

## FRANCHISE DISCLOSURE DOCUMENT



### RENT-A-CENTER FRANCHISING INTERNATIONAL, INC.

a Texas corporation  
5501 Headquarters Drive  
Plano, Texas 75024  
(800) 422-8186  
[www.rentacenter.com](http://www.rentacenter.com)

The franchises described in this Disclosure Document are for rental businesses which provide “rental purchase” programs for a specialized inventory of rental products, such as major consumer electronics, appliances, furniture, computers, tires and jewelry, as well as the sale of related accessories. In addition, in states with favorable laws, a small number of our Rental Stores offer financial services, including payday loans and title loans.

The total investment necessary to begin operation of a new Rent-A-Center Rental Store ranges from \$349,675 to \$701,165. This amount includes \$114,825 to \$144,290 that must be paid to us or an affiliate.

The franchisor also offers a development program for a specified area within which a Developer must open an agreed-upon number of Rent-A-Center Rental Stores according to a development agreement, with a separate franchise agreement for each Store. The total investment necessary to enter into a development agreement to open 2-4 Rental Stores is \$364,675 to \$746,165, which includes \$129,825 to \$189,290 that must be paid to us or an affiliate.

This Disclosure Document summarizes certain provisions of your franchise agreement and other information in plain English. Read this Disclosure Document and all accompanying agreements carefully. You must receive this Disclosure Document at least 14 calendar days before you sign a binding agreement with, or make any payment to, the franchisor or an affiliate in connection with the proposed franchise sale. **Note, however, that no governmental agency has verified the information contained in this Disclosure Document.**

You may wish to receive your Disclosure Document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact our franchise department at 5501 Headquarters Drive, Plano, Texas, 75024; (972) 403-4905.

The terms of your contract will govern your franchise relationship. Do not rely on the Disclosure Document alone to understand your contract. Read your entire contract carefully. Show your contract and this Disclosure Document to an advisor, like a lawyer or an accountant.

Buying a franchise is a complex investment. The information in this Disclosure Document can help you make up your mind. More information on franchising, such as “A Consumer’s Guide to Buying a Franchise,” which can help you understand how to use this Disclosure Document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, D.C. 20580. You can also visit the FTC’s home page at [www.ftc.gov](http://www.ftc.gov) for additional information. Call your state agency or visit your public library for other sources of information on franchising.

There may also be laws on franchising in your state. Ask your state agencies about them.

Date of Issuance: April 12, 2024.

## How to Use This Franchise Disclosure Document

Here are some questions you may be asking about buying a franchise and tips on how to find more information:

QUESTION	WHERE TO FIND INFORMATION
<b>How much can I earn?</b>	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibit B.
<b>How much will I need to invest?</b>	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor’s direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
<b>Does the franchisor have the financial ability to provide support to my business?</b>	Item 21 or Exhibit C includes financial statements. Review these statements carefully.
<b>Is the franchise system stable, growing, or shrinking?</b>	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
<b>Will my business be the only Rent-A-Center Rental Store business in my area?</b>	Item 12 and the “territory” provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
<b>Does the franchise have a troubled legal history?</b>	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
<b>What’s it like to be a Rent-A-Center Rental Store franchisee?</b>	Item 20 or Exhibit B lists current and former franchisees. You can contact them to ask about their experiences.
<b>What else should I know?</b>	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

## What You Need To Know About Franchising *Generally*

**Continuing responsibility to pay fees.** You may have to pay royalties and other fees even if you are losing money.

**Business model can change.** The franchise agreement may allow the franchisor to change its manuals and business model without your consent. These changes may require you to make additional investments in your franchise business or may harm your franchise business.

**Supplier restrictions.** You may have to buy or lease items from the franchisor or a limited group of suppliers the franchisor designates. These items may be more expensive than similar items you could buy on your own.

**Operating restrictions.** The franchise agreement may prohibit you from operating a similar business during the term of the franchise. There are usually other restrictions. Some examples may include controlling your location, your access to customers, what you sell, how you market, and your hours of operation.

**Competition from franchisor.** Even if the franchise agreement grants you a territory, the franchisor may have the right to compete with you in your territory.

**Renewal.** Your franchise agreement may not permit you to renew. Even if it does, you may have to sign a new agreement with different terms and conditions in order to continue to operate your franchise business.

**When your franchise ends.** The franchise agreement may prohibit you from operating a similar business after your franchise ends even if you still have obligations to your landlord or other creditors.

### Some States Require Registration

Your state may have a franchise law, or other law, that requires franchisors to register before offering or selling franchises in the state. Registration does not mean that the state recommends that franchise or has verified the information in this document. To find out if your state has a registration requirement or to contact your state, use the agency information in Exhibit F.

Your state also may have laws that require special disclosures or amendments be made to your franchise agreement. If so, you should check the State Specific Addenda. See the Table of Contents for the location of the State Specific Addenda.

## **Special Risk(s) to Consider About *This* Franchise**

Certain states require that the following risk(s) be highlighted:

1. **Out-of-State Dispute Resolutions.** The franchise agreement requires you to resolve disputes with the franchisor by arbitration and/or litigation only in Texas. Out-of-state arbitration or litigation may force you to accept a less favorable settlement for disputes. It may also cost you more to arbitrate or litigate with the franchisor in Texas than your own state.
2. **Supplier Control.** You must purchase all or nearly all of the inventory or supplies that are necessary to operate your business from the franchisor, its affiliates, or suppliers that the franchisor designates, at prices the franchisor or they set. These prices may be higher than prices you could obtain elsewhere for the same goods or similar goods. This may reduce the anticipated profit of your franchise business.

Certain states may require other risks to be highlighted. Check the “State Specific Addenda” to see whether your state requires other risks to be highlighted.

# FRANCHISE DISCLOSURE DOCUMENT

## TABLE OF CONTENTS

<u>ITEM</u>		<u>PAGE</u>
ITEM 1	THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS AND AFFILIATES .....	2
ITEM 2	BUSINESS EXPERIENCE .....	4
ITEM 3	LITIGATION .....	4
ITEM 4	BANKRUPTCY .....	6
ITEM 5	INITIAL FEES.....	6
ITEM 6	OTHER FEES .....	8
ITEM 7	ESTIMATED INITIAL INVESTMENT.....	11
ITEM 8	RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES .....	14
ITEM 9	FRANCHISEE'S OBLIGATIONS.....	16
ITEM 10	FINANCING .....	17
ITEM 11	FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS AND TRAINING .....	17
ITEM 12	TERRITORY .....	25
ITEM 13	TRADEMARKS .....	27
ITEM 14	PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION.....	28
ITEM 15	OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISED BUSINESS	29
ITEM 16	RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL .....	29
ITEM 17	RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION .....	29
ITEM 18	PUBLIC FIGURES .....	31
ITEM 19	FINANCIAL PERFORMANCE REPRESENTATIONS.....	31
ITEM 20	OUTLETS AND FRANCHISEE INFORMATION .....	32
ITEM 21	FINANCIAL STATEMENTS .....	40
ITEM 22	CONTRACTS.....	40
ITEM 23	RECEIPTS .....	41

### EXHIBITS

EXHIBIT A	STATE ADDENDA
EXHIBIT B	LIST OF FRANCHISEES AND DEVELOPERS
EXHIBIT C	FINANCIAL STATEMENTS
EXHIBIT D	FRANCHISE AGREEMENT
EXHIBIT E	DEVELOPMENT AGREEMENT
EXHIBIT F	STATE ADMINISTRATORS
EXHIBIT G	AGENTS FOR SERVICE OF PROCESS
EXHIBIT H	TABLE OF CONTENTS OF THE RAC FRANCHISE OWNERS' MANUALS
EXHIBIT I	CURRENT SAMPLE FORM OF GENERAL RELEASE
EXHIBIT J	ACIMA CONSIGNMENT AGREEMENT
EXHIBIT K	RECEIPTS

**RENT-A-CENTER FRANCHISING INTERNATIONAL, INC.  
FRANCHISE DISCLOSURE DOCUMENT**

ITEM 1

**THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS AND AFFILIATES**

**The Franchisor**

Rent-A-Center Franchising International, Inc. (“**RAC Franchising**,” “**RAC Franchise**,” “**we**,” or “**us**”), formerly known as ColorTyme, Inc. (“**ColorTyme, Inc.**”), was originally incorporated in Texas on December 15, 1980. In May 1996, ColorTyme, Inc. merged into CT Acquisition Corporation (“**CT**”), a newly formed, wholly owned subsidiary of Renters Choice, Inc. (“**Renters Choice**”). CT did not conduct any business prior to the merger. On the date of the merger, CT changed its name to ColorTyme, Inc. On August 8, 2013, we changed our name to Rent-A-Center Franchising International, Inc. and began offering Rent-A-Center franchises. Our principal business address is 5501 Headquarters Drive, Plano, Texas, 75024. We have offered franchises under the name “ColorTyme” since June 1996, and we have also offered under the name “RimTyme” since March 2007. Previously, ColorTyme, Inc. offered ColorTyme franchises from April 1982 until May 1996. As of December 31, 2023 there were 385 Rent-A-Center franchised stores, 17 ColorTyme franchised stores, and 38 RimTyme franchised stores. Except as described below, we do not do business under any name other than Rent-A-Center, ColorTyme and RimTyme, which are offered through separate Disclosure Documents. Except as described above, we do not own or operate any business which is similar to the business being franchised, and do not engage in any other business. Our agents for service of process are listed in *Exhibit G*.

**Our Parent and Affiliates**

In August 1998, our parent company, Renters Choice, acquired Thorn Americas, Inc. (“**Thorn Americas**”), our largest rent-to-own competitor. Thorn Americas had a total of approximately 1,400 corporate-owned stores and 65 franchised stores in 49 states and the District of Columbia, operating under 3 brand names – “*Rent-A-Center*,” “*Remco*” and “*U-Can-Rent*.” Thorn Americas operated 1,158 stores under the Rent-A-Center brand. Rent-A-Center, Inc., was incorporated in 1986 as Renters Choice. On December 31, 1998, Thorn Americas merged into Renters Choice, and on the same day, Renters Choice changed its name to Rent-A-Center, Inc. On December 31, 2002, Rent-A-Center, Inc. changed its name to Rent-A-Center East, Inc. (“**RAC East**”). We are a wholly owned subsidiary of RAC East through its parent company Upbound Group, Inc. (“Upbound”), which trades on the NASDAQ National Market under the symbol “UPBD.”

RAC East and our affiliates, Rent-A-Center West, Inc., a Delaware corporation (“**RAC West**”), and Rent-A-Center Texas L.P., a Texas limited partnership (“**RAC Texas**”), both wholly owned subsidiaries of Upbound, operate the Rent-A-Center Rental Stores owned by RAC East and affiliates and are collectively referred to in this Disclosure Document as “**Rent-A-Center**.”

As of December 31, 2023, Rent-A-Center operated approximately 1,782 rent-to-own stores in the United States and Puerto Rico that offer high quality durable products such as major consumer electronics, appliances, tires, computers, and furniture and accessories under flexible rental purchase agreements that typically allow the customer to obtain ownership of the merchandise at the conclusion of an agreed-upon rental period. Additionally, as of December 31, 2023, Rent-A-Center operated 131 rent-to-own stores in Mexico. Together, RAC Franchising and Rent-A-Center represent 2,357 rent-to-own outlets in the United States, Puerto Rico, and Mexico.

On February 17, 2021, RAC East acquired Acima Holdings, LLC, in which retailers offer their customers a lease-to-own option (“Acima”).

RAC Texas has negotiated arrangements under a Retail Chain Agreement with a third party whereby franchisees may secure certain products and services under terms similar to those provided to RAC Texas. RAC East and our affiliates share a principal business address at 5501 Headquarters Drive, Plano, Texas 75024.

## **The Franchised Business**

We award franchises for the operation of Rental Stores under the Rent-A-Center brand which provide a specialized inventory of rental products, such as major consumer electronics, appliances, furniture, tires and computers, to be offered to consumers under a rental purchase program. Some Rent-A-Center Businesses also engage in retail sales of accessory products. All Rent-A-Center Rental Store franchises (i) use our trade names, service marks, trademarks, logos, emblems, and indicia of origin (collectively, the “**Proprietary Marks**”); and (ii) operate under distinctive operating procedures and standards specified by us (the “**System**”). A business operated under the System and Proprietary Marks is referred to in this Disclosure Document as the “**Franchised Business**,” “**Rent-A-Center Business**” or “**Rental Store**.”

If we approve, you (meaning and including partnerships, limited liability companies or corporations, and the owners of these entities) will have the right to sign a franchise agreement (“**Franchise Agreement**”) to establish and operate a Rent-A-Center Business in a specific geographic area or renew your franchise agreement by signing the then-current form of the franchise agreement which may include terms which differ substantially from your original franchise agreement. We also offer, to qualified individuals and entities, a development agreement (“**Development Agreement**”) for the right to open a certain number of Rent-A-Center Businesses, at the times and geographic areas listed in the development schedule which will be a part of the Development Agreement. Individuals or entities signing Development Agreements will be referred to as “**Developer**.” If you are a Developer, you will sign a separate Franchise Agreement for each Rent-A-Center Business you open. Unless otherwise noted, the terms of each type of offer are the same, and “**you**” will refer to Developers, as well as Franchisees.

## **Competition**

The primary market for the services and products offered by a Rental Store are customers who have only a short-term need for the product or are financially unable to make the down -payment or meet the other requirements necessary for a retail purchase, or who wish to try a new and different product before making a buying decision.

The major consumer electronics, appliance, tires, computer, and furniture rental market is highly competitive, and you may have to compete with numerous other independent and chain-affiliated rental businesses, some of which may be franchised. Typically, Rental Stores are located in urban store front locations or “strip” malls; however, virtually any type of retail structure could be suitable for a Rental Store. You also may be competing with retail distributors of similar products offered for retail sale. You may also face competition from outlets such as pawn shops who offer used products for sale.

RAC Franchise, including ColorTyme, may offer merchandise similar to that offered by Rent-A-Center Businesses. These stores operate under the same trademarks and trade names as RAC Franchise Rental Stores and may directly compete with your Rental Stores.

Rent-A-Center periodically acquires other rent to own systems, and it is possible that Rent-A-Center may compete with your Rental Stores directly or indirectly through acquisitions. If Rent-A-Center acquires a rent to own system with stores in your Protected Territory, you will be given the option to purchase the competing store(s) upon the acquisition at Rent-A-Center’s per store cost. This option must be exercised within fifteen (15) days of receipt of notice from you and closing must occur within thirty (30) days from the exercise of the option. Should you not exercise your option to purchase as described above, Rent-A-Center, or one of its affiliates, shall retain the right to acquire said Rental Store which shall be permitted to operate inside your Protected Territory.

## **Industry-Specific Laws and Regulations**

You must comply with all local, state, and federal laws and regulations that apply to your Franchised Business operation. As of the date of this Disclosure Document, 47 states and Puerto Rico have enacted rental-purchase legislation in some form. The states which currently have legislation are Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Mexico, New York, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee,

Texas, Utah, Vermont, Virginia, Washington, West Virginia, and Wyoming. Typically, state laws define the rental-purchase transaction as a terminable lease (with option to purchase) and require rental purchase businesses to provide certain disclosures to customers in regard to prices and payments. Three states regulate rental purchase transactions as credit sales. Although certain proposed federal regulations have been introduced several times in the past and may continue to be under consideration, no federal legislation has been enacted regulating rental purchase transactions. We are not aware of any other laws and regulations which directly and specifically apply to rental-purchase businesses, but you should consult with an attorney concerning these and other local laws and ordinances that may affect your Rental Store operations.

The laws applicable to rental purchase agreements vary significantly from state to state and we do not warrant or represent that form agreements supplied by us, or other suppliers conform to the laws of the state(s) in which you do business. Whenever you use pre-printed forms, agreements, or other documents, whether obtained from us or another supplier, you should consult qualified legal counsel selected by and representing You to determine whether the documents comply with applicable laws and regulations. If you elect to perform title and/or payday loans, you must review and comply with applicable laws and regulations in your jurisdictions regarding these types of loans.

## ITEM 2 **BUSINESS EXPERIENCE**

### **Corporate Director: Mr. Mitchell E. Fadel**

Mr. Fadel has been the Chief Executive Officer of Upbound and our Corporate Director since January 2018.

### **Vice President of Franchising: Mr. G. Michael Landry**

Mr. Landry has been our Vice President of Franchising since November 2020. Previously, Mr. Landry served as our Vice President of Franchise Development from May 2012 to November 2020. In addition, Mr. Landry has been Vice President of Franchising of Upbound as of November 2020. He was previously the Vice President of Franchise Development of Upbound from February 2012 until November 2020.

### **Director of Franchise Operations: Mr. David Smith**

Mr. Smith has been our Director of Franchise Operations since January 2019.

### **Vice President of Training and Communication: Megan McKee PhD**

Dr. McKee has been the Vice President of Training and Communication since January 2024. She was the Executive Director of Training, Development and Communication for us and Upbound from December 2021 to January 2024. Prior to that she was the Director of Training and Development for us and Upbound from December 2016 through December 2021.

## ITEM 3 **LITIGATION**

*In AAA Rent-To-Own Hawaii, Inc., et al. v. Rent-A-Center Franchising International, Inc.*, Case 01-15-0004-2484 (American Arbitration Association, filed July 15, 2015), nineteen ColorTyme franchisees filed a consolidated arbitration demand against us seeking declaratory relief that they should be able to renew their ColorTyme franchise agreements under the same terms and conditions as their prior agreements and not those offered by us in our “then current” franchise agreement, namely an increase in royalty rate. The franchisees also sought an accounting of the National Advertising Fund for the years 2012 to 2014. The franchisees did not seek any monetary relief. On December 28, 2015, franchisees amended their arbitration demand to add additional franchisees and refined the claims previously plead. On February 29, 2016, a dismissal with prejudice was entered whereby franchisees agreed to dismiss all their claims without a



payment of any money, modification of the terms of the then current ColorTyme franchise agreement, or an accounting of the National Advertising Fund. Each party agreed to bear its own attorney's fees.

*Alan Hall, et. al. v. Rent-A-Center, Inc., et. al.* (Case No. 4:16-CV-00978-ALM-KPJ in the U.S. District Court for the Eastern District of Texas, Sherman Division); *James DePalma, et. al. v. Rent-A-Center, Inc., et. al.* (Case No. 4:2016-CV-00981 in the U.S. District Court for the Eastern District of Texas, Sherman Division). On December 23, 2016, a putative class action was filed against Rent-A-Center and certain of its former officers by Alan Hall in federal court in Sherman, Texas. The complaint alleges that the defendants violated Section 10(b) and/or Section 20(a) of the Securities Exchange Act of 1934 and Rule 10b-5 promulgated thereunder by issuing false and misleading statements and omitting material facts regarding the business, including implementation of the point-of-sale system, operations and prospects during the period covered by the complaint. The complaint purports to be brought on behalf of all purchasers of Rent-A-Center's common stock from July 27, 2015, through October 10, 2016, and sought damages in unspecified amounts and costs, fees, and expenses. A complaint filed by James DePalma also in Sherman, Texas alleging similar claims was consolidated by the court into the Hall matter. On October 8, 2018, the parties agreed to settle this matter for \$11 million. The court granted preliminary approval of the settlement on December 13, 2018. Under the terms of the settlement our insurance carrier paid an aggregate of \$11 million in cash, subsequent to December 31, 2018, which was distributed to an agreed upon class of claimants who purchased our common stock from July 27, 2015, through October 10, 2016, as well as used to pay costs of notice and settlement administration, and plaintiffs' attorneys' fees and expenses.

