII

The business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors consisting of not less than one nor more than 15 directors, the exact number of directors to be determined from time to time by resolution adopted by the Board of Directors. The Directors of the Corporation shall be divided into three classes, designated Class I, Class II and Class III. Each class shall consist, as nearly as possible, of one-third of the total number of directors constituting the entire Board of Directors. The term of office of the Class III directors will expire at the annual meeting of stockholders next ensuing; the term of the Class II directors will expire one year thereafter; and the term of office of the Class I directors will expire two years thereafter. Beginning with the next annual meeting of stockholders, successors to the class of directors whose term expires at that annual meeting shall be elected for a three-year term. If the number of directors is changed, any increase or decrease shall be apportioned among the classes so as to maintain the number of directors in each class as nearly equal as possible, and any additional directors of any class elected to fill a vacancy resulting from an increase in such class shall hold office for a term that shall coincide with the remaining term of that class, but in no case will a decrease in the number of directors shorten the term of any incumbent director. A director shall hold office until the annual meeting for the year in which his term expires and until his successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Any vacancy on the Board of Directors howsoever resulting, may be filled by a majority of the directors then in office, even if less than a quorum, or by the sole remaining director. Any director elected to fill a vacancy shall hold office for a term that shall coincide with the term of the class to which such director shall have been elected.

Notwithstanding the foregoing, whenever the holders of any one or more classes or series of Preferred Stock issued by the Corporation shall have the right, voting separately by class or series, to elect directors at an annual or special meeting of stockholders, the election, term of office, filling vacancies and other features of such directorships shall be governed by the terms of this Certificate of Incorporation or the resolution or resolutions adopted by the Board of Directors pursuant to Article VI hereof, and such directors so elected shall not be divided into classes pursuant to this Article VII, unless expressly provided by such terms.

Subject to the rights, if any, of the holders of shares of Preferred Stock then outstanding, any or all of the directors of the Corporation may be removed from office at any time, but only for cause and only by the affirmative vote of the holders of a majority of the outstanding shares of the Corporation then entitled to vote generally in the election of directors, considered for purposes of this Article VII as one class.

The foregoing Article may be amended, altered, repealed or rescinded by the affirmative vote of sixty-six and two-thirds percent (66 2/3%) of the outstanding stock of the Corporation entitled to vote.

ARTICLE VIII

Any action required or permitted to be taken at any annual or special meeting of stockholders may be taken only upon the vote of the stockholders at

an annual or special meeting duly noticed and called, as provided in the Bylaws of the Corporation, and may not be taken by a written consent of the stockholders pursuant to the Delaware General Corporation Law.

ARTICLE IX

No director of the Corporation shall be personally liable to the Corporation or its stockholders for monetary damages for any breach of fiduciary duty by such director as a director. Notwithstanding the foregoing sentence, a director shall be liable to the extent provided by applicable law (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) pursuant to Section 174 of the Delaware General Corporation Law, or (iv) for any transaction from which such director derived an improper personal benefit.

ARTICLE X

(a) Each person who was or is made a party or is threatened to be made a party to or is involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she, or a person of whom he or she is the legal representative, is or was a director or officer of the Corporation or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee or agent or in any other capacity while serving as a director, officer, employee or agent, shall be indemnified and held harmless by the Corporation to the fullest extent authorized by the Law, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than said law permitted the Corporation to provide prior to such amendment), against all expense, liability and loss (including attorneys' fees, judgments, fines, ERISA excise taxes or penalties and amounts paid or to be paid in settlement) reasonably incurred or suffered by such person in connection therewith and such indemnification shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of his or her heirs, executors and administrators: provided, however, that, except as provided in paragraph (b) hereof, the Corporation shall indemnify any such person seeking indemnification in connection with a proceeding (or part thereof) initiated by such person only if such proceeding (or part thereof) was authorized by the Board of Directors of the Corporation. The right to indemnification conferred in this Article shall be a contract right and shall include the right to be paid by the Corporation the expenses incurred in defending any such proceeding in advance of its final disposition: provided, however, that, if the Law requires, the payment of such expenses incurred by a director or officer in his or her capacity as a director or officer (and not in any other capacity in which service was or is rendered by such person while a director or officer, including, without limitation, service to an employee benefit plan) in advance of the final disposition of a proceeding shall be made only upon delivery to the Corporation of an undertaking, by or on behalf of such director or officer, to repay all amounts so advanced if it shall ultimately be determined that such director or officer is not entitled to be indemnified under this Article or otherwise. The Corporation may, by action of its Board of Directors, provide indemnification to employees and agents of the Corporation with the same scope and effect as the foregoing indemnification of directors and officers.

(b) If a claim under paragraph (a) of this Article is not paid in full by the Corporation within thirty days after a written claim has been received by the Corporation, the claimant may, at any time thereafter, bring suit against the Corporation to recover the unpaid amount of the claim and, if successful in whole or in part, the claimant shall be entitled to be paid also the expense of prosecuting such claim. It shall be a defense to any such action (other than an action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition where the required undertaking, if any is required, has been tendered to the Corporation) that the claimant has not met the standards of conduct which make it permissible under the Law for the Corporation to indemnify the claimant for the amount claimed, but the burden of proving such defense shall be on the Corporation. Neither the failure of the Corporation (including its Board of Directors, independent legal counsel, or its stockholders) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because he or she has met the applicable standard of conduct set forth in the Law, nor an actual determination by the Corporation (including its Board of Directors, independent legal counsel, or its stockholders) that the claimant has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that the claimant has not met the applicable standard of conduct.

(c) The right to indemnification and the payment of expenses incurred in defending a proceeding in advance of its final disposition conferred in this Article shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, provision of the Certificate of Incorporation, bylaw, agreement, vote of stockholders or disinterested directors or otherwise.

(d) The Corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the Corporation or another corporation, partnership, joint venture, trust or other enterprise against any such expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the Law.

ARTICLE XI

Whenever the Corporation shall be authorized to issue only one class of stock, each outstanding share shall entitle the holder thereof to notice of, and the right to vote at, any meeting of stockholders. Whenever the Corporation shall be authorized to issue more than one class of stock, no outstanding share of any class of stock which is denied voting power under the provisions of the Certificate of Incorporation shall entitle the holder thereof to the right to vote at any meeting of stockholders, except as the provisions of the Law shall otherwise require.

ARTICLE XII

The appraisal rights afforded by Section 262 of the Law, subject to the duties and limitations therein contained, shall attach to any proposed amendment of this Certificate of Incorporation which shall attempt to impose, directly or indirectly, personal liability for the debts of the Corporation on any stockholder or stockholders.

ARTICLE XIII

Whenever a compromise or arrangement is proposed between this Corporation

and its creditors or any class of them and/or between this Corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware may, on the application in a summary way of this Corporation or of any creditor or stockholder thereof or on the application of any receiver or receivers appointed for this Corporation under Section 291 of Title 8 of the Delaware Code or on the application of trustees in dissolution or of any receiver or receivers appointed for this Corporation under Section 279 of Title 8 of the Delaware Code order a meeting of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this Corporation, as the case may be, to be summoned in such manner as the said court directs. If a majority in number representing three fourths in value of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this Corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of this Corporation as consequence of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall, if sanctioned by the court to which the said application has been made, be binding on all the creditors or class or creditors, and/or on all the stockholders or class of stockholders, of this Corporation, as the case may be, and also on this Corporation.

ARTICLE XIV

In furtherance of, and not in limitation of the powers conferred by statute, the Board of Directors is expressly authorized to adopt, repeal, alter, amend or rescind the Bylaws of the Corporation.

ARTICLE XV

The Corporation reserves the right to repeal, alter, amend, or rescind any provision contained in this Certificate of Incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred on stockholders herein are granted subject to this reservation.

ARTICLE XVI

The foregoing Amended and Restated Certificate of Incorporation was proposed by the Board of Directors and adopted by the stockholders in the manner and by the vote prescribed by Section 242 of the Delaware General Corporation Law.

IN WITNESS WHEREOF, the undersigned Delaware corporation has caused this Amended and Restated Certificate of Amendment to be signed by its President and Secretary this the 14th day of January 1999.

First Cash, Inc.

/S/ RICK L. WESSEL, PRESIDENT

Rick L. Wessel
President and Secretary

Exhibit 5.1

January 22, 1999

Mr. Philip E. Powell
First Cash, Inc.
690 E. Lamar Blvd.
Arlington, Texas 76011

Dear Mr. Powell:

As counsel for First Cash, Inc., a Delaware corporation ("Company"), you have requested our firm to render this opinion in connection with the Registration Statement of the Company on Form S-3 filed under the Securities Act of 1933, as amended ("Act"), with the Securities and Exchange Commission relating to the registration of the resale of (i) 1,895,250 shares of common stock underlying currently exercisable stock purchase warrants ("Warrants"), (ii) 1,780,000 shares of common stock currently outstanding, and (iii) 155,000 shares of common stock to be issued pursuant to outstanding acquisition obligations.

We are familiar with the registration statement and the registration contemplated thereby. In giving this opinion, we have reviewed the registration statement and such other documents and certificates of public officials and of officers of the Company with respect to the accuracy of the factual matters contained therein as we have felt necessary or appropriate in order to render the opinions expressed herein. In making our examination, we have assumed the genuineness of all signatures, the authenticity of all documents presented to us as originals, the conformity to original documents of all documents presented to us as copies thereof, and the authenticity of the original documents from which any such copies were made, which assumptions we have not independently verified.

Based upon all the foregoing, we are of the opinion that:

1. The Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware.

2. The shares of common stock underlying the Warrants to be issued upon exercise of such Warrants as well as the shares to be issued pursuant to outstanding acquisition obligations are validly authorized and, upon exercise of the Warrants in accordance with their terms, and upon issuance pursuant to the acquisition obligations, will be validly issued, fully paid and nonassessable.

3. The shares of common stock, the resale of which is being registered, are validly issued, fully paid and nonassessable.

We consent to the use in the registration statement of the reference to Brewer & Pritchard, P.C. under the heading "Legal Matters."

Very truly yours,

BREWER & PRITCHARD, P.C.

//s// Brewer & Pritchard, P.C.

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") dated effective as of October 31, 1998 is made by and among Pawnshops of America, Inc., a South Carolina corporation ("Seller"), Gerald Smith ("Shareholder") and First Cash, Inc., a Delaware corporation ("Purchaser").

WITNESSETH:

WHEREAS, Seller desires to sell and Purchaser desires to purchase certain of the assets of Seller used in connection with the pawn business of Seller conducted at the locations in the State of South Carolina listed in Exhibit A attached hereto; and

WHEREAS, Purchaser desires to purchase such assets on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual representations, warranties and covenants herein contained, and on the terms and subject to the conditions herein set forth, the parties hereto hereby agree as follows:

ARTICLE I
PURCHASE AND SALE

1.01. Sale and Purchase of Assets. Subject to and upon the terms and conditions contained herein, at the Closing (as hereinafter defined), Seller shall sell, transfer, assign, convey and deliver the Purchaser all of the following assets of Seller used in connection with the pawn business of Seller, free and clear of all liens, claims and encumbrances, and Purchaser shall purchase, accept and acquire from Seller, the following:

(a) Equipment and Fixed Assets. All of Seller's furniture, equipment, supplies, fixed assets and leasehold improvements located at or used in connection with the pawnshops of Seller at the locations in the State of South Carolina listed in Exhibit A;

(b) Layaways and Counterbuys. All of Seller's right, title and interest in layaways and counterbuys used in connection with the pawnshops of Seller at the locations in the State of South Carolina listed in Exhibit A;

(c) Intangible Assets. All of Seller's right, title and interest in all of its operating licenses, permits, trade names, telephone numbers and other intangible assets, together with all rights to, and applications, and franchises for, any of the foregoing, relating to Seller's pawn businesses at the locations in the State of South Carolina listed in Exhibit A;

(d) Pawn loans. All of Seller's outstanding pawn loans receivable (including all accrued interest thereon) and all evidence of indebtedness owed to Seller arising out of the pawn businesses conducted at the locations in the State of South Carolina listed in Exhibit A, together with all pawn merchandise securing same;

(e) Inventory. All of Seller's inventory and merchandise including, but not limited to all of Seller's inventory and merchandise at the locations in the State of South Carolina listed in Exhibit A; and

(f) Records. All of Seller's current and active records, files and papers pertaining to the assets described in Subsections (a) through (e) above, including literature, contract forms, graphic materials, pricing and information manuals, fixtures, designs, sales literature or other sales aids, customer files, customer credit histories and other data related to Seller's business.

All of the assets described in Subsections (a) through (f) above are hereinafter collectively referred to as the "Assets".

Notwithstanding anything in this Section 1.01 to the contrary, Seller shall retain all of its right, title and interest in, to and under all of the following:

(a) all cash and cash equivalents;
(b) all accounts receivable except layaways and pawn loans;
(c) all federal, state, local and foreign tax deposits;
(d) any assets not relating to the business contained in a list to be provided to Purchaser prior to Closing;
(e) all minute books and stock books of Seller;
(f) all insurance refunds;
(g) the items of property located in the accounting department and the office of Abe Smith and the personal desk of Gerald Smith; and
(h) the post office box of Seller.

1.02. Purchase Price. The purchase price ("Purchase Price") to be paid for the Assets shall be four million six hundred fifty-eight thousand dollars ($4,658,000.00), subject to adjustment as provided below. The Purchase Price shall be payable as follows: (a) cash in the amount of $2,258,000 payable at Closing, (b) the issuance of a promissory note in the amount of $600,000 in the form of Exhibit B payable in 12 equal monthly installments of principal and interest, and (c) $1,800,000 (adjusted as provided below) payable 365 days after the Closing Date. At the option of Purchaser, said sum of $1,800,000 (adjusted as provided below) may be paid in cash, by the issuance of shares of common stock of Purchaser, or partly in cash and partly by the issuance of shares of common stock of Purchaser. The number of shares of common stock of Purchaser to be issued shall be determined by dividing the portion of the sum of $1,800,000 (adjusted as provided below) to be paid by the issuance of common stock of Purchaser by the average of the closing sale price of the common stock of Purchaser during the thirty (30) trading days immediately preceding five (5) business days prior to the expiration of the 365 day period as reported by the Nasdaq National Market System. If any portion of the sum of $1,800,000 (adjusted as provided below) is not received by Seller on or before 365 days after the Closing Date, such unpaid portion shall immediately accelerate and bear interest at the rate of 12.0% per annum from the due date thereof until paid and the subordination of such obligation of Purchaser to the net asset requirement of the Texas Pawnshop Act shall terminate. If no sale of common stock of Purchaser occurred on a particular trading day, the closing ask price shall be used in determining the closing sale price. If the common stock of Purchaser is not listed on the Nasdaq National Market System 365 days after the Closing Date, the closing sale price for each trading day shall be the last sale price, or the closing ask price if no sale occurred, of the common stock of Purchaser on the principal national securities exchange on which such common stock is listed. Any common stock of Purchaser issued to Seller shall be registered under the Securities Act of 1933, as amended (the "Act"), and subject to the provisions of the Act and the rules and regulations promulgated thereunder. As used herein, the term "trading day" shall mean any day with respect to which actual transactions in the common stock of Purchaser are reported or bid and asked quotations are reported but actual transactions are not. Any shares of common stock delivered to Seller in order to satisfy all or any portion of the $1,800,000 due 365 days after the Closing Date shall have been registered under the Securities Act of 1933, as amended, and subject to the rules and regulations of the Securities and Exchange Commission. The Purchase

Price (1) shall be reduced one dollar ($1.00) for each one dollar ($1.00) that the face amount of current active pawn loans of Seller satisfactory to Purchaser is less than nine hundred thousand dollars ($900,000) in the aggregate, (2) shall be reduced by one dollar ($1.00) for each one dollar ($1.00) that the inventory (at Seller's cost as shown on Seller's books), including layaway inventory, of Seller is less than $1,350,000 in the aggregate and (3) shall be reduced by one dollar ($1.00) for each one dollar ($1.00) that layaway deposits are greater than $142,000. The Purchase Price (1) shall be increased one dollar ($1.00) for each one dollar ($1.00) that the face amount of current active pawn loans of Seller satisfactory to Purchaser is greater than nine hundred thousand dollars ($900,000) in the aggregate, (2) shall be increased by one dollar ($1.00) for each one dollar ($1.00) that the inventory (at Seller's cost as shown on Seller's books), including layaway inventory, of Seller is greater than $1,350,000 in the aggregate and (3) shall be increased by one dollar ($1.00) for each one dollar ($1.00) that layaway deposits are less than $142,000. All of the foregoing adjustments to the Purchase Price shall be made to the $1,800,000 (adjusted as provided above) due and payable 365 days after the Closing Date. All calculations of pawn loans, inventory and layaways shall be made as of the Closing Date. The obligation of Purchaser under this Section 1.02 to pay the sum of $1,800,000 (adjusted as provided above) is and shall be subordinate and inferior in payment to any and all indebtedness of Purchaser to Bank One, Texas, N.A. and any other financial institution or syndication of financial institutions which constitutes the principal lender(s) to Purchaser. The obligation of Purchaser under this Section 1.02 to pay the sum of $1,800,000 (adjusted as provided above) is subordinate and inferior to the claims of general creditors to the extent necessary to permit Purchaser to meet the net asset requirement of the Texas Pawnshop Act of each pawnshop of Purchaser and its subsidiaries in the State of Texas with the result that there shall be available at all times to general creditors an amount equal to the sum of the net asset requirement of each pawnshop of Purchaser and its subsidiaries in the State of Texas.

There shall also be paid to Seller at Closing the sum of (1) the aggregate amount of all unused security deposits listed in Exhibit C under the Leases to be assumed by Purchaser, (2) all cash of Seller on hand, (3) rent payable for November 1998 prorated to the Closing Date (as hereinafter defined), and (4) the unamortized cost of the structural improvements relating to location number 7 on Exhibit A less fifty percent (50%) of all current contractual obligations for Yellow Pages advertising in the aggregate amount shown on Exhibit D.

1.03. Allocation of Purchase Price. The Purchase Price shall be allocated at Closing as follows:

Furniture, fixture and equipment
Pawn Loans
Accrued interest
Inventory, including Layaways and Counterbuys
Less layaway deposits
Goodwill

1.04. No Assumption of Liabilities. Except for the lease agreements relating to the locations in the State of South Carolina listed on Exhibit A (the "Leases") and the obligations relating to layaway deposits and the obligations under the layaway contracts and the amount of obligations for Yellow Pages advertising listed on Exhibit D, Purchaser does not and shall not assume or agree to pay, perform or discharge any liabilities or obligations of Seller, whether accrued, absolute, contingent or otherwise, arising out of claims, actions or events occurring prior to Closing (as hereinafter defined) or any liability relating to the Assets transferred to Purchaser. Purchaser is not assuming (a) any indebtedness of Seller, or (b) any expenses, liabilities, or obligations of Seller arising out of the execution or delivery of this Agreement and the consummation of the transactions contemplated hereby, or (c) any liability or obligation of Seller relating to federal, state or local taxes or any other taxes attributable to the transactions contemplated hereby or Seller both prior to and subsequent to Closing, or (d) any obligation of Seller to pay a fee to an agent, broker or finder, or (e) any liability arising out of the conduct of Seller's business prior to Closing, including the violation of federal or state laws and federal or state operating licenses, or (f) any liability or obligation of Seller relating to pawn loan collateral missing on the Closing Date which will be agreed upon prior to the Closing Date and listed on Exhibit E, or (g) any customer claims attributable or in any manner relating to events or omissions of Seller prior to the Closing Date or (h) any claims made by or obligations to the Bureau of Alcohol, Tobacco and Firearms arising or attributable to the period prior to the Closing Date.

