FORM 10-K/A

Annual report pursuant to section 13 and 15(d) [amend]

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FILER

JAN BELL MARKETING INC

CIK:**817946**| IRS No.: **592290937** | State of Incorp.:**DE** | Fiscal Year End: **1231**
Type: **10-K/A** | Act: **34** | File No.: **001-09647** | Film No.: **94522208**
SIC: **3911** Jewelry, precious metal

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SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 10-K/A

(MARK ONE)
/X/ ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(D) OF THE SECURITIES EXCHANGE ACT OF 1934 (FEE REQUIRED)

FOR THE FISCAL YEAR ENDED DECEMBER 31, 1993 OR

/__/ TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(D) OF THE SECURITIES EXCHANGE ACT OF 1934 (NO FEE REQUIRED)

FOR THE TRANSITION PERIOD FROM ____________ TO ____________

COMMISSION FILE NUMBER 1-9647

JAN BELL MARKETING, INC.
(Exact name of registrant as specified in its charter)

Delaware	59-2290953
(State or other jurisdiction of incorporation or organization)	(IRS Employer Identification No.)

13801 N.W. 14th Street
Sunrise, Florida 33323
(Address of principal executive offices) (Zip Code)

Registrant's telephone number, including area code: (305) 846-2705

Securities registered pursuant to Section 12(b) of the Act:

Common Stock, $.0001 par value

Securities registered pursuant to Section 12(g) of the Act: None

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.

YES / X / NO / /

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K is not contained herein, and will not be contained to the best of registrant's knowledge in definitive proxy or information statements, incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K.

/ X /

ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

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Notes to Consolidated Financial Statements............................ 37
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INDEPENDENT AUDITORS' REPORT

Board of Directors and Stockholders
Jan Bell Marketing, Inc.
Sunrise, Florida

We have audited the accompanying consolidated balance sheets of Jan Bell Marketing, Inc. and its subsidiaries (the "Company") as of December 31, 1993 and 1992, and the related consolidated statements of operations, stockholders' equity, and cash flows for each of the three years in the period ended December 31, 1993. Our audits also included the financial statement schedules listed at Item 14(a)(2). These financial statements and financial statement schedules are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements and financial statement schedules based on our audits.

We conducted our audits in accordance with generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, such financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 1993 and 1992, and the results of their operations and their cash flows for each of the three years in the period ended December 31, 1993 in conformity with generally accepted accounting principles. Also, in our opinion, such financial statement schedules, when considered in relation to the basic consolidated financial statements taken as a whole, present fairly, in all material respects, the information set forth therein.

/s/ DELOITTE & TOUCHE

Certified Public Accountants
Fort Lauderdale, Florida

March 31, 1994

JAN BELL MARKETING, INC.
CONSOLIDATED BALANCE SHEETS
(AMOUNTS SHOWN IN THOUSANDS EXCEPT SHARE AND PER SHARE DATA)

<TABLE>
<CAPTION>

	DECEMBER 31, 1993	DECEMBER 31, 1992
<S>	<C>	<C>
ASSETS		
Current Assets:		
Cash and cash equivalents	$ 30,178	$ 49,634
Accounts receivable (net of allowance for doubtful accounts and sales returns of $3,428 and $5,005)	22,064	66,794

Inventories (Notes C and D)	177,538	106,739
Refundable income taxes (Note H)	15,075	5,387
Prepaid expenses	1,103	1,344
Other current assets	1,914	2,082
Total current assets	247,872	231,980
Property, net (Note E)	28,846	20,804
Excess of cost over fair value of net assets acquired (Notes C and G)	27,850	28,979
Customer deposit (Note B)	---	15,822
Other assets (Note B)	7,686	4,373
	$312,254	$301,958

LIABILITIES AND STOCKHOLDERS' EQUITY

Current Liabilities:		
Accounts payable	$ 29,339	$ 25,851
Accrued expenses	8,734	4,122
Accrued lease payment	1,877	1,882
Liability for inventory repurchased (Note B)	33,426	---
Deferred income taxes (Note H)	---	2,082
Total current liabilities	73,376	33,937
Long-term debt (Note F)	33,496	33,047
Commitments and contingencies (Note I)		
Stockholders' Equity (Notes I and K)		
Common stock, $.0001 par value, 50,000,000 shares authorized, 25,851,738 and 26,553,664 shares issued	3	3
Additional paid-in capital	180,367	182,158
Retained earnings (Note F)	28,871	64,595
	209,241	246,756
Treasury stock, at cost (1,120,700 shares)	---	(8,468)
Deferred compensation	(3,859)	(3,314)
	205,382	234,974
	$312,254	$301,958

</TABLE>

See notes to consolidated financial statements.

JAN BELL MARKETING, INC.
CONSOLIDATED STATEMENTS OF OPERATIONS
(AMOUNTS SHOWN IN THOUSANDS EXCEPT SHARE AND PER SHARE DATA)

<TABLE>
<CAPTION>

	Years ended December 31,		
	1993	1992	1991
<S>	<C>	<C>	<C>
Net sales	$275,177	$333,521	$224,261
Less:			
Effect of Sam's agreement (Note B)	99,718	---	---
	175,459	333,521	224,261
Cost of sales	245,310	276,872	184,447

Less:			
Effect of Sam's agreement (Note B)	79,687	---	---
	165,623	276,872	184,447
Gross profit	9,836	56,649	39,814
Interest and other income	635	550	3,033
	10,471	57,199	42,847
Selling, general and administrative expenses	44,492	34,826	23,685
Other costs (Notes B and J)	10,217	---	6,440
Interest expense	3,195	916	2,419
Income (loss) before income taxes and minority interest	(47,433)	21,457	10,303
Income tax provision (benefit) (Note H)	(11,709)	6,682	2,674
Minority interest	--	---	684
Net income (loss)	$(35,724)	$ 14,775	$ 6,945
Net income (loss) per common share	$ (1.40)	$ .59	$ .31
Weighted average number of common shares	25,484,544	25,164,798	22,624,956

</TABLE>

See notes to consolidated financial statements.

JAN BELL MARKETING, INC.
CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY
(AMOUNTS IN THOUSANDS EXCEPT SHARE AND SHARE DATA)

<TABLE>
<CAPTION>

	Common Shares Issued	Common Stock	Paid-in Capital	Retained Earnings	Treasury Stock	Deferred Compensation	Total Stockholders' Equity
<S>	<C>	<C>	<C>	<C>	<C>	<C>	<C>
Balance at December 31, 1990	22,346,131	$ 2	$138,531	$ 42,875	$(8,468)		$172,940
Purchase plan exercise	4,142		25				25
Exercise of options	126,819		1,051				1,051
Issuance of common stock	2,646,688	1	26,246				26,247
Stock bonus plan issuance	325,000		4,392			$(4,392)	---
Tax benefit on exercise of stock options			243				243
Amortization of deferred compensation						797	797
Net income				6,945			6,945
Balance at December 31, 1991	25,448,780	3	170,488	49,820	(8,468)	(3,595)	208,248
Purchase plan exercise	12,101		133				133
Exercise of options	844,178		8,132				8,132
Issuance of common stock	63,688		550				550
Exercise of warrants	141,717						
Stock bonus plan issuance	43,200		584			(584)	---
Tax benefit on exercise of stock options			2,271				2,271
Amortization of deferred compensation						865	865
Net income				14,775			14,775
Balance at December 31, 1992	26,553,664	3	182,158	64,595	(8,468)	(3,314)	234,974
Purchase plan exercise	12,236		112				112
Exercise of options	37,580		323				323

Issuance of common stock	63,688		550				550
Stock bonus plan issuance	331,500		5,925			(5,925)	
Repurchase of common stock					(258)		(258)
Retirement of treasury stock	(1,149,500)		(8,726)		8,726		
401(k) Plan contribution	2,570		25				25
Amortization of deferred compensation						5,380	5,380
Net loss				(35,724)			(35,724)
Balance at December 31, 1993	25,851,738	$ 3	$180,367	$ 28,871	$ - 0 -	$(3,859)	$205,382

</TABLE>

See notes to consolidated financial statements.