*Blair, et al. v. Rent-A-Center, Inc., et al.* Case No. 3:17-CV-02335-WHA (N.D. Cal.) On March 13, 2017, Blair, the plaintiff, filed a state-wide class action complaint in the Federal District Court for the Northern District of California. The complaint alleged various claims, including that Rent-A-Center's cash sales and total rent to own prices exceeded the pricing permitted under California's Kernet Rental-Purchase Act, primarily due to the calculation and allocation of internal shipping costs. Following a court-ordered mediation on March 28, 2019, we reached an agreement in principle to settle this matter for a total of \$13 million, including attorneys' fees. The settlement was paid in full in November 2019. Rent-A-Center denied liability in the settlement and agreed to the settlement in order to avoid additional expensive, time-consuming litigation.

*Federal Trade Commission Civil Investigative Demand.* In April 2019, Rent-A-Center, Inc. (the "Company") received a Civil Investigative Demand ("CID") from the Federal Trade Commission ("FTC") seeking information regarding certain transactions involving the purchase and sale of customer lease agreements, and whether such transactions violated the anti-trust provisions of the FTC Act. Similar CIDs were sent to other rent-to-own operators who bought or sold store agreements. While not admitting any wrongdoing, the Company chose to settle the CID after many months of legal expenses and cooperating with the FTC investigation, and no fines or penalties were assessed against the Company. The settlement permits RAC to continue purchasing and selling customer lease agreements so long as such agreements are not contractually interdependent or contingent on a reciprocal transaction and does not require any material changes to the Company's current business practices.

*California Attorney General.* The California Attorney General (the "CAG") issued an investigative subpoena in 2018 seeking information with respect to certain of our affiliate, Acceptance Now, business practices (now part of the Acima brand). In November 2021, the parties reached an agreement in principle regarding the resolution of this matter. On August 2, 2022, the parties finalized the settlement of this matter, which includes a proposed final judgment for approval by the Superior Court of the State of California. In the agreement and in consideration of the final resolution of this matter, Acceptance Now agreed to pay a total of \$15.5 million in restitution to consumers and civil penalties along with certain injunctive provisions, including (1) in the case of rental-purchase transactions in California originating through a third-party host retailer, not to charge a cash price on the rental-purchase agreement that is greater than the cash price offered to the consumer by the host retailer, and (2) to implement certain additional customer disclosures, employee training and other compliance requirements and restrictions as set forth in the stipulated agreement. Acceptance Now did not admit to any violations of law or any wrongdoing. Although Acceptance Now disagrees with the CAG's interpretation of the relevant California statutory language regarding the definition of "cash price", Acceptance Now entered into the agreement to avoid the expense, risk and distractions associated with potential protracted litigation. The agreed upon settlement amount of \$15.5 million was paid in August 2022.

*Massachusetts Attorney General.* The Massachusetts Attorney General (the “MAG”) issued a civil investigative demand in 2018 seeking information with respect to certain business practices of Upbound subsidiaries, including the Rent-A-Center brand, regarding account management and certain other business practices in connection with lease-to-own transactions. In November 2023, the parties finalized the settlement of this matter in the form of an assurance of discontinuance that was filed with the Superior Court of the Commonwealth of Massachusetts. In the agreement and in consideration of the final resolution of this matter, Upbound agreed to pay a total of \$8.75 million to the Commonwealth of Massachusetts along with certain assurances of discontinuance, including implementing (1) certain account management requirements, with a focus on Upbound subsidiaries’ communications with customers in default and other account management requirements, and (2) certain compliance requirements including employee training and annual reports to the MAG for a period of time. Upbound subsidiaries did not admit to any violations of law or any wrongdoing and entered into the agreement to avoid the expense, risk and distractions associated with potential protracted litigation.

*Assurance of Voluntary Compliance with the Georgia Attorney General.* On January 26, 2022, our affiliate, Rent-A-Center East, Inc. (“East”) entered into an Assurance of Voluntary Compliance (“AVC”) with the State of Georgia Attorney General (the “AG”) in Fulton County, Georgia (Civil Action File: 2022CV359608). The AG made numerous allegations including that East engaged in deceptive collection practices in violation of the Fair Business Practices Act (“FBPA”) and the Georgia Lease Purchase Agreement Act (“GLPAA”). East denied the claims but agreed to be bound by the AVC and its terms. The execution of the AVC concluded any investigation into East, Acceptance Now, Preferred Lease and Merchants Preferred in Georgia. As part of the terms of the AVC, going forward East agreed to, among other things, (i) act in full compliance with the FBPA and the GLPAA, (ii) prior to selling or transferring the account to a third-party debt collector: verify the debt amount listed in a consumer’s account prior to collection attempts, update records to reflect any settlement amounts, and include any judgements or awards; and (iii) once the debt has been transferred, not accept any direct payments on the account but direct the consumer to the third-party collector.

#### **Litigation Against Franchisees**

None.

\*\*\*\*\*

Other than the above referenced actions, no litigation is required to be disclosed in this Item.

#### **ITEM 4** **BANKRUPTCY**

No bankruptcy information is required to be disclosed in this Item.

#### **ITEM 5** **INITIAL FEES**

#### **Franchise Agreement**

New Rental Store: You must pay us an initial franchise fee when you sign the Franchise Agreement for a Rent-A-Center Rental Store. The initial franchise fee is \$35,000. The entire initial franchise fee is fully earned and non-refundable and is payable in a lump sum.

VetFran Program: We are a member of the International Franchise Association (“IFA”) and participate in IFA’s VetFran Program which provides special financial incentives to qualified veterans. Under the VetFran Program, we offer qualified veterans a discount off the initial franchise fee. The amount of the discount depends on whether you are purchasing a New Rental Store or a Conversion.

We will consider existing, independent rental stores for conversion to Rent-A-Center Rental Stores. The franchise fee in this conversion may be reduced from the initial franchise fee set forth above and may depend on a number of factors, including the size of the existing operations and any proposed territory.

If you enter into a Development Agreement (addressed below), we will credit the per store development fee against the applicable initial franchise fee due under each Franchise Agreement which you sign in

accordance with the Development Agreement. You must pay all franchise fees to us when you sign the Franchise Agreement. The franchise fee is non-refundable and is payable in a lump sum.

### Employee Training Platform

If we require employee training in connection with your New Rental Store, you will be required to pay us a per-employee training licensing fee prior to opening. This fee will cover the cost of an interactive training platform for 4 to 5 new employees at a cost of \$15 per employee. Additionally, you will be required to purchase one additional Fourth Gear training manual for your store manager at a cost of \$65.

### Computer Installation and Training/IT and Telecommunications

Prior to opening, we will assist with the installation of our proprietary point of sale system RACPAD ("RACPAD"). The total cost of hardware, software, installation, and training for a new store range from \$5,000 to \$10,000.

You will also be required to purchase certain IT and Telecommunications equipment from us or a 3<sup>rd</sup> party approved supplier. This may include a phone system, wiring, control panel, permitting, inspection, installation, and labor. You should anticipate spending in the range of \$4,000 to \$12,000.

### Inventory Expenses

You will purchase inventory through the Rent-A-Center Purchasing Portal, further described in Item 8. The total cost of initial inventory for a new store will range from \$74,700 to \$87,150.

### Development Agreement

The initial development fee will range from \$30,000 to \$60,000 for a 2-4 store Development Agreement. We will determine the number of Stores to be developed in your Development Area based on particular characteristics, including such factors as total population, density of population, demographic studies and competition. If you sign a Development Agreement, the number of Rental Stores that you will develop will be stated in the Development Schedule in your Development Agreement. You will pay a lump sum development fee of \$15,000 multiplied by the number of Rental Stores to be developed. We will credit \$15,000 of your development fee against the applicable franchise fee due under each Franchise Agreement for each rental store you open.

The Development Agreement requires that you develop the Rental Stores within the assigned Development Area according to a Development Schedule. You must sign the then current Franchise Agreement each time you open a Rental Store under your Development Schedule, and we reserve the right to approve future locations. Should you fail to open the required number of stores according to the schedule, we may terminate your Development Agreement. The development fee you pay under the Development Agreement is non-refundable, even if you do not open any or all of the Rental Stores scheduled to be open under your agreement.

If a good faith effort has been made to meet the Development Schedule, you may be eligible for an extension of 1 to 18 months by paying a \$1,000 per month extension fee. Extension fees will not be credited towards initial franchise fees.

**ITEM 6  
OTHER FEES**

<b>NAME OF FEE</b>	<b>AMOUNT</b>	<b>DATE DUE</b>	<b>REMARKS</b>
Royalty	5.5% of Gross Rental Payments and Sales.	Payable the 10 <sup>th</sup> day of each month on prior month's Gross Rental Payment and Sales or as otherwise provided in the Manuals.	See Note 3 for the definition of Gross Rental Payments and Sales.
Local Advertising	3% of Gross Rental Payments and Sales, less the monthly contribution to the National Advertising Fund	As incurred.	These amounts are paid to third party advertisers. See Item 11 for additional details.
National Advertising Fund	Currently \$1,050 per month. We reserve the right to collect a National Advertising Fund contribution ranging from 3% to 4.5% of Gross Rental Payments and Sales.	Same as Royalty.	See Item 11 for additional details.
Intranet Fee	Up to \$350 per year, per Store, currently \$200 per year per store.	Invoiced on January 15 <sup>th</sup> annually.	See Item 11 for additional details.
Technology Fee	Currently, \$600 for RACPAD per month, per store and for additional technologies an average of \$136.62, per month, per store.	Same as Royalty.	We collect a Technology Fee in connection with providing certain technology services, including but not limited to our proprietary software RACPAD and certain network connectivity equipment. We reserve the right to modify the amount payable in connection with RACPAD system or require payment of additional amounts in connection with other technology systems, upon providing you with written notice. See Note 4 for more information.
Equipment Lease Fee	\$120 or \$150 per month, per store	Invoiced on January 15 <sup>th</sup> annually.	The Equipment Lease Fee will vary depending on if the store is a new build, conversion or acquisition from Rent-A-Center.
Point of Sale and Ancillary Systems Request for Changes by Franchisee	\$125 per hour	On demand.	Fee would apply to any franchisee specific request for programming modifications to the SIMS point of sale system that we agree to undertake

NAME OF FEE	AMOUNT	DATE DUE	REMARKS
Acima Consignment Program	25% of the Acima Consignment Rental Revenue	Same as Royalty.	Rent-A-Center offers a program whereby select merchandise, or a preexisting rental agreement governing such select merchandise, owned by our affiliate, Acima Holdings, LLC ("Acima"), is transferred to you by existing Acima customers. Acima will allow you to receive the Consignment Inventory at no initial cost, but you will pay us 25% of the Acima Consignment Rental Revenue and Sales once the merchandise is sold to your customers. See Item 11 and Exhibit J for more information.
New Hire Training	\$15 for each license, with a minimum of 4 licenses for First and Second Gear training.	Upon each new employee hire.	See Note 5 and Item 11 for additional details.
Career Advancement Training	\$65 plus S&H for each copy of printed materials for Fourth and Fifth Gear.	On demand.	See Note 5 and Item 11 for additional details.
DM Academy	No cost for training or instructors, but participants must pay their own expenses for travel, meals and lodging.	On demand.	See Note 5 and Item 11 for additional details.
Late Royalty and National Advertising Fund Fee	5% per month as long as delinquent	As incurred.	Late fee applies to any owed royalty fee and national advertising fund contributions that are not paid on or before the 20 <sup>th</sup> day of the month.
Audit by Franchisor	Cost of audit and related expenses.	As incurred.	You must reimburse us if the audit reveals an understatement of 2% or more.
Interest on Understated Amounts Revealed by Inspection and Delinquent Payments	Lesser of 20% or maximum rate of interest permitted by law on date payments due.	On demand.	Payable on amounts understated.
Indemnification	Costs including attorneys' fees or payments to third parties.	On demand.	You must reimburse us if we are held liable for claims arising in connection with your operation of the Franchised Business or if we make payments to third parties on your behalf.

NAME OF FEE	AMOUNT	DATE DUE	REMARKS
Cost of Enforcement or Defense	Costs including attorneys' fees.	On demand.	You must reimburse us if we must enforce the Franchise Agreement or Development Agreement or defend against an action due to your (or your guarantor's) breach.
Supply Services Fee	0% to 5% of purchase price for product purchases. We are not currently charging a Supply Services Fee but reserve the right to do so in the future.	As incurred.	Fee relates to assistance we provide concerning product purchases, including ordering, billing, and accounting assistance.
Deferred Remodeling Fee	\$5,000	As incurred, but no later than 60 days prior to the expiration of the term.	You may elect to delay completion of all maintenance, refurbishing, renovating and remodeling required by Franchisor in connection with a renewal term for exactly six months by paying the Deferred Remodeling Fee.
Insurance	Will vary according to circumstance.	Upon demand.	If you fail to obtain required insurance or make timely premium payments, we may obtain such insurance or make such payments at your expense (but are not required to do so) and charge you a service fee to do so. Otherwise, these payments are made directly to your third-party insurance provider.
Late Financial Statements Fee	\$500 per occurrence.	On demand	Late fee assessed for any month in which Financial Statements are received after the 30 days after fiscal month.
Development Agreement Extension Fee	If extension is requested by Developer. \$1,000 per month for 1 to 18 months.	On demand.	See Item 6 for additional details.
Transfer Fee	\$2,500	On or before date of transfer.	Other requirements must also be met to transfer interest in a franchised store.
Franchise Agreement Renewal Fee	\$2,500	On or before date of renewal.	Other requirements must be met in order to qualify to renew.

**NOTES:**

1. Except for hardware, software, local advertising or local cooperative expenses, all fees are imposed by and payable to us, our parent or one of our affiliates. Unless otherwise stated, all fees are uniformly imposed.
2. All fees are non-refundable.

3. Gross Rental Payments and Sales means the amount of all revenue you receive from the rental or sale of all products and services, and all income of every kind related to the Franchised Business, less sales tax and other taxes you collect. However, as to revenue (including agent fees) you receive as a result of your service as a sales agent for products and services not traditionally offered by a Rental Store (for example, the acceptance of utility bill payments, if we approve your provision of such services from the Rental Store), Gross Rental Payments and Sales includes only your agent fees, if we have approved your service in this regard.
4. Additional amounts typically include the costs for certain technologies such as: Salesforce, DocuSign, Twilio, Prove (formerly Payfone) and access to Rent-A-Center's customer decision engine.
5. The employee manuals are referred to as "The Drive Series" and a description of each manual is listed below for reference.

Training Material	Description
Drive Onboarding Resources	A blended program for new coworkers addressing safety and compliance topics designed to be completed during the first day of employment.
Drive First Gear	A blended onboarding program designed for new coworkers to learn the basic skills and introduce them to the processes used in stores during the first week (6 days) on the job
Drive Second Gear	An on-the-job training program that features hands-on weekly activities that focus on gaining a deeper understanding of the skills introduced in First gear to be completed over their first 90 days of employment.
Drive Fourth Gear	A blended 12-week leadership program to develop future store managers in key competencies. It features self-paced activities, eLearning lessons and live virtual classes.
Drive Fifth Gear	A blended 13-week leadership development program that builds on the competencies introduced in 4 <sup>th</sup> Gear to prepare high potential store managers to the multi-unit level role.
DM Academy	An instructor led 3-day training event to provide new and recently promoted multi-unit managers the tools and resources to achieve a comprehensive understanding of the scope and expectations of the role.

**ITEM 7  
ESTIMATED INITIAL INVESTMENT**

**New Rental Store**

TYPE OF EXPENDITURE	AMOUNT		METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS MADE
	LOW ESTIMATE	HIGH ESTIMATE			
Franchise Fee <sup>1/</sup>	\$35,000	\$35,000	As arranged	On signing the Franchise Agreement	Us
General Contractor Costs <sup>2/</sup>	\$74,000	\$275,000	As arranged	As incurred	General Contractor
Real Estate <sup>3/</sup>	\$3,500	\$13,875	As arranged	Monthly	Landlord
Soft Costs <sup>4/</sup>	\$5,000	\$15,000	As arranged	As incurred	Attorney, Architect and/or Consultant
Furniture, Fixture & Equipment Costs <sup>5/</sup>	\$16,550	\$35,000	As arranged	As incurred	Suppliers
Delivery Vehicle <sup>6/</sup>	\$2,000	\$5,000	As arranged	At purchase	Manufacturer, finance company
Insurance <sup>7/</sup>	\$1,000	\$1,500	As arranged	Monthly	Insurers
Outdoor Signage <sup>8/</sup>	\$7,800	\$25,000	As arranged	As incurred	Suppliers

TYPE OF EXPENDITURE	AMOUNT		METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS MADE
	LOW ESTIMATE	HIGH ESTIMATE			
Training <sup>9/</sup>	\$1,000	\$2,500	As arranged	As incurred	Suppliers of transportation, food, and lodging
Employee Training Platform <sup>10/</sup>	\$125	\$140	As arranged	As incurred	Us
Computer Installation and Training <sup>11/</sup>	\$5,000	\$10,000	As arranged	As incurred	Suppliers, Us
IT & Telecommunications Costs <sup>12/</sup>	\$4,000	\$12,000	As arranged	As incurred	Suppliers, Us
Loss Prevention Costs <sup>13/</sup>	\$5,000	\$20,000	As arranged	As incurred	Suppliers
Opening Promotion and Initial Advertising <sup>14/</sup>	\$15,000	\$25,000	As arranged	As incurred	Suppliers
Security and Utility Deposits <sup>15/</sup>	\$5,000	\$9,000	As arranged	As incurred	Landlord and Utility Companies
Additional Funds for First 12 Months <sup>16/</sup>	\$95,000	\$130,000	As arranged	As incurred	Employees, suppliers, professionals, etc.
Inventory Expenses <sup>17/</sup>	\$74,700	\$87,150	As arranged	As incurred	Suppliers, Us and/or Our Affiliate
<b>TOTAL:</b>	\$349,675	\$701,165			

**NOTES:**

Except as otherwise described below, all payments are non-refundable.

1. Franchise Fee – You will pay an initial franchise fee of \$35,000 paid at the time of signing a franchise agreement related to the opening a new Rental Store. The initial franchise fee is non-refundable.

2. General Contractor Costs – The amount of money you will need to spend with a General Contractor, and the amount you will pay in rent will often depend on the condition of the premises delivered to you by your landlord and the amount of work Landlord is doing to prepare the space for your specific use. These costs include labor, travel, supervision, special taxes, permit fees and their profit. Also included are the leasehold improvements involving expenses associated with the interior and exterior design and layout of the Rental Store, such as the construction, modification, and/or removal of interior walls, and painting, lighting, plumbing, electrical, and cabinetry work which can sometimes be negotiated with the landlord. You should anticipate spending in the range of \$74,000 to \$275,000 with a General Contractor. This amount may also vary according to negotiations with your landlord whereby they may be willing to cover the costs for a greater amount of this scope of work in exchange for a higher monthly rent.

3. Real Estate – These figures represent monthly rental estimates. We estimate that a franchisee in a typical location will need a 4,000 to 4,500 square foot location. The estimated rent of \$9 to \$32 per square foot and an estimated additional \$1.50 to \$5.00 per square foot for common area maintenance, taxes, and insurance (i.e. triple net expenses) was used to estimate an annual rent rate of \$42,000 to \$166,500 or \$3,500 to \$13,875 monthly. Rental costs vary considerably, depending on the location and local market conditions.

We are unable to estimate the total cost of purchasing (as opposed to renting) suitable premises to operate the Rental Store or the amount of any down payment that would be required.

4. Soft Costs – These may include attorney fees, architect fees and consultant fees associated with site investigation, site assessment, code review, permitting and preparation of store layout and architectural drawings. You should anticipate spending in the range of \$5,000 to \$15,000.