1.05. Proration. All real property taxes, common area maintenance and insurance payable by Seller or Shareholder under the Leases and all personal property taxes relating to the Assets shall be prorated between Seller and Purchaser as of the Closing Date.

ARTICLE II
CLOSING

The closing of the sale and purchase of the Assets ("Closing") shall occur on a mutually agreeable date after the completion of the audit of the Assets of Seller (the "Closing Date") at a location mutually agreeable to both parties.

At the Closing the Seller shall deliver to Purchaser the following:

(1) Assignment and Bill of Sale in form satisfactory to Purchaser of all the Assets which has been executed by Seller; and

(2) Assignment to Purchaser of the licenses and permits of Seller and Shareholder to operate a pawn shop at the locations in the State of South Carolina listed in Exhibit A and all permits relating thereto executed by Seller and Shareholder.

(3) Assignments to Purchaser of each of the Leases in form satisfactory to Purchaser, together with the written consent of the owner of each of the locations listed as location numbers 4-12 on Exhibit A.

(4) Lease agreements covering the locations listed as location numbers 1,2 and 3 on Exhibit A in form satisfactory to Purchaser and Seller.

At the Closing the Purchaser shall deliver to Seller the following:

(1) a check in the amount of the cash portion of the Purchase Price payable at Closing,

(2) the promissory note in the form of Exhibit B, and

(3) a check in the aggregate amount equal to the sum of (a) the aggregate amount of all unused security deposits listed in Exhibit C under the Leases to be assumed by Purchaser, (b) all cash of Seller on hand, (c) rent payable for November 1998 prorated to the Closing Date (as hereinafter defined), and (d) the unamortized cost of the structural improvements relating to location number 7 on Exhibit A less fifty percent (50%) of all current contractual obligations for Yellow Pages advertising in the aggregate amount shown on Exhibit D.

At all times thereafter as may be necessary, Seller agrees to execute and deliver to Purchaser such other instruments of transfer as shall be reasonably

necessary to appropriate to vest in Purchaser good and indefeasible title to the Assets and to comply with the purposes and intent of this Agreement including existing service contracts or any other contracts related to the Assets. Seller and Shareholder further agree to cooperate with Purchaser in obtaining approval of the issuance to Purchaser of all licenses and permits required to operate the pawn shops of Seller at the locations in the State of South Carolina listed in Exhibit A.

ARTICLE III
PURCHASER'S REPRESENTATIONS AND WARRANTIES

Purchaser represents and warrants that the following are true and correct as of the date hereof and will be true and correct through the Closing Date as if made on that date:

3.01. Organization and Good Standing. Purchaser is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware, with all requisite power and authority to carry on the business in which it is engaged, to own the properties it owns and to execute and deliver this Agreement and to consummate the transactions contemplated hereby.

3.02. Authorization and Validity. The execution, delivery and performance of this Agreement and the other agreements to be executed by Purchaser, and the consummation of the transactions contemplated hereby and thereby, have been duly authorized by Purchaser. This Agreement, the Note and the Leases with respect to locations numbers 1-3 on Exhibit A will be prior to or at Closing duly executed and delivered by Purchaser and constitute or will constitute legal, valid and binding obligations of Purchaser, enforceable against Purchaser in accordance with their respective terms.

3.03. Finder's Fee. Purchaser will pay and be solely responsible for any finder's, broker's or agent's fee incurred by Purchaser in connection with the transactions contemplated hereby.

3.04. No Violation. To the best of Purchaser's knowledge, neither the execution and performance of this Agreement or the agreements contemplated hereby, nor the consummation of the transactions contemplated hereby or thereby will (a) result in a violation or breach of any agreement or other instrument under which Purchaser is bound or to which any of the assets of Purchaser are subject, or (b) violate any applicable law or regulation or any judgment or order of any court or governmental agency.

3.05 Financial Statements and Reports. Purchaser has filed all required forms, reports, statements and documents with the Securities and Exchange Commission (the "Commission") all of which have complied in all material respects with all applicable requirements of the Securities Act and the Securities Exchange Act of 1934, as amended (the "Exchange Act"). Purchaser has delivered or made available to the Seller and the Shareholder true and complete copies of (i) Purchaser's annual Reports on Form 10-K for the fiscal year ended July 31, 1998, (ii) its proxy statement relating to Purchaser's annual stockholders meeting for the fiscal year ended July 31, 1997, (iii) reports filed on Form 10-Q for the quarters ended October 31, 1997, January 31, 1998 and April 30, 1998 by Purchaser with the Commission pursuant to the Exchange Act, and (iv) all reports, statements and other information provided by Purchaser to its stockholders since July 31, 1997 (collectively, the Purchaser Reports"). As of their respective dates, the Purchaser Reports did not contain any untrue statement of a material fact. The consolidated financial statements of Purchaser included or incorporated by reference in the Purchaser Reports were prepared in accordance with Generally Accepted Accounting Principals ("GAAP") applied on a consistent basis (except as otherwise stated in such financial statements or, in the case of audited statements, the related report thereon of independent certified public accounts), and present fairly the financial position and results of operations, cash flows and of changes in stockholders' equity of Purchaser and its consolidated subsidiaries as of the dates and for the periods indicated, subject in the case of unaudited interim financial statements, to normal year-end audit adjustments, none of which either singly or in the aggregate are or will be material, and except that the unaudited interim financial statements do not contain all of the disclosures required by GAAP. Purchaser is and has been subject to the reporting requirements of the Exchange Act and has filed with the Commission all periodic reports required to be filed by it pursuant thereto and all reports required to be filed under Sections 13, 14 or 15(d) of the Exchange Act since July 31, 1991.

3.06. Taxes. To the best of Purchaser's knowledge, all tax returns, statements, reports and forms (including estimated tax returns and reports and information returns and reports) required to be filed with any tax authority with respect to any taxable period ending on or before the consummation of the transactions set forth herein, by or on behalf of Purchaser (collectively, the "Purchaser Returns"), have been or will be filed when due (including any extensions of such due date), and all amounts shown to be due thereon on or before the Closing have been or will be paid on or before such date, except to the extent such failure to file or pay has not had and could not reasonably be expected to have a Material Adverse Effect. Whenever used in this Agreement, the phrase "Material Adverse Effect" shall mean a material adverse effect on the business, properties, prospects, conditions (financial or otherwise) or results of operations of Purchaser or its subsidiaries on a consolidated basis.

3.07. Compliance with Law. To the best of Purchaser's knowledge, Purchaser has complied with all foreign, federal, state, local and county laws, ordinances, regulations, judgments, orders, decrees or rules of any court, arbitrator or governmental, regulatory or administrative agency or entity applicable to its business, except where the failure to so comply would not have a Material Adverse Effect. Purchaser has not received any governmental notice of any violations by Purchaser of any such laws, ordinances, regulations or orders, which violation has not been cured or remedied except where the failure to cure or remedy the violation would not have a Material Adverse Effect.

3.08. Litigation. Except for litigation disclosed in the notes to the financial statements included in the Purchaser Reports and reflected on Purchaser's Disclosure Schedule, there is no suit, action, proceeding or investigation pending or, to the best of knowledge of Purchaser, threatened against or affecting Purchaser or any of its subsidiaries, the outcome of which, in the reasonable judgment of Purchaser, is likely to have a material adverse effect, nor is there any judgment, decree, injunction, ruling or order of any court, governmental, regulatory or administrative department, commission, agency or instrumentality, arbitrator or any other person outstanding against Purchaser or any of its subsidiaries having, or which is reasonably likely to have, a Material Adverse Effect.

3.09. Governmental Authorizations and Licenses. To Purchaser's knowledge, Purchaser has all material licenses, orders, authorizations, permits, concessions, certificates and other franchises or analogous instruments of any governmental entity required by applicable law to operate its business (collectively, the "Purchaser Government Licenses") which Purchaser Government Licenses are in full force and effect, and is in compliance with the terms, conditions, limitations, restrictions, standards, prohibitions, requirements and obligations of such Purchaser Government Licenses except to the extent failure to hold and maintain such Purchaser Government Licenses or to so comply would not be reasonably likely to have a Material Adverse Effect. There is not now pending, nor to the best knowledge of Purchaser is there threatened, any action, suit, investigation or proceeding against Purchaser before any governmental

entity with respect to the Purchaser Government Licenses, nor is there any issued or outstanding notice, order or complaint with respect to the violation by Purchaser of the terms of any Purchaser Government License or any rule or regulation applicable thereto, except to the extent that any such action would not be reasonably likely to have a Material Adverse Effect.

3.10. Accuracy of Information Furnished. All information furnished to Seller by Purchaser herein or in any exhibit hereto is true, correct and complete in all material respects. Such information states all material facts required to be stated therein or necessary to make the statements therein, in light of the circumstances under which such statements are made, true, correct and complete.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to Purchaser that the following are true and correct as of the date hereof and will be true and correct through the Closing Date as if made on that date:

4.01. Organization, Qualification and Power. Seller is a corporation duly organized, validly existing, and in good standing under the laws of the State of South Carolina. Seller is duly authorized to conduct business and is in good standing under the laws of each jurisdiction where such qualification is required. Seller has full power and authority to carry on the business in which it is engaged and to own and use the properties owned and used by it.

4.02. Authorization and Validity. The execution, delivery and performance of this Agreement and the other agreements to be executed by Seller, and the consummation of the transactions contemplated hereby and thereby, have been duly authorized by Seller. This Agreement and each other agreements to be executed by Seller been or will be duly executed and delivered by Seller and constitute or will constitute legal, valid and binding obligations of Seller, enforceable against Seller in accordance with their respective terms.

4.03. Title; Leased Assets. Upon consummation of the transactions contemplated hereby, Purchaser shall receive good, valid and marketable title to the Assets, and will be entitled to use as lessee all leased assets used in Seller's business, free and clear of all liens, encumbrances and adverse claims.

4.04. No Violation. To the best of Seller's knowledge, neither the execution and performance of this Agreement or the agreements contemplated hereby, nor the consummation of the transactions contemplated hereby or thereby will (a) result in a violation or breach of any agreement or other instrument under which Seller is bound or to which any of the assets of Seller are subject, or result in the creation or imposition of any lien, charge or encumbrance upon any of such assets, or (b) violate any applicable law or regulation or any judgment or order of any court or governmental agency. To the best of Seller's knowledge, Seller has complied with all applicable laws, regulations and licensing requirements, and has filed with the proper authorities all necessary statements and reports. To the best of Seller's knowledge, Seller possesses all necessary operating licenses, franchises, permits and governmental authorizations, which rights are in full force and effect, and are being transferred hereof free of any claim, encumbrance or detriment.

4.05. Taxes. Seller has duly and timely filed all property, sales tax and all other returns and reports required to be filed by it as of the date hereof by the State of South Carolina or any political subdivision thereof and has paid all taxes (including penalties and interest) which have become due, except to the extent that such failure to file or pay has not had or could not reasonably be expected to have a material adverse effect on the business or financial condition of Seller. There are no liens for Federal, state or local taxes upon any of the assets of Seller.

4.06. Compliance with Law. To the best of Seller's knowledge, there are no existing violations by Seller of any applicable federal, state or local law or regulation that could have a material adverse effect on the property, business, or licenses or permits of Seller.

4.07. Finder's Fee. Seller shall pay and be solely responsible for any obligation for any finder's, broker's or agent's fee incurred by Seller in connection with the transactions contemplated hereby.

4.08. Litigation. No legal action or administrative proceeding or investigation has been instituted against Seller, or to the best of its knowledge been threatened, that could have a material adverse effect on the assets, business or financial condition of Seller. Seller is not (a) subject to any continuing court or administrative order, writ, injunction or decree applicable specifically to such Seller or to its business, assets, operation or employees, or (b) in default with respect to any such order, writ, injunction or decree. Seller knows of no basis for any such action, proceeding or investigation.

4.09. Operating Licenses. To Seller's knowledge, Seller maintains in full force and effect all operating licenses and permits necessary in order to operate each of its pawnshop business locations in accordance with applicable federal, state and local regulations. The operating licenses and permits are in full force and effect and Seller has not received notice of cancellation thereof, or a threatened cancellation thereof. Seller has complied in full with all applicable federal and state operating licenses. Seller has delivered to Purchaser true and correct copies of all licenses and permits of Seller.

4.10. Financial Statements. To Seller's knowledge, Seller has delivered to Purchaser true and correct copies of the audited financial statements of Seller for the years ended December 31, 1996 and December 31, 1997 and the unaudited financial statement of Seller for the period ended September 30, 1998. Such financial statements have been prepared in accordance with generally accepted accounting principles consistently applied throughout the periods covered thereby and present fairly the financial condition of Seller as of the indicated dates, and the results of operations of the indicated periods are correct and complete and are consistent with the books and records of Seller in all material respects.

4.11. Tax Returns. Seller has delivered to Purchaser true and correct copies of the Federal income tax returns of Seller for the years ended December 31, 1996 and December 31, 1997 which have been filed with the Internal Revenue Service. Such Federal income tax returns are correct and complete in all material respects.

4.12. Employees. Seller has furnished to Purchaser a list of all employees and each compensation arrangement for each employee of Seller.

4.13. Ownership of Seller. Shareholder is the only shareholder of Seller.

4.14. Zoning. The zoning of each of the locations listed on Exhibit A permits the operation of a pawnshop.

4.15. Accuracy of Information Furnished. All information furnished to Purchaser by Seller herein or in any exhibit hereto is true, correct and complete in all material respects. Such information states all material facts required to be stated therein or necessary to make the statements therein, in

light of the circumstances under which such statements are made, true, correct and complete.

ARTICLE V
PURCHASER'S COVENANTS

5.01. Consummation of Agreement. Purchaser agrees to use its best efforts to cause the consummation of the transactions contemplated by this Agreement in accordance with their terms and conditions.

5.02. Retention of Records. Purchaser shall retain all books and records of Seller required to be retained on the business premises by applicable laws. Purchaser shall provide Seller and Shareholder access to such records in the event of a tax or other audit of Seller. Seller shall be entitled to retain all other books and records.

5.03 Approvals of Third Parties. As soon as practicable after the execution of this Agreement, Purchaser will use its best efforts to secure all necessary approvals and consents of third parties to the consummation of the transactions contemplated by this Agreement.

ARTICLE VI
SELLER'S COVENANTS

Seller agrees that on or prior to the Closing:

6.01. Approvals of Third Parties. As soon as practicable after the execution of this Agreement, Seller will use its best efforts to secure all necessary approvals and consents of third parties to the consummation of the transactions contemplated by this Agreement.

6.02. Contracts. Except with Purchaser's prior written consent, Seller shall not waive any material right under or cancel any material contract, debt or claim nor will Seller assume or enter into any contract, lease, license, obligation, indebtedness, commitment, purchase or sale except for the making of pawn loans and sales of inventory in the ordinary course of business.

6.03. Licenses. Seller shall assist Purchaser in causing all pawn licenses owned or held by Seller relating to the pawn businesses of Seller at the locations in the State of South Carolina listed in Exhibit A to be assigned and reissued to Purchaser.

6.04. Release of Financing Statements. Seller shall cause all financing statements covering any portion of the Assets to be released within 30 days after the Closing Date.

ARTICLE VII
PURCHASER'S CONDITIONS PRECEDENT

Except as may be waived in writing by Purchaser, the obligations of Purchaser hereunder are subject to the fulfillment at or prior to the Closing of each of the following conditions:

7.01. Representations and Warranties. The representations and warranties of Seller contained herein shall be true and correct as of the Closing, and Purchaser shall not have discovered any material error, misstatement or omission therein.

7.02. Covenants. Seller shall have performed and complied with all covenants or conditions required by this Agreement to be performed and complied with by them prior to the Closing.

7.03. Proceedings. No action, proceeding or order by any court or governmental body or agency shall have been threatened in writing, asserted, instituted or entered to restrain or prohibit the carrying out of the transactions contemplated by this Agreement.

7.04. No Material Adverse Change. No material, adverse change in the assets, business operations or financial condition of Seller shall have occurred prior to the Closing except for normal business cycles.

7.05. Lease Assignments. Assignments to Purchaser of each of the lease agreements covering the properties at the locations in the State of South Carolina listed in Exhibit A in form reasonably satisfactory to Purchaser, and the written consent of the owner of each of the locations listed in Exhibit A to such assignment if necessary.

7.07. Lease Agreements. Lease agreements covering each of the locations listed on Exhibit A satisfactory to Purchaser.

7.08. Pawn Loans. Seller shall have at Closing not less than eight hundred fifty thousand dollars ($850,000 in the aggregate in face amount of current active pawn loans satisfactory to Purchaser at the locations listed in Exhibit A.

7.09. Inventory. Seller shall have at Closing not less than $1,300,000 in the aggregate in inventory (at Setter's cost as shown on Seller's books), including layaway inventory, at the locations listed on Exhibit A.

7.10. Audit. Purchaser shall have conducted an audit of the Assets which is satisfactory to Purchaser and Seller.

7.11. Corporate Resolutions. Purchaser shall have received corporate resolutions of Seller authorizing the execution and delivery of this Agreement and the consummation of the transactions contemplated herein.

7.12. Closing Documents. All items and documents required to be delivered to Purchaser pursuant to Article II at Closing shall have been delivered to Purchaser.

ARTICLE VIII
SELLER'S CONDITIONS PRECEDENT

Except as may be waived in writing by Seller the obligations of Seller hereunder are subject to fulfillment at or prior to the Closing of each of the following conditions:

8.01. Representations and Warranties. The representations and warranties of Purchaser contained herein shall be true and correct as of the Closing, subject to any changes contemplated by this Agreement, and Seller shall not have discovered any material error, misstatement or omission therein.

8.02. Covenants. Purchaser shall have performed and complied in all material respects with all covenants or conditions required by this Agreement to be performed and complied with by Purchaser prior to the Closing.

8.03. Proceedings. No action, proceeding or order by any court or governmental body or agency shall have been threatened in writing, asserted, instituted or entered to restrain or prohibit the carrying out of the transactions contemplated by this Agreement.

8.04. Closing Documents. All items and documents required to be delivered to Seller pursuant to Article II at Closing shall have been delivered to Seller.

8.05 Corporate Resolutions. Seller shall have received corporate resolutions of Purchaser authorizing the execution and delivery of this Agreement and the consummation of the transactions contemplated herein.

8.06 No Material Adverse Change. No material, adverse change in the assets, business operations or financial condition of Purchaser shall have occurred prior to the Closing except for normal business cycles.