JAN BELL MARKETING, INC.
CONSOLIDATED STATEMENTS OF CASH FLOWS
(AMOUNTS SHOWN IN THOUSANDS)

<TABLE>
<CAPTION>

	Years ended December 31,		
	1993	1992	1991
<S>	<C>	<C>	<C>
Cash flows from operating activities:			
Cash received from customers	$319,907	$ 303,951	$222,541
Cash paid to suppliers and employees	(324,893)	(296,273)	(210,699)
Interest and other income received	635	411	2,313
Interest paid	(3,195)	(348)	(1,982)
Income tax refunds received	4,297	---	---
Income taxes paid	(3,798)	(9,109)	(3,333)
Cash paid for customer deposit	---	---	(17,822)
Net cash (used in) operating activities	(7,047)	(1,368)	(8,982)
Cash flows from investing activities:			
Capital expenditures -- net	(12,611)	(6,693)	(4,388)
Acquisition costs	---	---	(600)
Increase in other assets	---	(966)	(615)
Net cash (used in) investing activities	(12,611)	(7,659)	(5,603)
Cash flows from financing activities:			
Net (repayments) borrowings under lines of credit	---	---	(18,001)
Proceeds from long-term debt financing	---	35,000	---
Debt financing costs	---	(1,953)	---
Proceeds from exercise of options	323	8,132	1,294
Proceeds from issuance of common stock	25	---	---
Stock purchase plan payments withheld	112	104	61
Distribution of minority interest	---	---	(2,569)
Purchase of treasury stock	(258)	---	---
Net cash provided by			

(used in) financing activities	202	41,283	(19,215)
Net increase (decrease) in cash and cash equivalents	(19,456)	32,256	(33,800)
Cash and cash equivalents at beginning of year	49,634	17,378	51,178
Cash and cash equivalents at end of year	$ 30,178	$ 49,634	$ 17,378

</TABLE>

JAN BELL MARKETING, INC.
CONSOLIDATED STATEMENTS OF CASH FLOWS
(AMOUNTS SHOWN IN THOUSANDS)
(CONTINUED)

<TABLE>
<CAPTION>

	Years ended December 31,		
	1993	1992	1991
<S>	<C>	<C>	<C>
Reconciliation of net income (loss) to net cash (used in) operating activities:			
Net income (loss)	$(35,724)	$14,775	$ 6,945
Adjustments to reconcile net income to net cash provided by (used in) operating activities:			
Depreciation and amortization	6,761	5,076	3,893
Minority interest in consolidated joint venture	---	---	685
Stock compensation expense	5,929	1,415	1,346
Debt financing costs	449	---	---
(Increase) decrease in assets:			
Accounts receivable (net)	44,730	(29,571)	(1,721)
Inventories	(70,799)	(4,348)	(8,922)
Refundable income taxes	(9,688)	---	---
Prepaid expenses	241	(536)	937
Other assets	(4,207)	(1,559)	1,206
Customer deposit	15,822	---	(17,822)
Increase (decrease) in liabilities:			
Accounts payable	3,488	14,357	3,971
Accrued expenses	4,607	1,268	2,683
Liability for inventory repurchased	33,426	---	---
Deferred income taxes	(2,082)	(2,245)	(2,183)
Net cash (used in) operating activities	$ (7,047)	$(1,368)	$ (8,982)

</TABLE>

See notes to consolidated financial statements.

JAN BELL MARKETING, INC.
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
YEARS ENDED DECEMBER 31, 1993, 1992 AND 1991

A. The Company:

The Company is principally engaged in the sale of jewelry, watches and other consumer products through leased departments in wholesale clubs and through its own wholesale operations.

B. Agreement with Sam's Wholesale Club:

In May 1993, the Company entered into an agreement (the "Agreement") to operate an exclusive leased department at all existing and future Sam's Wholesale Club ("Sam's") locations through February 1, 1999. Under the terms of the Agreement, the Company repurchased Sam's existing inventory which included goods Sam's had previously purchased from the Company as well as from other vendors. As consideration for entering into the Agreement, the Company paid to Sam's a one-time fee of $7.0 million, which is included in Other Assets in 1993 and is being amortized over the term of the Agreement. The unamortized amount as of December 31, 1993 was approximately $6.7 million. The Company will pay Sam's a tenancy fee of 9 1/4% of future net sales.

As a result of this new Agreement with Sam's, the Company recorded a sales reversal of $99.7 million for the amount of inventory previously sold by Jan Bell to Sam's which became subject to repurchase. In addition, cost of sales was reduced by $79.7 million resulting in a $20.0 million one-time charge to pre-tax earnings. The Company had originally estimated the amount of inventory subject to be repurchase at $77.1 million and the related cost of sales at $59.0 million which resulted in an $18.1 million one-time charge to pre-tax earnings which was recorded in the first quarter of 1993. In connection with the transition to become a fully-integrated retailer, Jan Bell also incurred approximately $6.0 million (included in "Other Costs"), including additional one-time charges for costs such as hiring and training personnel, systems implementations, other activities related to commencing operations under the new Agreement, and

the transition to primarily retail operations, and a valuation adjustment for certain inventory acquired which Sam's had purchased from other vendors. As of year end, the Company owed Sam's approximately $42.5 million, of which approximately $33.4 million is for inventory repurchased from Sam's and approximately $9.1 million which is included in accounts payable, for certain third party merchandise acquired by the Company from Sam's. Final payment of this amount is due in May 1994.

A refundable non-interest bearing cash deposit of $17.8 million was paid with Sam's in 1991 in consideration for the Company becoming the primary jewelry vendor over the term of the agreement and any renewals. In July 1992, the Company and Sam's agreed to reduce the amount of the deposit to be refunded to $15.8 million. The $2.0 million reduction represented a payment for the extension of the Agreement for a three year period from February 1, 1994 to February 1, 1997. The aggregate $17.8 million was applied towards the $7.0 million one-time fee and the repurchased inventory.

During 1991, the Company entered into an agreement with Pace Membership Warehouse ("Pace") to operate leased jewelry departments at all present and future Pace locations and to merchandise fine jewelry, watches, fragrances, fine writing instruments and sunglasses on an exclusive basis until January 1997. The Pace agreement required payments based upon a percentage of monthly net sales subject to an adjustment based on Pace total merchandise sales growth.

In November 1993, Wal-Mart Stores, Inc. announced that it would purchase most of the Pace locations and operate them as Sam's. The Pace locations not being acquired would be closed. At that time, the Company was operating leased jewelry departments at all 117 Pace locations, 30 of which were closed and 87 were converted to Sam's during January 1994. The Company is operating leased jewelry departments in the converted Pace locations in accordance with the Sam's Agreement through February 1, 1999. Included in selling, general and administrative expenses are $648,000 in direct costs associated with the Pace location closings.

Net sales to certain customer relationships which exceed ten percent of the Company's net sales for the respective periods were as follows:

<TABLE>
<CAPTION>

	Customer relationship (in thousands)	
	Sam's	Pace
<S>	<C>	<C>
Years ended December 31,		
1993	$169,686	$64,018
1992	200,067	69,498
1991	116,076	39,148

</TABLE>

C. Summary of Significant Accounting Policies:

(1) Principles of Consolidation -- The consolidated financial statements include the accounts of the Company and its wholly-owned subsidiaries. All significant intercompany accounts and transactions have been eliminated in the consolidation.