5. Furniture, Fixture & Equipment (FF&E) Costs – These include showroom and display fixtures, office furniture, window graphics, store graphics, flooring and carpeting.



6. Delivery Vehicle – These figures represent an estimated range of the down payment for 1 delivery vehicle. This estimate does not include monthly payments. As the number of deliveries increase in your Rental Store, you may desire to purchase or lease an additional vehicle. 1 to 2 vehicles are typically required.

7. Insurance – The estimates are the approximate average of the first monthly payment as required coverage for your Rental Store. This does not include additional monthly or annual payments that will be required by your insurer throughout the operation of your Store.

8. Outdoor Signage Costs – Signage includes building signage and may include monument signage and pylon signage. City codes, Franchisor, and shopping center rules and regulations will determine what can and should be done at your location.

9. Training – Training costs are described in Item 11 of the Disclosure Document and will vary depending on your need for on-the-job training and the location of a Rental Store for this training. Costs shown are for travel, hotel and food during training. No training fee is assessed for initial training.

10. Employee Training Platform – This represents a license to our digital training platform 4 to 5 new employees at a cost of \$15 each to include both First and Second Gear and a \$65 fee for one hard copy of Fourth and Fifth Gear.

11. Computer Installation & Training – Computer costs are described in detail later in Item 11 of this Disclosure Document.

12. IT & Telecommunications Costs – These may include the cost of a phone system, , , network wiring, control panel, permitting, inspection, installation and labor.

13. Loss Prevention Costs – These may include the cost of Closed-Circuit Television, Burglar Alarms, Fire Alarms, Security Gates, Safe and other Security Systems. Local crime statistics, city requirements, existing shopping center security and location history often determine the nature and extent of site-specific security protocols and measures.

14. Opening Promotion and Initial Advertising - In the first 3 months, you should expect to spend costs for advertising development, materials for execution of a soft opening, grand opening event and corporate promotion advertising, which could include digital media, radio remotes, direct mail, and various print media. Advertising is described in Item 11 of the Disclosure Document and expenses will vary depending on the location of the market and the quantity of advertising.

15. Security and Utility Deposits – This estimate includes deposits that may be required by Landlord, utility company and phone company.

16. Additional Funds for the first 12 months – You will need capital to support on-going expenses, such as payroll, utility costs and deposits, wages, tax bonds and business licenses, initial accounting services, and other miscellaneous expenses to the extent these costs are not covered by Gross Rental Payments and Sales. We estimate that the estimated amount will be sufficient to cover on-going expenses for the first 12 months. This amount is an estimate, and we cannot guarantee that you will not have additional expenses starting your business. This amount does not include any payment for debt service. This amount does not include any wages or living expenses for you. We relied on our experience in the rental purchase franchising business (30 years) in estimating your need for additional funds. If you are a new franchisee, you should anticipate higher additional fund needs than if you are a current franchisee.

17. Inventory Expenses – You should anticipate an opening inventory expense, in cash or line of credit, in the range of \$74,700 to \$87,150 for the opening of the Rental Store. As inventory goes out on rent you should be prepared to replace inventory as an ongoing expense. Item 8 of this Disclosure provides additional detail on products and services.

## Development Agreement<sup>1/</sup>

TYPE OF EXPENDITURE	AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS MADE
Development Fee <sup>2/</sup>	\$30,000 to \$60,000	As arranged	On signing the Development Agreement	Us
Initial Investment to Open Initial Rental Store	\$334,675 to \$686,165	See Franchise Agreement Chart in this Item 7.		
TOTAL	\$364,675 to \$746,165	This is the total estimated initial investment to enter into a Development Agreement for the right to open a total of two to four Rental Stores, as well as the costs to open and commence operating your initial Rental Store for the first three months. See Note 3.		

### NOTES:

All payments are non-refundable.

1. Development Fee is based on an estimate of a 2-4 store development at \$15,000 per store to be developed. The development fee is credited to the initial franchise fee at time each Franchise Agreement is signed for a Rental Store.
2. The Development Fee is described in greater detail in Item 5 of this Disclosure Document. The Development Fee set forth in this chart represents the cost to acquire the right to open and operate a total of two to four Rental Stores (provided you comply with your development obligations under the Development Agreement). The Development Fee for two to four stores is \$30,000 to \$60,000 and is due upon executing your Development Agreement. If you agree to open and operate more than four Rental Stores, then your Development Fee will be greater than the estimate in this Chart.
3. This figure represents the total estimated initial investment required to open the initial Rental Store you agreed to open and operate under the Development Agreement. You will be required to enter into our then-current form of franchise agreement for the initial Franchised Business you open under your Development Agreement. The range includes all the items outlined in the Franchise Agreement Chart in this Item, except the Initial Franchise Fee is discounted by \$15,000 (because \$15,000 of your Development Fee is credited against the applicable franchise fee due under each Franchise Agreement for each rental store you open).

### ITEM 8 RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

We reserve the right to designate us or any of our affiliates as the sole provider for products and services which franchisees may currently procure from an approved supplier, including any designated computer systems. Upon such designation, you must promptly purchase from us or our affiliate and commence using such new systems, products or services as we designate.

You are required to purchase or lease certain goods, services, computer hardware and software, supplies, fixtures, equipment, and inventory from us and/or our affiliates, including the SIMS computer system described in Item 11. We have created an online purchasing portal (the "Rent-A-Center Purchasing Portal") which you must use to purchase certain inventory and other products from us. There is no additional fee to access or use the Rent-A-Center Purchasing Portal, however we will derive revenue from the inventory purchases you make via this system. We may also derive revenue from the Supply Services Fee described below, however do not currently collect any amount of Supply Services Fee. If you are constructing a new store, you must also maintain at the Rental Store, at your expense, all of the computer hardware and software, fixtures, furnishings and signs that we specify, and you must obtain such computer hardware and

software, fixtures, furnishings and signs from suppliers that we have approved in writing and not later disapproved. These items include the sales counter, carpet, window/van graphics, audio/video display wall and other interior décor elements. You also must offer for rent or sale only the brands, types and models of inventory from and only from suppliers that we have approved in writing and not later disapproved.

If you want to offer any inventory that has not been previously approved, you must first submit a written request for our approval with specifications of the inventory. We will approve within 2 weeks the proposed inventory if it is consistent with the System, and the image and marketing objectives of the System; and if the inventory meets our standards of quality and reliability. You may only offer for rent or sale electronic products, appliances and other products from suppliers that are currently approved by us.

Suppliers of inventory make bids for approval by providing their prices and samples of goods to us. There are no fees required to secure our approval. Our approval, if furnished, will be revoked if there is poor supplier performance, digital connectivity capabilities, or a lack of price competitiveness. You will receive notification of supplier approval or disapproval in 2 weeks.

We are a supplier of certain inventory, office supplies and advertising materials that are approved for use in conjunction with the System. You are required to purchase at least 80% of your product from us or our affiliate. Our affiliate, Rent-A-Center Texas, L.P., a Texas limited liability partnership, is a supplier of inventory to franchisees. Neither we nor, our parent or any of our affiliates are sole suppliers of any products or services at this time.

We and/or our affiliate negotiate purchase arrangements with manufacturers and other suppliers for your and our benefit. Currently, there are approximately 30 purchase arrangements with suppliers of fixtures, furnishings and signs, vehicles as well as Rental Store inventory such as electronics, appliances and furniture. We do not provide material benefits to you based on your use of approved suppliers of these items.

According to our audited financial statements for the 2023 fiscal year, we had total revenues of \$122,264,282, of which amount \$95,331,600 (approximately 78%) consisted of revenues from our direct sales to our franchisees, which includes both ColorTyme and Rent-A-Center franchisees, and from other required purchases and leases. We estimate that your purchases from us will represent from 80% to 95% of your total purchases and leases in establishing and operating the Rental Store.

No other affiliates derived any revenues from sales of products or services to franchisees.

We do not currently offer any rebate programs to franchisees, but we reserve the right to do so.

You are required to purchase inventory or other products using the Rent-A-Center Purchasing Portal. As you use our supply services, made available to facilitate your purchase of inventory and other products for your Rental Store (including platform costs, administration, ordering, billing, accounting and collection services), we retain the right to receive a percentage of the total amount of each inventory or other product purchase (currently averages 0%, but can range from 0% to 5% of purchased inventory or other products), which amount is added into your price. See "Supply Services Fee" in Item 6.

Certain manufacturers and suppliers also provide us payment term discounts (currently expected to range from 1% to 3%), volume discounts (currently expected to range from 1% to 4.25%), cash rebates, concessions, advertising allowance, discount bonuses and other cash payments based on mandatory and/or voluntary franchisee purchases of computer hardware and software, inventory, fixtures, furnishings, signs and other products and supplies purchased and used by our franchisees. We generally will not pass on these payments or incentives to franchisees, but we reserve the right to do so. We reserve the right to enter into other contracts in the future with new or existing manufacturers and suppliers to provide us similar types of revenue from the sale of their items to you.

We do not have purchasing or distribution cooperatives, but we reserve the right to establish and require franchisees to participate in such cooperatives in the future.

None of our officers currently own an interest in any of our suppliers.

We estimate that the purchases from approved suppliers (including our affiliate) will represent approximately 80% of your total purchases and leases in establishing your Rental Store and 80% to 100% of your total purchases and leases in the continuing operation of the Rental Store, and that purchases in accordance with our specifications where no approved suppliers have been identified will represent approximately 20% of your total purchases and leases in establishing your Rental Store and 0% of your total purchases and leases in the continuing operation of the Rental Store.

You must have insurance complying with the standards contained in the RAC Franchise Owners' Manual or any other manual we may provide in the future (the "Manuals") or otherwise stated by us in writing (and which we may periodically change at our discretion), but the minimum levels for which must be at least: for general liability, one million dollars per occurrence and two million dollars in the aggregate; for auto, at least one million dollars combined single limit; and such worker's compensation minimums as required by state. We require that you, your directors, managers and employees complete our Cyber Security Training course annually at no additional cost to you, or, in the alternative, maintain a data security/cyber policy in the amount of three million dollars in the aggregate. You must list us as an additional insured on the general liability and auto insurance, and insurance must be provided by insurers acceptable to us. You must provide proof of this insurance to us prior to the Rental Store opening and must maintain current coverage during the term of your franchise agreement

You must maintain an adequate mix and inventory of approved products for rent, including special promotional products. Guidelines for the amount and mix of products are in the Manuals but it is generally 150 – 175 pieces averaging \$498 each and therefore amounts to \$74,700 – \$87,150 in inventory. Special promotional products can vary and may be established by us in conjunction with various advertising campaigns. You must maintain on display at your Rental Store the approved rental products which we specify. You must not sell any products other than under purchase options under rental contracts unless we authorize you in writing.

We must approve all advertising you use. Please see Item 11 for details about advertising approval.

Your Rent-A-Center Rental Store must be constructed and completed according to the floor plans and specifications Rent-A-Center provides for the exterior and interior design and layout, fixtures, office furnishings, and signs. You may use any specifications we develop and revise from time to time to secure these services from third parties. Construction and design plans must be submitted to us prior to construction for our approval.

We consider a variety of factors when determining whether to renew or grant additional franchises. Among the factors we consider is compliance with the requirements described above.

## ITEM 9 FRANCHISEE'S OBLIGATIONS

**This table lists your principal obligations under the Franchise and other agreements. It will help you find more detailed information about your obligations in these agreements and in other items of this Disclosure Document.**

Obligation	Section in Franchise Agreement	Section in Development Agreement	Item in Disclosure Document
a. Site selection and acquisition/lease	§§ 1.2, 5.10	§ 1	Items 8, 11
b. Pre-opening purchases/leases	§§ 5.2, 5.4	§ 1	Items 5, 7, 8
c. Site development and other pre-opening requirements	§§ 1.2, 5.2	§§ 1, 3, 5	Items 8, 11
d. Initial and ongoing training	§§ 4.2, 5.3	N/A	Item 11
e. Opening	§ 5.2	§ 3.2	Item 11
f. Fees	§ 3t	§ 2	Items 5, 6
g. Compliance with standards and policies/Operating Manuals	§§ 1.5, 5.1, 5.4	§ 4.2	Items 11, 14
h. Trademarks and proprietary information	Recitals, §§ 6, 7	N/A	Items 13, 14
i. Restrictions on products/services offered	§ 5.4	N/A	Items 5, 8, 16

Obligation	Section in Franchise Agreement	Section in Development Agreement	Item in Disclosure Document
j. Warranty and customer service requirements	§ 5.1	N/A	Item 16
k. Territorial development and sales quotas	N/A	Recitals, §§ 1, 3	Item 12
l. Ongoing product/service purchases	§ 5.4	N/A	Item 8
m. Maintenance, appearance and remodeling requirements	§§ 5.7, 5.8	N/A	Item 8
n. Insurance	§ 11	§ 6.3	Items 7, 8
o. Advertising	§ 9t	N/A	Items 6, 8, 11
p. Indemnification	§ 18.4	§ 10.3	None
q. Owner's participation/ management/staffing	§ 5.3	N/A	Item 15
r. Records/reports	§ 10	N/A	Item 6
s. Inspection/audits	§§ 5.5, 10.7	N/A	Items 6, 11
t. Transfer	§ 12	§ 7	Item 17
u. Renewal	§ 2	N/A	Item 17
v. Post-termination obligations	§ 14	§ 9	Item 17
w. Non-competition covenants	§ 15	N/A	Item 17
x. Dispute resolution	§ 23	§ 14	Item 17
y. Taxes/permits	§ 17	N/A	Item 1
z. Other: Owners/Shareholders Guarantee	§ 16.4, Attachment A	N/A	Item 15

**ITEM 10  
FINANCING**

We do not offer direct or indirect financing. We will not guarantee your note, lease or other obligations.

**ITEM 11  
FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS AND TRAINING**

**Except as listed below, we are not required to provide you with any assistance.**

**Franchise Agreement**

**Pre-Opening Obligations**

We must provide certain supervision, assistance, and services to you but, with the exception of the training described in paragraph 2 below, the Franchise Agreement does not specify if these services will be provided before or after you open your Rental Store. It is our intention to provide the following services before you open your first Rental Store:

- (1) We will assist with floor plans and specifications for the exterior and interior layout for your Rental Store. We also give you the option to use our construction department to hire a general contractor and manage the construction project by paying our then-current fee for such assistance. (Section 4.1)
- (2) We will offer an initial training program to you and your manager. (Section 4.2)
- (3) We will provide on-site assistance and supervision in connection with the opening of your first Rental Store, if, and when, we think it necessary. (Section 4.3)
- (4) We will provide promotional and advertising materials and assistance in connection with the opening of your Rental Store. (Section 4.4)
- (5) We will loan to you one (1) copy of the Manuals. (Section 4.5 and Item 8) The Table of Contents of the Manuals is attached to this Disclosure Document as *Exhibit H*.
- (6) We will provide you with our list of approved products via our purchasing portal, inventory items and supplies. (Section 4.6.2)

- (7) We will provide you with pre-opening consultation and advisory assistance if, and when, we think it necessary on your first Rental Store. (Section 4.7)

We do not provide any assistance with delivery or installation of items and we do not generally own and lease the Rental Store premises to our franchisees.

### **Continuing Obligations**

During your operation of the Rental Store, we must provide the following assistance and services:

- (1) We will provide you with continuing consultation and advisory assistance if, and when, we think it necessary. (Section 4.7)
- (2) We will review and approve or reject samples of all advertising and promotional plans you submit to us. (Section 4.6.3)
- (3) We will conduct inspections of the Rental Store. (Section 4.6.1)

### **Development Agreement**

The Development Agreement states that we may or will supply the following assistance and services to you:

- (1) We may provide you with demographic data about any development area in which you will be opening Rental Stores to assist you with site selection for the Rental Stores. (Section 4.1)
- (2) We will lend to you one (1) copy of the Manuals. (Section 4.2)

### **Site Selection**

The Franchise Agreement grants a franchise for a specific address which you have selected, and we have approved. (Section 1.2) If, however, at the time you sign the Franchise Agreement, you have not selected, and we have not approved, a location for your Rental Store you must submit in writing the proposed site to us. We will have 10 days after we receive the proposed site from you to approve or disapprove the site. In the typical case, we will help you with site selection by conducting a market analysis of the proposed location, and a review of the physical attributes of the proposed location. Our analysis includes demographic reports and maps of potential site locations. The factors we consider in approving sites include population density, vehicle traffic, median household income, location of any competitors, co-tenancy, access, visibility, parking convenience, and other factors that may be relevant to your market. If we do not agree on a location within two (2) months, we will, at our option, extend the approval process for an additional one (1) month. If we and you do not agree on a location and no approved location is secured, we have the option to terminate the Franchise Agreement. (Section 13.3)

If you are a Developer, all of your Rental Stores must be located within the Development Area described in the Development Agreement.

These procedures and time limitations for site selection will be applicable to all System franchisees.

### **Store Construction**

Your Rent-A-Center Rental Store must be constructed and completed according to the floor plans and specifications Rent-A-Center provides for the exterior and interior design and layout, fixtures, office furnishings, and signs. You may use any specifications we develop and revise from time to time to secure these services from third parties. Construction and design plans must be submitted to us prior to construction for our approval.

## Store Opening

You must open a Rental Store and commence business within six (6) months from the date you sign the Franchise Agreement (Section 5.2). The typical time between signing the Franchise Agreement and opening is three (3) to six (6) months. Factors that affect this length of time include obtaining leased premises, completing financing arrangements, and completing delivery and installation of equipment, fixtures, signs, and inventory. We will provide field operation help when opening your first Rental Store. If you do not open your Rental Store within six (6) months of signing the Franchise Agreement, we have the option to terminate the Franchise Agreement (Section 13.2).

## Training Programs

### Initial Training Program

At any time before opening the Rental Store, we may require you and your manager to successfully complete (to our satisfaction) our *two-day* onboarding training program to our satisfaction. The Onboarding Training Program takes place over *two-days* at our headquarters in Plano, Texas. We conduct training on an as-needed basis. You will be responsible for your travel expenses to and from Plano, Texas, and there are no additional charges.

### ONBOARDING TRAINING PROGRAM

SUBJECT TAUGHT	HOURS OF CLASSROOM TRAINING	HOURS OF ON-THE-JOB TRAINING	LOCATION	DESCRIPTION AND AUDIENCE
HR Operations, Reporting, and Communications	4		Plano, TX	In-depth discussion of transitioning of coworkers, equal benefits, active training on how to notify staff
FranConnect	1		Plano, TX	Overview of FranConnect Platform
Checklist, Alignment, Logistics, Vendor Intro and Store Setup Forms	1		Plano, TX	Meeting with Operations Support
Point of Sale Configuration and Demo	2		Plano, TX	Explain data needed for smooth transfer
Purchasing and Inventory	1		Plano, TX	Discussion of standard inventory needed per store and how/when to order
Finance and Ops Reports	1.5		Plano, TX	Overview of accounting practices
Fleet and Communications	.5		Plano, TX	Disclose Trucks on premises and process to work with leasing agency (if needed)
Marketing	1		Plano, TX	Overview of marketing materials, determining POP needs
Pricing	1		Plano, TX	How to set up pricing for product
Transaction Matters	1.5		Plano, TX	Review of any additional matters that need to be complete in order to finalize transaction.
<b>TOTAL</b>	<b>14.5</b>	<b>0</b>		

The onboarding training program is required for new franchisees who do not have prior experience operating a rent to own business. If you have prior experience operating a rent to own business or currently operate a Rental Store, we may, at our option, choose not to require or provide an initial training program; alternatively, we may provide a training program which differs from our typical initial training program, and which is more suitable to your knowledge and experience.