ARTICLE IX
SURVIVAL OF REPRESENTATIONS OR WARRANTIES; REMEDIES

9.01. Survival of Representations. Except for the representations, warranties, covenants, agreements and restrictions contained in Article XI and in Article XII, the representations, warranties, covenants, agreements and restrictions contained in this Agreement shall survive the Closing Date for a period of two (2) years and all statements contained in any certificate, schedule or other instrument delivered pursuant to this Agreement shall be deemed to have been representations and warranties. Except for claims, actions or claims arising under Article XI or Article XII, any action or claim for breach of any warranty, representation or covenant by Seller may occur or be effected at any time within two (2) years after the Closing Date.

9.02. Remedies Upon Breach of Representations. In the event that Purchaser or Seller determines that a material breach or violation of any warranty, representation or covenant in this Agreement has occurred and such breach or violation is not cured to the satisfaction of such party within fifteen (15) days after the date of the written notice thereof by such party to the other party, Purchaser or Seller, as the case may be, and shall have any and all rights and remedies available at law or in equity.

ARTICLE X
INDEMNIFICATION

10.01. Seller Indemnity. Subject to the terms and conditions of this Article X, Seller hereby unconditionally agrees to indemnify, defend and hold Purchaser and its officers, directors, stockholders, agents, attorneys and affiliates harmless from and against all losses, claims, obligations, demands, assessments, penalties, liabilities, costs, damages, reasonable attorneys' fees and expenses (collectively, "Damages"), asserted against or incurred by Purchaser by reason of or in any manner resulting from:

(a) A breach by Seller of any representation, warranty or covenant contained herein or in any agreement executed pursuant hereto;

(b) Any and all general liability claims arising out of or relating to occurrences of any nature relating to Seller's business prior to the Closing, whether any such claims are asserted prior to or after the Closing;

(c) Any obligation or liability under or related to any employee compensation or any employee benefit plans or the termination thereof;

(d) Any tax filing or return or payment made, or position taken in the payment or non-payment of any tax, by Seller which any governmental authority challenges and which results in an assertion of Damages against Purchaser;

(e) Any failure to comply with all applicable bulk transfer laws or fraudulent or preferential laws of the United States of America or the State of South Carolina;

(f) Claims arising from liabilities or obligations not expressly assumed by Purchaser in this Agreement;

(g) Claims and liabilities arising from or in any manner relating to pawn loans missing as of the Closing Date which are listed on Exhibit E;

(h) Customer claims attributable or relating to events or omissions of Seller prior to the Closing Date, whether any such claims are asserted prior to or after the Closing Date;

(i) Claims made by the Bureau of Alcohol, Tobacco and Firearms arising out of the conduct of the business of Seller prior to the Closing Date; or

(j) Claims relating to federal, state or local taxes.

10.02. Purchaser's Indemnity. Subject to the terms and conditions of this Article X, Purchaser hereby unconditionally agrees to indemnify, defend and hold Seller and its respective officers, directors, stockholders, agents, attorneys and affiliates harmless from and against all losses, claims, obligations, demands, assessments, penalties, liabilities, costs, damages, reasonable attorneys' fees and expenses (collectively, "Damages"), asserted against or incurred by Seller by reason of or in any manner resulting from:

(a) A breach by Purchaser of any representation, warranty or covenant contained herein or in any agreement executed pursuant hereto;

(b) Any and all general liability claims arising out of or relating to occurrences of any nature relating to Purchaser's business after the Closing, whether any such claims are asserted prior to or after the Closing;

(c) The use by Purchaser of the licenses and permits of Seller after the Closing Date; and

(d) Claims arising from liabilities or obligations expressly assumed by Purchaser.

10.03. Remedies. Seller and Purchaser shall have all remedies specified in this Agreement or available at law or in equity. The remedies provided in this Article X shall not be exclusive of any other rights or remedies available by one party against the other, either at law or in equity. Notwithstanding anything contained in this Agreement, Purchaser waives the right of offset against the Note and the $1,800,000 payable 365 days after the Closing Date.

ARTICLE XI
USE OF LICENSES; EMPLOYMENT OF SHAREHOLDER

Until all licenses and permits to operate pawn shops at the locations in the State of Carolina listed in Exhibit A are issued to Purchaser (but not to exceed one year after the Closing Date), Seller and Shareholder shall permit, to the extent permitted by law, Purchaser to use the licenses issued to Seller to operate the pawn shops at the locations in the State of South Carolina listed in Exhibit A. Seller further agrees to cooperate with Purchaser in obtaining approval of the issuance to Purchaser of all licenses and permits required to operate the pawn shops of Seller at the locations in the State of South Carolina listed in Exhibit A. At the request of Seller or Shareholder, Purchaser shall permit Shareholder to inspect the records of Purchaser required to be maintained

under the laws of the State of South Carolina attributable to the period during which the licenses and permits of Seller are used by Purchaser.

ARTICLE XII
NONCOMPETITION

Seller and Shareholder unconditionally agree that prior to November 30, 2008, neither Seller nor Shareholder shall (1) enter into any agreement with or directly or indirectly solicit employees or representatives of Purchaser for the purpose of causing them to leave Purchaser (or its corporate successor) to take employment with Seller or Shareholder or any other person or business entity, (2) compete, directly or indirectly, with Purchaser (or its corporate successor) or any of its subsidiaries within a twenty (20) mile radius of any pawn store or business now or hereafter owned, operated or managed by Purchaser (or its corporate successor) or any of its subsidiaries; (3) act as an officer, director, employee, consultant, shareholder, partner, lender, agent, associate or principal of any entity engaged in any pawn business of the same nature as, or in competition with Purchaser (or its corporate successor) or any of its subsidiaries within a twenty (20) mile radius of any pawn store or business now or hereafter owned, operated or managed by Purchaser (or its corporate successor) or any of its subsidiaries; (4) participate in the ownership, management, operation or control of any business directly or indirectly competitive with the pawn business of Purchaser (or its corporate successor) or any of its subsidiaries within a twenty (20) mile radius of the location of any pawn store or business now or hereafter owned, operated or managed by Purchaser (or its corporate successor) or any of its subsidiaries; (5) solicit customers or potential customers of Purchaser (or its corporate successor) or any of its subsidiaries within a twenty (20) mile radius of any pawn store or business now or hereafter owned, operated or managed by Purchaser (or its corporate successor) or any of its subsidiaries; (6) own or apply for a pawn license with respect to a location within a twenty (20) mile radius of the location of any pawn store or business now or hereafter owned, operated or managed by Purchaser (or its corporate successor) or any of its subsidiaries; or (7) directly or indirectly interfere with or agitate in any way any employee or representative of Purchaser (or its corporate successor) or any of its subsidiaries for the purpose of causing such employee or representative to terminate employment or any contractual relationship with Purchaser (or its corporate successor) or any of its subsidiaries or to be dissatisfied with their employment or contractual relationship. The terms "participate in" and "participation" shall mean that Shareholder shall directly or indirectly, for his own benefit or for, with or through any other person, firm or corporation, own, manage, operate or control a pawn business, loan money to or participate in the ownership, management, or control of a pawn business, or be connected or associated with a pawn business as a director, shareholder, officer, employee, partner, consultant, agent, independent contractor, lender or otherwise. To induce Purchaser to enter into this Agreement, Seller and Shareholder unconditionally represent and warrant to Purchaser and agree that the restrictions in the foregoing provisions are reasonable and that such provisions are enforceable in accordance with their terms. Subparagraphs (2), (3), (4) and (6) shall not apply to any location listed on Exhibit A with respect to which Seller or Shareholder has taken possession as a result of a monetary default by Purchaser under the lease agreement relating to such location and with respect to which no dispute or controversy with Purchaser exists.

In the event of the breach by Seller or Shareholder of any of the covenants contained in this Article XII, it is understood that damages will be difficult to ascertain and Purchaser may petition a court of law or equity for injunctive relief in addition to any other relief which Purchaser may have under law, this Agreement or any other agreement in connection therewith. In connection with the bringing of any legal or equitable action for the enforcement of this Agreement, Purchaser shall be entitled to recover, whether Purchaser seeks equitable relief, and regardless of what relief is afforded, such reasonable attorney's fees and expenses as Purchaser may incur in prosecution of Purchaser's claim for breach hereof if Purchaser is the prevailing party. The existence of any claim or cause of action of Seller against Purchaser, whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement by Purchaser of the covenants and agreements of Seller and Shareholder contained in this Article XII. Seller and Shareholder unconditionally agree to indemnify and hold harmless Purchaser of and from all losses, damages, costs and expenses arising out of or attributable to the breach by Seller or Shareholder of this Article XII.

ARTICLE XIII
MISCELLANEOUS

13.01. Amendment. This Agreement may be amended, modified or supplemented only by an instrument in writing executed by the party against which enforcement of the amendment, modification or supplement is sought.

13.02. Assignment. Neither this Agreement nor any right created hereby shall be assignable by either party hereto.

13.03. Notice. Any notice or communication must be in writing and given by depositing the same in the United States mail, postage prepaid and registered or certified with return receipt requested, or by delivering the same in person, addressed to the party to be notified at the following address (or at such other address as may have been designated by written notice):

Seller: Pawnshops of America, Inc.
c/o Gerald Smith
P. O. Box 1924
Spartanburg, South Carolina 29304

Shareholder: Gerald Smith
P. O. Box 1924
Spartanburg, South Carolina 29304

Purchaser: First Cash, Inc.
690 East Lamar, Street 400
Arlington, Texas 76011
Attn: Rick L. Wessel

Such notice shall be deemed received on the date on which it is hand delivered or on the third business day following the date on which it is so mailed.

13.04. Confidentiality. The parties shall keep this Agreement and its terms confidential. In the event that the transactions contemplated by this Agreement are not consummated for any reason whatsoever, the parties hereto agree not to disclose or use any confidential information they may have concerning the affairs of the other parties, except for information which is required by law to be disclosed or press releases which are customary for a publicly traded company. Confidential information includes, but is not limited to, customer lists and files, prices and costs, business and financial records, surveys, reports, plans, proposals, financial information, information relating to personnel contracts, stock ownership, liabilities and litigation. Should the transactions contemplated hereby not be consummated, nothing contained in this Section shall be construed to prohibit the parties hereto from operating a business in competition with each other.

13.05. Entire Agreement. This Agreement and the exhibits hereto supersede all prior agreements and understandings relating to the subject matter hereof, except that the obligations of any party under any agreement executed pursuant to this Agreement shall not be affected by this Section.

13.06. Costs, Expenses and Legal Fees. Whether or not the transactions contemplated hereby are consummated, each party hereto shall bear its own costs and expenses (including attorney fees), and each party hereto agrees to pay the costs and expenses, including reasonable attorney fees, incurred by the other parties in successfully (a) enforcing any of the terms of this Agreement, or (b) proving that the other parties breached any of the terms of the Agreement in any material respect.

13.07. Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision never comprised a part hereof; and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance here from. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as part of this Agreement, a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

13.08. Survival of Representations, Warranties and Covenants. Except for the representations, warranties, covenants and agreements contained in Article XI and in Article XII, the representations, warranties and covenants contained herein shall survive the Closing for a period of two (2) years and all statements contained in any certificate, exhibit or other instrument delivered by or on behalf of Seller or Purchaser pursuant to this Agreement shall be deemed to have been representations and warranties by Seller or Purchaser, as the case may be, and shall survive the Closing and any investigation made by any party hereto or on its behalf.

13.09. Governing Law. All rights of Seller relating to payment by Purchaser of the Purchase Price shall be governed, construed and enforced under the laws of the State of South Carolina. All other rights and obligations of the parties hereto shall be governed, construed and enforced in accordance with the laws of the State of Texas.

13.10 Venue. The parties agree that any controversy or litigation relating solely to the payment by Purchaser of the Purchase Price shall lie in Spartanburg County, South Carolina. Except as provided in the immediately preceding sentence of this Section 13.10, the parties agree that any controversy or litigation relating directly or indirectly to this Agreement must be brought before and determined by a court of competent jurisdiction in Tarrant County, Texas.

13.11. Captions. The captions in this Agreement are for convenience of reference only and shall not limit or otherwise effect any of the terms or provisions hereof.

13.12. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

13.13. Taxes. Seller shall be liable for all sales, use or other taxes resulting from the transactions contemplated hereby. Seller shall indemnify and hold harmless Purchaser of and from all of Seller's sales, use or other taxes resulting from the transactions contemplated hereby.

13.14. Bulk Transfer Laws. The parties hereto waive compliance in all respect with any applicable bulk transfer laws. As set forth in Section X hereof, Seller hereby agrees to indemnify and hold Purchaser harmless of and from any loss, cost, and expense of whatsoever type or nature whenever or however incurred as a result of Seller not paying Seller's creditors.

13.15. Shareholder Obligations. The obligations and agreements of Shareholder under this Agreement are limited to those obligations and agreements contained in Article XI relating to the use of licenses and permits and in Article XII restricting the competition and other activities of Seller and Shareholder.

SELLER:

PAWNSHOPS OF AMERICA, INC., a
South Carolina corporation

By:

Gerald Smith, President

SHAREHOLDER:

Gerald Smith

PURCHASER:

FIRST CASH, INC.,
a Delaware corporation

By:
Rick L. Wessel, President

Exhibit 10.62

AGREEMENT AND PLAN OF REORGANIZATION

This AGREEMENT AND PLAN OF REORGANIZATION is dated as of December 11, 1998 by and among First Cash, Inc., a Delaware corporation ("Parent"), Cash & Go of Illinois, Inc., an Illinois corporation and a wholly-owned subsidiary of Parent ("Subsidiary"), One Iron Ventures, Inc., an Illinois corporation (the "Target") (Subsidiary and Target being hereinafter collectively referred to as the "Constituent Corporations") and Erik P. Gustafson, Donald H. Gustafson, Jr., Judy Redington and William Bingo (individually, a "Shareholder" and collectively, the "Shareholders").

RECITALS

WHEREAS, the Boards of Directors of Parent, Subsidiary and Target have approved the acquisition of Target by Parent; and

WHEREAS, the Boards of Directors of Parent, Subsidiary and Target have approved the merger of Subsidiary into Target (the "Merger"), pursuant to the Agreement of Merger set forth in Exhibit A hereto ("Merger Agreement") and the transactions contemplated hereby, in accordance with the applicable provisions of the statutes of the State of Illinois, which permit such Merger; and

WHEREAS, for Federal income tax purposes, it is intended that the Merger shall qualify as a reorganization with the meaning of section 368(a) of the Internal Revenue Code of 1986, as amended (the "Code"); and

WHEREAS, each of the parties to this Agreement desires to make certain representations, warranties and agreements in connection with the Merger and also to prescribe various conditions thereto.

AGREEMENT

Therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I

THE MERGER

1.1 The Merger. (a) At the Effective Time (as defined in section 1.2) and subject to the terms and conditions of this Agreement and the Merger Agreement, Subsidiary shall be merged into Target and the separate existence of Subsidiary shall thereupon cease, in accordance with the applicable provisions of the Illinois Business Corporation Act of 1983, as amended (the "IBCA").

(b) Target will be the surviving corporation in the Merger (sometimes referred to herein as the "Surviving Corporation") and will continue to be governed by the laws of the State of Illinois, and the separate corporate existence of Target and all of its rights, privileges, immunities and franchises, public or private, and all its duties and liabilities as a corporation organized under the IBCA, will continue unaffected by the Merger.

(c) The merger will have the effects specified by the IBCA.

1.2 Effective Time. As soon as practicable following fulfillment or waiver of the conditions specified in Article VII hereof, and provided that this Agreement has not been terminated or abandoned pursuant to Article IX hereof, the Constituent Corporations will cause Articles of Merger (the "Articles of Merger") to be filed with the office of the Secretary of State of the State of Illinois. Subject to and in accordance with the laws of the State of Illinois, the Merger will become effective at the date and time the Articles of Merger are filed with the office of the Secretary of State of the State of Illinois or such later time or date as may be specified in the Articles of Merger (the "Effective Time"). Each of the parties will use its best efforts to cause the Merger to be consummated as soon as practicable following the fulfillment or waiver of the conditions specified in Article VII hereof.

ARTICLE II

THE SURVIVING CORPORATION

2.1 Certificate of Incorporation. The Certificate of Incorporation of Target as in effect immediately prior to the Effective Time shall be the Certificate of Incorporation of the Surviving Corporation after the Effective Time.

2.2 By-Laws. The By-Laws of Target as in effect immediately prior to the Effective Time shall be the By-Laws of the Surviving Corporation after the Effective Time.

2.3 Board of Directors. From and after the Effective Time, the Board of Directors of Subsidiary shall be the Board of Directors of the Surviving Corporation.

ARTICLE III

CONVERSION OF SHARES

3.1 Conversion of Target Shares in the Merger. Pursuant to the Merger Agreement, at the Effective Time, by virtue of the Merger and without any action on the part of any holder of any capital stock of Target, all of the issued and outstanding shares of common stock (no par value per share) of Target ("Target Common Stock") shall be converted into, and become exchangeable for, four hundred thirty thousand (430,000) shares of validly issued, fully paid and nonassessable common stock ($.01 per value) of Parent ("Parent Common Stock").

3.2 Status of Target Shares. At the Effective Time, by virtue of the Merger and without any action on the part of any holder of any capital stock of Target, each issued and outstanding share of common stock of Target shall continue unchanged and remain outstanding as a share of common stock of the Surviving Corporation.

(a) From and after the Effective Time, the Shareholders shall be entitled to receive from Parent in exchange for all outstanding shares of Target Common Stock surrendered to Parent, a certificate or certificates representing the number of shares of Parent Common Stock into which such holder's shares of Target Common Stock were converted pursuant to Section 3.1. If any certificate for shares of Parent Common Stock is to be issued in a name other than that in which the certificate, which immediately prior to the Effective Time represented shares of Target Common Stock, surrendered in exchange therefor is registered, it shall be a condition of such exchange that the person requesting such exchange shall pay any transfer or other taxes required by reason of the

issuance of certificates for such shares of Parent Common Stock in a name other than that of the registered holder of any such certificate surrendered.

(b) Upon surrender of the certificate or certificates representing Target Common Stock ("Target Certificate"), the holder of such Target Certificates shall be entitled to receive in exchange therefor a certificate representing that number of shares of Parent Common Stock into which the shares of Target Common Stock represented by Target Certificates so surrendered shall have been converted pursuant to the provisions of Section 3.1, and Target Certificates so surrendered shall forthwith be canceled.

3.3 Closing of Transfer Books. From and after the Effective Time, the stock transfer books of Target shall be closed and no transfer of shares of Target Common Stock shall thereafter be made. If, after the Effective Time, Target Certificates are presented to Parent, they shall be canceled and exchanged for the Parent Common Stock in accordance with the procedures set fforth in this Article III

3.4 Closing. The closing (the "Closing") of the transactions contemplated by this Agreement shall take place at such time, place and date as Parent and Target shall agree (the "Closing Date").