(2) Sales of Consignment Merchandise -- Income is recognized on the sale of consignment merchandise at such time as the merchandise is sold by the consignee.

(3) Allowance for Sales Returns -- The Company generally gives its customers the right to return merchandise purchased by them and records an allowance for the amount of gross profit on estimated returns.

(4) Hedging Activities -- The Company uses gold commodities futures contracts to hedge gold inventories. Commodity futures contracts are contracts for delayed delivery of commodities in which the seller agrees to make and the purchaser agrees to take delivery at a specified future date of a specified commodity, at a specified price. Risks arise from the possible inability of counterparties to meet the terms of their contracts and from movements in commodity values and interest rates. Gains and losses on futures used to hedge gold inventories valued at cost are deferred and included in the determination of income upon disposition of such inventories. Gains and losses on futures contracts used to hedge gold inventories valued at market are included in the determination of income currently. At December 31, 1993, the Company had futures contracts maturing at various dates through December 1994 to purchase 277,000 ounces and sell 308,400 ounces of gold at various specified prices for an aggregate of $95.2 million and $120.6 million, respectively. U.S. Treasury securities with a carrying value of $500,000 and $350,000 at December 31, 1993 and 1992, respectively, have been pledged to cover margin requirements under futures contracts. The Company is in the process of evaluating the need for continued hedging activities due to its transition from being primarily a wholesale operation to being primarily a retail operation.

(5) Inventories -- Inventories of precious and semi-precious stones and gem jewelry-related merchandise (and associated gold) watches, and other consumer products are valued at the lower of cost (first-in, first-out method) or market.

Inventories of gold jewelry-related merchandise, exclusive of the gold component of precious and semi-precious gem jewelry related inventories, are valued principally at market, which includes adjustments for unrealized gains or losses.

Costs of activities related to acquiring, receiving, preparing and distributing inventory to the point of being ready for sale are included in inventory.

(6) Property -- Property is stated at cost and is depreciated using the straight-line method over the estimated useful lives of the respective assets.

JAN BELL MARKETING, INC.
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
YEARS ENDED DECEMBER 31, 1993, 1992 AND 1991
(continued)

(7) Income Taxes -- The Company adopted Statement of Financial Accounting Standards No. 109, "Accounting for Income Taxes," ("SFAS No. 109") effective January 1, 1993. This Statement supersedes SFAS No. 96, "Accounting for Income Taxes," which was adopted by the Company in 1988. During 1993, the Company provided deferred taxes in accordance with SFAS No. 109 for the future effects on income taxes of temporary differences between financial reporting and tax bases of assets and liabilities.

(8) Net Income (Loss) Per Common Share -- Net income (loss) per common share is based upon the weighted average number of shares of common stock outstanding in each period, adjusted for the dilutive effects, if any, of options granted under the Company's option plans.

(9) Cash and Cash Equivalents -- For the purpose of the statements of cash flows, the Company considers all highly-liquid investments purchased with maturities of three months or less to be cash equivalents.

(10) Cost in Excess of Fair Value of Assets Acquired -- Cost in excess of fair value of assets acquired, which arises from acquisitions, is amortized on a straight-line basis over 20 to 30 years. Accumulated amortization of these assets at December 31, 1993 and 1992 was approximately $2.7 million and $1.6 million, respectively. Amortization expense for 1993, 1992 and 1991 was approximately $1.1 million, $1.1 million and $0.5 million, respectively.

(11) Reclassifications - Certain reclassifications have been made to the 1992 and 1991 consolidated financial statements to conform to the 1993 presentation.

D. Inventories:

Inventories are summarized as follows:

	December 31, 1993	December 31, 1992
	(amounts shown in thousands)	
Precious and semi-precious jewelry-related merchandise (and associated gold):		
Raw materials	$ 10,885	$ 12,103
Finished goods	57,158	33,209
Gold jewelry-related merchandise:		
Raw materials	13	492
Finished goods	26,794	12,592
Watches	62,688	41,387
Other consumer products	20,000	6,956
	$177,538	$106,739

JAN BELL MARKETING, INC.
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
YEARS ENDED DECEMBER 31, 1993, 1992 AND 1991
(continued)

E. Property:

The components of property are as follows:

	December 31, 1993	December 31, 1992

	(amounts shown in thousands)	
<S>	<C>	<C>
Land	$ 4,171	$ 4,171
Buildings	4,384	4,908
Furniture and fixtures	26,649	19,299
Leasehold improvements	514	187
Automobiles and trucks	892	865
	36,610	29,430
Less accumulated depreciation	(12,055)	(8,626)
	24,555	20,804
Construction in progress-distribution center	4,291	---
	$ 28,846	$ 20,804

</TABLE>

Depreciation expense for the years ended December 31, 1993, 1992 and 1991 was approximately $4.6 million, $3.6 million and $2.8 million, respectively.

F. Financing Arrangements

The Company finalized in August 1992 a $50 million two year unsecured revolving bank credit facility. The bank credit facility, which was due to expire in August 1994 and bears interest at the bank's prime rate or two percent over LIBOR (London Interbank Offered Rate) or the applicable secondary CD rate, was renewed for $25 million and extended to February 1, 1995. In addition, the Company is seeking renewal of the remaining $25 million. In October 1992, the Company finalized a $35 million unsecured private placement of senior notes with an interest rate of 6.99%. Semi-annual interest payments on the notes began in April 1993 and annual principal payments of $6.5 million commence in April 1996 with a final $9.0 million principal payment due in October 1999. Each of these financing agreements require the Company to maintain various financial ratios and covenants and with respect to the bank credit facility, prohibit dividend payments. As of year-end, the Company had violated certain covenants in the foregoing arrangements with respect to fixed charge coverage. The Company has obtained waivers and amendments with respect to such violations and amendments to make such violated covenants less restrictive for the next fiscal year.

In connection with issuing the senior notes, the Company entered into agreements to protect against interest rate increases while preparing the documentation and completing other activities necessary to obtain fixed interest rate commitments from the purchasers of the senior notes. The impact of these arrangements resulting from decreases in interest rates has been deferred as debt financing costs and are amortized using the interest method over the term of the senior notes.

Information concerning the Company's short-term borrowings follows:

<TABLE>
<CAPTION>

	Year ended December 31,		
	1993	1992	1991
(amounts shown in thousands)			
<S>	<C>	<C>	<C>
Maximum borrowings outstanding during the period...........	$19,950	$29,400	$30,431
Average outstanding balance during the period...........	5,607	4,092	20,969
Weighted average interest rate for the period.............	6.00%	6.00%	8.44%

</TABLE>

G. Joint Venture and Acquisition:

In May 1990, the Company and a watch distributor formed a joint venture partnership, Big Ben '90. The Company contributed $10.0 million to the partnership's capital and received a 50.1% controlling interest and, accordingly, the accounts of the partnership have been consolidated in the accompanying financial statements.

During September 1991, the Company acquired the remaining minority interest, in exchange for 2,583,000 newly issued shares of the Company's common stock. The acquisition was accounted for under the purchase method of accounting. Proforma consolidated net income for 1991, assuming the acquisition of the minority interest had occurred as of January 1, 1991, is $6.7 million ($.27 per share).

H. Income Taxes:

Effective January 1, 1993, the Company adopted SFAS No. 109. SFAS No. 109 supersedes SFAS No. 96, "Accounting for Income Taxes," which the Company previously used. There was no material effect of adopting SFAS No. 109 on the Company's financial statements.