In some cases, you and your manager may also be required to complete our initial training program entitled the “The Drive Series”, which is divided into a series of “gears”.

First and Second Gear represent the onboarding program for new store coworkers.

- First Gear is designed to bring new coworkers up to speed on the basic skills and processes used in stores on a daily basis. First Gear begins with *six days* spent learning all about the rent-to-own model, the business, and our customers.
- Second Gear is a *12-week* program that challenges coworkers to use the basic knowledge received in First Gear and gain a deeper understanding of the business and how it relates to customers and a store's operational goals. A coworker should be done with Second Gear by the 90th day of employment.

In addition to First Gear and Second Gear, Drive has gears designed for leadership development.

- Fourth Gear is a blended learning course where participants will acquire the skills and knowledge necessary to successfully transition into the manager role within the store. Over the course of this *12-week* program, coworkers will complete the learning activities, participate in group virtual training sessions, and will acquire on the job training and mastery of required skills by shadowing their manager. This course is divided in the following competencies: people, planning & organizing, problem solving and leadership.
- Fifth Gear is a highly collaborative, learner-driven, *13-week* program created to simulate the responsibilities of a Multi-Unit Manager. A store manager or sales manager in the program will balance their current responsibilities with weekly assignments designed to help them develop the knowledge and habits that lead to becoming a successful Multi-Unit Manager. The course leverages the competencies introduced in 4th gear, but with a multi-unit level perspective.
- DM Academy is a *three-day* training event designed to provide new or recently promoted District Managers and select high-performing, promotable Single-unit Managers with a comprehensive understanding of the scope and expectations of the District Manager role, as well as tools and resources to support success.

The training program covers operational procedures and philosophies of operating a Rent-A-Center Rental Store. Our training program is under the direction of Dr. Megan McKee, PhD, Vice President of Training and Communications. Dr. McKee has been with us and Rent-A-Center since 2014. She is listed in Item 2 of this Disclosure Document.

The “Drive Series” of training platform and books for franchisee employees, are available for licensing and purchase as outlined in ITEM 6.

If we require employee training in connection with your New Rental Store, you will be required to pay us a per-employee training licensing fee prior to opening. This fee will cover the cost of an interactive training platform for 4 to 5 new employees at a cost of \$15 per employee. Additionally, you will be required to purchase one additional Fourth Gear training manual for your store manager at a cost of \$65. There are no other charges currently associated with our training program.

### **Additional Training Programs**

Over the term of the Franchise Agreement, you and your employees also may attend all additional training programs or seminars that we may offer from time to time. These programs are optional. We will provide



instructors, facilities and training materials for optional programs, but you must pay any expenses for travel, meals and lodging incurred in attending these programs. At your request, we may, in our sole discretion, provide additional training as we deem appropriate. You must pay us our cost for providing such additional training.

## **Advertising**

### **Advertising Requirement**

You are required to spend a combined total of 3% of Gross Rental Payments and Sales on local advertising and the National Ad Fund contribution (the "Advertising Requirement"). The National Ad Fund contribution is credited towards your total Advertising Requirement and is currently \$1,050 per month, per store. We reserve the right to periodically increase the Advertising Requirement in our sole discretion, but in no event shall the Advertising Requirement exceed 4.5% of Gross Rental Payments and Sales. Additionally, in the first 3 months, you should expect to spend between \$15,000 and \$25,000 for advertising development, materials for execution of a soft opening, grand opening event and corporate promotion advertising, which could include digital media, radio remotes, direct mail, and various print media.

You must spend the portion of the Advertisement Requirement not contributed to the National Ad Fund as we prescribe in the Manuals or otherwise in writing. You may not use your own advertising and promotional materials without our prior written approval. You must submit to us samples of all advertising and promotional plans and materials before you use them. All plans not approved in writing ten (10) business days after we receive them shall be deemed disapproved. We also have the right at any time after you begin using approved material to prohibit further use, effective immediately on your receipt of written notice.

### **Local Advertising**

You must provide documentation of your local advertising expenditures upon our request. Your own advertising and promotional materials must be dignified in manner and conform to our standards in the Manuals or otherwise in writing. You may not use your own advertising and promotional materials without our prior written approval. You must submit to us samples of all advertising and promotional plans and materials before you use them. All plans not approved in writing ten (10) business days after we receive them shall be deemed disapproved. We also have the right at any time after you begin using approved material to prohibit further use, effective immediately on your receipt of written notice. We do not require franchisees to participate in a local or regional advertising cooperative.

### **National Ad Fund**

We have established a National Ad Fund for the System referred to in the Franchise Agreement as the "Fund"). We are currently collecting a flat fee of \$1,050 per month for the National Ad Fund, however we reserve the right to collect 3.0%-4.5% of your monthly Gross Rental Payments and Sales in place of this flat fee. As of the date of this Disclosure Document, the Rent-A-Center Company-Owned outlets contribute approximately 2.6% of monthly Gross Sales per Store to the Fund. We, or our designee, will administer the National Ad Fund as follows:

We direct all advertising programs with sole discretion over the materials and media used and their placement and allocation. The purpose of the National Ad Fund is to maximize general public recognition and acceptance of the Proprietary Marks for the benefit of the System, and we and our designee are not obligated to make expenditures for you which are equivalent or proportionate to your contribution, or to ensure that any particular franchisee benefits directly or *pro rata* from the placement of advertising.

All monies collected as contributions to the National Ad Fund will be accounted for separately from our other funds, and we separately account for all contributions and expenditures. We will not use contributions to defray any of our general operating expenses, except for reasonable administrative costs and overhead, if any, that we may incur in activities related to the administration or direction of the National Ad Fund and advertising programs. Administrative expenses include salaries for actual program and graphic production of advertising materials and program management salaries. No funds contributed to the National Ad Fund will be used for advertising for which the principal purpose is to solicit new franchisees.

We anticipate that all contributions to the National Ad Fund will be spent for advertising and promotional purposes during the taxable year when the contributions are made. If any amount remains in the National Ad Fund at the end of a taxable year, all expenditures in the next taxable year will be made first out of current interest or other earnings of the National Ad Fund, next out of accumulated earnings, and finally from principal.

Annually we will prepare an unaudited statement of monies collected and costs incurred related to the National Ad Fund and make it available to you for review on our intranet. No independent audit of the National Ad Fund is conducted. During our 2023 fiscal year, we used 2% on in-store POP, 54% on digital marketing, 12% on broadcast media, 4% on marketing technology enhancements and 28% on administrative expenses.

Although the National Ad Fund is intended to be of perpetual duration, we can terminate the National Ad Fund; however, we cannot terminate the National Ad Fund until all money in it has been spent for the purposes described above or returned to the contributors still under the Rent-A-Center franchise agreements with RAC Franchise at the cessation of the National Ad Fund.

We typically develop creative materials and disseminate advertising in direct mail, point-of-purchase materials (POP), television commercials, radio, and internet as well as customer and store employee incentive programs. The source of the advertising is an in-house ad department and outside vendors, and the scope is national. Neither we, nor any affiliate, receive any payment for providing goods or services to the National Ad Fund. However, the salaries of the in-house advertising department related to the advertising that is developed can and will be paid by the National Ad Fund.

In conjunction with participation in the National Ad Fund, you must sign the Advertising and Marketing Participation Agreement attached as Attachment C to the Franchise Agreement.

### **Franchise Advisory Council**

We currently have established a franchise advisory council, and we retain the power to change or dissolve any franchise advisory council. This council is composed of franchisees, and it provides input on advertising and other System policies. The members of the council, if established by us, will be elected by franchisees. The council serves in an advisory capacity only. All final decisions regarding the System will be made by us.

### **Electronic Advertising**

#### **Internet**

We have established and maintain a website to provide information about Rent-A-Center and the products and services that Stores offer (the "**Website**"). We have control over the Website's design and contents, including with respect to any online sales. We have no obligation to maintain the Website indefinitely, and we may dismantle it (and if dismantled may reinstate it) at any time.

You may not develop your own website or link any websites to the Website. In all cases, we will have sole discretion and control over any profile(s) using or relating to the Proprietary Marks, or that display the Proprietary Marks, that are maintained on social media outlets, including without limitation Facebook, Instagram, TikTok, Twitter or other similar outlets that may exist in the future. You are not permitted to establish a social media profile for your Store.

#### **Intranet (FranConnect)**

We have established and maintain an intranet software program through which franchised Rental Stores and RAC Franchising through which we disseminate updates to the Manuals and other confidential information (the "**Intranet**"). Our current vendor for the Intranet is FranConnect. We will have no obligation to maintain the Intranet indefinitely. We have established policies and procedures for the Intranet's use. We do not permit the use of abusive, slanderous or otherwise offensive language in electronic communications; (b) nor do we permit any communications that endorse or encourage breach of any franchisee's franchise agreement; (c) the confidential treatment of materials that we transmit via the Intranet must be maintained

per the terms of the franchise agreement; (d) RAC Franchise has established password protocols and other security precautions. We reserve the right to suspend or revoke franchisee’s access to the Intranet should they violate the above-listed terms. Separately, we offer franchisees the ability to maintain a private library to house their onboarding materials, documents, and other media within FranConnect and visible only to their respective franchise group (collectively, the “Franchisee Library”). We make no claim to the Franchisee Library and the franchisee is required to maintain our policies and procedures at all times. As this is a web-based software, you are not required to purchase and install any additional software to the Rental Store’s information system. Your obligation to maintain connection with the Intranet will continue until your Franchise Agreement’s expiration or termination (or, earlier if we dismantle the Intranet). You must contribute up to \$350 per year per store (currently, \$200 per year, per store) to the cost of the Intranet’s maintenance and further development as provided in Items 5 and 6 (Franchise Agreement, Section 5.13).

**Other Advertising**

We may occasionally offer to provide, at no additional cost outside your National Ad Fund contribution, approved local advertising and promotional plans and materials.

We may post Rental Store information on your behalf via online business listings. It is your responsibility to manage the reputation of your Rental Store by tracking and promptly responding to negative online comments by customers through social media outlets such as Facebook and online directories such as RentACenter.com, Yelp, Better Business Bureau, Google, or another customer-facing medium.

**Manuals**

You will be provided access to the RAC Franchise Owners’ Manual and any future manual which we require containing mandatory and suggested specifications, standards, and operating procedures (the “Manuals”). The Manuals are designed to protect the Rent-A-Center System and goodwill of the Proprietary Marks associated with the System and foster a uniform quality of operations throughout the System. This Manual is not meant to control the day-to-day operations of your Store. You shall at all times remain responsible for the operation of the Store, and all activities occurring at the Store. You must hire, train, discipline and otherwise be solely responsible for Store employees. We are not responsible for and do not direct or control the conduct of any Store employee. The table of contents for the RAC Franchise Owners’ Manual is attached as *Exhibit H*. The Manuals are currently 152 pages in length; however, all aspects of the Manuals may be modified by us from time to time, and you must comply with the Manuals as modified.

**Computer Systems**

You must, at your expense, purchase, lease and maintain such computer hardware and software, required dedicated telephone and power lines, modem and high-speed internet service, printer(s) and other computer-related accessories or peripheral equipment as we specify, for the purpose of, among other functions, recording rentals, sales and other record keeping and central functions. We have the independent right to upload and download data, trouble shoot and perform diagnostic checks, retrieve whatever data and information we need from your computer system, and share that data with our affiliates, Company-Owned stores, and other system franchisees, and there are no contractual limits on our rights. In view of the contemplated interconnection of computer systems and the necessity that such systems be compatible with each other, you must strictly comply with our standards and specifications for all item(s) associated with your computer system.

You also must keep your computer system in good maintenance and repair. If we so direct, you must promptly install, at your expense, such additions, changes, modifications, substitutions and/or replacements to your computer hardware, software, telephone and power lines, high-speed internet service and other computer-related facilities, as we direct.

We currently use and you must purchase the following hardware components and software programs:

<b>HARDWARE REQUIRED</b>	
<b>QUANTITY</b>	<b>DESCRIPTION</b>
1	DELL ** Optiplex 3080 Micro

<b>HARDWARE REQUIRED</b>	
<b>QUANTITY</b>	<b>DESCRIPTION</b>
1	DELL ** DELL Latitude 5310 2-IN-1
1	DELL Dock- WD19 90W Power Delivery - 130W AC
1	HP EliteDisplay E223 - LED monitor - Full HD (1080p) - 21.5"
1	DELL 24 Touch-Monitor - P2418HT
1	HP LaserJet Enterprise MFP M528dn - multifunction printer - B/W
2	HP media tray / feeder - 550 sheets
1	HP LaserJet Pro MFP M428fdn - multifunction printer - B/W
1	Samsung Galaxy Tab Active Pro - tablet - Android - 64 GB - 10.1" - 3G, 4G
1	Samsung Universe Galaxy Active Case Pro 10IN XL Black/Clear Pro
1	Logitech Desktop MK120 - keyboard and mouse set

Hardware components may be purchased from our approved supplier, Insight.

Prior to opening, we will assist with the installation of your SIMS computer point of sale system. The total cost of hardware, software, installation and training for a new store range from \$6,000 to \$12,500. This amount is in addition to the approximately \$4,000 to \$12,000 you will be required to spend on certain IT and Telecommunications equipment, including the cost of a phone system, fax, electronic mail, intranet, wiring, control panel, permitting, inspection, installation and labor. You will be required to enter into our current form of network equipment lease agreement in connection with the build-out and maintenance of the SIMS system. We estimate the cost of any optional or required maintenance updating, upgrading or support contracts to be approximately \$500 to \$1,000 per year.

**Customer Information Security Program**

You must implement and comply with our then current customer information security program for the Rental Store, which includes identifying an employee to be in charge of the implementation of the program for your Rental Store, training of all your employees and responsibility over your vendors. You are solely responsible for maintaining security for the information you obtain from your customers, and you must indemnify us if you fail to maintain such security. Your failure to comply with our program is also a default under your Franchise Agreement.

**Electronic Monitoring Policy**

You must implement and comply with our then current policy regarding electronic monitoring technology including but not limited to complying with any decision and order issued by the Federal Trade Commission (“FTC”) as well as any subsequent authority and guidance issued by the FTC or any applicable federal, state, or local governing bodies. We do not condone the unauthorized use of any geophysical location tracking technology or monitoring technology that has the capability of invading the privacy of customers. If you use or offer any technology which has the ability to permit you to monitor remotely the customer, you must ensure that any option to monitor the customer without the customer’s permission or that might invade the customer’s privacy in any way is disabled. You are solely responsible for your use of electronic monitoring technology, and you must indemnify us related to any failure to protect customers’ privacy. Any practice or use by you that results in the invasion of a customers’ privacy is a default under your Franchise Agreement.

**Incentives**

Occasionally at our sole discretion and for a limited time only, we offer incentives, such as cash rewards to existing franchisees that refer a prospect to us which results in the signing of a Franchise Agreement by a new franchisee.

**Acima Consignment Program**

Acima offers a program whereby select merchandise owned by Rent-A-Center through Acima is transferred to you directly by Acima customers. This merchandise may either be returned inventory or inventory retained by customers of Acima who have failed to renew their rental-purchase agreements or return the

merchandise as required by the terms of the rental-purchase agreements (the "Consignment Inventory"). Under this program you will receive Consignment Inventory and offer the Consignment Inventory to your customers, including, at your option, to the customer who returned the merchandise, in the ordinary course of operations. You have the sole discretion to determine pricing and/or terms of any subsequent rental or sale of the Consignment Inventory.

Acima will allow you to take possession of the Consignment Inventory at no initial cost, but you will pay us 25% of the Acima Consignment Rental Revenue and Sales once the merchandise is sold to your customers. Upon execution of the franchise agreement, you will also be required to sign the Acima Consignment Agreement, a copy of which is attached here as *Exhibit J*.

## ITEM 12 TERRITORY

As described in Item 1, we offer franchises for RimTyme businesses. These businesses may be placed in, solicit and accept orders in your Protected Territory and Development Areas (defined below). RimTyme businesses offer products and services that are different from those generally offered by Rent-A-Center businesses. Additionally, we offer franchises under the ColorTyme brand which offer products and services that are the same or similar to those generally offered by Rent-A-Center Businesses and these businesses may be placed in, solicit and accept orders in your Protected Territory. You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control.

Rent-A-Center periodically acquires other rent to own systems, and it is possible that Rent-A-Center may compete with your Rental Stores indirectly through acquisitions. If Rent-A-Center acquires a rent to own system with stores in your Protected Territory, you will be given the option to purchase the competing store(s) upon the acquisition at Rent-A-Center's per store cost. This option must be exercised within 15 days of receipt of notice from you and closing must occur within 30 days. Upon exercising this option, you must sign a then-current form of the Franchise Agreement which shall require payment of the then-current Initial Franchise Fee. Should you not exercise your option to purchase as described above, Rent-A-Center shall retain the right to acquire said Rental Store which shall be permitted to operate inside your Protected Territory.

### Franchise Agreement

You are granted the right to operate a Rental Store at a single address you select, and we approve (the "**Approved Location**"). You may relocate the Rental Store subject to our approval. Our approval is based on the same standards used to approve new or renewal Rental Store sites, as described in Item 11. Other than what has been provided in this Item 12, during the term of the Franchise Agreement, neither we nor any affiliate will establish or operate, or franchise any entity to establish or operate, a Rental Store using the Proprietary Marks and System at any physical location within a certain radius from the Approved Location to be stated in the Franchise Agreement ("**Protected Territory**"). The radius will likely differ among franchisees and will be determined by the demographics of the area in which the Rental Store is situated. As a general rule, the radius will be a minimum of 1 mile, but may differ in certain instances.

The franchise is non-exclusive, and we retain the right, for ourselves or through any affiliate, to: (a) own, acquire, establish and/or operate, and license others to establish and operate, rental stores and other businesses using the Proprietary Marks and/or System outside the Protected Territory (which may serve customers inside the Protected Territory); (b) own, acquire, establish and/or operate, and license others to establish and operate, rental stores and other businesses using other proprietary marks or other systems, whether such businesses are the same, similar, or different from the Rental Store, at any location within or outside the Protected Territory; (c) distribute, at retail or wholesale, directly or indirectly, or license others to distribute, any products which bear any proprietary marks, including the Proprietary Marks, whether within or outside the Protected Territory; (d) own, acquire, establish and/or operate, and license others to establish and operate, businesses or kiosks or mobile storefront units under the Proprietary Marks, which businesses may be similar to the Rental Store. We are not restricted from collecting or accepting orders inside the Protected Territory and provide no compensation to you for doing so. We are not restricted from selling products under any marks, including the Proprietary Marks, via alternative channels of distribution, including but not limited to, the Internet, in your Protected Territory. We will not provide you any

compensation for orders we accept or products we sell via alternative channels of distribution such as the Internet.

Currently, Rent-A-Center owns Acima which provides lease-to-own options within certain auto wheel & tire, furniture & mattress, appliance, jewelry, home electronics and eyewear retailers. Rent-A-Center is not restricted from establishing Acima units within your Protected Territory.

You are not restricted from selling to customers located outside of your Protected Territory, nor are other franchisees or our corporate locations restricted from selling to customers located within your Protected Territory. You may not, however, perform direct advertising and marketing of customers outside your Protected Territory, without our prior consent.

Continuation of the Protected Territory is not dependent upon your achievement of a certain sales volume, market penetration, or other contingency. The Franchise Agreement does not provide you with any options, rights of first refusal or similar rights to acquire additional franchises within the Protected Territory or areas contiguous to the Protected Territory.