ARTICLE IV

FURTHER AGREEMENT

4.1 On the Closing Date Target shall repay the loans from Erik P. Gustafson and Donald H. Gustafson, Jr. in the aggregate principal amount of two hundred eighty thousand dollars ($280,000). Promptly after the completion of the Return of Target for 1998 but in no event later than April 1, 1999 there shall be distributed to the Shareholders by Target in proportion to their percentage ownership interests in Target immediately prior to the Effective Time an aggregate amount equal to the total additional amount of Federal and state income taxes paid or payable by the Shareholders for the calendar year 1998 attributable to the income of Target less the aggregate amount of distributions by Target to each of the Shareholders between January 1, 1998 and the Effective Time (other than loan repayments required pursuant to the terms of this Section 4.1).

4.2 Investor Representation Letter. On the date hereof, the Shareholders shall execute the Investor Representation Letter in the form of Exhibit C attached hereto.

ARTICLE V

REPRESENTATIONS AND WARRANTIES

5.1 General Statement. The parties make the representations and warranties to each other which are set forth in this Article V. The survival of all such representations and warranties shall be in accordance with section 10.1 hereof. All representations and warranties of Target are made subject to the exceptions which are noted in the schedule delivered by Target to Parent concurrently herewith and identified as the "Target Disclosure Schedule." Copies of all documents referenced in the Target Disclosure Schedule shall be attached thereto.

5.2 Representations and Warranties of Parent and Subsidiary. Parent and Subsidiary jointly and severally represent and warrant to Target, as of the date hereof and at the Effective Time, as follows:

(a) Organization. Each of the Parent and the Subsidiary is a corporation duly organized, validly existing and in good standing under the laws of the state of its incorporation;

(b) Authorization of Transaction. Each of Parent and Subsidiary has the full power and authority (including full corporate power and authority) to execute and deliver this Agreement and to perform its obligations hereunder. This Agreement constitutes the valid and legally binding obligation of each of the Parent and the Subsidiary, enforceable in accordance with its terms and conditions.

(c) Noncontravention. To the knowledge of any director or officer of Parent, neither the execution and the delivery of this Agreement, nor the consummation of the transactions contemplated hereby, will (i) violate any statute, regulation, rule, injunction, judgment, order, decree, ruling, charge or other restriction of any government, governmental agency or court which either Parent or Subsidiary is subject to or provision of the charter or by-laws of either Parent or Subsidiary, or (ii) conflict with, result in a breach of, constitute a default under, result in the acceleration, create in any party the right to accelerate, terminate, modify or cancel or require any notice, under any agreement, contract, lease, license, instrument or other arrangement to which either Parent or the Subsidiary is a party or by which it is bound or to which any of its assets is subject, except where the violation, conflict, breach, default, acceleration, termination, modification, cancellation or failure to give notice would not have a material adverse effect on the ability of the parties to consummate the transactions contemplated by the Agreement. To the knowledge of any director or officer of Parent, other than in connection with the provisions of the Illinois General Corporation Law, neither Parent nor Subsidiary needs to give any notice to, make any filing with, or obtain any authorization, consent or approval of any government or governmental agency in order for the parties to consummate the transactions contemplated by this Agreement, except where the failure to give notice, to file, or obtain any authorization, consent or approval would not have a material adverse effect on the ability of the parties to consummate the transactions contemplated by this Agreement.

(d) Parent Common Stock. The shares of Parent Common Stock to be issued to the Shareholders as contemplated hereunder are (i) duly authorized, and (ii) when issued and exchanged pursuant to the terms of this Agreement, will be validly issued, fully paid, non-assessable and not subject to any preemptive rights.

(e) Taxes.

(1) All tax returns, statements, reports and forms (including estimated tax returns and reports and information returns and reports) required to be filed with any tax authority with respect to any taxable period ending on or before the consummation of the transactions set forth herein, by or on behalf of Parent (collectively, the "Parent Returns"), have been or will be filed when due (including any extensions of such due date), and all amounts shown to be due thereon on or before the Closing have been or will be paid on or before such date, except to the extent such failure to file or pay has not had and could not reasonably be expected to have a Material Adverse Effect.

(2) The consolidated financial statements of Parent contained in Parent's Annual Report to Stockholders for the year ended July 31, 1998, and in any subsequent Parent Reports fully accrue all material actual and contingent liabilities for taxes with respect to all periods through the date thereof in accordance with GAAP.

(f) Governmental Authorizations and Licenses. Parent has all material licenses, orders, authorizations, permits, concessions, certificates and other franchises or analogous instruments of any governmental entity required by applicable law to operate its business (collectively, the "Parent Government Licenses") which Parent Government Licenses are in full force and effect, and is in compliance with the terms, conditions, limitations, restrictions, standards, prohibitions, requirements and obligations of such Parent Government Licenses except to the extent failure to hold and maintain such Parent Government Licenses or to so comply would not be reasonably likely to have a Material Adverse Effect. There is not now pending, nor to the best knowledge of Parent is there threatened, any action, suit, investigation or proceeding against Parent before any governmental entity with respect to the Parent Government Licenses, nor is there any issued or outstanding notice, order or complaint with respect to the violation by Parent of the terms of any Parent Government License or any rule or regulation applicable thereto, except to the extent that any such action would not be reasonably likely to have a Material Adverse Effect. Whenever used in this Article V, the phrase "Material Adverse Effect" shall mean a material adverse effect on the business, properties, prospects, conditions (financial or otherwise) or results of operations of Parent or its subsidiaries on a consolidated basis.

5.3 Representations and Warranties of Target and Shareholders. Target and each of the Shareholders jointly and severally represent and warrant to each of Parent and Subsidiary as of the date hereof and at the Effective Time, as follows:

(a) Organization, Qualification and Corporate Power. Target is a corporation duly incorporated, validly existing, and in good standing under the laws of the state of Illinois. Target is duly authorized to conduct business and is in good standing under the laws of each jurisdiction where such qualification is required. Target has full corporate power and authority to carry on the business in which it is engaged and to own and use the properties owned and used by it.

(b) Capitalization. The entire authorized capital stock of the Target consists of 1,000 shares of common stock, of which one hundred (100) shares are issued and outstanding. All of the issued and outstanding shares of Target have been duly authorized and are validly issued, fully paid, and nonassessable. There are no outstanding or authorized options, warrants, purchase rights, subscription rights, conversion rights, exchange rights, or other contracts or commitments that could require the Target to issue, sell or otherwise cause to become outstanding any of its capital stock. There are no outstanding or authorized stock appreciation, phantom stock, profit participation, or similar rights with respect to the Target.

(c) Authorization of Transaction. Target has full power and authority (including full corporate power and authority) to execute and deliver this Agreement and to perform its obligations hereunder; provided, however, that the Target cannot consummate the Merger unless and until it receives the approval of its shareholders. This Agreement constitutes the valid and legally binding obligation of the Target, enforceable in accordance with its terms and conditions.

(d) Noncontravention. Neither the execution and the delivery of this Agreement, nor the consummation of the transactions contemplated hereby, will (i) to the best of each Shareholder's knowledge, violate any constitution, statute, regulation, rule, injunction, judgment, order, decree, ruling, charge, or other restriction of any government, governmental agency, or court to which Target is subject or any provision of the charger or bylaws of Target or (ii)conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify, or cancel, or require any notice under any agreement, contract, lease, license, instrument, or other arrangement to which Target is a party or by which it is bound or to which any of its assets is subject (or result in the imposition of any security interest upon any of its assets) other than in connection with the provisions of the Illinois General Corporation Law, Target does not need to give any notice to, make any filing with, or obtain any authorization, consent, or approval of any government or governmental agency in order for the parties to consummate the transactions contemplated by this Agreement.

(e) Financial Statements. The financial statements (including the related notes and schedules) dated as of December 31, 1997 and October 31, 1998 have been prepared in accordance with generally accepted accounting principles (except for the accrual of accounts payable) applied on a consistent basis throughout the periods covered thereby, present fairly the financial condition of the Target as of the indicated dates and the results of operations of the Target for the indicated periods, are correct and complete in all respects, and are consistent with the books and records of the Target.

(f) Events Subsequent to October 31, 1998. Since October 31, 1998, there has not been any material adverse change in the business, financial condition, operations, results of operations, or future prospects of Target.

(g) Undisclosed Liabilities. Target has no liability (whether known or unknown, whether absolute or contingent, whether accrued or unaccrued, whether liquidated or unliquidated, and whether due or to become due), including any liability for taxes, except for (i) liabilities set forth in the face of the balance sheets dated October 31, 1998 and outstanding at the Effective Time, (ii) liabilities which have arisen after October 31, 1998 in the ordinary course of business, including indebtedness related to the expansion of the three (3) new stores (none of which results from, arises out of, relates to, is in the nature of, or was caused by breach of contract, breach of warranty, tort, infringement, or violation of law), and (iii) unasserted claims.

(h) Brokers' Fees. The Shareholders shall be responsible for and pay any fees or commissions to any broker, finder, or agent engaged by any of the Shareholders or Target with respect to the transactions contemplated by this Agreement.

(i) Taxes. With respect to Taxes (as defined below:)

(i) Target has filed, within the time and in the manner prescribed by law, all returns, declarations, reports, estimates, information returns and statements ("Returns") required to be filed under federal, state, local or any foreign laws by Target or such Target, and all such returns are true, correct and complete in all material respects.

(ii) Except as set forth on Schedule 5.3(i)(ii) of Target Disclosure Schedule, Target has within the time and in the manner prescribed by law, paid (and until the Effective Time will, within the time and in the manner prescribed by law, pay) all Taxes (as defined below) that are due and payable.

(iii) There are no liens for Taxes upon the assets of Target except liens for Taxes not yet due.

(iv) Target and each of its predecessors by merger have had a valid election in effect under section 1362(a) of the Code to be an S corporation for the calendar year 1998 and all prior years since their organization.

(v) Except as set forth in Schedule 5.3(i)(vi) of Target Disclosure Schedule (which shall set forth the type of return, date filed, and date of expiration of the statute of limitations), no deficiency for any Taxes has been

proposed, asserted or assessed against Target which has not been resolved and paid in full.

(vi) There are no outstanding waivers or comparable consents regarding the application of the statute of limitations with respect to any Taxes or Returns that have been given by Target.

(vii) Except as set forth on Schedule 5.3(i)(viii) of Target Disclosure Schedule (which shall set forth the nature of the proceeding, the type of return, the deficiencies proposed or assessed and the amount thereof, and the taxable year in question), no federal, state, local or foreign audits or other administrative proceedings or court proceedings are presently pending with regard to any Taxes or Returns.

(viii) Target is not a party to any tax-sharing or allocation agreement, nor does Target owe any amount under any tax-sharing or allocation agreement.

(ix) No amounts payable under any plan, agreement or arrangement will fail to be deductible for federal income tax purposes by virtue of Section 280G of the Code.

(x) Target has complied (and until the Effective Time will comply) in all respect with all applicable laws, rules and regulations relating to the payment and withholding of Taxes (including, without limitation, withholding of Taxes pursuant to Sections 1441 or 1442 of the Code or similar provisions under any foreign laws) and have, within the time and in the manner prescribed by law, withheld from employee wages and paid over to the proper governmental authorities all amounts required to be so withheld and paid over under all applicable laws.

(xi) Target has not ever been (and does not have any liability for unpaid Taxes because it once was) a member of an "affiliated group" within the meaning of section 1502 of the Code during any part of any consolidated return year within any part of which year any corporation other than Target was also a member of such affiliated group.

(xii) There will be no Taxes owed by Target as a result of any "net recognizable built-in gain" (as defined in section 1374 of the Code).

(xiii) For purposes of this Agreement, "Taxes" shall mean all taxes, charges, fees, levies or other assessments of whatever kind or nature, including, without limitation, all net income, gross income, gross receipts, sales, use, ad valorem, transfer, franchise, profits, license, withholding, payroll, employment, excise, estimated, severance, stamp, occupancy or property taxes, customs duties, fees, assessments or charges of any kind whatsoever (together with any interest and any penalties, additions to tax or additional amounts) imposed by any taxing authority (domestic or foreign) upon or payable by Target.

(j) Agreements. Except as listed and disclosed on the Target Disclosure Statement and attached to this Agreement, Target is not subject to any employment agreement, contract, lease or other agreement. Target is not subject to any agreement with any software customer regarding restricting or limiting competition or disclosure of information except for an agreement with Miraglia, Inc., if any.

(k) Employees. Target has furnished to Parent payroll report for pay period ending November 27, 1998 and the bonus report for the month of October 1998 listing the compensation arrangement for each employee and furnished to Parent a copy of the employee health insurance plan.

(l) Litigation and Claims. Except as disclosed on the Target Disclosure Statement, Target is not subject to any litigation or is a party to any decree or judgment or, to any Shareholder's actual knowledge, any claims.

(m) Subsidiaries. Target has no subsidiaries.

(n) Intangible Assets. The Target Disclosure Schedule contains a complete list of all Intellectual Property Rights and all other intangible assets used in connection with the business of Target, including, but not limited to, all software used or licensed by Target in connection with the business of Target. Target has the absolute right to use the name "Instant Cash Advance" in Illinois. No person or entity has any ownership interest in or right to payment attributable to or arising out of the use of such intangible assets except as listed in the Target Disclosure Schedule. As used herein, the term "Intellectual Property Rights" means all industrial and intellectual property rights, including, without limitation, patents, patent applications, patent rights, trademarks, trademark applications, trade names, service marks, service mark applications, copyrights, copyright applications, know-how, trade secrets, proprietary processes and formulae, confidential information, franchises, licenses, inventions, instructions, marketing materials, trade dress, logos and designs and all documentation and media constituting, describing or relating to the foregoing, including, without limitation, manuals, memoranda and records.

(o) Intellectual Property.

(i) Target has the right to use all Intellectual Property Rights necessary or required for the conduct of its business as currently conducted and such rights are sufficient for such conduct of its business.

(ii) Except as set forth in the Target Disclosure Statement, there are no royalties, honoraria, fees or other payments payable by Target to any person by reason of the ownership, use, license, sale or disposition of the Intellectual Property Rights.

(iii) Except as set forth in the Target Disclosure Statement, no activity, service or procedure currently conducted by Target violates or will violate any contract of Target with any third party or infringe any Intellectual Property Right of any other party or person.

(iv) Except as set forth in the Target Disclosure Statement, Target has not received from any third party in the past three years any notice, charge, claim or other assertion that Target is infringing any Intellectual Property Right of any third party or committed any acts of unfair competition, and no such claim is impliedly threatened by an offer to license from a third party under a claim of use.

(v) Except as set forth in the Target Disclosure Statement, Target has not sent to any third party in the past three years nor otherwise communicated to another person any notice, charge, claim or other assertion of infringement by or misappropriation of any Intellectual Property Right of Target by such other person or any acts of unfair competition by such other person, nor is any such infringement, misappropriation or unfair competition occurring or threatened.

(vi) The Target Disclosure Statement contains a true and complete list of all applications, filings and other formal actions made or taken by Target to perfect or protect its interest in the Intellectual Property Rights, including, without limitation, all patents, patent applications, trademarks, trademark applications, service marks, service mark applications, copyrights and copyright applications.

(p) Title to Assets, Properties and Rights and Related Matters. Target has such rights and interests in the Intellectual Property Rights as provided in Section 5.3(n) and except as set forth in the Target Disclosure Statement, good and marketable title to all other assets, properties and interests in properties, real or personal, reflected on the financial statement dated October 31, 1998 or acquired after October 31, 1998 (except accounts receivable and notes receivable paid in full subsequent to October 31, 1998), free and clear of all encumbrances of any kind or character, except for those encumbrances set forth in the Target Disclosure Statement.

(q) Compliance With Laws. To each Shareholder's knowledge, Target is in compliance with all laws, regulations, rules and ordinances in any manner relating to the ownership or operation of the business or businesses of Target.

(r) Licenses. Target has been issued all licenses necessary to operate the business of Target at each of the business locations of Target.

(s) Zoning. Each of the locations at which the business of Target is conducted is zoned to permit the operation of such business of Target at such location.

(t) Leases. The Target Disclosure Schedule contains a complete list of all leases for which Target is subject. Excluding any default attributable to the change in ownership or control resulting from the consummation of this Agreement, no breach or default exists, or with the giving of notice or the passage of time or both will exist, under the terms of any of such leases except as reflected on the Target Disclosure Schedule.

(u) Indebtedness. The Target Disclosure Schedule contains a complete list of all indebtedness and obligations of Target in excess of one thousand dollars ($1,000) as of the date of this Agreement.

(v) Distributions. Target has not made any distributions to any of the Shareholders during 1998 except for the payments to be made on the Closing Date required by Section 4.1.

ARTICLE VI

COVENANTS

6.1 Conduct of Business of Target Pending the Merger. Target agrees that from the date hereof and prior to the Effective Time or earlier termination of this Agreement:

(a) Full access. Target shall permit representatives of Parent to have full access to all premises, properties, personnel, books, records, contracts and documents pertaining to Target with reasonable notice and without disruption to ordinary business operations;

(b) Operation of Business. Target will not engage in any practice, take any action, or enter into any transaction outside the ordinary course of business. Without limiting the generality of the foregoing:

(i) Target will not authorize or effect any change in its charter or bylaws;

(ii) Target will not grant any options, warrants, or other rights to purchase or obtain any of its capital stock or issue, sell, or otherwise dispose of any of its capital stock.

(iii) Target will not declare, set aside, or pay any dividend or distribution with respect to its capital stock (whether in cash or in kind), or redeem, repurchase, or otherwise acquire any of its capital stock;

(iv) Target will not issue any note, bond, or other debt security or create, incur, assume, or guarantee any indebtedness for borrowed money or capitalized lease obligation outside the ordinary course of business;

(v) Target will not impose any security interest upon any of its assets;

(vi) Target will not make any capital investment in, make any loan to, or acquire the securities or assets of any other person outside the ordinary course of business;

(vii) Target will not make any change in employment terms for any of its directors, officers, and employees outside the ordinary course of business; and

(viii) Target will not commit to any of the foregoing.

(c) Exclusivity. Target shall not solicit, initiate or encourage the submission of any proposal or offer from any person relating to the acquisition of all or substantially all of the capital stock or assets of Target. Target shall notify the Parent immediately if any person makes any proposal, offer, inquiry or contact with respect to any of the foregoing.

(d) New Locations. Target shall use good faith efforts to complete the finish out and obtain the licenses for the operation of the three locations which have not opened for business as of the date of this Agreement.

6.2 Approval of Shareholders. Target shall (a) cause a meeting of its shareholders to be duly called and held in accordance with the laws of the State of Illinois, applicable federal and state securities laws and Target's Articles of Incorporation and By-Laws as soon as reasonable practicable for the purpose of voting on the adoption and approval of this Agreement, the Merger Agreement, and the Merger (the "Proposal"), (b) recommend to its shareholders approval of the Proposal (except to the extent that the board of directors of Target determines, after receiving the written advice of counsel, that such act is not permitted by such board of directors in the discharge of their fiduciary duties to Target), and (c) use its best efforts to obtain the necessary approval of its shareholders.