Under SFAS 109, deferred income taxes reflect the net tax effects of (a) temporary differences between the carrying amounts of assets and liabilities for financial reporting purposes and the amounts used for income tax purposes, and (b) operating loss and tax credit carryforwards. The tax effects of significant items composing the Company's net deferred tax liability as of January 1, and December 31, 1993 are as follows:

<TABLE>
<CAPTION>

	December 31, 1993	January 1, 1993
	(amounts shown in thousands)	
<S>	<C>	<C>
Deferred Tax Liabilities:		
Difference between book and tax basis of property	$ 331	$ 401
Unrealized gains on hedging, net	5,483	3,415
Other	34	173
	5,848	3,989
Deferred Tax Assets:		
Sales returns and doubtful accounts allowances not currently deductible	1,942	1,882
Inventory reserves not currently deductible	579	---
Federal net operating loss and tax credit carryforward	5,084	---
State net operating loss carryforward	3,376	---
Charitable contribution carryforward	43	---
Other	1,660	25
	12,684	1,907
Valuation allowance	6,836	---
Net Deferred Tax Liability	$ ---	$ 2,082

</TABLE>

JAN BELL MARKETING, INC.
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
YEARS ENDED DECEMBER 31, 1993, 1992 AND 1991
(continued)

The components of income (loss) before taxes are as follows:

	1993	1992	1991
	Years ended December 31, (amounts shown in thousands)		
Domestic	$(51,665)	$14,132	$ 7,692
Foreign	4,232	7,325	2,611
	$(47,433)	$21,457	$10,303

The current and deferred income tax components of the provision (benefit) for income taxes consist of the following:

	1993	1992	1991
	Years ended December 31, (amounts shown in thousands)		
Current:			
Federal	$(10,170)	$ 6,887	$ 3,491
State	---	1,165	601
Foreign	543	875	75
	(9,627)	8,927	4,167
Deferred:			
Federal	(1,778)	(1,917)	(1,293)
State	(304)	(328)	(200)
	(2,082)	(2,245)	(1,493)
	$(11,709)	$ 6,682	$ 2,674

The provision (benefit) for income taxes varies from the amount computed by applying the statutory rate for reasons summarized below:

	1993	1992	1991
	Years ended December 31,		
Statutory rate	35.0%	34.0%	34.0%
Benefit of graduated rates	(1.0)	--	--
State taxes (net of federal benefit)	.4	2.6	2.6
Tax effect of income from foreign subsidiaries	1.9	(7.5)	(8.6)
Tax effect of minority interest in consolidated joint return	--	--	(2.3)
Valuation allowance	(14.4)	--	--
Other	2.8	2.0	.2

	24.7%	31.1%	25.9%
	====	====	====

</TABLE>

The Company will have a federal net operating loss carryforward, after carryback, of approximately $12.6 million and a state net operating loss carryforward of approximately $48.2 million. The Federal net operating loss carryforward expires in 2008 and the state net operating loss carry forward expires beginning in 1998 through 2008. The Company also will have an alternative minimum tax credit carryforward of $794,000 to offset future federal income taxes.

At the time the Company purchased Exclusive Diamonds International, Limited ("EDI") in August of 1990, EDI applied to and received from the Israeli government under the Capital Investments Law of 1959 "approved enterprise" status, which results in reduced tax rates given to foreign owned corporations to stimulate the export of Israeli manufactured products. The benefit to the Company amounted to approximately $1.2 million or $0.05 per share, $2.0 million or $0.08 per share, and $1.1 million or $0.05 per share in 1993, 1992, and 1991, respectively. The "approved enterprise" tax benefit is available to the Company until the year 2000.

The Company has not provided federal and state taxes on approximately $12.4 million of undistributed earnings of foreign subsidiaries which it considers invested in such subsidiaries indefinitely. The amount of unrecognized deferred tax liability on the unremitted earnings of the foreign subsidiaries at December 31, 1993 approximates $4.6 million exclusive of any benefit from utilization of foreign tax credits. At December 31, 1993, the Company has approximately $1.3 million of unrecognized foreign tax credits which, depending on circumstances, may be available to reduce federal income taxes on the unremitted earnings of the foreign subsidiaries in the event such earnings are repatriated.

I. Commitments and Contingencies:

(1) The Company leases approximately 84,000 square feet of office and warehouse space in various locations. Such leases expire between March 1994 and June 1997. The aggregate commitment under such leases was $1.5 million at December 31, 1993.

(2) At December 31, 1993 commitments under letters of credit amounted to $9.0 million.

(3) The Company has entered into employment agreements with certain employees providing for minimum annual compensation of $2.8 million in the aggregate between 1994 through 1997. Five of these agreements provide for additional annual compensation aggregating three and one-half percent of income before income taxes and after minority interest.

(4) During 1994, under various licensing and agency agreements, the Company is obligated to pay minimum amounts approximating $2.7 million in the aggregate between 1994 through 1998.

(5) The Company has issued warrants to purchase 700,000 shares of common stock. The warrants expire December 16, 1998 and have an exercise price of $24.70.

(6) In connection with the acquisition of EDI, the Company entered

into non-compete agreements with the prior owners which provide for the issuance of an aggregate of 317,881 shares of the Company's common stock over five years commencing August 1991. During 1991, 1992 and 1993, 63,688 shares valued at $550,000 were issued each year.

J. Legal Proceedings and Other Costs:

The Company is from time to time involved in litigation incident to the conduct of its business. While it is not possible to predict with certainty the outcome of such matters, management believes that all litigation currently pending to which the Company is a party will not have a material adverse effect on the Company's financial position and results of operations.

Other costs in 1991 include expenses of $2.0 million incurred as a result of the terminated acquisition of Michael Anthony Jewelers, Inc. in August of that year. Such costs include legal, accounting, investment banking and certain compensation related expenses. Additionally, $4.4 million in other costs reflects the expense for the settlement of the class action litigation which includes the amounts of cash paid, legal and other professional expenses, estimated value of the warrants issued, and certain costs which resulted from terminated customer relationships that were involved in the litigation.

Included in Other Costs in 1993 are the $6.0 million in charges discussed in Note B related to the Sam's agreement and retail transition. Also included are compensation costs of $4.2 million in connection with the departure of Mr. Mills as Chairman of the Board of Directors on March 29, 1994, consisting primarily of the acceleration of vesting of previously granted stock bonus awards and amounts due under his employment contract.

K. Stock Benefit Plans:

The Company maintains various stock option, bonus and purchase plans for the benefit of its employees, officers, directors and certain third parties. A summary of the activity in the stock option plans is as follows:

<TABLE>
<CAPTION>

	STOCK OPTION PLANS SHARES	PRICE
<S>	<C>	<C>
Outstanding, December 31, 1990	1,057,500	$ 7.88-14.09
Granted	484,500	$ 9.63-14.50
Exercised	(126,819)	$ 7.88-14.09
Expired/cancelled	---	---
Outstanding, December 31, 1991	1,415,181	$ 7.88-14.50
Granted	537,500	$13.50-14.50
Exercised	(844,178)	$ 7.88-14.09
Expired/cancelled	(62,123)	---
Outstanding, December 31, 1992	1,046,380	$ 7.88-14.50
Granted	954,675	$ 9.00-19.63
Exercised	(37,580)	$ 7.88-13.25
Expired/cancelled	(92,286)	$ 7.88-13.50
Outstanding, December 31, 1993	1,871,189	$ 7.88-19.63
Shares reserved under the Plans	3,497,609	

</TABLE>

As of December 31, 1993, options to purchase 596,743 shares were exercisable.

Bonus shares have been granted to various executive officers. Deferred compensation relating to these plans is included in stockholders' equity and is being amortized to expense over the term of the agreements.