### **Development Agreement**

The Development Agreement describes an area within which each Rent-A-Center Rental Store you develop under the Development Agreement will be located (the "**Development Area**"). During the term of the Development Agreement, we will not establish or operate, or authorize anyone else to establish or operate, a Rent-A-Center Rental Store within the Development Area. The boundaries of the Development Area will be determined by, among other things, the number of competitors, total population, density of population, demographic studies, natural or urban boundaries, and the number of Rental Stores desired. Each Franchise Agreement for a Rental Store developed under the Development Agreement will designate the Protected Territory for such Rental Store, as described above. The Development Agreement does not provide you with any options, rights of first refusal or similar rights to acquire additional franchises within the Protected Territory or areas contiguous to the Protected Territory.

During the term of the Development Agreement, we will not establish or operate, or franchise other persons to establish or operate, a Rent-A-Center Rental Store which is located within the Development Area. Your rights under the Development Agreement are not exclusive, and we specifically reserve the right, to: (a) own, acquire, establish and/or operate, and license others to establish and operate, a Rental Store outside the Development Area; (b) own, acquire, establish and/or operate, and license others to establish and operate, rental stores and other businesses under other proprietary marks or other systems, whether such stores or businesses are the same, similar, or different from the stores or businesses operating under the System, and whether such businesses are located within or outside the Development Area; (c) distribute, at retail or wholesale, directly or indirectly, or license others to distribute, any products or services under any proprietary marks, including the Proprietary Marks, whether within or outside the Development Area; and (d) to own, acquire, establish and/or operate, and license others to establish and operate, businesses or kiosks or mobile storefront units under the Proprietary Marks, which businesses may bear similarities to Rental Stores.

The continuation of your protected rights in the Development Area is subject to your fulfillment of your obligations under the Development Agreement. The remedies available to us in the event of your default under the Development Agreement include the right, but not the obligation, to eliminate or reduce your rights described in the preceding paragraph within the Development Area.

The Development Agreement requires that you develop the Rental Stores within your territory according to a Development Schedule. Should you fail to open the required number of stores according to the schedule, RAC Franchising may terminate your Development Agreement. If a good faith effort has been made to meet the Development Schedule, then you may be eligible for an extension of 1 to 18 months by paying a \$1,000 per month extension fee. Extension fees will not be credited towards initial franchise fees.

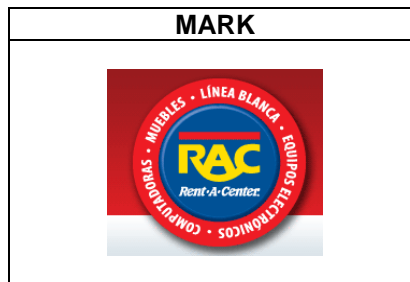
**ITEM 13**  
**TRADEMARKS**

The Franchise Agreement licenses you to use the System, which includes the Proprietary Marks. We have taken and will take all steps reasonably necessary to preserve and protect its ownership and the validity of the Proprietary Marks.

As of the issuance date of this Disclosure Document, the following trademarks and service marks currently in use with the System have been registered by Rent-A-Center West, Inc. on the Principal Register with the United States Patent and Trademark Office (“USPTO”) and licensed to us for use and franchising the System. Rent-A-Center West, Inc. has granted us a non-exclusive license to use and sublicense the use of the Proprietary Marks.

MARK	REGISTRATION NUMBER	REGISTRATION DATE
	4031722	September 27, 2011
RENT-A-CENTER	4153948	June 5, 2012
RENT-A-CENTER	4154195	June 5, 2012
RAC	3161654	October 24, 2006
	2876244	August 24, 2004
RAC WORRY FREE GUARANTEE	3620130	May 12, 2009
RAC WORRY FREE GUARANTEE	3620129	May 12, 2009
RAC WORRY FREE GUARANTEE	3620128	May 12, 2009
RAC WORRY FREE GUARANTEE	3620131	May 12, 2009
RAC WORRY FREE GUARANTEE	3623803	May 19, 2009
RAC WORRY FREE GUARANTEE	3623804	May 19, 2009

In certain markets, we use and will license you to use a Spanish translation of our Mark listed above with Registration No. 4031722 as shown below. Please note that the Spanish translation is not federally registered.



There are currently no effective determinations of the USPTO, Trademark Trial and Appeal Board, the Trademark Administrator of this State or any court; and there are no pending infringements, opposition or cancellation, proceedings or pending material litigation involving the principal trademarks. There are also

no agreements currently in effect which significantly limit our rights to use or license the use of the trademarks listed above in a manner material to our franchisees. All required affidavits have been filed.

There are no infringing uses of the Proprietary Marks actually known to us that could materially affect your use of the Proprietary Marks in this state or elsewhere. We have the right to control any administrative proceeding or litigation involving the Proprietary Marks, and we will defend you against any third-party claim, suit, or demand arising out of your use of the Proprietary Marks. If we determine that you have used the Proprietary Marks in accordance with the Franchise Agreement, we will pay for your defense, including the cost of any judgment or settlement. If we determine that you have not used the Proprietary Marks in accordance with the Franchise Agreement, you will pay for your defense, including the cost of any judgment or settlement. If there is litigation relating to your use of the Proprietary Marks, you must sign any documents and do any acts necessary, in our opinion, to carry out such defense or prosecution, including becoming a nominal party to any legal action. Except to the extent that the litigation is the result of your use of the Proprietary Marks in a manner inconsistent with the terms of the Franchise Agreement, we will reimburse you for your out-of-pocket litigation costs in cooperating with us with respect to the litigation.

If you learn that any third party whom you believe is not authorized to use the Proprietary Marks is using the Proprietary Marks or any variant of the Proprietary Marks, you must promptly notify us. We will determine whether or not we wish to take any action against the third party. You will have no right to make any demand or to prosecute any claim against the alleged infringer for infringement. We reserve the right to substitute different proprietary marks for use in identifying the System and the businesses operating under them if the Proprietary Marks no longer can be used, or if we determine that substitution of different proprietary marks will be beneficial to the System. In these circumstances, the Franchise Agreement will govern the use of the substituted proprietary marks, and we will not compensate you for this substitution. You must implement promptly any substitutions of this kind.

We reserve the right to substitute different proprietary marks for use in identifying the System and the businesses operating under them if the Proprietary Marks no longer can be used, or if we determine that substitution of different proprietary marks will be beneficial to the System. In these circumstances, the Franchise Agreement will govern the use of the substituted proprietary marks, and we will not compensate you for this substitution. You must implement promptly any substitutions of this kind.

Any use of the Proprietary Marks not authorized by the Franchise Agreement terms will be deemed an infringement. You may not use the Proprietary Marks in your corporate or other legal name.

You have no right to use or to license others to use the Proprietary Marks under the Development Agreement. The Development Agreement does not grant Developers any right to use the Proprietary Marks.

#### ITEM 14 **PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION**

We do not own any rights in or licenses to any patents or copyrights that are material to the franchise. However, we do own all proprietary rights in and to the Rent-A-Center Franchise System.

#### **Confidential Information**

You must not, during or after the term of the Franchise Agreement, communicate, divulge or use for the benefit of any other person, any confidential information concerning the methods of operation of our business or a Rental Store which we may communicate to you. Any information or techniques we designate as confidential will be considered confidential for the purposes of the Franchise Agreement. You must divulge confidential information only to your employees who must have access to it in order to fulfill their employment obligations, or that must comply with an order of a court or arbitrator.

Any employees of yours who may have access to any of our confidential information must sign and execute covenants saying that they will maintain the confidentiality of information they receive in connection with their employment. These covenants must be in a form satisfactory to us, including specific identification of us as a third-party beneficiary of the covenants with the independent right to enforce them.



## **Manuals**

You must treat the Manuals approved for use in the operation of the franchised business, and the information contained in them as confidential. You must also use all reasonable efforts to maintain the information as secret and confidential. You may not at any time, without our prior written consent, copy, duplicate, record, or otherwise reproduce any part of these materials, nor otherwise make them available to any unauthorized person. The Manuals will at all times remain our sole property. We may occasionally revise the contents of the Manuals, and you must comply with each new or changed standard. You must ensure that your copy of the Manuals is kept current, and if there is a dispute about the contents of the Manuals, the terms of the master copy that is maintained by us on our intranet system will control.

### **ITEM 15**

#### **OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISED BUSINESS**

You (if you are an individual), or one of your owners approved by us (if you are an entity), or a manager employed by you and approved by us, must devote full time, energy, and best efforts to the management and operation of the Rental Store. If you are a legal entity, you must be organized exclusively to operate, and your organizational document must provide that your activities are confined exclusively to operating the Rental Store.

We do not otherwise require your direct, on-premises supervision, but we do recommend this kind of supervision. Your manager may be required to attend and complete our training program, as described in Item 11. If you are a legal entity, we do not require your manager to have any equity interest in your Rental Store. Your manager and other individuals must sign covenants of confidentiality and non-competition, as described in Items 14 and 17.

Unless you are a company with securities registered under the Securities Exchange Act of 1934, we will require any individual holding 10% or more ownership interest in the entity to sign the Guarantee, Indemnification and Acknowledgment which is attached to the Franchise Agreement as *Attachment A*. We may, when business circumstances warrant, relax or waive this requirement in certain limited situations.

### **ITEM 16**

#### **RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL**

You are restricted with respect to the products or services offered by the Rental Store for rent. You must offer only the brands, types, and models of products from and only from suppliers that we have approved in writing and not disapproved afterwards. You must maintain on display at the Rental Store a representative line of approved rental products. You must confine your activities exclusively to operating the Rental Store (unless we have given prior written approval to engage in specified additional activities).

You are not limited in the customers to whom you may provide services. We have the right to change the types of authorized goods and services, and there are no limits on our right to make changes. For a description of restrictions on your purchases, see Item 8 of this Disclosure Document.

You may charge whatever prices you wish to our mutual customers as long as they do not exceed any state or federal statutes, but we would encourage you to keep consistent with nationally advertised prices.

### **ITEM 17**

#### **RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION**

#### **THE FRANCHISE RELATIONSHIP**

**This table lists certain important provisions of the Franchise and Development Agreements. You should read these provisions in the agreements attached to this Disclosure Document.**

<b>Provision</b>	<b>Section in Agreements</b>	<b>Summary</b>
a. Length of the franchise term	§ 2.1 of Franchise Agreement. § 5.1 of Development Agreement.	Franchise Agreement term is for 5 or 10 years. The term of the Development Agreement depends on the Development Schedule.
b. Renewal or extension of the term	§ 2.2 of Franchise Agreement. §§ 5.2 and 5.3 of Development Agreement.	You may renew the franchise for one additional term provided that you satisfy our requirements, including signing our then-current form of franchise agreement, which may have different terms than your Franchise Agreement and payment of renewal fee of \$2,500.  You may extend the Development Schedule in the Development Agreement under certain terms. You may not renew the Development Agreement.
c. Requirements for you to renew or extend	§ 2.2 of Franchise Agreement. § 5.2 of Development Agreement	Notice, renovation, satisfaction of monetary obligations, compliance with Franchise Agreement, sign new agreement (which may contain materially different terms and conditions as the original agreement), and others.  Made good faith effort to meet Development Schedule, written request, franchisor approval and monetary obligation under Development Agreement to extend. No right to renew.
d. Termination by you	Not applicable in Franchise Agreement or Development Agreement.	Not applicable.
e. Termination by us without cause	Not applicable in Franchise Agreement or Development Agreement.	Not applicable.
f. Termination by us with cause	§ 13 of Franchise Agreement. § 8 of Development Agreement.	Breach of agreement and other grounds.
g. "Cause" defined – curable defaults	§ 13 of Franchise Agreement. § 8 of Development Agreement.	Breach of agreement and other grounds. Breach of any other agreement between you and us and our affiliate.
h. "Cause" defined – non-curable defaults	§ 13 of Franchise Agreement. § 8 of Development Agreement.	Breach of agreement and other grounds.
i. Your obligations on termination or non-renewal	§ 14 of Franchise Agreement. § 9 of Development Agreement.	Discontinue development or operations; pay amounts due; and others. You must grant us the immediate right to access and service all customer accounts associated with the Store, and we may purchase the accounts and the subject inventory. You must execute a general release.
j. Assignment of contract by us	§ 12 of Franchise Agreement. § 7 of Development Agreement.	No restriction on our right to transfer.
k. "Transfer" by you – definition	§ 12 of Franchise Agreement. § 7 of Development Agreement.	Covers transfer of interest in either agreement, the Rental Store, the assets of your business, and others.
l. Our approval of transfer by you	§ 12 of Franchise Agreement. § 7 of Development Agreement.	We have the right to approve transfers.
m. Conditions for our approval of transfer	§ 12 of Franchise Agreement. § 7 of Development Agreement.	Payment of amounts due; payment of transfer fee of \$2,500; non-default; general release; transferee qualifications; continuing liability; execution of the current form of Franchise Agreement; others.
n. Our right of first refusal to acquire your business	§ 12.4 of Franchise Agreement. Not applicable in Development Agreement.	We can match any offer.
o. Our option to purchase your business	§ 2.3 of Franchise Agreement. Not applicable in Development Agreement.	We may purchase the store if you do not provide notice of renewal to us.
p. Your death or disability	§ 12.5 of Franchise Agreement. Not applicable in Development Agreement.	Agreement must be assigned to approve transferee within 6 months.

<b>Provision</b>	<b>Section in Agreements</b>	<b>Summary</b>
q. Non-competition covenants during the term of the franchise	§ 15 of Franchise Agreement. Not applicable in Development Agreement.	Prohibitions on diverting business to competitors or owning any similar business
r. Non-competition covenants after the franchise is terminated or expires	§ 15 of Franchise Agreement. Not applicable in Development Agreement.	1-year prohibition on various forms of competition after the transfer, expiration, termination of the Franchise Agreement within certain geographic parameters; in the event of a non-renewal, we will waive our rights to enforce this provision under certain circumstances.
s. Modification of the agreement	§ 21.1 of Franchise Agreement § 13.1 of Development Agreement.	Must be in writing and signed by both parties.
t. Integration/ merger clause	§ 21.1 of Franchise Agreement § 13.1 of Development Agreement.	Only the terms of the respective agreement are binding (subject to state law). Any representations or promises outside of the Disclosure Document, Franchise Agreement and Development Agreement may not be enforceable.
u. Dispute resolution by arbitration or mediation	§ 23 of Franchise Agreement. § 14 of Development Agreement.	Most disputes will be resolved by arbitration.
v. Choice of forum	§ 23 of Franchise Agreement. § 14 of Development Agreement.	Texas (subject to state law).
w. Choice of law	§ 23 of Franchise Agreement. § 14 of Development Agreement.	Texas (subject to state law).

**APPLICABLE STATE LAW MAY REQUIRE ADDITIONAL DISCLOSURES RELATED TO THE INFORMATION IN THIS DISCLOSURE DOCUMENT. THESE ADDITIONAL DISCLOSURES, IF ANY, APPEAR IN AN ADDENDUM.**

ITEM 18  
**PUBLIC FIGURES**

We do not currently use any public figures to promote our franchise, but may do so in the future.

ITEM 19  
**FINANCIAL PERFORMANCE REPRESENTATIONS**

The FTC's Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its franchised and/or franchisor-owned outlets if there is a reasonable basis for the information and if the information is included in the disclosure document. Financial performance information that differs from that included in Item 19 may be given only if: (i) a franchisor provides the actual records of an existing outlet you are considering buying; or (ii) a franchisor supplements the information provided in this Item 19, for example, by providing information about possible performance at a particular location or under particular circumstances.

We do not make any representations about affiliate-owned financial performance. We do not have any franchisor-owned outlets. We do not authorize our employees or representatives to make any financial representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting our Vice President of Franchising, G. Michael Landry, at 5501 Headquarters Drive, Plano, Texas, 75024 and (972) 403-4905, the Federal Trade Commission and the appropriate state regulatory agencies.

ITEM 20  
OUTLETS AND FRANCHISEE INFORMATION

**TABLE NO. 1**  
**SYSTEMWIDE OUTLET SUMMARY FOR FISCAL YEARS 2021 to 2023**

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2021	399	401	2
	2022	401	392	-9
	2023	392	385	-7
Company-Owned*	2021	1801	1801	0
	2022	1801	1801	0
	2023	1801	1782	-19
<b>Total Outlets</b>	2021	2200	2202	2
	2022	2202	2193	-9
	2023	2193	2167	-26

\*The Company-Owned outlets listed in Table No. 1 and throughout this Item 20 relate to Rent-A-Center locations owned and operated by either Rent-A-Center West, Inc., Rent-A-Center East, Inc., or Rent-A-Center Texas, L.P. ("Company-Owned"). Rent-A-Center Franchising International, Inc. does not own or operate any Rent-A-Center Rental Stores.

**TABLE NO. 2**  
**TRANSFERS OF OUTLETS FROM FRANCHISEES TO NEW OWNERS**  
**(OTHER THAN THE FRANCHISOR) FOR FISCAL YEARS 2021 to 2023**

State	Year	Number of Transfers
AL	2021	0
	2022	0
	2023	3
AZ	2021	0
	2022	0
	2023	39
CA	2021	4
	2022	0
	2023	0
FL	2021	0
	2022	0
	2023	4
IN	2021	0

State	Year	Number of Transfers
	2022	0
	2023	3
KY	2021	1
	2022	0
	2023	9
OH	2021	1
	2022	0
	2023	12
Totals	2021	6
	2022	0
	2023	70

**TABLE NO. 3  
FRANCHISED OUTLETS STATUS SUMMARY FOR FISCAL YEARS 2021 to 2023**

State	Year	Outlets Operating at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor*	Ceased Operations-Other Reasons	Outlets Operating At Year End
AL	2021	4	0	0	0	0	0	4
	2022	4	0	0	0	0	0	4
	2023	4	0	0	0	0	0	4
AR	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
AZ	2021	38	1	0	0	0	0	39
	2022	39	0	0	0	0	0	39
	2023	39	0	0	0	0	0	39
CA	2021	110	3	0	1	0	1	111
	2022	111	1	0	0	0	6	106
	2023	106	0	0	0	0	5	101
CT	2021	1	0	0	1	0	0	0
	2022	0	0	0	0	0	0	0
	2023	0	7	0	0	0	0	7
DC	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	1	0
DE	2021	13	0	0	0	0	0	13
	2022	13	0	0	0	0	0	13
	2023	13	0	0	0	0	2	11
FL	2021	35	0	0	0	0	0	35
	2022	35	0	0	0	0	0	35
	2023	35	0	0	0	0	0	35
GA	2021	21	0	0	0	0	0	21

State	Year	Outlets Operating at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor*	Ceased Operations-Other Reasons	Outlets Operating At Year End
	2022	21	0	0	0	0	1	20
	2023	20	0	0	0	0	1	19
IN	2021	3	0	0	0	0	0	3
	2022	3	0	0	0	0	0	3
	2023	3	0	0	0	0	0	3
KY	2021	22	1	0	0	0	0	23
	2022	23	0	0	0	0	0	23
	2023	23	0	0	0	0	0	23
MD	2021	38	0	0	0	0	0	38
	2022	38	0	0	0	0	0	38
	2023	38	0	0	0	0	4	34
ME	2021	3	0	0	0	0	0	3
	2022	3	0	0	0	0	0	3
	2023	3	0	0	0	0	0	3
MI	2021	6	0	0	0	0	0	6
	2022	6	0	0	0	0	0	6
	2023	6	0	0	0	0	0	6
MS	2021	3	0	0	0	0	0	3
	2022	3	0	0	0	0	0	3
	2023	3	0	0	0	0	0	3
NC	2021	12	0	0	0	0	0	12
	2022	12	0	0	0	0	0	12
	2023	12	0	0	0	0	1	11
NM	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
OH	2021	13	0	0	0	0	0	13
	2022	13	0	0	0	0	1	12
	2023	12	0	0	0	0	0	12
PA	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	1	1
	2023	1	0	0	0	0	0	1
SC	2021	5	0	0	0	0	0	5
	2022	5	0	0	0	0	0	5
	2023	5	0	0	0	0	0	5
TN	2021	11	0	0	0	0	0	11
	2022	11	0	0	0	0	0	11
	2023	11	0	0	0	0	0	11
TX	2021	36	0	0	0	0	0	36
	2022	36	0	0	0	1	0	35
	2023	35	1	0	0	0	0	36
VA	2021	17	0	0	0	0	0	17
	2022	17	0	0	0	0	0	17