6.3 Noncompetition. Shareholders unconditionally agree that prior to December 11, 2008 none of the Shareholders shall (1) enter into any agreement with or directly or indirectly solicit employees or representatives of Parent (or its corporate successor) or any of its Subsidiaries for the purpose of causing them to leave Parent (or its corporate successor) or any of its Subsidiaries to take employment with any of the Shareholders or any other person or business entity, (2) compete, directly or indirectly, with Parent (or its corporate successor) or any of its Subsidiaries or any person or entity for whom Parent (or its corporate successor) or any of its Subsidiaries manages a business in the State of Illinois or within twenty-five (25) miles of any location listed on Exhibit D currently owned or managed by Parent or any of its Subsidiaries (the "Noncompete Area"), (3) act as an officer, director, consultant, shareholder, partner, lender, agent, associate or principal of any entity engaged in any business of the same nature as, or in competition with, Parent (or its corporate successor) or any of its Subsidiaries in the State of Illinois or within twenty-five (25) miles of any location listed on Exhibit D currently owned or managed by Parent or any of its Subsidiaries, (4) participate

in the ownership, management, operation or control of any business directly or indirectly competitive with the business of Parent (or its corporate successor) or any of its Subsidiaries in the State of Illinois or within twenty-five (25) miles of any location listed on Exhibit D currently owned or managed by Parent or any of its Subsidiaries, or (5) directly or indirectly interfere with or agitate in any way any employee or representative of Parent (or its corporate successor) or any of its Subsidiaries for the purpose of causing such employee or representative to terminate employment or any contractual relationship with Parent (or its corporate successor) or any of its Subsidiaries or to be dissatisfied with their employment or contractual relationship, (6) solicit customers or potential customers of Parent (or its corporate successor) or any of its Subsidiaries in the State of Illinois or within twenty-five (25) miles of any location listed on Exhibit D currently owned or managed by Parent or any of its Subsidiaries, or (7) own or apply for a license or permit to operate in the State of Illinois or within twenty-five (25) miles of any location listed on Exhibit D currently owned or managed by Parent or any of its Subsidiaries of a type similar to a license or permit owned or held by Parent (or its corporate successor) or any of its Subsidiaries. To induce Parent to enter into this Agreement and to acquire the stock of Target owned by Shareholders, Shareholders unconditionally represent and warrant to Parent that the restrictions in the foregoing provision are reasonable, and that such provision is necessary to protect the business of Parent, Target and its Subsidiaries and that such provision is enforceable in accordance with its terms. Each of Shareholders acknowledge that Parent is entering into this Agreement in reliance upon the foregoing representation and warranty of the Shareholders and that the Parent and Target competes or will compete with other businesses that are or could be located in any part of the United States. As used herein, the term "participate in" shall mean that any Shareholder shall directly or indirectly, for his own benefit or for, with or through any other person, firm or corporation, own, manage, operate or control a business, loan money to, or participate in the ownership, management, or control of a business, or be connected with a business as a director, officer, employee, partner, consultant, agent, independent contractor or otherwise. As used herein in this Section 6.3, the term "Subsidiary" shall mean any corporation more than fifty percent (50%) of the capital stock is owned directly or indirectly by Parent or Target or the corporate parent of Parent or Target.

In the event of the breach by any of Shareholders of any of the covenants contained in this Section 6.3, it is understood that damages will be difficult to ascertain and Parent (or its corporate successor) may petition a court of law or equity for injunctive relief in addition to any other relief which Parent (or its corporate successor) may have under law, this Agreement or any other agreement in connection therewith. In connection with the bringing of any legal or equitable action for the enforcement of this Agreement, Parent (or its corporate successor) and Target shall be entitled to recover, whether Parent (or its corporate successor) seeks equitable relief, and regardless of what relief is afforded, such reasonable attorney's fees and expenses as Parent (or its corporate successor) may incur in prosecution of Parent's claim for breach hereof. The existence of any claim or cause of action of Target or any of the Shareholders against Parent, whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement by Parent of the covenants and agreements of Target and Shareholders contained in this Section 6.3. Shareholders jointly, severally and unconditionally agree to indemnify and hold harmless Parent (or its corporate successor) and Target of and from all losses, damages, costs and expenses arising out of or attributable to the breach by any of Shareholders of this Section 6.3.

6.4 Third Party Consents. Each party to this Agreement shall use its best efforts to obtain, as soon as reasonably practicable, all permits, authorizations, consents, waivers and approvals from third parties or governmental authorities necessary to consummate this Agreement and the Merger Agreement and the transactions contemplated hereby or thereby, including, without limitation, any permits, authorizations, consents, waivers and approvals required in connection with the Merger.

6.5 Releases. Parent shall use reasonable efforts to have the Shareholders released from liability under guaranty agreements and lease agreements relating to Target. If this Agreement is consummated, Parent shall indemnify and hold harmless the Shareholders for obligations and liabilities under guaranty agreements and lease agreements attributable to the period after the Effective Time.

6.6 Audit. Each of the Shareholders shall provide Deloitte and Touche, LLP with the assistance necessary to complete the audit of the books and records of Target within thirty (30) days after the Effective Time. This covenant shall survive the Closing.

6.7 Qualification of Reorganization. After the Effective Time Parent shall cause the Surviving Corporation to continue Target's historic business or use a significant portion of Target's historic assets in a business in a manner that satisfies Section 1.368-1(d), Income Tax Regs., and Parent shall not take, or permit the Surviving Corporation to take any action which could cause the Merger to fail to qualify as a reorganization within the meaning of section 368(a) of the Internal Revenue Code of 1986, as amended.

6.8 Registration of Stock. Parent shall use reasonable efforts to cause a registration statement to be filed with the Securities and Exchange Commission on or before January 31, 1999 covering the common stock of Parent to be received by the Shareholders pursuant to the terms of this Agreement. Parent shall use its best efforts to cause the common stock of Parent to be received by the Shareholders, pursuant to the terms of this Agreement, to be registered under the Securities Act of 1933, as amended, on or before February 29, 1999.

6.9 Consents of Lessors. Target and Shareholders agree to use reasonable efforts to obtain the consent of all lessors and other parties to leases and other contracts to the transfer of such leases and contracts.

6.10 Licenses. Promptly after the Closing Date Parent shall notify the Illinois Department of Financial Institutions that the Merger was occurred and apply for the renewal of all consumer installment loan licenses issued to Target.

ARTICLE VII

CONDITIONS TO CLOSING

7.1 Conditions to Each Party's Obligation to Effect the Merger. The respective obligations of each party to effect the Merger shall be subject to the fulfillment of all of the following conditions precedent at or prior to the Effective Time:

(a) The Merger shall be approved by the shareholders of Target;

(b) No injunction, order or decree by any Federal, state or foreign court which prevents the consummation of Merger shall have been issued;

(c) No statute or regulation shall exist or be enacted which would prevent consummation of Merger;

(d) All governmental consents and approvals required for Merger shall have been obtained;

7.2 Conditions to Obligations of Target to Effect the Merger. The obligation of Target to effect the Merger is subject to fulfillment of all of the following conditions precedent at or prior to the Effective Time:

(a) All representations and warranties in Section 5.2 shall be true and correct in all material respects;

(b) Parent and Subsidiary shall have performed and complied with all covenants under this Agreement;

(c) Target shall have received a certificate of the president of Parent and the chief financial officer of Subsidiary certifying that the conditions in Sections 7.2(a) and 7.2(b) have been fulfilled;

(d) Parent shall have delivered to Target and the Shareholders the written opinion of Parent's legal counsel in the form attached hereto as Exhibit E dated as of the Closing Date.

7.3 Conditions to Obligations of Parent and Subsidiary to Effect the Merger. The obligations of Parent and Target to effect the Merger are subject to the fulfillment of all of the following conditions precedent at or prior to the Effective Time:

(a) The representations and warranties made by Target and the Shareholders are true and correct;

(b) Target and the Shareholders shall have performed and complied with all of their respective obligations under this Agreement;

(c) No action, suit or proceeding shall be pending or threatened before any court or quasi-judicial or administrative agency of any federal, state, local, or foreign jurisdiction or before any arbitrator wherein an unfavorable injunction, judgment, order, decree, ruling or change would (A) prevent consummation of any of the transactions contemplated by this Agreement; (B) cause any of the transactions contemplated by this Agreement, (C) affect adversely the right of Parent to own the capital stock of the Surviving Corporation or (D) adversely affect the right of the Surviving Corporation to own its assets and to operate its business (and no such injunction, judgment, order, decree, ruling or charge shall be in effect);

(d) Parent shall have received a certificate of president of Target certifying that the conditions contained in Section 7.3(a) and 7.3(b) have been fulfilled;

(e) The Investment Representation Letter in substantially the form of Exhibit C shall have been executed by each of the Shareholders;

(f) All consents and approvals necessary for the Merger shall have been obtained;

(g) Target shall have delivered to Parent and Subsidiary the written opinion of counsel to Target, substantially in the form attached hereto as Exhibit F, dated as of the Closing Date;

(h) No material adverse change has occurred in the business, operations or prospects of Target;

(i) Eight payday advance stores of Target are open and operating and leases satisfactory to Parent covering three (3) additional locations have been fully executed;

(j) All licenses necessary to operate the eight (8) existing business locations of Target after the consummation of the Merger have been issued or reissued;

(k) No distributions shall have been made by Target to any of the Shareholders during the year 1998 except the distributions declared by the Board of Directors on October 28, 1998;

(l) Resignation of the officers and directors of Target; and

(m) Each of the Shareholders of Target shall have delivered to Parent executed assignments of all capital stock of Target owned by each of them.

ARTICLE VIII

INDEMNIFICATION

8.1 General Indemnification Covenants. (a) Subject to the provisions of Sections 8.3 and 8.4, the Shareholders shall indemnify, save and keep Parent and its affiliates, successors and permitted assigns (including Target and the Surviving Corporation) (the "Parent Indemnitees"), harmless against and from all liability, demands, claims, actions or causes of action, assessments, losses, fines, penalties, costs, damages and expenses, including reasonable attorneys' fees, disbursements and expenses (collectively, "Damages"), sustained or incurred by any of the Parent Indemnitees as a result of, arising out of or by virtue of any misrepresentation, breach of any warranty or representation, or non-fulfillment of any agreement or covenant on the part of Target or any of the Shareholders, whether contained in this Agreement or the Merger Agreement or any exhibit or schedule hereto or in any closing document delivered by Target or any of the Shareholders to Parent or Subsidiary in connection herewith. Notwithstanding anything contained in this Article VIII or this Agreement, no claim, suit, demand suit or cause of action shall be brought against the Shareholders nor shall any Shareholder be liable for any Damages under this Article VIII or this Agreement unless and until the aggregate amount of Damages under this Article VIII or this Agreement exceeds fifty thousand dollars ($50,000), in which event Parent shall be entitled to indemnification for all Damages in excess of $50,000 in the aggregate. (b) Parent shall indemnify, save and keep the Shareholders ("Target Indemnitees") harmless against and from all liability, demands, claims, actions or causes of action, assessments, losses, fines, penalties, costs, damages and expenses, including reasonable attorneys fees, disbursements and expenses (collectively, "Damages") sustained or incurred by any of the Target Indemnitees as a result of any misrepresentations, breach of any warranty or representation or non-fulfillment of any agreement or covenant on the part of Parent, whether contained in this Agreement or the Merger Agreement or any exhibit or schedule hereto in any closing document delivered by Parent to any of the Shareholders in connection herewith. Notwithstanding anything contained in this Article VIII or this Agreement, no claim, suit, demand suit or cause of action shall be brought against Parent nor shall Parent be liable for any Damages under this Article VIII or this Agreement unless and until the aggregate amount of Damages under this Article VIII or this Agreement exceeds fifty thousand dollars ($50,000) in the aggregate, in which event Shareholders shall be entitled to indemnification for all Damages in excess of $50,000 in the aggregate (excluding Damages attributable to any violation of Section 4.1, Section 6.7 or Section 6.8).

8.2 Tax Indemnity.

(a) The Shareholders hereby agree to pay, indemnify, defend and hold Parent and Target harmless from and against any and all Taxes

(as defined in Section 5.3(i)) of Target with respect to any period (or any portion thereof) up to and including the Effective Time, except for Taxes of Target which are reflected as current liabilities for taxes that exist as of the Effective Time ("Current Tax Liabilities") on the balance sheet dated October 31, 1998 ("Closing Balance Sheet"), together with all reasonable legal fees, disbursements and expenses incurred by Parent or Target in connection therewith.

(b) Parent shall prepare and file any Return of Target which is required to be filed after the Effective Time and which relates to any period (or portion thereof) up to and including the Effective Time and Parent shall, within fifteen (15) days prior to the due date of any such Return, deliver a draft copy to the Shareholders. As soon as is practicable after notice from Parent to the Shareholders at any time prior to the date any payment for Taxes attributable to any such Return is due, an amount equal to the excess, if any, of (i) Taxes that are due with respect to any taxable period pending on or before the Effective Time, or Taxes that would have been due with respect to a taxable period beginning before and ending after the Effective Time if such period had ended on the Effective Time over (ii) the amount of such Taxes of Target with respect to such taxable period which are reflected as Current Tax Liabilities on the Closing Balance Sheet shall be promptly paid by the Shareholders to Parent.

(c) Parent shall indemnify Shareholders of and from any income tax liability resulting from (i) any increase in the amount of ordinary income of Target above the amount of ordinary income reflected on the original Return of Target for 1997 and (ii) any increase in the amount of ordinary income of Target for the portion of 1998 ending on the Effective Date above the amount of ordinary income reflected on the original Return for 1998 prepared by Parent. In the event that it is ultimately determined that the amount of ordinary income of Target for 1997 was less than the amount of ordinary income reflected on the original Return of Target for 1997, Shareholders shall reimburse Target for the reduction in the amount of income taxes incurred by each of them for 1997 attributable to such reduction in the ordinary income of Target. In the event that it is ultimately determined that the ordinary income of Target for 1998 was less than reflected on the original Return for 1998 filed by Parent, Shareholders shall reimburse Target for any excess amounts distributed to the Shareholders pursuant to the last sentence of Section 4.1 of this Agreement.

(d) The indemnity provided for in this Section 8.2 shall be independent of any other indemnity provision hereof and, anything in this Agreement to the contrary notwithstanding, shall survive until the expiration of the applicable statutes of limitation for the Taxes referred to herein, and any Taxes subject to the indemnification for Taxes set forth in this Section 8.2 shall not be subject to the provisions of Sections 8.1 or 8.4 hereof. Notwithstanding anything in this Agreement to the contrary, the Shareholders will not be obligated to indemnify Parent and Target under any provision of this Agreement with respect to Taxes or other liabilities that arise as a direct result of a failure of the Merger to qualify as a reorganization within the meaning of Section 368(a) of the Code, provided that such failure to qualify is not the result of a breach by the Shareholders of any of their representations, covenants or agreements.

8.3 Conditions of Indemnification of Parent Indemnitees Pursuant to Section 8.1(a).

(a) Promptly following the receipt by a Parent Indemnitee of notice of a demand, claim, action, assessment or proceeding made or brought by a third party, including a governmental agency (a "Third Party Claim"), the Parent Indemnitee receiving the notice of the Third Party Claim (i) shall notify the Shareholders of its existence, setting forth the facts and circumstances of which such Parent Indemnitee has received notice, and (ii) if the Parent Indemnitee giving such notice is a person entitled to indemnification under this Article VIII (an "Indemnified Party"), specifying the basis hereunder upon which the Indemnified Party's claim for indemnification is asserted.

(b) The Indemnified Party shall, upon reasonable notice by the Shareholders, tender the defense of a Third Party Claim to the Shareholders. If the Shareholders accept responsibility for the defense of a Third Party Claim, then the Shareholders shall have the exclusive right to contest, defend and litigate the Third Party Claim and shall have the exclusive right, in their discretion exercised in good faith and upon the advice of counsel, to settle any such matter, either before or after the initiation of litigation, at such time and upon such terms as they deem fair and reasonable, provided that at least ten (10) days prior to any such settlement, they shall give written notice of their intention to settle to the Indemnified Party. The Indemnified Party shall have the right to be represented by counsel at its own expense in any defense conducted by the Shareholders.

(c) Notwithstanding the foregoing, in connection with any settlement by the Shareholders, no Indemnified Party shall be required to (1) enter into any settlement (A) that does not include the delivery by the claimant or plaintiff to the Indemnified Party of a release from all liability in respect of such claim or litigation, (B) if the Indemnified Party shall, in writing to the Shareholders within the ten (10) day period prior to such proposed settlement disapprove of such settlement proposal and desire to have the Shareholders tender the defense of such matter back to the Indemnified Party, or (C) that requires an Indemnified Party to take any affirmative actions as a condition of such settlement, or (2) consent to the entry of any judgment that does not include a full dismissal of the litigation or proceeding against the Indemnified Party with prejudice; provided, however, that should the Indemnified Party disapprove of a settlement proposal pursuant to Clause (B) above, the Indemnified Party shall thereafter have all of the responsibility for defending, contesting and settling such Third Party Claim but shall not be entitled to indemnification by the Shareholders to the extent that, upon final resolution of such Third Party Claim, the Shareholders' liability to the Indemnified Party but for this provision exceeds what the Shareholders' liability to the Indemnified Party would have been if the Shareholders were permitted to settle such Third Party Claim in the absence of the Indemnified Party exercising its right under Clause (B) above.

(d) If, in accordance with the foregoing provisions of this Section 8.3, an Indemnified Party shall be entitled to indemnification against a Third Party Claim, and if the Shareholders shall fail to accept the defense of a Third Party Claim which has been tendered in accordance with this Section 8.3, the Indemnified Party shall have the right, without prejudice to its right of indemnification hereunder, in its discretion exercised in good faith and upon the advice of counsel, to contest, defend and litigate such Third Party Claim, and may settle such Third Party Claim, either before or after the initiation of litigation, at such time and upon such terms as the Indemnified Party deems fair and reasonable, provided that at least ten (10) days prior to any such settlement, written notice of its intention to settle is given to the Shareholders. If, pursuant to this Section 8.3, the Indemnified Party so defends or settles a Third Party Claim for which it is entitled to indemnification hereunder, as hereinabove provided, the Indemnified Party shall be reimbursed by the Shareholders for the reasonable attorneys' fees and other expenses of defending the Third Party Claim which are incurred from time to time, forthwith following the presentation to the Shareholders of itemized bills for said attorneys' fees and other expenses. No failure by the Shareholders to acknowledge in writing their indemnification obligations under this Article VIII shall relieve them of such obligations to the extent they exist.

8.4 Certain Tax and Other Matters.

(a) If, in connection with the audit of any Return, a proposed adjustment is asserted in writing with respect to any Taxes of Target for which the Shareholders are required to indemnify Parent or Target pursuant to Section 8.2(a) hereof, Parent shall notify the Shareholders of such proposed adjustment within twenty (20) days after the receipt thereof. Upon notice to Parent within twenty (20) days after receipt of the notice of such proposed adjustment from Parent, the Shareholders may assume (at the Shareholders' own cost and expense) control of and contest such proposed adjustment.