A total of 562,500 shares are reserved for issuance under the Employee Stock Purchase Plan of which 12,236, 12,101, and 4,142 shares were issued during the years ended December 31, 1993, 1992 and 1991, respectively.

L. Fair Value of Financial Instruments:

The following disclosure of the estimated fair value of financial instruments is made in accordance with the requirements of SFAS No. 107, "Disclosures About Fair Value of Financial Instruments." The estimated fair value amounts have been determined by the Company, using available market information and appropriate valuation methodologies. However, considerable judgment is necessarily required in interpreting market data to develop the estimates of fair value.

JAN BELL MARKETING, INC.
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
YEARS ENDED DECEMBER 31, 1993, 1992 AND 1991
(continued)

Accordingly, the estimates presented herein are not necessarily indicative of the amounts that would be realized in a current market exchange. The use of different market assumptions and/or estimation methodologies may have a material effect on the estimated fair value amounts.

(1) Cash and Cash Equivalents, Accounts Receivable, Accounts Payable, Accrued Expenses, and Liability for Inventory Repurchased -- The carrying amount of these items are a reasonable estimate of their fair value.

(2) Long Term Debt -- The present value of the future principal and interest payments on the senior notes issued in October, 1992 is used to estimate fair value for this debt which is not quoted on an exchange. The notes have a net book value of $33.5 million and are estimated to have a fair value at December 31, 1993 and 1992 of approximately $36.2 million and $37.0 million, respectively.

(3) Gold Futures Contracts -- The fair value of gold futures contracts is the amount at which they could be settled, based on market prices on commodity exchanges. At December 31, 1993 and 1992 open gold futures contracts are included in the financial statements at their fair value which approximates $13.2 million and $9.9 million, respectively.

(4) Letters of Credit -- Letters of credit principally support corporate obligations. At December 31, 1993, $4.1 million of commercial letters of credit expire within a 30 day period, and $4.9 million of standby letters of credit expire within a 120 day period. At December 31, 1992, $2.0 million of commercial letters of credit expired within a 30 day period, and $1.1 million of standby letters of credit expired within a 334 day period. The estimated fair value, which is estimated using fees currently charged for similar arrangements, is insignificant.

JAN BELL MARKETING, INC.
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
YEARS ENDED DECEMBER 31, 1993, 1992 AND 1991
(continued)

M. Selected Quarterly Financial Data (unaudited):

<TABLE>
<CAPTION>

	Quarters Ended			
	March 31,	June 30,	September 30,	December 31,

(In thousands, except per share data)

<S>	<C>	<C>	<C>	<C>
1993				
Net Sales......................	$ 45,571	$ 49,845	$ 42,601	$ 137,160
Less: Effect of Sam's agreement (1)................	77,052	---	---	22,666
	(31,481)	49,845	42,601	114,494
Cost of sales..................	36,934	41,319	36,547	130,510
Less: Effect of Sam's agreement (1)................	58,945	---	---	20,742
	(22,011)	41,319	36,547	109,768
Gross Profit (loss)............	(9,470)	8,526	6,054	4,726
Net Income (loss) (2)..........	(10,154)	181	(2,887)	(22,864)
Net income (loss) per Common Share.........................	(.40)	.01	(.11)	(.90)
1992				
Net Sales......................	$ 40,010	$ 60,736	$ 80,014	$ 152,761
Gross Profit...................	7,473	11,417	15,529	22,230
Net Income.....................	1,399	2,926	4,665	5,785
Income per Common Share........	.06	.12	.19	.23

</TABLE>

(1) As a result of the new agreement with Sam's, the Company recorded a sales reversal of $99.7 million for the amount of inventory previously sold by Jan Bell to Sam's which became subject to repurchase. In addition, cost of sales was reduced by $79.7 million resulting in a $20.0 million one-time charge to pre-tax earnings. In the first quarter of 1993, the Company had estimated the amount of inventory subject to repurchase at $77.1 million and the related cost of sales at $59.0 million which resulted in an $18.1 million one-time charge to pre-tax earnings.

(2) Pre-tax income in the fourth quarter of 1993 was decreased by (a) Other Costs consisting of $5.2 million of one-time charges related to the Sam's agreement and other retail transition costs, and compensation expense of $4.2 million related to the departure of the Company's Chairman of the Board and (b) adjustments for slow-moving and damaged inventory and shrinkage of approximately $8.5 million.

ITEM 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE

There has been no Form 8-K filed within 24 months prior to the date of the most recent financial statements reporting a change of accountants or reporting disagreements on any matter of accounting principle or financial statement disclosure.

PART III

ITEMS 10 THROUGH 13.

Within 120 days after the close of the fiscal year, the Company intends to file with the Securities and Exchange Commission a definitive proxy statement pursuant to Regulation 14A which will involve the election of directors. The answers to Items 10 through 13 are incorporated by reference pursuant to General Instruction G(3); provided, however, the Compensation Committee Report, the Performance Graphs, and all other items of such report that are not required to be incorporated are not incorporated by reference into this Form 10-K or any other filing with the Securities and Exchange Commission by the Company.

PART IV

ITEM 14. EXHIBITS, FINANCIAL STATEMENT SCHEDULES, AND REPORTS ON FORM 8-K

(a)(1) Financial Statements. The following is a list of the financial statements of Jan Bell Marketing, Inc. included in Item 8 of Part II.

Independent Auditors' Report.

Consolidated Balance Sheets - December 31, 1993 and 1992.

Consolidated Statements of Operations - Years Ended December 31, 1993, 1992 and 1991.

Consolidated Statements of Stockholders' Equity - Years Ended December 31, 1993, 1992 and 1991.

Consolidated Statements of Cash Flows - Years Ended December 31, 1993, 1992 and 1991.

Notes to Consolidated Financial Statements.

(a)(2) Financial Statement Schedules. The following is a list of financial statement schedules filed as part of this annual report on Form 10-K: Schedule II and Schedule VIII. All other schedules are omitted because they are not applicable, or not required, or because the required information is included in the financial statements or notes thereto.

(a)(3) The following list of schedules and exhibits are incorporated by reference as indicated in this Form 10-K:

<TABLE>
<CAPTION>

EXHIBIT NUMBER		DESCRIPTION
<S>		<C>
2.1	-	Acquisition of Joint Venture Interest. Incorporated by reference from Company's Form 8-K filed in October 1991.
3.1	-	Certificate of Incorporation. Incorporated by reference from Company's Form S-1 (No. 33-15347) declared effective in August 1987.
3.2	-	Bylaws. Incorporated by reference from Company's Form 8-K filed in July 1993.
4.1	-	Specimen Certificate. Incorporated by reference from Company's Form 10-K filed in March 1991.
4.2	-	Jan Bell Marketing, Inc. 1987 Stock Option Plan. Incorporated by reference from Company's Form 10-K filed in March 1991.
4.3	-	Jan Bell Marketing, Inc. Employee Stock Purchase Plan. Incorporated by reference from Company's Form 10-K filed in March 1991.
4.4	-	Jan Bell Marketing, Inc. 1990 Stock Bonus Plan. Incorporated by reference from Company's Form 10-K filed in March 1991.
4.5	-	Jan Bell Marketing, Inc. 1991 Stock Bonus Plan. Incorporated by reference from Company's Definitive Proxy Statement filed in April 1991.
4.6	-	Jan Bell Marketing, Inc. 1991 Stock Option Plan. Incorporated by reference from Company's Definitive Proxy Statement filed in April 1993.
10.1	-	Employment Agreement dated August 1, 1991 between Alan Lipton and the Company. Incorporated by reference from Company's Form 10-K filed in March 1992.
10.2	-	Amended Employment Agreement dated August 1, 1991 between Lee Mills and the Company. Incorporated by reference from Company's Form 10-K filed in March 1992.
10.3	-	Employment Agreement dated May 1, 1991 between Richard Bowers and the Company. Incorporated by reference from Company's Form 10-K filed in March 1992.
10.4	-	Form of Indemnification Agreement. Incorporated by reference from Company's Form S-1 (No. 33-26947) declared effective in February 1989.
10.5	-	Credit Agreement dated August 6, 1992. Incorporated by reference from Company's Form 10-Q filed in November 1992.
10.6	-	Note Purchase Agreement dated October 8, 1992. Incorporated by reference from Company's Form 10-Q filed in November 1992.
10.7	-	Agreement with Sam's dated July 19, 1993. Incorporated by reference from Company's 8-K filed in July 1993.
10.8	-	Employment Agreement dated May 4, 1993 between Frank S. Fuino, Jr. and the Company.
10.9	-	Addendum to Sam's Agreement dated July 19, 1993.