State	Year	Outlets Operating at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor*	Ceased Operations-Other Reasons	Outlets Operating At Year End
	2023	17	0	0	0	0	1	16
WV	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
Totals	2021	399	5	0	2	0	1	401
	2022	401	1	0	0	1	9	392
	2023	392	8	0	0	0	15	385

**TABLE NO. 4  
COMPANY-OWNED OUTLETS STATUS SUMMARY FOR FISCAL YEARS 2021 to 2023**

State	Year	Outlets Operating at Start of Year	Outlets Opened	Outlets Reacquired From Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets Operating At Year End
AL	2021	42	0	0	0	0	42
	2022	42	0	0	0	0	42
	2023	42	0	0	0	0	42
AK	2021	5	0	0	0	0	5
	2022	5	0	0	0	0	5
	2023	5	0	0	0	0	5
AR	2021	29	0	0	0	0	29
	2022	29	1	0	1	0	29
	2023	29	0	0	1	0	28
CO	2021	36	0	0	0	0	36
	2022	36	1	0	2	0	35
	2023	35	0	0	1	0	34
CT	2021	21	0	0	0	0	21
	2022	21	1	0	1	0	21
	2023	21	0	0	0	7	14
FL	2021	79	0	0	0	0	79
	2022	79	0	0	0	0	79
	2023	79	1	0	0	0	80
GA	2021	50	0	0	0	0	50
	2022	50	1	0	0	0	51
	2023	51	0	0	0	0	51
HI	2021	10	0	0	0	0	10
	2022	10	0	0	0	0	10
	2023	10	0	0	0	0	10
IA	2021	25	0	0	0	0	25

State	Year	Outlets Operating at Start of Year	Outlets Opened	Outlets Reacquired From Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets Operating At Year End
	2022	25	0	0	0	0	25
	2023	25	0	0	0	0	25
ID	2021	8	0	0	0	0	8
	2022	8	0	0	0	0	8
	2023	8	0	0	0	0	8
IL	2021	63	0	0	0	0	63
	2022	63	0	0	0	0	63
	2023	63	0	0	1	0	62
IN	2021	79	0	0	0	0	79
	2022	79	0	0	0	0	79
	2023	79	0	0	0	0	79
KS	2021	31	0	0	0	0	31
	2022	31	0	0	0	0	31
	2023	31	0	0	0	0	31
KY	2021	29	0	0	0	0	29
	2022	29	0	0	0	0	29
	2023	29	0	0	0	0	29
LA	2021	32	0	0	0	0	32
	2022	32	1	0	0	0	33
	2023	33	0	0	0	0	33
MA	2021	49	0	0	1	0	48
	2022	48	0	0	3	0	45
	2023	45	0	0	1	0	44
MD	2021	1	0	0	0	0	1
	2022	1	0	0	0	0	1
	2023	1	0	0	0	0	1
ME	2021	22	0	0	0	0	22
	2022	22	0	0	0	0	22
	2023	22	0	0	1	0	21
MI	2021	73	0	0	0	0	73
	2022	73	0	0	0	0	73
	2023	73	0	0	1	0	72
MO	2021	43	1	0	0	0	44
	2022	44	2	0	2	0	44
	2023	44	0	0	0	0	44
MS	2021	23	1	0	0	0	24
	2022	24	0	0	0	0	24
	2023	24	0	0	0	0	24



State	Year	Outlets Operating at Start of Year	Outlets Opened	Outlets Reacquired From Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets Operating At Year End
MT	2021	7	0	0	0	0	7
	2022	7	0	0	0	0	7
	2023	7	0	0	0	0	7
NC	2021	86	0	0	0	0	86
	2022	86	0	0	0	0	86
	2023	86	0	0	0	0	86
ND	2021	4	0	0	0	0	4
	2022	4	0	0	0	0	4
	2023	4	0	0	0	0	4
NE	2021	5	0	0	0	0	5
	2022	5	1	0	0	0	6
	2023	6	0	0	0	0	6
NH	2021	17	0	0	0	0	17
	2022	17	0	0	1	0	16
	2023	16	0	0	0	0	16
NJ	2021	40	0	0	0	0	40
	2022	40	0	0	1	0	39
	2023	39	0	0	0	0	39
NM	2020	17	0	0	0	0	17
	2021	17	0	0	0	0	17
	2022	17	0	0	0	0	17
NV	2021	18	0	0	0	0	18
	2022	18	0	0	0	0	18
	2023	18	0	0	2	0	16
NY	2021	131	0	0	2	0	129
	2022	129	2	0	3	0	128
	2023	128	0	0	2	0	126
OH	2021	115	0	0	0	0	115
	2022	115	1	0	0	0	116
	2023	116	0	0	2	0	114
OK	2021	41	0	0	0	0	41
	2022	41	1	0	0	0	42
	2023	42	0	0	0	0	42
OR	2021	20	0	0	0	0	20
	2022	20	0	0	0	0	20
	2023	20	0	0	0	0	20
PA	2021	108	0	0	0	0	108
	2022	108	0	0	0	0	108

State	Year	Outlets Operating at Start of Year	Outlets Opened	Outlets Reacquired From Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets Operating At Year End
	2023	108	0	0	2	0	106
PR	2021	32	0	0	0	0	32
	2022	32	1	0	0	0	33
	2023	33	0	0	0	0	33
RI	2021	11	0	0	0	0	11
	2022	11	0	0	0	0	11
	2023	11	0	0	0	0	11
SC	2021	35	1	0	0	0	36
	2022	36	0	0	0	0	36
	2023	36	0	0	0	0	36
SD	2021	3	0	0	0	0	3
	2022	3	0	0	0	0	3
	2023	3	0	0	0	0	3
TN	2021	50	1	0	0	0	51
	2022	51	0	0	0	0	51
	2023	51	1	0	0	0	52
TX	2021	180	0	0	0	0	180
	2022	180	2	0	0	0	182
	2023	182	0	0	1	0	181
UT	2021	11	0	0	0	0	11
	2022	11	0	0	0	0	11
	2023	11	0	0	0	0	11
VT	2021	8	0	0	0	0	8
	2022	8	0	0	0	0	8
	2023	8	0	0	0	0	8
VA	2021	41	0	0	0	0	41
	2022	41	0	0	0	0	41
	2023	41	0	0	0	0	41
WA	2021	35	0	0	1	0	34
	2022	34	2	0	1	0	35
	2023	35	0	0	0	0	35
WV	2021	30	0	0	1	0	29
	2022	29	0	0	0	0	29
	2023	29	0	0	0	0	29
WY	2022	7	0	0	0	0	7
	2022	7	0	0	0	0	7
	2023	7	0	0	1	0	6
Totals	2021	1802	4	0	5	0	1801

State	Year	Outlets Operating at Start of Year	Outlets Opened	Outlets Reacquired From Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets Operating At Year End
	2022	1801	17	0	15	0	1803
	2023	1803	2	0	16	7	1782

**TABLE NO. 5  
PROJECTED OPENINGS AS OF DECEMBER 31, 2023**

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company Owned Outlets in the Next Fiscal Year
IL	0	0	2
KY	0	0	1
MO	0	0	2
OK	0	0	1
TX	1	1	0
<b>Totals</b>	<b>1</b>	<b>1</b>	<b>6</b>

**List of Current Franchisees**

The names, addresses and telephone numbers of our franchisees as of December 31, 2023, are listed in Exhibit B.

**List of Former Franchisees**

Below are the names, city and state, and the current business telephone number, or, if unknown, the last known home telephone number of every franchisee who had a franchise terminated, cancelled, not renewed or otherwise voluntarily or involuntarily ceased to do business under its Franchise Agreement during our fiscal year ended December 31, 2023, or who has not communicated with us within 10 weeks of this Disclosure Document's issuance date.

Company Name	Store Address	City	State	Zip	Reason(s)
Eclipse RTO, LLC	12249 Hesperia Rd	Victorville	CA	92392	1,2
Eclipse RTO, LLC	1420 E Hatch Rd, Ste #E	Modesto	CA	95351	1,2
Eclipse RTO, LLC	1341-A Pacheco Blvd	Los Banos	CA	93635	1,2
Eclipse RTO, LLC	475 Union Street	Watsonville	CA	95076	1,2
Eclipse RTO, LLC	1928 North Main Street	Salinas	CA	93906	1,2
CTRTO, LLC	800 W. 4th Street, Suite 303	Wilmington	DE	19805	1,2
Summit Capital Partners - Retail Services MD, LP	1688 S Governors Ave	Dover	DE	19904	1,2
Summit Capital Partners - Retail Services MD, LP	2857 Alabama Ave, SE	Washington	DC	20020	1,2
Impact RTO Georgia, LLC	557 Riverstone Parkway, #120	Canton	GA	30114	1,2
Summit Capital Partners - Retail Services MD, LP	1173A University Blvd. E	Takoma Park	MD	20912	1,2

Company Name	Store Address	City	State	Zip	Reason(s)
Summit Capital Partners - Retail Services MD, LP	2305 Cleanleigh Dr	Baltimore	MD	21234	1,2
Summit Capital Partners - Retail Services MD, LP	1965 West St.	Annapolis	MD	21401	1,2
Summit Capital Partners - Retail Services MD, LP	5652 Baltimore National Pike	Catonsville	MD	21228	1,2
Impact RTO Carolina LLC	11109 US Hwy 15 501 #C	Aberdeen	NC	28315	1,2
Summit Capital Partners - Retail Services MD, LP	519 Emancipation Hwy., Suite B	Fredericksburg	VA	22401	1,2

Reason:

- 1 – Still had 1 or more Rental Stores in operation at end of 2023.
- 2 – Closed Store

If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

### Purchase of a Previously Owned Franchise

If you are purchasing a previously owned franchised Rental Store, we will provide you additional information on the previously owned franchised Rental Store in an addendum to this Disclosure Document.

### Confidentiality Clauses

In some instances, current and former franchisees sign provisions restricting their ability to speak openly about their experience with us. You may wish to speak with current and former franchisees but be aware that not all such franchisees will be able to communicate with you.

### Trademark-Specific Franchisee Organizations

We currently have a franchisee advisory council which we organized. We are not currently aware of any other trademark-specific franchisee organizations associated with the franchise system which we have created, sponsored or endorsed, or any independent franchisee organizations that have asked to be included in this Disclosure Document.

### FRANCHISEE ADVISORY COUNCIL: 2024

Bill Esenbock (859) 338-9565	Bruce Emory (770) 262-0887	Chris Higgs (212) 435-9319
Jason Roper (760) 402-1186	Scott McHale (4434) 928-8952	

### ITEM 21 FINANCIAL STATEMENTS

The audited financial statements for Rent-A-Center Franchising International, Inc. for the years ended December 31, 2023, 2022 and 2021 together with the related consolidated statements of earnings, stockholders' equity and cash flows are found in *Exhibit C* to this Disclosure Document.

### ITEM 22 CONTRACTS

The following sample contracts are included in this Disclosure Document:

1. Franchise Agreement (*Exhibit D*)
2. Development Agreement (*Exhibit E*)

3. Current Sample Form of General Release (*Exhibit J*)
4. Advertising and Marketing Participation Agreement (Attachment C to Franchise Agreement)
5. Acima Consignment Agreement (*Exhibit J*)

ITEM 23  
**RECEIPTS**

Duplicate copies of a Receipt of this Disclosure Document appear as *Exhibit K*. Please sign and return one (1) copy to us and retain the other for your records.

# EXHIBIT A

## **STATE ADDENDA**

The following are addenda for the States of California, Illinois, Maryland, Michigan, New York, North Dakota, Rhode Island, Virginia and Washington. If you or your proposed unit location is located in one of these states, please read the addendum for your state, and the amendment to the Franchise Agreement that may apply to your transaction with us.

## CALIFORNIA

### **THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE DISCLOSURE DOCUMENT.**

The following provisions supersede any inconsistent provisions in the Disclosure Document and apply to all franchises offered and sold in the State of California:

1. Neither we nor any person identified in Item 2 of this Disclosure Document are subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a, et seq., suspending or expelling such persons from membership in such association or exchange.
2. California Business and Professions Code Sections 20000 through 200043 provide rights to the franchisee concerning termination or non-renewal of a franchise. If the Franchise Agreement or Development Agreement contains a provision that is inconsistent with the law, the law will control.
3. The Franchise Agreement and Development Agreement provide for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. § 101, et seq.).
4. The Franchise Agreement contains a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under California law.
5. The Franchise Agreement requires binding arbitration. The arbitration will occur in the county in which we then have our principal place of business (currently, Plano, Texas) with the costs being borne by the unsuccessful party. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.
6. The Franchise Agreement and Development Agreement require application of the laws of the State of Texas. This provision may not be enforceable under California law.
7. Any condition, stipulation or provision in the Franchise Agreement or Development Agreement which would result in your waiver of compliance with any provision of California Franchise Relations Act is void to the extent that such provision violates such law.
8. To the extent that Section 23 of the Franchise Agreement or Section 14 of the Development Agreement would otherwise violate California law, such sections are amended by providing that all litigation by or between you and us, involving a franchised business operating in the State of California, which arises directly or indirectly from the Franchise Agreement or Development Agreement will be commenced and maintained in the state courts of California or the United States District Court for California, with the specific venue in either court system determined by appropriate jurisdiction and venue requirements.
9. The Franchise Agreement requires a franchisee to sign a general release of claims upon renewal or transfer of the Franchise Agreement. California Corporation Code Section 31512 provides that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of that law or any rule or order thereunder is void. Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Section 31000 – 31516). Business and Professions Code Section 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000 – 20043).
10. California Corporations Code, Section 31125 requires the franchisor to give the franchisee a disclosure document, approved by the Department of Financial Protection and Innovation prior to a solicitation of a proposed material modification of an existing franchise.
11. The URL address of our web site is [www.rentacenter.com](http://www.rentacenter.com). OUR WEB SITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND



INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEB SITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION AT [www.dfpi.ca.gov](http://www.dfpi.ca.gov).

**The Franchise Agreement and Area Development Agreement are amended to state the following: “No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.”**

## **HAWAII ADDENDUM TO THE DISCLOSURE DOCUMENT**

THESE FRANCHISES WILL BE/HAVE BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS OR A FINDING BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, OR SUBFRANCHISOR, AT LEAST SEVEN DAYS BEFORE THE EXECUTION BY THE PROSPECTIVE FRANCHISEE, OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN DAYS BEFORE THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE, OR SUBFRANCHISOR, WHICHEVER OCCURS FIRST, A COPY OF THE FRANCHISE DISCLOSURE DOCUMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.

THIS OFFERING CIRCULAR CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR A STATEMENT OF ALL RIGHTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

Registered agent in the state authorized to receive service of process: Commissioner of Securities, Department of Commerce and Consumer Affairs, Business Registration Division, 335 Merchant Street, Honolulu, Hawaii 96813

No statement, questionnaire or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of: (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

The State of Hawaii Department of Commerce and Consumer Affairs requires us to defer payment of the initial franchise fee and other payments owed by franchisees to the franchisor until the franchisee opens for business.

## ILLINOIS

The following provisions supersede any inconsistent provisions in the Disclosure Document and apply to all franchises offered and sold in the State of Illinois:

By reading this disclosure document, you are not agreeing to, acknowledging, or making any representations whatsoever to the franchisor and its affiliates.

Illinois law governs the Franchise Agreement.

In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

Your rights upon termination and non-renewal of an agreement are set forth in Sections 19 and 20 of the Illinois Franchise Disclosure Act.

In conformance with Section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act **or any other law of Illinois** is void.

**No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.**

## MARYLAND

The following provisions supersede any inconsistent provisions in the Disclosure Document, and apply to all franchises to be located in Maryland, sold to Maryland residents or offered and sold in the State of Maryland:

1. The following language is added to Item 5 of the Disclosure Document:

Based upon the franchisor's financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement. In addition, all development fees and initial payments by area developers shall be deferred until the first franchise under the development agreement opens.

2. The following are added to Item 17 of the Disclosure Document:

a. Any provision which provides for termination upon bankruptcy may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101 *et seq.*).

b. A general release required as a condition of renewal, sale and/or assignment or transfer will not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

c. A franchisee may file a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

Any claims arising under the Maryland Franchise and Disclosure Law must be brought within 3 years after the grant of the franchise.

Any provision which terminates the franchise on the bankruptcy of the franchisee may not be enforceable under federal bankruptcy law.

**The Franchise Agreement and Area Development Agreement are amended to state the following: “No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.”**

### **MICHIGAN**

**THE STATE OF MICHIGAN PROHIBITS CERTAIN UNFAIR PROVISIONS THAT ARE SOMETIMES IN FRANCHISE DOCUMENTS. IF ANY OF THE FOLLOWING PROVISIONS ARE IN THESE FRANCHISE DOCUMENTS, THE PROVISIONS ARE VOID AND CANNOT BE ENFORCED AGAINST YOU.**

1. A prohibition on the right of a franchisee to join an association of franchisees.
2. A requirement that a franchisee assent to a release, assignment, novation, waiver or estoppel which deprives a franchisee of rights and protections provided in this Act. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.
3. A provision that permits a Franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the Franchise Agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.
4. A provision that permits a Franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures and furnishings. Personalized materials which have no value to the Franchisor and inventory, supplies, equipment, fixtures and furnishings not reasonably required in the conduct of the franchised business are not subject to compensation. This subsection applies only if (a) the term of the franchise is less than 5 years and (b) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising of other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least 6 months advance notice of Franchisor's intent not to renew the license.
5. A provision that permits the Franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.
6. A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.
7. A provision which permits a Franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a Franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:
  - a. The failure of the proposed transferee to meet the Franchisor's then current reasonable qualifications or standards.
  - b. The fact that the proposed transferee is a competitor of the Franchisor.
  - c. The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.
  - d. The failure of the franchisee or proposed transferee to pay any sums owing to the Franchisor or to cure any default in the Franchise Agreement existing at the time of the proposed transfer.

8. A provision that requires the franchisee to resell to the Franchisor items that are not uniquely identified with the Franchisor. This subdivision does not prohibit a provision that grants a Franchisor a right of first refusal to purchase the assets of a franchise on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants the Franchisor the right to acquire the assets of a franchise for the market or appraised value of such assets if the franchisee has breached the lawful provisions of the Franchise Agreement and has failed to cure the breach in the manner provided in Subdivision (c).

9. A provision which permits the Franchisor to directly or indirectly convey, assign, or otherwise transfer its obligations to fulfill contractual obligations to the franchisee unless provision has been made for providing the required contractual service.

**THE FACT THAT THERE IS A NOTICE OF THIS OFFERING ON FILE WITH THE ATTORNEY GENERAL DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE ATTORNEY GENERAL.**

**ANY QUESTIONS REGARDING THIS NOTICE SHOULD BE DIRECTED TO THE OFFICE OF THE ATTORNEY GENERAL, CONSUMER PROTECTION DIVISION, ATTN: FRANCHISE DEPARTMENT, 670 LAW BLDG., LANSING, MICHIGAN 48913, (517) 373-7117.**

The Franchise Agreement and Area Development Agreement are amended to state the following: “No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.”