(b) Alternatively, if the Shareholders request within twenty (20) days after receipt of notice of such proposed adjustment from Parent, Parent or Target, as the case may be, shall contest such proposed adjustment. The Shareholders shall be obligated to pay all reasonable out-of-pocket costs and expenses (including legal fees and expenses) which Parent or Target may incur in so contesting such proposed adjustment as such costs and expenses are incurred, and Parent shall have the full right to contest such proposed adjustment and shall be entitled to settle or agree to pay in full such proposed adjustment (in its sole discretion) and thereafter pursue its rights under this Agreement. The Shareholders shall pay to Parent all indemnity amounts in respect of any such proposed adjustment within thirty (30) days after written demand to the Shareholders therefor, or, if the Shareholders have assumed control of the contest of such proposed adjustment as provided above (or has requested Parent or Target to contest such proposed adjustment within the time provided above), within thirty (30) days after such proposed adjustment is settled or a Final Determination has been made with respect to such proposed adjustment.

(c) For purposes of this Section 8.4, a "Final Determination" shall mean (i) the entry of a decision of a court of competent jurisdiction at such time as an appeal may no longer be taken from such decision or (ii) the execution of a closing agreement or its equivalent between the particular taxpayer and the Internal Revenue Service, as provided in Section 7121 and Section 7122, respectively, of the Code, or a corresponding agreement between the particular taxpayer and the particular state or local taxing authority. The obligation of the Shareholders to make any indemnity payment pursuant to Section 8.2(a) shall be premised on the receipt by the Shareholders from Parent or Target of a written notice setting forth the relevant portion of any Final Determination, and in cases where the amount of the indemnity payment exceeds $1,000, a certified statements by a nationally recognized accounting firm setting forth the amount of the indemnity payment (and in all other cases, a similar statement certified by the chief financial officer of Parent) and describing in reasonable detail the calculation thereof.

8.5 Certain Information. Parent, the Shareholders and Target agree to furnish or cause to be furnished to each other (at reasonable times and at no charge) upon request as promptly as practicable such information (including access to books and records) pertinent to Target and assistance relating to Target as is reasonably necessary for the preparation, review and audit of financial statements, the preparation, review, audit and filing of any Tax Return, the preparation for any audit or the prosecution or defense of any claim, suit or proceeding relating to any proposed adjustment or which may result in the Shareholders being liable under the indemnification provisions of this Section 8.5, provided, that access shall be limited to items pertaining solely to Target. The Shareholders shall grant to Parent access to all Tax Returns filed with respect to Target.

8.6 Release by The Shareholders. Each of the Shareholders hereby releases and discharges Parent and Target and each of its officers and directors from and agrees and covenants that in no event will any of the Shareholders commence any litigation or other legal or administrative proceeding against, Parent, Target or any of their officers or directors, whether in law or equity, relating to any and all claims and demands, known and unknown, suspected and unsuspected, disclosed and undisclosed, for damages, actual or consequential, past, present and future, arising out of or in any way connected with his ownership or alleged ownership of Target Common Stock prior to the Effective Time, other than claims or demands arising out of the transactions contemplated by this Agreement and the Merger Agreement.

8.7 Condition of Indemnification of Target Indemnitees Pursuant to Section 8.1(b).

(a) Promptly following the receipt by a Target Indemnitee of notice of a demand, claim, action, assessment or proceeding made or brought by a third party, including a governmental agency (a "Third Party Claim"), the Target Indemnitee receiving the notice of the Third Party Claim (i) shall notify Parent of its existence, setting forth the facts and circumstances of which such Target Indemnitee has received notice, and (ii) if the Target Indemnitee giving such notice is a person entitled to indemnification under this Article VIII (an "Indemnified Party"), specifying the basis hereunder upon which the Indemnified Party's claim for indemnification is asserted.

(b) The Indemnified Party shall, upon reasonable notice by Parent, tender the defense of a Third Party Claim to Parent. If the Parent accepts responsibility for the defense of a Third Party Claim, then the Parent shall have the exclusive right to contest, defend and litigate the Third Party Claim and shall have the exclusive right, in its discretion exercised in good faith and upon the advice of counsel, to settle any such matter, either before or after the initiation of litigation, at such time and upon such terms as it deems fair and reasonable, provided that at least ten (10) days prior to any such settlement, it shall give written notice of its intention to settle to the Indemnified Party. The Indemnified Party shall have the right to be represented by counsel at its own expense in any defense conducted by the Parent.

(c) Notwithstanding the foregoing, in connection with any settlement by Parent, no Indemnified Party shall be required to (1) enter into any settlement (A) that does not include the delivery by the claimant or plaintiff to the Indemnified Party of a release from all liability in respect of such claim or litigation, (B) if the Indemnified Party shall, in writing to Parent within the ten (10) day period prior to such proposed settlement disapprove of such settlement proposal and desire to have Parent tender the defense of such matter back to the Indemnified Party, or (C) that requires an Indemnified Party to take any affirmative actions as a condition of such settlement, or (2) consent to the entry of any judgment that does not include a full dismissal of the litigation or proceeding against the Indemnified Party with prejudice; provided, however, that should the Indemnified Party disapprove of a settlement proposal pursuant to Clause (B) above, the Indemnified Party shall thereafter have all of the responsibility for defending, contesting and settling such Third Party Claim but shall not be entitled to indemnification by Parent to the extent that, upon final resolution of such Third Party Claim, Parent's liability to the Indemnified Party but for this provision exceeds what Parent's liability to the Indemnified Party would have been if Parent were permitted to settle such Third Party Claim in the absence of the Indemnified Party exercising its right under Clause (B) above.

(d) If, in accordance with the foregoing provisions of this Section 8.7, an Indemnified Party shall be entitled to indemnification against a Third Party Claim, and if Parent shall fail to accept the defense of a Third Party Claim which has been tendered in accordance with this Section 8.7, the Indemnified Party shall have the right, without prejudice to its right of indemnification hereunder, in its discretion exercised in good faith and upon the advice of counsel, to contest, defend and litigate such Third Party Claim, and may settle such Third Party Claim, either before or after the initiation of litigation, at such time and upon such terms as the Indemnified Party deems fair and reasonable, provided that at least ten (10) days prior to any such settlement,

written notice of its intention to settle is given to Parent. If, pursuant to this Section 8.7, the Indemnified Party so defends or settles a Third Party Claim for which it is entitled to indemnification hereunder, as hereinabove provided, the Indemnified Party shall be reimbursed by Parent for the reasonable attorneys' fees and other expenses of defending the Third Party Claim which are incurred from time to time, forthwith following the presentation to Parent of itemized bills for said attorneys' fees and other expenses. No failure by the Parent to acknowledge in writing its indemnification obligations under this Article VIII shall relieve it of such obligations to the extent they exist.

ARTICLE IX

TERMINATION, AMENDMENT AND WAIVER

9.1 Termination. This Agreement may be terminated at any time prior to the Effective Time, whether before or after approval by the shareholders of Target:

(a) By mutual consent of Parent and Target; or

(b) By Parent if (i) the Merger shall not have been consummated on or before December 15, 1998 (the "Termination Date"), (ii) the requisite vote of the shareholders of Target to approve this Agreement, the Merger Agreement and the transactions contemplated hereby and thereby shall not be obtained at the meetings, or any adjournments thereof, called therefor, (iii) any governmental or regulatory body, the consent of which is a condition to the obligations of Parent, Target and Target to consummate the transactions contemplated hereby or by the Merger Agreement, shall have determined not to grant its consent and all appeals of such determination shall have been taken and have been unsuccessful, or (iv) any court of competent jurisdiction in the United States or any State shall have issued an order, judgment or decree (other than a temporary restraining order) restraining, enjoining or otherwise prohibiting the Merger and such order, judgment or decree shall have become final and nonappealable.

(c) By the Shareholders if (i) the Merger shall not have been consummated on or before the Termination Date or (ii) the occurrence of an event which will have a Material Adverse Effect.

9.2 Effect of Termination. In the event of termination of this Agreement by either Parent or Target, as provided in Section 9.1, this Agreement shall forthwith become void and there shall be no liability on the part of either Target, Parent, Target or their respective officers or directors. Nothing in this Section 9.2 shall relieve any party from liability for any beach of this Agreement.

9.3 Amendments and Waivers. The parties may mutually amend any provision of this Agreement at any time prior to the Effective Time with the prior authorization of their respect boards of directors; provided, however, that any amendment effected subsequent to stockholder approval will be subject to the restrictions contained in the Illinois General Corporation Law. No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by all of the parties. No waiver by any party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

ARTICLE X

MISCELLANEOUS

10.1 Survival of Representations and Warranties. All representations, warranties, covenants and agreements made by any party in this Agreement or pursuant hereto shall survive the Merger until December 11, 2003, except for the representations, warranties, covenants and agreements contained in Sections 5.3(i), 5.3(k), 6.4, 6.6, 6.7, 6.8 and 8.2 of this Agreement which shall survive the Merger until the expiration of the applicable statutes of limitations with respect to such matters. All claims made by Parent by virtue of any such representations, warranties, covenants and agreements shall be made under, and subject to the limitations set forth in, Article VIII hereof.

10.2 Press Releases and Public Announcements. No party shall issue any press release or make any public announcement relating to the subject matter of this Agreement without the prior written approval of the other parties; provided, however, that any party may make any public disclosure it believes in good faith is required by applicable law or any listing or trading agreement concerning its publicly-traded securities (in which case the disclosing party will use its reasonable best efforts to advise the other party prior to making the disclosure.

10.3 Notices. All notices, requests, demands, claims, and other communications hereunder will be in writing. Any notice, request, demand, claim, or other communication hereunder shall be deemed duly given if (and then two business days after) it is sent by registered or certified mail, return receipt requested, postage prepaid, and addressed to the intended recipient as set forth below:

If to Erik P. Gustafson:	c/o Stein Roe - Farnham 1 South Wacker Drive, 31st Floor Chicago, Illinois 60606
If to Donald H. Gustafson, Jr.:	4 Country Road Village of Golf, Florida 3436
If to Judy Redington:	c/o Instant Cash Advance 1238 North Ashland Avenue Chicago, Illinois 60622
If to William Bingo:	16 Holly Drive Boynton Beach, Florida 33436
Copy to:	Robert S. Wynne Baker & Daniels 300 North Meridian, Suite 2700 Indianapolis, Indiana 46204
If to the Parent:	First Cash, Inc. 690 East Lamar, Suite 400 Arlington, Texas 76011 Attn: Rick L. Wessel
Copy to:	William D. Ratliff, III Haynes and Boone, LLP 201 Main Street, Suite 2200 Fort Worth, Texas 76102
If to Surviving Corporation:	One Iron Ventures, Inc. 690 East Lamar, Suite 400

Arlington, Texas 76011
Attn: Rick L. Wessel

Copy to: William D. Ratliff, III
Haynes and Boone, LLP
201 Main Street, Suite 2200
Fort Worth, Texas 76102

Any party may send any notice, request, demand, claim, or other communication hereunder to the intended recipient at the address set forth above using any other means (including personal delivery, expedited courier, messenger service, telecopy, telex, ordinary mail, or electronic mail), but no such notice, request, demand, claim, or other communication shall be deemed to have been duly given unless and until it actually is received by the intended recipient. Any party may change the address to which notices, requests, demands, claims, and other communications hereunder are to be delivered by giving the other parties notice in the manner herein set forth.

10.4 Entire Agreement. This Agreement (including the documents referred to herein) constitutes the entire agreement among the parties and supersedes any prior understandings, agreements, or representations by or among the parties, written or oral, to the extent they related in any way to the subject matter hereof.

10.5 Non-Waiver. The failure of any party to insist upon performance of any terms, covenants or conditions shall not be construed as a subsequent waiver of any such terms, covenants, or conditions.

10.6 Counterparts. This Agreement may be executed in one or more counterparts each of which shall be deemed an original.

10.7 Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

10.8 Governing Law. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Texas without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Texas.

10.9 Venue. Venue for any controversy or claim arising out of this Agreement or Merger Agreement shall lie in Tarrant County, Texas.

10.10 Succession and Assignment. Agreement shall be binding upon and inure to the benefit of the parties named herein and their respective successors and permitted assigns. No party may assign either this Agreement or any of its rights, interests, or obligations hereunder without the prior written approval of the other parties.

10.11 Headings. The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

10.12 Expenses. Shareholders shall personally pay all expenses in excess of $15,000 in the aggregate incurred by them in connection with this Agreement and the transactions contemplated thereby. Parent shall pay the attorneys fees and other costs incurred by the Shareholders in connection with this Agreement (including attorneys fees incurred to transfer licenses) up to $15,000 in the aggregate.

10.13 Tradename. The Shareholders shall be entitled to use the tradename "Instant Cash Advance" outside the Noncompete Area.

IN WITNESS WHEREOF, the parties have executed this Agreement and Plan of Reorganization on the date first above written.

PARENT:

FIRST CASH, INC.

By:
Rick L. Wessel, President

SUBSIDIARY:

CASH & GO OF ILLINOIS, INC., an
Illinois corporation

By:
Rick L. Wessel, President

TARGET:

ONE IRON VENTURES, INC., an
Illinois corporation

By:
Erik P. Gustafson, President

SHAREHOLDERS:

Donald H. Gustafson, Jr.

Erik P. Gustafson

Judy Redington

William Bingo

Exhibit 10.63

FIRST CASH FINANCIAL SERVICES, INC.
1999 STOCK OPTION PLAN

ARTICLE I - PLAN

1.1 Purpose. This Plan is a plan for key employees, officers, directors, and consultants of the Company and its Affiliates and is intended to advance the best interests of the Company, its Affiliates, and its stockholders by providing those persons who have substantial responsibility for the management and growth of the Company and its Affiliates with additional incentives and an opportunity to obtain or increase their proprietary interest in the Company, thereby encouraging them to continue in the employ of the Company or any of its Affiliates.

1.2 Rule 16b-3 Plan. The Company is subject to the reporting requirements of the Securities Exchange Act of 1934, as amended (the "1934 Act"), and therefore the Plan is intended to comply with all applicable conditions of Rule 16b-3 (and all subsequent revisions thereof) promulgated under the 1934 Act. To the extent any provision of the Plan or action by the Board of Directors or Committee fails to so comply, it shall be deemed null and void, to the extent permitted by law and deemed advisable by the Committee. In addition, the Board of Directors may amend the Plan from time to time, as it deems necessary in order to meet the requirements of any amendments to Rule 16b-3 without the consent of the shareholders of the Company.

1.3 Effective Date of Plan. The Plan shall be effective November 3, 1998 (the "Effective Date"), provided that within one year of the Effective Date, the Plan shall have been approved by at least a majority vote of stockholders voting in person or by proxy at a duly held stockholders' meeting, or if the provisions of the corporate charter, by-laws or applicable state law prescribes a greater degree of stockholder approval for this action, the approval by the holders of that percentage, at a duly held meeting of stockholders. No Incentive Option, Nonqualified Option, Stock Appreciation Right, Restricted Stock Award or Performance Stock Award shall be granted pursuant to the Plan ten years after the Effective Date.

ARTICLE II - DEFINITIONS

The words and phrases defined in this Article shall have the meaning set out in these definitions throughout this Plan, unless the context in which any such word or phrase appears reasonably requires a broader, narrower, or different meaning.

2.1 "Affiliate" means any parent corporation and any subsidiary corporation. The term "parent corporation" means any corporation (other than the Company) in an unbroken chain of corporations ending with the Company if, at the time of the action or transaction, each of the corporations other than the Company owns stock possessing 50% or more of the total combined voting power of all classes of stock in one of the other corporations in the chain. The term "subsidiary corporation" means any corporation (other than the Company) in an unbroken chain of corporations beginning with the Company if, at the time of the action or transaction, each of the corporations other than the last corporation in the unbroken chain owns stock possessing 50% or more of the total combined voting power of all classes of stock in one of the other corporations in the chain.

2.2 "Award" means each of the following granted under this Plan: Incentive Option, Nonqualified Option, Stock Appreciation Right, Restricted Stock Award or Performance Stock Award.

2.3 "Board of Directors" means the board of directors of the Company.

2.4 "Change in Control" shall mean and include the following transactions or situations:

(a) A sale, transfer, or other disposition by the Company through a single transaction or a series of transactions of securities of the Company representing thirty (30%) percent or more of the combined voting power of the Company's then outstanding securities to any "Unrelated Person" or "Unrelated Persons" acting in concert with one another. For purposes of this definition, the term "Person" shall mean and include any individual, partnership, joint venture, association, trust corporation, or other entity (including a "group" as referred to in Section 13(d)(3) of the 1934 Act). For purposes of this definition, the term "Unrelated Person" shall mean and include any Person other than the Company, a wholly-owned subsidiary of the Company, or an employee benefit plan of the Company; provided however, a sale to underwriters in connection with a public offering of the Company's securities pursuant to a firm commitment shall not be a Change of Control.

(b) A sale, transfer, or other disposition through a single transaction or a series of transactions of all or substantially all of the assets of the Company to an Unrelated Person or Unrelated Persons acting in concert with one another.

(c) A change in the ownership of the Company through a single transaction or a series of transactions such that any Unrelated Person or Unrelated Persons acting in concert with one another become the "Beneficial Owner," directly or indirectly, of securities of the Company representing at least thirty (30%) percent of the combined voting power of the Company's then outstanding securities. For purposes of this definition, the term "Beneficial Owner" shall have the same meaning as given to that term in Rule 13d-3 promulgated under the 1934 Act, provided that any pledge of voting securities is not deemed to be the Beneficial Owner thereof prior to its acquisition of voting rights with respect to such securities.

(d) Any consolidation or merger of the Company with or into an Unrelated Person, unless immediately after the consolidation or merger the holders of the common stock of the Company immediately prior to the consolidation or merger are the beneficial owners of securities of the surviving corporation representing at least fifty (50%) percent of the combined voting power of the surviving corporation's then outstanding securities.

(e) During any period of two years, individuals who, at the beginning of such period, constituted the Board of Directors of the Company cease, for any reason, to constitute at least a majority thereof, unless the election or nomination for election of each new director was approved by the vote of at least two-thirds of the directors then still in office who were directors at the beginning of such period.

(f) A change in control of the Company of a nature that would be required to be reported in response to Item 6(e) of Schedule 14A of Regulation 14A promulgated under the 1934 Act, or any successor regulation of similar importance, regardless of whether the Company is subject to such reporting requirement.

2.5 "Code" means the Internal Revenue Code of 1986, as amended.

2.6 "Committee" means the Compensation Committee of the Board of Directors or such other committee designated by the Board of Directors. The Committee shall be comprised solely of at least two members who are both Disinterested Persons and Outside Directors.

2.7 "Company" means First Cash Financial Services, Inc.

2.8 "Consultant" means any person, including an advisor, engaged by the Company or Affiliate to render services and who is compensated for such services.

2.9 "Disinterested Person" means a "disinterested person" as that term is defined in Rule 16b-3 under the 1934 Act.

2.10 "Eligible Persons" shall mean, with respect to the Plan, those persons who, at the time that an Award is granted, are (i) key personnel, including officers and directors, of the Company or Affiliate, or (ii) Consultants or independent contractors who provide valuable services to the Company or Affiliate as determined by the Committee.

2.11 "Employee" means a person employed by the Company or any Affiliate to whom an Award is granted.