10.10	-	Waiver and First Amendment to Note Purchase Agreement dated October 8, 1992.
10.11	-	Waiver and Second Amendment to Note Purchase Agreement dated October 8, 1992.
10.12	-	Modification to Credit Agreement dated August 6, 1992.
21.1	-	Subsidiaries of Registrant:
		Wholly-owned subsidiaries of the Company include JBM Venture Co., Inc., JBM Retail Company, Inc., Delaware corporations, Exclusive Diamonds International, Ltd., an Israeli company, Jan Bell de Mexico, S.A. de C.V., and Elico Mexicana, a Mexican corporation, and Jan Bell Marketing/Puerto Rico, Inc., a Puerto Rican corporation.
23.1	-	Consent of Deloitte & Touche
(b)		Reports on Form 8-K. The Company filed reports on Form 8-K during the fourth quarter ending December 31, 1993 as follows:
		None

</TABLE>

SCHEDULE II.

JAN BELL MARKETING, INC.
AMOUNTS RECEIVABLE FROM RELATED PARTIES AND
UNDERWRITERS, PROMOTERS AND EMPLOYEES OTHER
THAN RELATED PARTIES
(Amounts shown in thousands)

Name of Debtor	Balance at Beginning of Period	Additions	Deductions	Amounts Written Off	Balance at End of Period
Richard Bowers					
Year Ended:					
December 1991	--	$ 125	--	--	$ 125
December 1992	$ 125	--	$ 125	--	--

SCHEDULE VIII.

JAN BELL MARKETING, INC.
VALUATION AND QUALIFICATION ACCOUNTS
(Amounts shown in thousands)

Description	Beginning Balance	Charged to Costs and Expenses	Deductions	Ending Balance
December 31, 1991				
Allowance for Doubtful Accounts	$ 30	--	--	$ 30
Allowance for Sales Returns	$2,232	6,901	5,913	$3,220
December 31, 1992				

Allowance for Doubtful Accounts	$ 30	200	--	$ 230
Allowance for Sales Returns	$3,220	7,145	5,590	$4,775
December 31, 1993				
Allowance for Doubtful Accounts	$ 230	594	74	$ 750
Allowance for Sales Returns	$4,775	24,531	26,628	$2,678
Allowance for Damaged and slow moving Inventory	$ 300	1,700	--	$2,000

</TABLE>

INDEX TO EXHIBITS

<TABLE>
<CAPTION>

EXHIBIT NUMBER		DESCRIPTION	SEQUENTIALLY NUMBERED PAGE
<S>	<C>	<C>	<C>
		SEE PAGE 51 FOR A COMPLETE LIST OF EXHIBITS FILED, INCLUDING EXHIBITS INCORPORATED BY REFERENCE FROM PREVIOUSLY FILED DOCUMENTS.	
10.8	-	Employment Agreement dated May 4, 1993 between Frank S. Fuino, Jr. and the Company.	
10.9	-	Addendum to Sam's Agreement dated July 19, 1993.	
10.10	-	Waiver and First Amendment to Note Purchase Agreement dated October 8, 1992.	
10.11	-	Waiver and Second Amendment to Note Purchase Agreement dated October 8, 1992.	
10.12	-	Modification to Credit Agreement dated August 6, 1992.	
21.1	-	Subsidiaries of Registrant: Wholly-owned subsidiaries of the Company include JBM Venture Co., Inc., JBM Retail Company, Inc., Delaware corporations, Exclusive Diamonds International, Ltd., an Israeli company, Jan Bell de Mexico, S.A. de C.V., and Elico Mexicana, a Mexican corporation, and Jan Bell Marketing/Puerto Rico, Inc., a Puerto Rican corporation.	
23.1	-	Consent of Deloitte & Touche	

</TABLE>

EXHIBIT 10.9

ADDENDUM

This Addendum is entered into as of, and is to be deemed effective, on March 30, 1994 (hereinafter the "Addendum"), between SAM'S CLUB, a division of Wal-Mart, Inc. (hereinafter "Sam's") and JBM RETAIL COMPANY, INC. (hereinafter "Jan Bell").

WHEREAS, the parties hereto have entered into an Agreement dated July 19, 1993 (the "Agreement"); and

WHEREAS, Sam's and Jan Bell now desire to amend the Agreement as hereinafter set forth;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants contained herein, Jan Bell and Sam's agree as follows:

Section 3.,Term. of the Agreement is hereby deleted in its entirety and the following language is inserted in its place:

3. Term.

(a) Subject to the provisions of Section 18, the primary term of this Agreement shall commence on the Commencement Date and shall continue until February 1, 2001 ("Primary Term").

(b) The Primary Term of this Agreement can be extended for one (1) successive five (5) year period following February 1, 2001 by the party desiring to extend the Agreement giving the other party notice of this desire at least one hundred eighty (180) days prior to the expiration of the Primary Term; however, the receiving party of the notice shall have thirty (30) days to notify the other party in writing of its desire to terminate the Agreement and the Agreement shall be terminated.

Sections 1. through 2. and 4. through 25. of the Agreement, included and made a part hereof by reference in this Addendum, remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum by their duly authorized officers as of the date set forth above.

JBM RETAIL COMPANY, INC.	SAM'S CLUB
By: /s/ Alan Lipton	By: /s/ Dean Sanders

Alan Lipton, President

Dean Sanders
President and
Chief Executive
Officer

EXHIBIT 10.10

WAIVER AND FIRST AMENDMENT

WHEREAS each of Metropolitan Life Insurance Company, Texas Life Insurance Company and The Great-West Life Assurance Company (collectively the "Holders") is a holder of the 6.99% Senior Notes (the "Notes") of Jan Bell Marketing, Inc., a Delaware corporation (the "Company"); and

WHEREAS the several Note Purchase Agreements (collectively the "Agreements") pursuant to which the Notes have been issued provide for consents, waivers and amendments of any provision of the Agreements or the Notes upon the consent of the Holders of all outstanding Notes; and

WHEREAS the Company has requested that this First Waiver and Amendment be entered into in light of the facts and circumstances referred to in Section 1 hereof,

NOW THEREFORE the Holders and the Company agree as follows, all terms not separately defined herein having the meaning given them in the Agreements:

1. Background. The Company has entered into an agreement dated July 19, 1993 with one of its Key Customers, Sam's Wholesale Club ("Sam's"), pursuant to which the Company will operate leased departments in certain Sam's locations and, in respect of such locations, will no longer sell inventory to Sam's for re-sale by it. The Company has informed the Holders that the repurchase of inventory currently owned by Sam's resulted in a one-time charge to earnings for the quarter ended March 31, 1993 and such arrangement has resulted in a Loss of Key Customer. The Company has further informed the Holders that the One-Time Charge (as hereinafter defined) has caused the Company not to be in compliance with the provisions of Section 8.8 as of the end of the Company's fiscal quarter ended June 30, 1993. The Company has further informed the Holders that (a) it requires this Waiver and First Amendment only in respect of the One-Time Charge to earnings in the quarter ended March 31, 1993 and not in respect of any charges which may be taken in any other fiscal period and (b) the amount of such One-Time Charge (together with any adjustments thereof required to be made in connection with any audit of the Company's financial statements which includes that fiscal quarter) shall not exceed $20,000,000 in the aggregate. The One-Time Charge in the quarter ended March 31, 1993 as so adjusted and limited is referred to herein as the "One-Time Charge."