#### NEW YORK

**THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THIS DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS DISCLOSURE DOCUMENT.**

The following provision supersedes any inconsistent provisions in the Disclosure Document and applies to all franchises offered and sold in the State of New York:

1. No release language set forth in the Franchise Agreement or Development Agreement will relieve us or any other person, directly or indirectly, from liability imposed by the laws concerning franchising of the State of New York.

2. Item 3 of the Disclosure Document is amended by adding the following language at the end of that item:

Neither we nor any person identified in Item 2 of the Disclosure Document: (a) have an administrative, criminal or civil action pending against that person alleging a felony, a violation of a franchise, anti-trust or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices or comparable civil or misdemeanor allegations; (b) has any other action pending against that person, other than routine litigation incidental to the business, which is significant in the context of the number of franchisees or franchisees and the size, nature or financial condition of the franchise or franchise system or its business operations; (c) has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the ten year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging violation of a franchise, anti-fraud or securities law, fraud, embezzlement, fraudulent conversion or misappropriation of property, or unfair or deceptive practices or comparable allegations; (d) is subject to a currently effective injunctive or restrictive order or decree relating to the franchise or franchise, or under a federal, State or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; (e) is subject to

any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or (f) is subject to a currently effective injunction or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as to a real estate broker or sales agent.

3. Item 4 of the Disclosure Document is amended by substitution of the following for the last paragraph of that item:

Neither we, our affiliates, nor our officers, during the 10 year period immediately before the date of the Disclosure Document: (a) filed as debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code; (b) obtained a discharge of its debts under the Bankruptcy Code; or (c) was a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code or that obtained a discharge of its debts under the U.S. Bankruptcy Code during or within one year after any of our officers held this position in the company or partnership.

4. Item 5 of the Disclosure Document is amended by adding the following language at the end of that item:

Proceeds from initial franchise fees are added to working capital and are, in part, used to pay or defray some of the following expenses and costs incurred by us: (a) screening and approving prospective franchisees; (b) employees' salaries, fringe benefits and expenses with respect to the preparation and registration of the franchise offering; (c) research and development relating to the standards, procedures and techniques for the System; (d) providing you with initial training; (e) providing you with initial and continuing consultation; (f) legal fees, accounting fees and other fees incurred in connection with compliance with federal, state and other laws with respect to this franchise offering; and (g) administrative expenses.

5. Item 7 of the Disclosure Document is amended by the addition of the following language at the end of the Item:

THERE ARE NO OTHER DIRECT OR INDIRECT PAYMENTS TO US IN CONJUNCTION WITH THE PURCHASE OF THE FRANCHISE.

6. Item 8 of the Disclosure Document is amended by the addition of the following language at the conclusion of the Item:

WE DO NOT IMPOSE ANY FURTHER RESTRICTIONS OR CONDITIONS ON THE PURCHASING, LEASING, OR RENTING OF GOODS OR SERVICES BY YOU.

7. Item 11 of the Disclosure Document is amended by the addition of the following language at the conclusion of the section entitled "Initial Training Program":

The timing and length of the self-paced training program will be at your discretion. The schedule for the classroom training program will be established when you have completed your self-paced training program.

8. Item 17 of the Disclosure Document is amended by deleting "d.," and the following "d." will be substituted in its place:

Provision	Section in Agreements	Summary
d. Termination by you	Not applicable in Franchise Agreement or Development Agreement.	Pursuant to New York General Business Law, you may terminate the Agreement upon any grounds available by law.

**The Franchise Agreement and Area Development Agreement are amended to state the following: "No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving**

**any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.”**

#### **NORTH DAKOTA**

The following provisions supersede any inconsistent provisions in the Disclosure Document and apply to all franchises offered and sold in the State of North Dakota:

1. Covenants not to compete on termination or expiration of the Franchise Agreement and Development Agreement are subject to Section 9-08-06, N.D.C.C., and may be generally unenforceable in the State of North Dakota.
2. In the event that either party will make a demand for arbitration, such arbitration will be conducted in a mutually agreed-on site.
3. To the extent that Section 23 of the Franchise Agreement or Section 14 of the Development Agreement would otherwise violate North Dakota law, such sections are amended by providing that all litigation by or between you and us, involving a franchised business operating in the State of North Dakota, will be commenced and maintained, at our election, in the state courts of North Dakota or the United States District Court for North Dakota, with the specific venue in either court system determined by appropriate jurisdiction and venue requirements.
4. North Dakota law applies to this transaction and supersedes any conflicting provisions of the Franchise Agreement, Development Agreement or Texas law.

**The Franchise Agreement and Area Development Agreement are amended to state the following: “No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.”**

#### **RHODE ISLAND**

The following provision supersedes the Disclosure Document and applies to all franchises offered and sold in the State of Rhode Island:

1. To the extent that Section 23 of the Franchise Agreement or Section 14 of the Development Agreement would otherwise violate Rhode Island law, such sections are amended by providing that all litigation by or between you and us, involving a Franchised Business operating in the State of Rhode Island, will be commenced and maintained, at our election, in the state courts of Rhode Island or the United States District Court for Rhode Island, with the specific venue in either court system determined by appropriate jurisdiction and venue requirements.

**The Franchise Agreement and Area Development Agreement are amended to state the following: “No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.”**

#### **VIRGINIA**

The following provision supersedes the Disclosure Document and applies to all franchises offered and sold in the Commonwealth of Virginia:

1. In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, Item 17(h) of this Franchise Disclosure Document for use in the Commonwealth of Virginia will be amended as follows:

Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to use undue influence to induce a franchisee to surrender any right given to him under the franchise. If any provision of the Franchise Agreement involves the use of undue influence by the franchisor to induce a franchisee to surrender any rights given to him under the franchise, that provision may not be enforceable.

**The Franchise Agreement and Area Development Agreement are amended to state the following: “No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.”**

### **WASHINGTON**

The following provisions supersede any inconsistent provisions in the Disclosure Document and apply to all franchises offered and sold in the State of Washington:

1. Any provision in the Franchise Agreement or Development Agreement which would require you to assent to a release, assignment, novation or waiver which would relieve any person from liability imposed by the Washington Franchise Investment Protection Act will be void to the extent that such provision violates such Act.

2. If any of the provisions in this Disclosure Document, Franchise Agreement or Development Agreement are inconsistent with the relationship provisions of RCW 19.100.180 or other requirements of the Washington Franchise Investment Protection Act, the provisions of the Act will prevail over the inconsistent provisions of the Disclosure Document, the Franchise Agreement and the Development Agreement with regard to any franchise sold in the State of Washington.

3. In any arbitration involving a franchise purchased in Washington, the arbitration site will be either in Washington or in a place as mutually agreed on at the time of the arbitration, or as determined by the arbitrator.

**The Franchise Agreement and Area Development Agreement are amended to state the following: “No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.”**



# **EXHIBIT B**

**List of Franchisees (attached)**

**List of Rent-A-Center Franchisees  
As of December 31, 2023**

Franchisee	Store Address	City	State	Zip	Phone
Impact RTO Florida LLC	145 Lindberg Ave.	Atmore	AL	36502	(251) 368-5690
Impact RTO Florida LLC	412 Main St	Opp	AL	36467	(334) 493-1919
Impact RTO Tennessee, LLC	23730 John T. Reid Pkwy. #C	Scottsboro	AL	35768	(256) 574-3348
Impact RTO Florida LLC	3050 Highway 5, Unit 126	Thomasville	AL	36784	(334) 636-4254
Impact RTO Tennessee II, LLC	3710 E. Main St., Ste. F	Blytheville	AR	72315	(870) 762-0600
Impact RTO Tennessee II, LLC	720 N. Sebastian St.	West Helena	AR	72390	(870) 572-0202
Purple Cactus LLC	2350 Miracle Mile St Ste 186	Bullhead City	AZ	86442	(928) 758-6655
Purple Cactus LLC	1677 E Florence Blvd Ste 25	Casa Grande	AZ	85122	(520) 836-9161
Purple Cactus LLC	1355 E Florence Blvd Ste #123	Casa Grande	AZ	85122	(520) 836-4744
Purple Cactus LLC	1645 N Trekkell Rd Ste 105-107	Casa Grande	AZ	85122	(520) 836-4603
Purple Cactus LLC	812 W Warner Rd Ste 3C	Chandler	AZ	85225	(480) 732-9700
Purple Cactus LLC	1100 S Hwy 260 Ste 20	Cottonwood	AZ	86326	(928) 649-1131
Purple Cactus LLC	901 S Milton Rd	Flagstaff	AZ	86001	(928) 774-1849
Purple Cactus LLC	1500 E Cedar Ave Ste 62	Flagstaff	AZ	86004	(928) 226-7106
Purple Cactus LLC	319 N.Litchfield Rd, #107	Goodyear	AZ	85338	(623) 932-3373
Purple Cactus LLC	3280 Stockton Hill Rd Ste A	Kingman	AZ	86409	(928) 757-1149
Purple Cactus LLC	1641 McCulloch Blvd N Ste 177	Lake Havasu City	AZ	86403	(928) 453-6531
Purple Cactus LLC	1115 S Gilbert Rd	Mesa	AZ	85204	(480) 545-1381
Purple Cactus LLC	9124 E Main St Ste 14	Mesa	AZ	85207	(480) 373-8190
Purple Cactus LLC	1225 W Main St Ste 102	Mesa	AZ	85201	(480) 281-0057
Purple Cactus LLC	2105 Highway 60 Ste 101	Miami	AZ	85539	(928) 425-7671
Purple Cactus LLC	6819 W Peoria Ave Ste 109	Peoria	AZ	85345	(623) 486-5015
Purple Cactus LLC	420 E Bell Rd Ste C-9 10 11	Phoenix	AZ	85022	(928) 344-3270
Purple Cactus LLC	7333 W Thomas Rd Ste 56	Phoenix	AZ	85033	(623) 245-1333
Purple Cactus LLC	6805 N 19Th Ave Ste 115	Phoenix	AZ	85015	(602) 973-3000
Purple Cactus LLC	2782 W Peoria Ave	Phoenix	AZ	85029	(602) 866-9500
Purple Cactus LLC	3415 W Glendale Ave Ste 28A	Phoenix	AZ	85051	(602) 433-8073
Purple Cactus LLC	3223 W Indian School Rd Ste 102	Phoenix	AZ	85017	(602) 272-3456
Purple Cactus LLC	5243 W Indian School Rd	Phoenix	AZ	85031	(602) 269-5858
Purple Cactus LLC	6044 S 16Th St Ste #160	Phoenix	AZ	85042	(602) 268-7368
Purple Cactus LLC	3223 E Mcdowell Rd	Phoenix	AZ	85008	(602) 267-0700
Purple Cactus LLC	1926 W Buckeye Rd	Phoenix	AZ	85009	(602) 256-2222
Purple Cactus LLC	7800 E State Route 69 Ste B2	Prescott Valley	AZ	86314	(928) 772-5097
Purple Cactus LLC	1916 W Thatcher Blvd	Safford	AZ	85546	(928) 428-7936
Purple Cactus LLC	161 E Deuce Of Clubs, Ste B-2	Show Low	AZ	85901	(928) 537-3250
Purple Cactus LLC	18795 North Reems # 100-102	Surprise	AZ	85374	(623) 544-4310
Purple Cactus LLC	1837 N Scottsdale Rd	Tempe	AZ	85281	(602) 789-9898
Purple Cactus LLC	615 E Grant Rd, Ste 111	Tucson	AZ	85705	(520) 798-3633
Purple Cactus LLC	6990 East 22Nd Street Ste 100	Tucson	AZ	85710	(520) 747-5550
Purple Cactus LLC	2930 S 6Th Ave Ste 100	Tucson	AZ	85713	(520) 622-6793
Purple Cactus LLC	1990 E Irvington Rd	Tucson	AZ	85714	(520) 573-1155
Purple Cactus LLC	1730 W. Ajo Way	Tucson	AZ	85713	(520) 221-2588
Purple Cactus LLC	1545 N Park Dr	Winslow	AZ	86047	(928) 289-6796
Purple Cactus LLC	349 W 16Th St	Yuma	AZ	85364	(928) 343-4486
Purple Cactus LLC	170 W 32Nd St	Yuma	AZ	85364	(480) 423-1333
Eclipse RTO, LLC	1731 W Katella Ave, #L	Anaheim	CA	92804	(714) 956-9000
Eclipse RTO, LLC	2150 E Lincoln Avenue	Anaheim	CA	92806	(714) 758-1100
Eclipse RTO, LLC	2396 Grass Valley Hwy	Auburn	CA	95603	(530) 889-2353
Eclipse RTO, LLC	3825-A Ming Ave	Bakersfield	CA	93309	(661) 834-3000
Eclipse RTO, LLC	1495 White Lane	Bakersfield	CA	93307	(661) 397-3400
Eclipse RTO, LLC	4128 Chester Ave, Ste C & D	Bakersfield	CA	93301	(661) 325-0227
Eclipse RTO, LLC	935 Armory Rd	Barstow	CA	92311	(760) 252-1111
Eclipse RTO, LLC	8551 La Palma Ave	Buena Park	CA	90620	(714) 670-2900
Rent Time, Inc.	2451 Rockwood Ave. Suite 105	Calexico	CA	92231	(760) 357-9288
Eclipse RTO, LLC	21013-21015 Sherman Way	Canoga Park	CA	91303	(818) 703-9001
Eclipse RTO, LLC	2912-A E Whitmore Ave	Ceres	CA	95307	(209) 538-3103
Eclipse RTO, LLC	2201 Pillsbury Rd, E4	Chico	CA	95926	(530) 345-2900
Rent Time, Inc.	1090 3rd Ave	Chula Vista	CA	91911	(619) 407-4005
Eclipse RTO, LLC	7323 Greenback Ln	Citrus Heights	CA	95621	(916) 722-7000
Eclipse RTO, LLC	14878 Olympic Dr	Clearlake	CA	95422	(707) 994-7171
Eclipse RTO, LLC	470 W Shaw Ave	Clovis	CA	93612	(559) 299-8892
Eclipse RTO, LLC	1100-A South Mt Vernon Ave	Colton	CA	92324	(909) 426-4747
Eclipse RTO, LLC	5508 Whittier Blvd	Commerce	CA	90022	(323) 724-0733
Eclipse RTO, LLC	1310 E. Alondra Blvd	Compton	CA	90221	(310) 763-6979
Eclipse RTO, LLC	341 S Lincoln, Ste I	Corona	CA	92882	(951) 808-0198

Eclipse RTO, LLC	609 N Azusa Ave	Covina	CA	91722	(626) 332-2628
Eclipse RTO, LLC	1824 Cecil Avenue	Delano	CA	93215	(661) 725-0171
Eclipse RTO, LLC	14201 Palm Drive	Desert Hot Springs	CA	92240	(760) 329-3225
Eclipse RTO, LLC	1070 N. Alta Ave	Dinuba	CA	93618	(559) 596-3185
Rent Time, Inc.	1097 E Main St	El Cajon	CA	92021	(619) 447-8000
Rent Time, Inc.	820 N Imperial Avenue	El Centro	CA	92243	(760) 337-6451
Eclipse RTO, LLC	3574 N Santa Anita Ave	El Monte	CA	91731	(626) 443-9500
Rent Time, Inc.	630 N Escondido Blvd	Escondido	CA	92025	(760) 737-9028
Eclipse RTO, LLC	235 4Th Street	Eureka	CA	95501	(707) 268-3866
Eclipse RTO, LLC	1819 N Texas St	Fairfield	CA	94533	(707) 429-1666
Eclipse RTO, LLC	9880-D Sierra Ave	Fontana	CA	92335	(909) 822-8821
Eclipse RTO, LLC	4954 E Kings Canyon Rd	Fresno	CA	93727	(559) 251-7368
Eclipse RTO, LLC	5191 N Blackstone Ave	Fresno	CA	93710	(559) 226-8000
Eclipse RTO, LLC	832 W Lacey Blvd	Hanford	CA	93230	(559) 583-7368
Eclipse RTO, LLC	20966 Mission Blvd.	Hayward	CA	94541	(510) 340-9804
Eclipse RTO, LLC	2095 E Florida Avenue	Hemet	CA	92544	(951) 766-6554
Eclipse RTO, LLC	15555 Main Street	Hesperia	CA	92345	(760) 949-0651
Eclipse RTO, LLC	5485 N Figueroa St	Highland Park	CA	90042	(323) 254-5555
Eclipse RTO, LLC	82144 Highway 111	Indio	CA	92201	(760) 347-7667
Eclipse RTO, LLC	2616A W Imperial Hwy	Inglewood	CA	90303	(323) 779-7368
Eclipse RTO, LLC	1839 Hacienda Blvd	La Puente	CA	91744	(626) 919-7368
Eclipse RTO, LLC	32245 Mission Trail Rd	Lake Elsinore	CA	92530	(951) 245-4910
Eclipse RTO, LLC	1060 E. Avenue J	Lancaster	CA	93536	(661) 945-1844
Eclipse RTO, LLC	1224-1238 Lemoore Ave	Lemoore	CA	93245	(559) 925-8499
Eclipse RTO, LLC	320 W Kettleman Lane	Lodi	CA	95240	(209) 333-1617
Eclipse RTO, LLC	654 N H St	Lompoc	CA	93436	(805) 736-3711
Eclipse RTO, LLC	291 E Willow St	Long Beach	CA	90806	(562) 997-6748
Eclipse RTO, LLC	2003 E Florence Ave	Los Angeles	CA	90001	(323) 587-3333
Eclipse RTO, LLC	3739 A S Crenshaw Blvd	Los Angeles	CA	90016	(323) 299-4895
Eclipse RTO, LLC	10741 Long Beach Blvd	Lynwood	CA	90262	(310) 668-9005
Eclipse RTO, LLC	1111 Country Club Dr	Madera	CA	93638	(559) 661-4955
Eclipse RTO, LLC	501 D St	Marysville	CA	95901	(530) 743-9033
Eclipse RTO, LLC	1218 W Olive Ave	Merced	CA	95348	(209) 384-2380
Eclipse RTO, LLC	1717 Oakdale Rd, Ste #A	Modesto	CA	95355	(209) 524-7368
Eclipse RTO, LLC	4477 Holt Blvd	Montclair	CA	91763	(909) 621-5799
Eclipse RTO, LLC	23819-F Sunnymead Blvd	Moreno Valley	CA	92553	(951) 924-0035
Rent Time, Inc.	1043 Highland Ave	National City	CA	91950	(619) 477-2155
Eclipse RTO, LLC	11033 E Rosecrans Blvd	Norwalk	CA	90650	(562) 868-4222
Rent Time, Inc.	2033 Mission Ave	Oceanside	CA	92058	(760) 967-8822
Eclipse RTO, LLC	1323 E 4Th St	Ontario	CA	91764	(909) 983-4770
Eclipse RTO, LLC	1951 Oro Dam Blvd	Oroville	CA	95966	(530) 534-3378
Eclipse RTO, LLC	736 N Ventura Rd	Oxnard	CA	93030	(805) 988-7889
Eclipse RTO, LLC	1773 E Palmdale Blvd, Ste K	Palmdale	CA	93550	(661) 273-8580
Eclipse RTO, LLC	144 Atlantic Avenue	Pittsburg	CA	94565	(925) 203-3757
Eclipse RTO, LLC	880 W Henderson Ave	Porterville	CA	93257	(559) 791-9097
Eclipse RTO, LLC	10343-A Folsom Blvd	Rancho Cordova	CA	95670	(916) 368-0693
Eclipse RTO, LLC	401 E Cypress Ave	Redding	CA	96002	(530) 222-5600
Eclipse RTO, LLC	1386-88 Industrial Park Ave	Redlands	CA	92374	(909) 335-6622
Eclipse RTO, LLC	1110 N Riverside	Rialto	CA	92376	(909) 873-2774
Eclipse RTO, LLC	820-B North China Lake Blvd	Ridgecrest	CA	93555	(760) 375-3932
Eclipse RTO, LLC	5160 Arlington Ave	Riverside	CA	92504	(951) 687-9911
Eclipse RTO, LLC	1500 W. El Camino Avenue, Suite 10	Sacramento	CA	95833	(916) 920-9311
Eclipse RTO, LLC	5322 Stockton Blvd	Sacramento	CA	95820	(916) 455-4423
Eclipse RTO, LLC	4241 Florin Rd, #15	Sacramento	CA	95823	(916) 395-3000
Eclipse RTO, LLC	1007 North Main Street	Salinas	CA	93906	(831) 998-9654
Eclipse RTO, LLC	2070 E Highland Avenue	San Bernadino	CA	92404	(909) 862-0688
Rent Time, Inc.	6179 Balboa Ave	San Diego	CA	92111	(858) 268-5015
Rent Time, Inc.	1753 Euclid Ave	San Diego	CA	92105	(619) 266-7157
Eclipse RTO, LLC	2842-A Story Rd	San Jose	CA	95127	(408) 729-7368
Eclipse RTO, LLC	1605 W San Carlos St	San Jose	CA	95128	(408) 287-2183
Eclipse RTO, LLC	301 San Pablo Towne Ctr	San Pablo	CA	94806	(510) 236-8770
Eclipse RTO, LLC	2502 S Broadway	Santa Maria	CA	93454	(805) 925-4108
Eclipse RTO, LLC	711 Stony Point Rd, Ste #6	Santa Rosa	CA	95407	(707) 542-6522
Eclipse RTO, LLC	2780 Whitson Avenue	Selma	CA	93662	(559) 898-0270
Eclipse RTO, LLC	1059 Mono Way	Sonora	CA	95370	(209) 588-1318
Eclipse RTO, LLC	1101 E March Ln, Ste #D	Stockton	CA	95210	(209) 951-0990
Eclipse RTO, LLC	678 N Wilson Way, Suite A	Stockton	CA	95205	(209) 463-3300
Eclipse RTO, LLC	26451 Ynez Rd	Temecula	CA	92591	(951) 506-6800
Eclipse RTO, LLC	2319 Geer Rd	Turlock	CA	95382	(209) 632-7575