2.12 "Fair Market Value" of the Stock as of any date means (a) the average of the high and low sale prices of the Stock on that date on the principal securities exchange on which the Stock is listed; or (b) if the Stock is not listed on a securities exchange, the average of the high and low sale prices of the Stock on that date as reported on the Nasdaq National Market System; or (c) if the Stock is not listed on the Nasdaq National Market System, the average of the high and low bid quotations for the Stock on that date as reported by the National Quotation Bureau Incorporated; or (d) if none of the foregoing is applicable, an amount at the election of the Committee equal to (x), the average between the closing bid and ask prices per share of Stock on the last preceding date on which those prices were reported or (y) that amount as determined by the Committee in good faith.

2.13 "Incentive Option" means an option to purchase Stock granted under this Plan which is designated as an "Incentive Option" and satisfies the requirements of Section 422 of the Code.

2.14 "Nonqualified Option" means an option to purchase Stock granted under this Plan other than an Incentive Option.

2.15 "Option" means both an Incentive Option and a Nonqualified Option granted under this Plan to purchase shares of Stock.

2.16 "Option Agreement" means the written agreement by and between the Company and an Eligible Person, which sets out the terms of an Option.

2.17 "Outside Director" shall mean a member of the Board of Directors serving on the Committee who satisfies Section 162(m) of the Code.

2.18 "Plan" means the First Cash Financial Services, Inc. 1999 Stock Option Plan, as set out in this document and as it may be amended from time to time.

2.19 "Plan Year" means the Company's fiscal year.

2.20 "Performance Stock Award" means an award of shares of Stock to be issued to an Eligible Person if specified predetermined performance goals are satisfied as described in Article VI.

2.21 "Restricted Stock" means Stock awarded or purchased under a Restricted Stock Agreement entered into pursuant to this Plan, together with (i) all rights, warranties or similar items attached or accruing thereto or represented by the certificate representing the stock and (ii) any stock or securities into which or for which the stock is thereafter converted or exchanged. The terms and conditions of the Restricted Stock Agreement shall be determined by the Committee consistent with the terms of the Plan.

2.22 "Restricted Stock Agreement" means an agreement between the Company or any Affiliate and the Eligible Person pursuant to which the Eligible Person receives a Restricted Stock Award subject to Article VI.

2.23 "Restricted Stock Award" means an Award of Restricted Stock.

2.24 "Restricted Stock Purchase Price" means the purchase price, if any, per share of Restricted Stock subject to an Award. The Committee shall determine the Restricted Stock Purchase Price. It may be greater than or less than the Fair Market Value of the Stock on the date of the Stock Award.

2.25 "Stock" means the common stock of the Company, $.01 par value or, in the event that the outstanding shares of common stock are later changed into or exchanged for a different class of stock or securities of the Company or another corporation, that other stock or security.

2.26 "Stock Appreciation Right" and "SAR" means the right to receive the difference between the Fair Market Value of a share of Stock on the grant date and the Fair Market Value of the share of Stock on the exercise date.

2.27 "10% Stockholder" means an individual who, at the time the Option is granted, owns Stock possessing more than 10% of the total combined voting power of all classes of stock of the Company or of any Affiliate. An individual shall be considered as owning the Stock owned, directly or indirectly, by or for his brothers and sisters (whether by the whole or half blood), spouse, ancestors, and lineal descendants; and Stock owned, directly or indirectly, by or for a corporation, partnership, estate, or trust, shall be considered as being owned proportionately by or for its stockholders, partners, or beneficiaries.

ARTICLE III - ELIGIBILITY

The individuals who shall be eligible to receive Awards shall be those Eligible Persons of the Company or any of its Affiliates as the Committee shall determine from time to time. However, no member of the Committee shall be eligible to receive any Award or to receive Stock, Options, Stock Appreciation Rights or any Performance Stock Award under any other plan of the Company or any of its Affiliates, if to do so would cause the individual not to be a Disinterested Person or Outside Director. The Board of Directors of Directors may designate one or more individuals who shall not be eligible to receive any Award under this Plan or under other similar plans of the Company.

ARTICLE IV - GENERAL PROVISIONS RELATING TO AWARDS

4.1 Authority to Grant Awards. The Committee may grant to those Eligible Persons of the Company or any of its Affiliates, as it shall from time to time determine, Awards under the terms and conditions of this Plan. The Committee shall determine subject only to any applicable limitations set out in this Plan, the number of shares of Stock to be covered by any Award to be granted to an Eligible Person.

4.2 Dedicated Shares. The total number of shares of Stock with respect to which Awards may be granted under the Plan shall be 1,200,000 shares. The shares

may be treasury shares or authorized but unissued shares. The number of shares stated in this Section 4.2 shall be subject to adjustment in accordance with the provisions of Section 4.5. In the event that any outstanding Award shall expire or terminate for any reason or any Award is surrendered, the shares of Stock allocable to the unexercised portion of that Award may again be subject to an Award under the Plan.

4.3 Non-transferability. Awards shall not be transferable by the Eligible Person otherwise than by will or under the laws of descent and distribution, and shall be exercisable, during the Eligible Person's lifetime, only by him. Restricted Stock shall be purchased by and/or become vested under a Restricted Stock Agreement during the Eligible Person's lifetime, only by him. Any attempt to transfer an Award other than under the terms of the Plan and the Agreement shall terminate the Award and all rights of the Eligible Person to that Award.

4.4 Requirements of Law. The Company shall not be required to sell or issue any Stock under any Award if issuing that Stock would constitute or result in a violation by the Eligible Person or the Company of any provision of any law, statute, or regulation of any governmental authority. Specifically, in connection with any applicable statute or regulation relating to the registration of securities, upon exercise of any Option or pursuant to any Award, the Company shall not be required to issue any Stock unless the Committee has received evidence satisfactory to it to the effect that the holder of that Option or Award will not transfer the Stock except in accordance with applicable law, including receipt of an opinion of counsel satisfactory to the Company to the effect that any proposed transfer complies with applicable law. The determination by the Committee on this matter shall be final, binding and conclusive. The Company may, but shall in no event be obligated to, register any Stock covered by this Plan pursuant to applicable securities laws of any country or any political subdivision. In the event the Stock issuable on exercise of an Option or pursuant to an Award is not registered, the Company may imprint on the certificate evidencing the Stock any legend that counsel for the Company considers necessary or advisable to comply with applicable law. The Company shall not be obligated to take any other affirmative action in order to cause the exercise of an Option or vesting under an Award, or the issuance of shares pursuant thereto, to comply with any law or regulation of any governmental authority.

4.5 Changes in the Company's Capital Structure.

(a) The existence of outstanding Options or Awards shall not affect in any way the right or power of the Company or its stockholders to make or authorize any or all adjustments, recapitalizations, reorganizations or other changes in the Company's capital structure or its business, or any merger or consolidation of the Company, or any issue of bonds, debentures, preferred or prior preference stock ahead of or affecting the Stock or its rights, or the dissolution or liquidation of the Company, or any sale or transfer of all or any part of its assets or business, or any other corporate act or proceeding, whether of a similar character or otherwise. If the Company shall effect a subdivision or consolidation of shares or other capital readjustment, the payment of a Stock dividend, or other increase or reduction of the number of shares of the Stock outstanding, without receiving compensation for it in money, services or property, then (a) the number, class, and per share price of shares of Stock subject to outstanding Options under this Plan shall be appropriately adjusted in such a manner as to entitle an Eligible Person to receive upon exercise of an Option, for the same aggregate cash consideration, the equivalent total number and class of shares he would have received had he exercised his Option in full immediately prior to the event requiring the adjustment; and (b) the number and class of shares of Stock then reserved to be issued under the Plan shall be adjusted by substituting for the total number and class of shares of Stock then reserved, that number and class of shares of Stock that would have been received by the owner of an equal number of outstanding shares of each class of Stock as the result of the event requiring the adjustment.

(b) If the Company is merged or consolidated with another corporation and the Company is not the surviving corporation, or if the Company is liquidated or sells or otherwise disposes of substantially all its assets while unexercised Options remain outstanding under this Plan:

(i) Subject to the provisions of clause (c) below, after the effective date of the merger, consolidation, liquidation, sale or other disposition, as the case may be, each holder of an outstanding Option shall be entitled, upon exercise of the Option, to receive, in lieu of shares of Stock, the number and class or classes of shares of stock or other securities or property to which the holder would have been entitled if, immediately prior to the merger, consolidation, liquidation, sale or other disposition, the holder had been the holder of record of a number of shares of Stock equal to the number of shares as to which the Option shall be so exercised;

(ii) The Board of Directors may waive any limitations set out in or imposed under this Plan so that all Options, from and after a date prior to the effective date of the merger, consolidation, liquidation, sale or other disposition, as the case may be, specified by the Board of Directors, shall be exercisable in full; and

(iii) All outstanding Options may be canceled by the Board of Directors as of the effective date of any merger, consolidation, liquidation, sale or other disposition, if (i) notice of cancellation shall be given to each holder of an Option and (ii) each holder of an Option shall have the right to exercise that Option in full (without regard to any limitations set out in or imposed under this Plan or the Option Agreement granting that Option) during a period set by the Board of Directors preceding the effective date of the merger, consolidation, liquidation, sale or other disposition and, if in the event all outstanding Options may not be exercised in full under applicable securities laws without registration of the shares of Stock issuable on exercise of the Options, the Board of Directors may limit the exercise of the Options to the number of shares of Stock, if any, as may be issued without registration. The method of choosing which Options may be exercised, and the number of shares of Stock for which Options may be exercised, shall be solely within the discretion of the Board of Directors.

(c) After a merger of one or more corporations into the Company or after a consolidation of the Company and one or more corporations in which the Company shall be the surviving corporation, each Eligible Person shall be entitled to have his Restricted Stock and shares earned under a Performance Stock Award appropriately adjusted based on the manner the Stock was adjusted under the terms of the agreement of merger or consolidation.

(d) In each situation described in this Section 4.5, the Committee will make similar adjustments, as appropriate, in outstanding Stock Appreciation Rights.

(e) The issuance by the Company of shares of stock of any class, or securities convertible into shares of stock of any class, for cash or property, or for labor or services either upon direct sale or upon the exercise of rights or warrants to subscribe for them, or upon conversion of shares or obligations of the Company convertible into shares or other securities, shall not affect, and no adjustment by reason of such issuance shall be made with respect to, the number, class, or price of shares of Stock then subject to outstanding Awards.

4.6 Election under Section 83(b) of the Code. No Employee shall exercise the election permitted under Section 83(b) of the Code without written approval of

the Committee. Any Employee doing so shall forfeit all Awards issued to him under this Plan.

ARTICLE V - OPTIONS AND STOCK APPRECIATION RIGHTS

5.1 Type of Option. The Committee shall specify at the time of grant whether a given Option shall constitute an Incentive Option or a Nonqualified Option. Incentive Stock Options may only be granted to Employees.

5.2 Option Price. The price at which Stock may be purchased under an Incentive Option shall not be less than the greater of: (a) 100% of the Fair Market Value of the shares of Stock on the date the Option is granted or (b) the aggregate par value of the shares of Stock on the date the Option is granted. The Committee in its discretion may provide that the price at which shares of Stock may be purchased under an Incentive Option shall be more than 100% of Fair Market Value. In the case of any 10% Stockholder, the price at which shares of Stock may be purchased under an Incentive Option shall not be less than 110% of the Fair Market Value of the Stock on the date the Incentive Option is granted. The price at which shares of Stock may be purchased under a Nonqualified Option shall be such price as shall be determined by the Committee in its sole discretion but in no event lower than the par value of the shares of Stock on the date the Option is granted.

5.3 Duration of Options and SARS. No Option or SAR shall be exercisable after the expiration of ten (10) years from the date the Option or SAR is granted. In the case of a 10% Stockholder, no Incentive Option shall be exercisable after the expiration of five years from the date the Incentive Option is granted.

5.4 Amount Exercisable -- Incentive Options. Each Option may be exercised from time to time, in whole or in part, in the manner and subject to the conditions the Committee, in its sole discretion, may provide in the Option Agreement, as long as the Option is valid and outstanding, and further provided that no Option may be exercisable within six (6) months of the date of grant. To the extent that the aggregate Fair Market Value (determined as of the time an Incentive Option is granted) of the Stock with respect to which Incentive Options first become exercisable by the optionee during any calendar year (under this Plan and any other incentive stock option plan(s) of the Company or any Affiliate) exceeds $100,000, the portion in excess of $100,000 of the Incentive Option shall be treated as a Nonqualified Option. In making this determination, Incentive Options shall be taken into account in the order in which they were granted.

5.5 Exercise of Options. Each Option shall be exercised by the delivery of written notice to the Committee setting forth the number of shares of Stock with respect to which the Option is to be exercised, together with:

(a) cash, certified check, bank draft, or postal or express money order payable to the order of the Company for an amount equal to the option price of the shares,

(b) stock at its Fair Market Value on the date of exercise,

(c) an election to make a cashless exercise through a registered broker dealer (if approved in advance by the Committee),

(d) an election to have shares of Stock, which otherwise would be issued on exercise, withheld in payment of the exercise price (if approved in advance by the Committee), and/or

(e) any other form of payment which is acceptable to the Committee, including without limitation, payment in the form of a promissory note, and specifying the address to which the certificates for the shares are to be mailed.

As promptly as practicable after receipt of written notification and payment, the Company shall deliver to the Eligible Person certificates for the number of shares with respect to which the Option has been exercised, issued in the Eligible Person's name. If shares of Stock are used in payment, the aggregate Fair Market Value of the shares of Stock tendered must be equal to or less than the aggregate exercise price of the shares being purchased upon exercise of the Option, and any difference must be paid by cash, certified check, bank draft, or postal or express money order payable to the order of the Company. Delivery of the shares shall be deemed effected for all purposes when a stock transfer agent of the Company shall have deposited the certificates in the United States mail, addressed to the Eligible Person, at the address specified by the Eligible Person.

Whenever an Option is exercised by exchanging shares of Stock owned by the Eligible Person, the Eligible Person shall deliver to the Company certificates registered in the name of the Eligible Person representing a number of shares of Stock legally and beneficially owned by the Eligible Person, free of all liens, claims, and encumbrances of every kind, accompanied by stock powers duly endorsed in blank by the record holder of the shares represented by the certificates (with signature guaranteed by a commercial bank or trust company or by a brokerage firm having a membership on a registered national stock exchange). The delivery of certificates upon the exercise of Options is subject to the condition that the person exercising the Option provides the Company with the information the Company might reasonably request pertaining to exercise, sale or other disposition.

5.6 Stock Appreciation Rights. All Eligible Persons shall be eligible to receive Stock Appreciation Rights. The Committee shall determine the SAR to be awarded from time to time to any Eligible Person. The grant of a SAR to be awarded from time to time shall neither entitle such person to, nor disqualify such person from, participation in any other grant of awards by the Company, whether under this Plan or any other plan of the Company. If granted as a stand-alone SAR Award, the terms of the Award shall be provided in a Stock Appreciation Rights Agreement.

5.7 Stock Appreciation Rights in Tandem with Options. Stock Appreciation Rights may, at the discretion of the Committee, be included in each Option granted under the Plan to permit the holder of an Option to surrender that Option, or a portion of the part which is then exercisable, and receive in exchange, upon the conditions and limitations set by the Committee, an amount equal to the excess of the Fair Market Value of the Stock covered by the Option, or the portion of it that was surrendered, determined as of the date of surrender, over the aggregate exercise price of the Stock. The payment may be made in shares of Stock valued at Fair Market Value, in cash, or partly in cash and partly in shares of Stock, as the Committee shall decide in its sole discretion. Stock Appreciation Rights may be exercised only when the Fair Market Value of the Stock covered by the Option surrendered exceeds the exercise price of the Stock. In the event of the surrender of an Option, or a portion of it, to exercise the Stock Appreciation Rights, the shares represented by the Option or that part of it which is surrendered, shall not be available for reissuance under the Plan. Each Stock Appreciation Right issued in tandem with an Option (a) will expire not later than the expiration of the underlying Option, (b) may be for no more than 100% of the difference between the exercise price of the underlying Option and the Fair Market Value of a share of Stock at the time the Stock Appreciation Right is exercised, (c) is transferable only when the underlying Option is transferable, and under the same conditions, and (d) may be exercised only when the underlying Option is eligible to be

exercised.

5.8 Conditions of Stock Appreciation Rights. All Stock Appreciation Rights shall be subject to such terms, conditions, restrictions or limitations as the Committee deems appropriate, including by way of illustration but not by way of limitation, restrictions on transferability, requirement of continued employment, individual performance, financial performance of the Company or payment of any applicable employment or withholding taxes.

5.9 Payment of Stock Appreciation Rights. The amount of payment to which the Eligible Person who reserves an SAR shall be entitled upon the exercise of each SAR shall be equal to the amount, if any by which the Fair Market Value of the specified shares of Stock on the exercise date exceeds the Fair Market Value of the specified shares of Stock on the date of grant of the SAR. The SAR shall be paid in either cash or Stock, as determined in the discretion of the Committee as set forth in the SAR agreement. If the payment is in Stock, the number of shares to be paid shall be determined by dividing the amount of such payment by the Fair Market Value of Stock on the exercise date of such SAR.

5.10 Exercise on Termination of Employment. Unless it is expressly provided otherwise in the Option or SAR agreement, Options and SAR's granted to Employees shall terminate one day less than three months after severance of employment of the Employee from the Company and all Affiliates for any reason, with or without cause, other than death, retirement under the then established rules of the Company, or severance for disability. The Committee shall determine whether authorized leave of absence or absence on military or government service shall constitute severance of the employment of the Employee at that time.

5.11 Death. If, before the expiration of an Option or SAR, the Eligible Person, whether in the employ of the Company or after he has retired or was severed for disability, or otherwise dies, the Option or SAR shall continue until the earlier of the Option's or SAR's expiration date or one year following the date of his death, unless it is expressly provided otherwise in the Option or SAR agreement. After the death of the Eligible Person, his executors, administrators or any persons to whom his Option or SAR may be transferred by will or by the laws of descent and distribution shall have the right, at any time prior to the Option's or SAR's expiration or termination, whichever is earlier, to exercise it, to the extent to which he was entitled to exercise it immediately prior to his death, unless it is expressly provided otherwise in the Option or SAR's agreement.

5.12 Retirement. Unless it is expressly provided otherwise in the Option Agreement, before the expiration of an Incentive Option, the Employee shall be retired in good standing from the employ of the Company under the then established rules of the Company, the Incentive Option shall terminate on the earlier of the Option's expiration date or one day less than one year after his retirement; provided, if an Incentive Option is not exercised within specified time limits prescribed by the Code, it will become a Nonqualified Option by operation of law. Unless it is expressly provided otherwise in the Option Agreement, if before the expiration of a Nonqualified Option, the Employee shall be retired in good standing from the employ of the Company under the then established rules of the Company, the Nonqualified Option shall terminate on the earlier of the Nonqualified Option's expiration date or one day less than one year after his retirement. In the event of retirement, the Employee shall have the right prior to the termination of the Nonqualified Option to exercise the Nonqualified Option, to the extent to which he was entitled to exercise it immediately prior to his retirement, unless it is expressly provided otherwise in the Option Agreement. Upon retirement, a SAR shall continue to be exercisable for the remainder of the term of the SAR agreement.