In light of the foregoing, the Company has requested the waivers and amendments referred to below.

2. Requested Waiver. At the request of the Company, the Holders hereby waive the following defaults:

(a) default under Section 6.4 of the Agreements inasmuch as the agreement with Sam's with respect to leased departments and the consequent reduction of sales to Sam's constituted a Loss of Key Customer upon the occurrence of which the Company did not make an offer to prepay any Notes;

(b) default under Section 8.8 of the Agreements occurring solely by reason of the fact that the One-Time Charge has caused the ratio of Consolidated Net Income Available For Fixed Charges to Fixed Charges, during four consecutive of the five fiscal quarters ended June 30, 1993, to be less than 2:1;

(c) default under Section 5.1(e) insofar as the Company failed to give written notice, as required, of the defaults referred to above.

3. Amendment of Section 8.8 of the Agreements. Section 8.8 of the Agreements is hereby amended by adding at end thereof the following:

"For the purposes of this Section 8.8, there shall be disregarded in the calculation of Consolidated Net Income Available for Fixed Charges a charge to earnings in the quarter ended March 31, 1993 arising out of the repurchase of inventory pursuant to an agreement between the Company and Sam's Wholesale Club dated July 19, 1993 but only to the extent such charge (together with any adjustments thereof required to be made in connection with any audit of the Company's financial statements which includes that fiscal quarter), shall not exceed $20,000,000 in the aggregate.

4. Amendment of Section 10 of the Agreements. Section 10 of the Agreements is hereby amended by adding a new definition, to read as follows:

(a) "Customer" shall mean any Person (i) to whom the Company or a Restricted Subsidiary sells products of the Company for resale by such person or (ii) which operates a retail establishment in which the Company or a Restricted Subsidiary leases floor space (or floor space and related inventory storage area) for the operation by the Company or a Restricted Subsidiary of an entire "leased department" (as that term is commonly understood in the retail merchandising business) pursuant to a written agreement entered into by the Company or such Restricted Subsidiary."

(b) The definition of "Key Customer" shall be amended to read, in relevant part, as follows: "'Key Customer' means any Customer of the Company..."

(c) The definition of "Loss of Key Customer" shall be amended by inserting after the words "a level" in line six thereof the following: "such that the aggregate of (i) all orders placed by such Customer and (ii) all sales made by the Company and its Restricted Subsidiaries in "leased departments" (as that term is commonly understood in the retail merchandising business), after deduction of all amounts required to be paid pursuant to any lease or other agreement relating to the leased department (whether or not designated as rent or as additional rent) on account of maintenance, repairs, insurance, taxes, assessments, utilities, percentage rentals and similar charges in respect of such leased departments, shall be less than 50% of the level of all such orders and sales during the four fiscal quarters preceding the giving of such notice..." and shall be further amended to the extent that the references to "orders" in lines eight and ten shall each be exchanged to "such orders and sales."

5. Limited Waiver and Amendment. Nothing in this First Waiver and Amendment shall be deemed (a) to waive any default or Event of Default which may have occurred or may in the future occur other than those occurrences and defaults which are specifically described in Section 2 hereof or (b) to amend the Agreements, or any provision thereof, other than to the extent specifically set forth in Sections 3 and 4 hereof.

6. Expenses. The Company shall pay, and hold the Holders harmless against the payment of, all expenses incurred by any of the Holders in connection with this Waiver and First Amendment and the preparation, execution and delivery hereof, as provided in Section 12.1 of the Agreements.

7. Governing Law. This First Waiver and Amendment shall be governed by the laws of the State of New York.

8. Counterparts. This First Waiver and Amendment may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this First Waiver and Amendment to produce or account for more than one such counterpart.

IN WITNESS WHEREOF, the undersigned have executed this Waiver and First Amendment as of this 30th day of August, 1993.

JAN BELL MARKETING, INC.

By: /s/ Frank S. Fuino, Jr.

Frank S. Fuino, Jr.
Title: Executive Vice President Finance

METROPOLITAN LIFE INSURANCE COMPANY

By: /s/ Thomas S. Lenihan

Thomas S. Lenihan
Title: Vice President

TEXAS LIFE INSURANCE COMPANY

By: /s/ Steven Auppler

Steven Auppler
Title: Senior Vice President

THE GREAT-WEST LIFE ASSURANCE COMPANY

By: /s/ Wayne Hoffman

Wayne Hoffman
Title: Vice President Private Placement Investments

By: /s/ E.A. Marr

E.A. Marr
Title: Assistant Vice President Private Placement Investments

EXHIBIT 10.11

WAIVER AND SECOND AMENDMENT

WHEREAS each of Metropolitan Life Insurance Company, Texas Life Insurance Company and The Great-West Life Assurance Company (collectively the "Holders") is a holder of the 6.99% Senior Notes (the "Notes") of Jan Bell Marketing, Inc., a Delaware corporation (the "Company"); and

WHEREAS the several Note Purchase Agreements, as amended by a Waiver and First Amendment (collectively the "Agreements") pursuant to which the Notes have been issued provide for consents, waivers and amendments of any provision of the Agreements or the Notes upon the consent of the Holders of Notes; and

WHEREAS the Company has requested that this Waiver and Second Amendment be entered into in light of the facts and circumstances referred to in Section 1 hereof,

NOW THEREFORE the Holders and the Company agree as follows, all terms not separately defined herein having the meaning given them in the Agreements, as amended:

1. Background. The Company entered into an agreement dated July 19, 1993 with one of its Key Customers, Sam's Wholesale Club ("Sam's"). That agreement occasioned a Waiver and First Amendment among the Holders and the Company relating to a One Time Charge (as defined in the Waiver and First Amendment) to earnings for the quarter ended March 31, 1993. The Company has informed the Holders that a further charge to earnings has occurred in the fiscal quarter ended December 31, 1993 (the "Fourth Quarter Charge"), as a result of which the Company will not be in compliance with the provisions of Section 8.8 as of the end of the Company's fiscal quarter ended December 31, 1993. The Company has further informed the Holders that the amount of such Fourth Quarter Charge (together with any adjustments thereof required to be made in connection with any audit of the Company's financial statements which includes that fiscal quarter) shall not exceed $13,000,000 in the aggregate.

2. Representations and Warranties. The Company repeats and reaffirms, as though made on and as of the date of this Waiver and Second Amendment, the representations and warranties made in the Agreements in Sections 2.1 (but with respect to all fiscal periods ended on or before December 31, 1993), 2.2 (but with respect to all Annual Reports on Form 10-K for fiscal years ended on or before December 31, 1993) 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 2.9, 2.10, 2.12, 2.13 (but the date referred to in the last sentence thereof shall be deemed to be "December 31, 1990"), 2.14 and 2.15.