5.13 Disability. If, before the expiration of an Option or SAR, the Employee shall be severed from the employ of the Company for disability, the Option or SAR shall terminate on the earlier of the Option's or SAR's expiration date or one day less than one year after the date he was severed because of disability, unless it is expressly provided otherwise in the Option or SAR agreement. In the event that the Employee shall be severed from the employ of the Company for disability, the Employee shall have the right prior to the termination of the Option or SAR to exercise the Option, to the extent to which he was entitled to exercise it immediately prior to his retirement or severance of employment for disability, unless it is expressly provided otherwise in the Option Agreement.

5.14 Substitution Options. Options may be granted under this Plan from time to time in substitution for stock options held by employees of other corporations who are about to become employees of or affiliated with the Company or any Affiliate as the result of a merger or consolidation of the employing corporation with the Company or any Affiliate, or the acquisition by the Company or any Affiliate of the assets of the employing corporation, or the acquisition by the Company or any Affiliate of stock of the employing corporation as the result of which it becomes an Affiliate of the Company. The terms and conditions of the substitute Options granted may vary from the terms and conditions set out in this Plan to the extent the Committee, at the time of grant, may deem appropriate to conform, in whole or in part, to the provisions of the stock options in substitution for which they are granted.

5.15 Reload Options. Without in any way limiting the authority of the Board of Directors or Committee to make or not to make grants of Options hereunder, the Board of Directors or Committee shall have the authority (but not an obligation) to include as part of any Option Agreement a provision entitling the Eligible Person to a further Option (a "Reload Option") in the event the Eligible Person exercises the Option evidenced by the Option Agreement, in whole or in part, by surrendering other shares of Stock in accordance with this Plan and the terms and conditions of the Option Agreement. Any such Reload Option (a) shall be for a number of shares equal to the number of shares surrendered as part or all of the exercise price of such Option; (b) shall have an expiration date which is the greater of (i) the same expiration date of the Option the exercise of which gave rise to such Reload Option or (ii) one year from the date of grant of the Reload Option; and (c) shall have an exercise price which is equal to one hundred percent (100%) of the Fair Market Value of the Stock subject to the Reload Option on the date of exercise of the original Option. Notwithstanding the foregoing, a Reload Option which is an Incentive Option and which is granted to a 10% Stockholder, shall have an exercise price which is equal to one hundred ten percent (110%) of the Fair Market Value of the Stock subject to the Reload Option on the date of exercise of the original Option and shall have a term which is no longer than five (5) years.

Any such Reload Option may be an Incentive Option or a Nonqualified Option, as the Board of Directors or Committee may designate at the time of the grant of the original Option; provided, however, that the designation of any Reload Option as an Incentive Option shall be subject to the one hundred thousand dollar ($100,000) annual limitation on exercisability of Incentive Stock Options described in the Plan and in Section 422(d) of the Code. There shall be no Reload Options on a Reload Option. Any such Reload Option shall be subject to the availability of sufficient shares under Section 4.2 herein and shall be subject to such other terms and conditions as the Board of Directors or Committee may determine which are not inconsistent with the express provisions of the Plan regarding the terms of Options.

5.16 No Rights as Stockholder. No Eligible Person shall have any rights as a stockholder with respect to Stock covered by his Option until the date a stock certificate is issued for the Stock.

ARTICLE VI - RESTRICTED STOCK AWARDS

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6.1 Restricted Stock Awards. The Committee may issue shares of Stock to an Eligible Person subject to the terms of a Restricted Stock Agreement. The Restricted Stock may be issued for no payment by the Eligible Person or for a payment below the Fair Market Value on the date of grant. Restricted Stock shall be subject to restrictions as to sale, transfer, alienation, pledge or other encumbrance and generally will be subject to vesting over a period of time specified in the Restricted Stock Agreement. The Committee shall determine the period of vesting, the number of shares, the price, if any, of Stock included in a Restricted Stock Award, and the other terms and provisions which are included in a Restricted Stock Agreement.

6.2 Restrictions. Restricted Stock shall be subject to the terms and conditions as determined by the Committee, including without limitation, any or all of the following:

(a) a prohibition against the sale, transfer, alienation, pledge or other encumbrance of the shares of Restricted Stock, such prohibition to lapse (i) at such time or times as the Committee shall determine (whether in annual or more frequent installments, at the time of the death, disability or retirement of the holder of such shares, or otherwise);

(b) a requirement that the holder of shares of Restricted Stock forfeit, or in the case of shares sold to an Eligible Person, resell back to the Company at his cost, all or a part of such shares in the event of termination of the Eligible Person's employment during any period in which the shares remain subject to restrictions;

(c) a prohibition against employment of the holder of Restricted Stock by any competitor of the Company or its Affiliates, or against such holder's dissemination of any secret or confidential information belonging to the Company or an Affiliate;

(d) unless stated otherwise in the Restricted Stock Agreement,

(i) if restrictions remain at the time of severance of employment with the Company and all Affiliates, other than for reason of disability or death, the Restricted Stock shall be forfeited; and

(ii) if severance of employment is by reason of disability or death, the restrictions on the shares shall lapse and the Eligible Person or his heirs or estate shall be 100% vested in the shares subject to the Restricted Stock Agreement.

6.3 Stock Certificate. Shares of Restricted Stock shall be registered in the name of the Eligible Person receiving the Restricted Stock Award and deposited, together with a stock power endorsed in blank, with the Company. Each such certificate shall bear a legend in substantially the following form:

The transferability of this certificate and the shares of Stock represented by it is restricted by and subject to the terms and conditions (including conditions of forfeiture) contained in the First Cash Financial Services, Inc. 1999 Stock Option Plan, and an agreement entered into between the registered owner and the Company. A copy of the Plan and agreement is on file in the office of the Secretary of the Company.

6.4 Rights as Stockholder. Subject to the terms and conditions of the Plan, each Eligible Person receiving a certificate for Restricted Stock shall have all the rights of a stockholder with respect to the shares of Stock included in the Restricted Stock Award during any period in which such shares are subject to\ forfeiture and restrictions on transfer, including without limitation, the right to vote such shares. Dividends paid with respect to shares of Restricted Stock in cash or property other than Stock in the Company or rights to acquire stock in the Company shall be paid to the Eligible Person currently. Dividends paid in Stock in the Company or rights to acquire Stock in the Company shall be added to and become a part of the Restricted Stock.

6.5 Lapse of Restrictions. At the end of the time period during which any shares of Restricted Stock are subject to forfeiture and restrictions on sale, transfer, alienation, pledge, or other encumbrance, such shares shall vest and will be delivered in a certificate, free of all restrictions, to the Eligible Person or to the Eligible Person's legal representative, beneficiary or heir; provided the certificate shall bear such legend, if any, as the Committee determines is reasonably required by applicable law. By accepting a Stock Award and executing a Restricted Stock Agreement, the Eligible Person agrees to remit when due any federal and state income and employment taxes required to be withheld.

6.6 Restriction Period. No Restricted Stock Award may provide for restrictions continuing beyond ten (10) years from the date of grant.

ARTICLE VII - PERFORMANCE STOCK AWARDS
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7.1 Award of Performance Stock. The Committee may award shares of Stock, without any payment for such shares, to designated Eligible Persons if specified performance goals established by the Committee are satisfied. The terms and provisions herein relating to these performance-based awards are intended to satisfy Section 162(m) of the Code and regulations issued thereunder. The designation of an employee eligible for a specific Performance Stock Award shall be made by the Committee in writing prior to the beginning of the period for which the performance is measured (or within such period as permitted by IRS regulations). The Committee shall establish the maximum number of shares of Stock to be issued to a designated Employee if the performance goal or goals are met. The Committee reserves the right to make downward adjustments in the maximum amount of an Award if in its discretion unforeseen events make such adjustment appropriate.

7.2 Performance Goals. Performance goals determined by the Committee may be based on specified increases in cash flow, net profits, Stock price, Company, segment or Affiliate sales, market share, earnings per share, return on assets, and/or return on stockholders' equity.

7.3 Eligibility. The employees eligible for Performance Stock Awards are the senior officers (i.e., chief executive officer, president, vice presidents, secretary, treasurer, and similar positions) of the Company and its Affiliates, and such other employees of the Company and its Affiliates as may be designated by the Committee.

7.4 Certificate of Performance. The Committee must certify in writing that a performance goal has been attained prior to issuance of any certificate for a Performance Stock Award to any Employee. If the Committee certifies the entitlement of an Employee to the Performance Stock Award, the certificate will be issued to the Employee as soon as administratively practicable, and subject to other applicable provisions of the Plan, including but not limited to, all legal requirements and tax withholding. However, payment may be made in shares of Stock, in cash, or partly in cash and partly in shares of Stock, as the Committee shall decide in its sole discretion. If a cash payment is made in lieu of shares of Stock, the number of shares represented by such payment shall not be available for subsequent issuance under this Plan.

ARTICLE VIII - ADMINISTRATION

The Committee shall administer the Plan. All questions of interpretation and application of the Plan and Awards shall be subject to the determination of the Committee. A majority of the members of the Committee shall constitute a quorum. All determinations of the Committee shall be made by a majority of its members. Any decision or determination reduced to writing and signed by a majority of the members shall be as effective as if it had been made by a majority vote at a meeting properly called and held. This Plan shall be administered in such a manner as to permit the Options, which are designated to be Incentive Options to qualify as Incentive Options. In carrying out its authority under this Plan, the Committee shall have full and final authority and discretion, including but not limited to the following rights, powers and authorities, to:

(a) determine the Eligible Persons to whom and the time or times, at which Options or Awards will be made,

(b) determine the number of shares and the purchase price of Stock covered in each Option or Award, subject to the terms of the Plan,

(c) determine the terms, provisions and conditions of each Option and Award, which need not be identical,

(d) accelerate the time at which any outstanding Option or SAR may be exercised, or Restricted Stock Award will vest,

(e) define the effect, if any, on an Option or Award of the death, disability, retirement, or termination of employment of the Employee,

(f) prescribe, amend and rescind rules and regulations relating to administration of the Plan, and

(g) make all other determinations and take all other actions deemed necessary, appropriate, or advisable for the proper administration of this Plan.

The actions of the Committee in exercising all of the rights, powers, and authorities set out in this Article and all other Articles of this Plan, when performed in good faith and in its sole judgment, shall be final, conclusive and binding on all parties.

ARTICLE IX - AMENDMENT OR TERMINATION OF PLAN

The Board of Directors of the Company may amend, terminate or suspend this Plan at any time, in its sole and absolute discretion; provided, however, that to the extent required to qualify this Plan under Rule 16b-3 promulgated under Section 16 of the Securities Exchange Act of 1934, as amended, no amendment that would (a) materially increase the number of shares of Stock that may be issued under this Plan, (b) materially modify the requirements as to eligibility for participation in this Plan, or (c) otherwise materially increase the benefits accruing to participants under this Plan, shall be made without the approval of the Company's stockholders; provided further, however, that to the extent required to maintain the status of any Incentive Option under the Code, no amendment that would (a) change the aggregate number of shares of Stock which may be issued under Incentive Options, (b) change the class of employees eligible to receive Incentive Options, or (c) decrease the Option price for Incentive Options below the Fair Market Value of the Stock at the time it is granted, shall be made without the approval of the Company's stockholders. Subject to the preceding sentence, the Board of Directors shall have the power to make any changes in the Plan and in the regulations and administrative provisions under it or in any outstanding Incentive Option as in the opinion of counsel for the Company may be necessary or appropriate from time to time to enable any Incentive Option granted under this Plan to continue to qualify as an incentive stock option or such other stock option as may be defined under the Code so as to receive preferential federal income tax treatment.

ARTICLE X - MISCELLANEOUS

10.1 No Establishment of a Trust Fund. No property shall be set aside nor shall a trust fund of any kind be established to secure the rights of any Eligible Person under this Plan. All Eligible Persons shall at all times rely solely upon the general credit of the Company for the payment of any benefit which becomes payable under this Plan.

10.2 No Employment Obligation. The granting of any Option or Award shall not constitute an employment contract, express or implied, nor impose upon the Company or any Affiliate any obligation to employ or continue to employ any Eligible Person. The right of the Company or any Affiliate to terminate the employment of any person shall not be diminished or affected by reason of the fact that an Option or Award has been granted to him.

10.3 Forfeiture. Notwithstanding any other provisions of this Plan, if the Committee finds by a majority vote after full consideration of the facts that an Eligible Person, before or after termination of his employment with the Company or an Affiliate for any reason (a) committed or engaged in fraud, embezzlement, theft, commission of a felony, or proven dishonesty in the course of his employment by the Company or an Affiliate, which conduct damaged the Company or Affiliate, or disclosed trade secrets of the Company or an Affiliate, or (b) participated, engaged in or had a material, financial or other interest, whether as an employee, officer, director, consultant, contractor, stockholder, owner, or otherwise, in any commercial endeavor in the United States which is competitive with the business of the Company or an Affiliate without the written consent of the Company or Affiliate, the Eligible Person shall forfeit all outstanding Options and all outstanding Awards, and including all exercised Options and other situations pursuant to which the Company has not yet delivered a stock certificate. Clause (b) shall not be deemed to have been violated solely by reason of the Eligible Person's ownership of stock or securities of any publicly owned corporation, if that ownership does not result in effective control of the corporation.

The decision of the Committee as to the cause of an Employee's discharge, the damage done to the Company or an Affiliate, and the extent of an Eligible Person's competitive activity shall be final. No decision of the Committee, however, shall affect the finality of the discharge of the Employee by the Company or an Affiliate in any manner.

10.4 Tax Withholding. The Company or any Affiliate shall be entitled to deduct from other compensation payable to each Eligible Person any sums required by federal, state, or local tax law to be withheld with respect to the grant or exercise of an Option or SAR, lapse of restrictions on Restricted Stock, or award of Performance Stock. In the alternative, the Company may require the Eligible Person (or other person exercising the Option, SAR or receiving the Stock) to pay the sum directly to the employer corporation. If the Eligible Person (or other person exercising the Option or SAR or receiving the Stock) is required to pay the sum directly, payment in cash or by check of such sums for taxes shall be delivered within 10 days after the date of exercise or lapse of restrictions. The Company shall have no obligation upon exercise of any Option or lapse of restrictions on Stock until payment has been received, unless withholding (or offset against a cash payment) as of or prior to the date of

exercise or lapse of restrictions is sufficient to cover all sums due with respect to that exercise. The Company and its Affiliates shall not be obligated to advise an Eligible Person of the existence of the tax or the amount which the employer corporation will be required to withhold.

10.5 Written Agreement. Each Option and Award shall be embodied in a written agreement which shall be subject to the terms and conditions of this Plan and shall be signed by the Eligible Person and by a member of the Committee on behalf of the Committee and the Company or an executive officer of the Company, other than the Eligible Person, on behalf of the Company. The agreement may contain any other provisions that the Committee in its discretion shall deem advisable which are not inconsistent with the terms of this Plan.

10.6 Indemnification of the Committee and the Board of Directors. With respect to administration of this Plan, the Company shall indemnify each present and future member of the Committee and the Board of Directors against, and each member of the Committee and the Board of Directors shall be entitled without further act on his part to indemnity from the Company for, all expenses (including attorney's fees, the amount of judgments and the amount of approved settlements made with a view to the curtailment of costs of litigation, other than amounts paid to the Company itself) reasonably incurred by him in connection with or arising out of any action, suit, or proceeding in which he may be involved by reason of his being or having been a member of the Committee and/or the Board of Directors, whether or not he continues to be a member of the Committee and/or the Board of Directors at the time of incurring the expenses, including, without limitation, matters as to which he shall be finally adjudged in any action, suit or proceeding to have been found to have been negligent in the performance of his duty as a member of the Committee or the Board of Directors. However, this indemnity shall not include any expenses incurred by any member of the Committee and/or the Board of Directors in respect of matters as to which he shall be finally adjudged in any action, suit or proceeding to have been guilty of gross negligence or willful misconduct in the performance of his duty as a member of the Committee and the Board of Directors. In addition, no right of indemnification under this Plan shall be available to or enforceable by any member of the Committee and the Board of Directors unless, within 60 days after institution of any action, suit or proceeding, he shall have offered the Company, in writing, the opportunity to handle and defend same at its own expense. This right of indemnification shall inure to the benefit of the heirs, executors or administrators of each member of the Committee and the Board of Directors and shall be in addition to all other rights to which a member of the Committee and the Board of Directors may be entitled as a matter of law, contract, or otherwise.

10.7 Gender. If the context requires, words of one gender when used in this Plan shall include the others and words used in the singular or plural shall include the other.

10.8 Headings. Headings of Articles and Sections are included for convenience of reference only and do not constitute part of the Plan and shall not be used in construing the terms of the Plan.

10.9 Other Compensation Plans. The adoption of this Plan shall not affect any other stock option, incentive or other compensation or benefit plans in effect for the Company or any Affiliate, nor shall the Plan preclude the Company from establishing any other forms of incentive or other compensation for employees of the Company or any Affiliate.

10.10 Other Options or Awards. The grant of an Option or Award shall not confer upon the Eligible Person the right to receive any future or other Options or Awards under this Plan, whether or not Options or Awards may be granted to similarly situated Eligible Persons, or the right to receive future Options or Awards upon the same terms or conditions as previously granted.

10.11 Governing Law. The provisions of this Plan shall be construed, administered, and governed under the laws of the State of Delaware.

Adopted by the shareholders of First Cash Financial Services, Inc. on January 14, 1999.

First Cash Financial Services, Inc.

Rick L. Wessel
President and Director

Exhibit 23.1

INDEPENDENT AUDITORS' CONSENT

We consent to the incorporation by reference in this Registration Statement of First Cash Financial Services, Inc. on Form S-3 of our report dated August 31, 1998, appearing in the Annual Report on Form 10-K of First Cash Financial Services, Inc. for the year ended July 31, 1998 and to the reference to us under the heading "Experts" in the Prospectus, which is part of this Registration Statement.

DELOITTE & TOUCHE LLP

Fort Worth, Texas
January 22, 1999

CONSENT OF INDEPENDENT ACCOUNTANTS

We hereby consent to the incorporation by reference in the prospectus constituting part of this Registration Statement on Form S-3 of our report dated October 22, 1996, appearing on page F-2 of the company's Annual Report on Form 10-K for the year ended July 31, 1998. We also consent to the reference to us under the heading "Experts" in such prospectus.

PRICEWATERHOUSECOOPERS LLP

PricewaterhouseCoopers LLP
Fort Worth, Texas
January 22, 1999

CONSENT OF INDEPENDENT ACCOUNTANTS

We hereby consent to the incorporation by reference in the prospectus constituting part of this Registration Statement on Form S-3 of our report dated September 17, 1998, appearing on page 9 of Amendment No. 1 to the company's Current Report on Form 8-K dated September 22, 1998. We also consent to the reference to us under the heading "Experts" in such prospectus.

TOLLEFSON & CLANCEY

Tollefson & Clancey
Certified Public Accountants
San Leandro, California
January 18, 1999