3. Requested Waiver. At the request of the Company, the Holders hereby waive the following defaults:

(a) default under Section 8.8 of the Agreements occurring solely by reason of the fact that the One Time Charge, the Fourth Quarter Charge and operating losses for the year may cause the ratio of Consolidated Net Income Available For Fixed Charges to Fixed Charges during four consecutive of the five, fiscal quarters ended January 29, 1995, to be less than 2:1;

(b) default under Section 5.1(e) insofar as the Company failed to give written notice, as required, of the default referred to above.

4. Amendment of the Agreements.

(a) Section 5.1 is hereby amended by deleting the word "and" at the end of subsection "(g)," renumbering subsection "(h)" thereof as subsection "(i)" and adding a new subsection "(h)" to read as follows:

> (h) promptly upon receipt thereof, a copy of each other report (including, without limitation, any reports to management on internal controls) submitted to the Company or any of its Subsidiaries by independent accountants in connection with any annual, interim or special audit made by them of the books of the Company or any such Subsidiary; and

(b) Section 8.1 of the Agreements is hereby amended to read as follows:

> 8.1 Indebtedness.
>
> Neither the Company nor any Restricted Subsidiary will be liable for or cause or permit to exist, contingently or otherwise and whether by creation, assumption, incurrence or otherwise, any Indebtedness unless (a) such Indebtedness shall be permitted by Section 8.2 through 8.6 and (b) Consolidated Total Indebtedness shall not be more than (i) 50% of Consolidated Total Capitalization at any time prior to January 29, 1995 or (ii) 65% of Consolidated Total Capitalization at any time thereafter.

(c) Section 8.8 of the Agreements is hereby amended to

read as follows:

8.8 Maintenance of Fixed Charges Coverage; Consolidated Net Earnings Before Taxes. (a) The Company will at all times after January 29, 1995, cause the ratio of (i) Consolidated Net Income Available For Fixed Charges for four consecutive fiscal quarters of the five most recently completed fiscal quarters (such four quarters to be taken as a whole) to (ii) the aggregate amount of Fixed Charges of the Company and its Subsidiaries for each such period of four consecutive fiscal quarters (taken as a whole) to be not less than 2:1, all as determined in accordance with Generally Accepted Accounting Principles consistently applied.

(b) The Company shall, in the periods described below, cause Consolidated Net Earnings Before Taxes to be not less than:

(i) ($8,500,000) during the fiscal quarter ending April 30, 1994;

(ii) ($11,000,000) during the two fiscal quarters ending July 30, 1994, taken as a single period;

(iii) ($13,000,000) during the three fiscal quarters ending October 9, 1994, taken as a single period; and

(iv) $1.00 during the fiscal year ending January 29, 1995.

(d) Section 10 is hereby amended by adding thereto a new definition, to read as follows:

"Consolidated Net Earnings Before Taxes"means, with respect to any period, Consolidated Net Income for such period plus all amounts deducted in the computation thereof on account of income taxes in respect of Consolidated Net Income.

5. Limited Waiver and Amendment. Nothing in this Waiver and Second Amendment shall be deemed (a) to waive any default or Event of Default which may have occurred or may in the future occur other than those occurrences and defaults which are specifically described in Section 3 hereof or (b) to amend the Agreements, or any provision thereof, other than to the extent specifically set forth in Section 4 hereof.

6. Fees and Expenses.

(a) The Company shall pay, and hold the Holders harmless against the payment of, all expenses incurred by any of the Holders in connection with this Waiver and Second Amendment and the preparation, execution and delivery hereof, as provided in Section 12.1 of the Agreements.

(b) The Company shall pay to the Holders of the Notes, pro rata according to the principal amount of Notes held by each, a Waiver and Amendment fee of $70,000.00.

7. Governing Law. The Waiver and Second Amendment shall be governed by the law of the State of New York.

8. Counterparts. This Waiver and Second Amendment may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Waiver and Second Amendment to produce or account for more than one such counterpart.

IN WITNESS WHEREOF, the undersigned have executed this Waiver and Second Amendment as of this 30th day of March, 1994.

JAN BELL MARKETING, INC.

By: /s/ Frank S. Fuino, Jr.

Frank S. Fuino, Jr.
Title: Executive Vice President Finance

METROPOLITAN LIFE INSURANCE COMPANY

By: /s/ John Endres

John Endres
Title: Vice President

TEXAS LIFE INSURANCE COMPANY

By: /s/ Bradley Rhoads

Bradley Rhoads
Title: Authorized Signatory

THE GREAT-WEST LIFE
ASSURANCE COMPANY

By: /s/ E.A. Marr

E.A. Marr
Title: Assistant Vice
President Private
Placement Investments

By: /s/ Wayne Hoffman

Wayne Hoffman
Title: Vice President
Private Placement
Investments

EXHIBIT 10.12

SunBank/Miami, N.A.
Corporate Banking Division
777 Brickell Avenue
Miami, Florida 33131

March 25, 1994

Mr. Frank Fuino
Senior Vice President
Jan Bell Marketing, Inc.
13801 NW 14th Street
Sunrise, Florida 33323

Dear Frank:

SunBank/Miami N.A. hereby agrees to modify our present credit agreement with Jan Bell Marketing, Inc., as follows:

1. The amount of the facility is hereby reduced from $50,000,000.00 to $25,000,000.00.

2. The expiry is hereby extended from August 1, 1994 to February 1, 1995.

3. Paragraph 5.9 of our Current Agreement relating to a minimum Fixed Charge Coverage ratio is hereby eliminated.

4. A new covenant will be added that will set a ceiling on pre-tax losses of $8,500,000 for the quarter ending April 30, 1994, $11,000,000 for the six-months ending July 30, 1994 and $13,000,000 for the nine-months ending October 29, 1994. At January 28, 1995, Jan Bell will be required to show at least a break-even position on a pre-tax basis for the year then ended.

5. Paragraph 5.1 of our current agreement will be modified to eliminate the payment of dividends during the fiscal year ending January 28, 1995.

6. Paragraph 4.17 of our current agreement will be modified such that the termination of Jan Bell's agreement with Sam's to operate leased departments in all Sam's stores through

February 2, 1999, shall be an event of default and all obligations under this line must be fully re-paid and/or cash collateralized within thirty (30) days from the date of written notification from Jan Bell that such an event has occurred. Jan Bell shall have five (5) days to provide such notice.

7. Should Jan Bell be in violation of any of the covenants contained within our agreement, the Company's interest rate will increase by 50 basis points for the duration of our commitment.

8. The full availability under this line of credit will be available for commercial import letters of credit, having an expiry of no later than February 1, 1995.

   Through August 1, 1994, standby letters of credit will be limited to $4,000,000. Effective August 2, 1994, standby letters of credit are not to exceed $500,000.

   All outstanding letters of credit, both commercial and standby, will be 100% reserved against availability under the line of credit. Direct borrowings under the line will be limited to the amount of the line less any outstanding letters of credit, either commercial or standby.

All other terms and conditions of our Credit Agreement dated August 6, 1992, and The First Modification To Credit Agreement dated January 24, 1994, remain in effect and binding upon the parties. In any instance where the above agreements and this letter appear to be contradictory, the terms and conditions of this letter shall govern.

Sincerely,

/s/ Jerry D. Weisman
- --------------------
Jerry D. Weisman
Vice President

cc: Alan Lipton
Richard Bowers

INDEPENDENT AUDITORS' CONSENT

We consent to the incorporation by reference in Registration Statement No. 33-20026, 33-20031, 33-42410, 33-42419, 33-44025 and 33-45778 of Jan Bell Marketing, Inc. on Form S-8 of our report dated March 31, 1994, appearing in this Annual Report on Form 10-K of Jan Bell Marketing, Inc. for the year ended December 31, 1993.

/s/ DELOITTE & TOUCHE

Certified Public Accountants
Fort Lauderdale, Florida
March 31, 1994

Exhibit 23.1