Eclipse RTO, LLC	656 E 1St St	Tustin	CA	92780	(714) 665-5940
Eclipse RTO, LLC	1381 N State St	Ukiah	CA	95482	(707) 462-9462
Eclipse RTO, LLC	6572 N Van Nuys Blvd	Van Nuys	CA	91405	(818) 376-0880
Eclipse RTO, LLC	51 W Main St, Ste #E	Ventura	CA	93001	(805) 652-2011
Eclipse RTO, LLC	15329 Palmdale Rd, Ste #U	Victorville	CA	92392	(760) 241-2222
Eclipse RTO, LLC	1446 N Ben Maddox Way	Visalia	CA	93292	(559) 627-8571
Eclipse RTO, LLC	3706 South Mooney Boulevard	Visalia	CA	93277	(559) 625-9340
Rent Time, Inc.	800 Civic Center Dr., Ste. A	Vista	CA	92084	(760) 724-7494
Eclipse RTO, LLC	7820 Norwalk Blvd	Whittier	CA	90606	(562) 692-7500
Eclipse RTO, LLC	111 W Pacific Coast Hwy	Wilmington	CA	90744	(310) 834-2900
Eclipse RTO, LLC	1470 Bridge St	Yuba City	CA	95993	(530) 671-9660
Eclipse RTO, LLC	57224 29 Palms Hwy	Yucca Valley	CA	92284	(760) 369-2340
Golden Rule Rentals LLC	533 S BROAD ST STE 7	MERIDEN	CT	06450	(203) 639-0400
Golden Rule Rentals LLC	340 E MAIN STREET	Middletown	CT	06457	(860) 344-8301
Golden Rule Rentals LLC	134 E MAIN ST	NEW BRITAIN	CT	06051	(860) 225-7770
Golden Rule Rentals LLC	575 GRAND AVE	New Haven	CT	06511	(203) 865-7771
Golden Rule Rentals LLC	104 THOMASTON AVE	WATERBURY	CT	06702	(203) 753-0306
Golden Rule Rentals LLC	625 WOLCOTT ST	WATERBURY	CT	06705	(203) 753-0000
Golden Rule Rentals LLC	567 CAMPBELL AVE	WEST HAVEN	CT	06516	(203) 937-0682
CTRTO, LLC	38 Fox Hunt Rd.	Bear	DE	19701	(302) 838-7333
Summit Capital Partners - Retail Services MD, LP	27 S Dupont Hwy	Dover	DE	19901	(302) 735-8910
Summit Capital Partners - Retail Services MD, LP	137 Jerome Drive, Suite 170	Dover	DE	19901	(302) 678-4676
Summit Capital Partners - Retail Services MD, LP	12 Georgetown Plaza	Georgetown	DE	19947	(302) 856-9200
Summit Capital Partners - Retail Services MD, LP	678 N Dupont Blvd	Milford	DE	19963	(302) 422-1230
Summit Capital Partners - Retail Services MD, LP	28544 Dupont Blvd, Unit 9	Millsboro	DE	19966	(302) 934-6700
CTRTO, LLC	185 Penn Mart Shopping Center	New Castle	DE	19720	(302) 322-4335
CTRTO, LLC	19 E. Chestnut Hill Plaza	Newark	DE	19713	(302) 731-7900
Summit Capital Partners - Retail Services MD, LP	23002 Sussex Hwy	Seaford	DE	19973	(302) 629-8925
CTRTO, LLC	120B East Glenwood Ave.	Smyrna	DE	19977	(302) 653-3701
CTRTO, LLC	1932 Maryland Avenue	Wilmington	DE	19805	(302) 654-7700
Impact RTO Florida LLC	2292 Mayport Rd., Ste. 14-17	Atlantic Beach	FL	32233	(904) 241-4411
Impact RTO Florida LLC	10449 SE US Highway 441	Belleview	FL	34420	(352) 307-3644
Impact RTO Florida LLC	2202 N. Young Blvd. #701-702	Chiefland	FL	32626	(352) 493-1083
Impact RTO Florida LLC	1377 Brickyard Road #1-A	Chipley	FL	32428	(850) 638-1153
Impact RTO Florida LLC	2000 Crawfordsville Hwy, Suite C	Crawfordville	FL	32327	(850) 219-0470
Impact RTO Florida LLC	1030-H Freeport Hwy	DeFuniak Springs	FL	32433	(850) 892-0440
Impact RTO Florida LLC	2613 S. Woodland Blvd.	DeLand	FL	32720	(386) 738-3225
Impact RTO Florida LLC	4110 SW 34th, Suite 9 & 10	Gainesville	FL	32608	(352) 375-0911
Impact RTO Florida LLC	1200 N. Main St.	Gainesville	FL	32601	(352) 372-5555
Impact RTO Florida LLC	1545 N. Nova Rd.	Holly Hill	FL	32117	(386) 253-1414
Impact RTO Florida LLC	1016 Dunn Ave Suite 140	Jacksonville	FL	32218	(904) 768-8888
Impact RTO Florida LLC	5520 Norwood Ave.	Jacksonville	FL	32208	(904) 765-0000
Impact RTO Florida LLC	9400 Atlantic Blvd.	Jacksonville	FL	32225	(904) 725-0025
Impact RTO Florida LLC	6316 103rd. St.	Jacksonville	FL	32210	(904) 573-6669
Impact RTO Florida LLC	1020 Edgewood Ave. N, Unit 6-9	Jacksonville	FL	32254	(904) 388-5411
(904) 731-8910	5845 University Blvd. W	Jacksonville	FL	32216	(904) 731-8910
CTFLO, L.L.C.	1710 N. Main Street	Kissimmee	FL	34744	(407) 847-7368
CTFLO, L.L.C.	1342 Ariana St	Lakeland	FL	33803	(863) 680-9922
CTFLO, L.L.C.	1209 Homestead Rd North	Lehigh Acres	FL	33936	(239) 369-7368
Impact RTO Florida LLC	4464 Market St.	Marianna	FL	32446	(850) 526-3117
Impact RTO Florida LLC	6544 Caroline St	Milton	FL	32570	(850) 983-7800
Impact RTO Florida LLC	3131 SW College Rd., Ste. 209	Ocala	FL	34474	(352) 854-0606
Impact RTO Florida LLC	4901 E. Silver Springs, Suites 713-714	Ocala	FL	34470	(352) 351-4499
Impact RTO Florida LLC	834-20 Saxon Blvd.	Orange City	FL	32763	(386) 774-5100
CTFLO, L.L.C.	11346 S. Orange Blossom Trail	Orlando	FL	32837	(407) 816-5135
Impact RTO Florida LLC	5280 E. Highway 100, Ste. 102	Palm Coast	FL	32164	(386) 206-4449
Impact RTO Florida LLC	1358 West 15th Street	Panama City	FL	32401	(850) 784-9988
Impact RTO Florida LLC	609 23rd Street	Panama City	FL	32405	(850) 763-4400
CTFLO, L.L.C.	1070 Cypress Pkwy	Poinciana	FL	34759	(407) 483-9200
Impact RTO Florida LLC	3999-4001 South Nova	Port Orange	FL	32127	(386) 760-7777
CTFLO, L.L.C.	10117 S. Federal Hwy.	Port Saint Lucie	FL	34952	(772) 335-3185
Impact RTO Florida LLC	2437 US Highway 1 South	St. Augustine	FL	32086	(904) 797-6866
Impact RTO Florida LLC	1371 S. Walnut Street, Suite 1800	Starke	FL	32091	(904) 368-8138
Impact RTO Florida LLC	2545 S. Adams St.	Tallahassee	FL	32301	(850) 878-2137
Impact RTO Florida LLC	1964 W. Tennessee St. #15	Tallahassee	FL	32304	(850) 222-7564
Impact RTO Georgia, LLC	2980 Lexington Road	Athens	GA	30605	(706) 549-0341
Impact RTO Georgia, LLC	1919 Glynn Ave., Ste. 90	Brunswick	GA	31520	(912) 265-7158
The Rent To Own Concept, Inc.	1301 S. Park St., Ste. 9	Carrollton	GA	30117	(678) 664-3104
Impact RTO Georgia, LLC	1345 Bowens Mill Road, Suite 101	Douglas	GA	31533	(912) 384-1823

The Rent To Own Concept, Inc.	7426 Douglas Blvd	Douglasville	GA	30135	(770) 489-4747
Impact RTO Georgia, LLC	109 Minis Ave., Ste. B5	Garden City	GA	31408	(912) 964-5209
Impact RTO Georgia, LLC	131 Wal-Mart Dr.	Hartwell	GA	30643	(706) 376-6508
Impact RTO Georgia, LLC	103 W GEN SCREVEN WAY STE I	Hinesville	GA	31313	(912) 368-3367
Impact RTO Georgia, LLC	107 W. Hendry St., Ste. 22	Hinesville	GA	31313	(912) 368-2333
Impact RTO Georgia, LLC	792 N 1st St	Jesup	GA	31545	(912) 427-9982
Impact RTO Georgia, LLC	247 Scenic Hwy	Lawrenceville	GA	30046	(770) 962-4441
Impact RTO Georgia, LLC	5050 Jimmy Carter Blvd. #200	Norcross	GA	30093	(678) 969-9616
Impact RTO Georgia, LLC	49 W. Montgomery Crossroads, Ste. 1	Savannah	GA	31406	(912) 920-2535
Impact RTO Georgia, LLC	36 E. De Renne Ave.	Savannah	GA	31405	(912) 352-7000
Impact RTO Georgia, LLC	1900 E. Victory Dr.	Savannah	GA	31404	(912) 238-0700
Impact RTO Georgia, LLC	1104 N. Ashley St.	Valdosta	GA	31601	(229) 244-6758
Impact RTO Georgia, LLC	605 E. First Street	Vidalia	GA	30474	(912) 537-2160
Impact RTO Georgia, LLC	808 Memorial Dr.	Waycross	GA	31501	(912) 283-0165
Impact RTO Georgia, LLC	39 E. May St., Ste. F	Winder	GA	30680	(770) 867-8287
Purple Horseshoe, LLC	1027 Youngstown Shopping Ctr	Jeffersonville	IN	47130	(812) 284-0900
Purple Horseshoe, LLC	330 New Albany Plz	New Albany	IN	47150	(812) 949-1300
Purple Horseshoe, LLC	188 Midland Blvd	Shelbyville	IN	40065	(502) 633-6755
The Raintree Group, Inc.	241 Parkway Plaza	Barbourville	KY	40906	(606) 546-4401
Purple Horseshoe, LLC	1907 US Highway 227	Carrollton	KY	41008	(502) 732-0811
The Raintree Group, Inc.	1019 Cumberland Falls Hwy	Corbin	KY	40701	(606) 526-1226
Purple Horseshoe, LLC	1612 Madison Ave	Covington	KY	41011	(859) 431-8878
Purple Horseshoe, LLC	7850 US Highway 42	Florence	KY	41042	(859) 525-1313
Purple Horseshoe, LLC	7275 Turfway Rd	Florence	KY	41042	(859) 371-9231
The Raintree Group, Inc.	66 Daniel Boone Plaza	Hazard	KY	41701	(606) 436-0106
The Raintree Group, Inc.	1550 Highway 15 S	Jackson	KY	41339	(606) 693-0700
The Raintree Group, Inc.	1264 Anderson Crossing Drive	Lawrenceburg	KY	40342	(502) 839-6565
The Raintree Group, Inc.	104 South Plaza	London	KY	40741	(606) 401-0065
Purple Horseshoe, LLC	7106 Preston Hwy	Louisville	KY	40219	(502) 969-3151
Purple Horseshoe, LLC	2731 W Broadway	Louisville	KY	40211	(502) 772-1888
Purple Horseshoe, LLC	3099 Breckenridge Ln, Suite 119	Louisville	KY	40220	(502) 454-0897
Purple Horseshoe, LLC	4921 Dixie Hwy, Unit B&C	Louisville	KY	40216	(502) 448-2700
Purple Horseshoe, LLC	3919 7th Street Rd	Louisville	KY	40216	(502) 448-1102
The Raintree Group, Inc.	301 Manchester Square Shopping Ctr	Manchester	KY	40962	(606) 598-6683
The Raintree Group, Inc.	317 N 12th St	Middlesboro	KY	40965	(606) 248-4500
The Raintree Group, Inc.	244 Cassidy Blvd	Pikeville	KY	41501	(606) 432-2647
The Raintree Group, Inc.	51 Glynnview Plaza	Prestonsburg	KY	41653	(606) 886-6211
The Raintree Group, Inc.	674 Eastern Bypass	Richmond	KY	40475	(859) 623-5453
The Raintree Group, Inc.	370 S Highway 27, Suite 10	Somerset	KY	42501	(606) 678-0013
The Raintree Group, Inc.	88 Whitesburg Plaza	Whitesburg	KY	41858	(606) 240-1634
The Raintree Group, Inc.	965 S Highway 25 W	Williamsburg	KY	40769	(606) 549-8652
CTRTO, LLC	971-B Beards Hill Rd.	Aberdeen	MD	21001	(410) 273-7290
CTRTO, LLC	1-B Aberdeen Shopping Plaza	Aberdeen	MD	21001	(410) 273-1111
Summit Capital Partners - Retail Services MD, LP	8661 Philadelphia Rd.	Baltimore	MD	21237	(410) 780-3800
Summit Capital Partners - Retail Services MD, LP	1251 W Pratt St., Suite I	Baltimore	MD	21223	(410) 625-5054
Summit Capital Partners - Retail Services MD, LP	3732 Eastern Ave.	Baltimore	MD	21224	(410) 563-7368
Summit Capital Partners - Retail Services MD, LP	5122 Sinclair Ln.	Baltimore	MD	21206	(410) 488-3200
Summit Capital Partners - Retail Services MD, LP	6832 Reisterstown Rd.	Baltimore	MD	21215	(410) 358-8221
Summit Capital Partners - Retail Services MD, LP	3446 Annapolis Rd.	Baltimore	MD	21227	(410) 355-3100
Summit Capital Partners - Retail Services MD, LP	5644 The Alameda Belvedere Plz.	Baltimore	MD	21239	(410) 323-9333
Summit Capital Partners - Retail Services MD, LP	3413 Clifton Ave.	Baltimore	MD	21216	(410) 233-7800
Summit Capital Partners - Retail Services MD, LP	4901 Allentown Rd.	Camp Springs	MD	20746	(301) 669-9800
Summit Capital Partners - Retail Services MD, LP	5746 Baltimore National Pike	Catonsville	MD	21228	(410) 869-7368
Summit Capital Partners - Retail Services MD, LP	868 S 5th Ave.	Denton	MD	21629	(410) 479-1700
Summit Capital Partners - Retail Services MD, LP	5840 Silver Hill Rd.	District Heights	MD	20747	(301) 967-6500
Summit Capital Partners - Retail Services MD, LP	1409 Merritt Blvd.	Dundalk	MD	21222	(410) 285-7368
Summit Capital Partners - Retail Services MD, LP	210 Marlboro Rd., Suite 43	Easton	MD	21601	(301) 341-1991
Summit Capital Partners - Retail Services MD, LP	1401-K Pulaski Hwy	Edgewood	MD	21040	(410) 676-5331
CTRTO, LLC	123-B Big Elk Mall	Elkton	MD	21921	(410) 392-0606
CTRTO, LLC	801 E Pulaski Hwy	Elkton	MD	21921	(410) 392-0050
Summit Capital Partners - Retail Services MD, LP	1275 W Patrick St.	Frederick	MD	21702	(301) 698-9900
Summit Capital Partners - Retail Services MD, LP	1305 West 7th Street, Suite 20	Frederick	MD	21701	(301) 694-8822
Summit Capital Partners - Retail Services MD, LP	7722 Ritchie Hwy.	Glen Burnie	MD	21061	(410) 761-2000
Summit Capital Partners - Retail Services MD, LP	79 Eastern Blvd.	Hagerstown	MD	21740	(301) 791-9900
Summit Capital Partners - Retail Services MD, LP	7772 Landover Rd	Landover	MD	20785	(301) 341-1991
Summit Capital Partners - Retail Services MD, LP	6721 Annapolis Rd	Landover Hills	MD	20784	(301) 773-0600
Summit Capital Partners - Retail Services MD, LP	12777 Laurel Bowie Rd.	Laurel	MD	20708	(301) 604-5900
Summit Capital Partners - Retail Services MD, LP	21600 Great Mills Road, Suite 30	Lexington Park	MD	20653	(301) 737-0015
CTRTO, LLC	112 Northeast Plaza	Northeast	MD	21901	(410) 287-3570

Summit Capital Partners - Retail Services MD, LP	513 Linden Ave	Pocomoke	MD	21851	(410) 957-4201
Summit Capital Partners - Retail Services MD, LP	8646 Liberty Rd.	Randallstown	MD	21133	(410) 521-8696
Summit Capital Partners - Retail Services MD, LP	1527 N Salisbury Blvd, Suite B	Salisbury	MD	21804	(410) 860-9000
Summit Capital Partners - Retail Services MD, LP	726 South Salisbury Blvd, Suite 3	Salisbury	MD	21801	(410) 341-6780
Summit Capital Partners - Retail Services MD, LP	6869 Loch Raven Blvd.	Towson	MD	21286	(410) 339-7133
Summit Capital Partners - Retail Services MD, LP	2979 Festival Way	Waldorf	MD	20601	(301) 632-2888
CTME LLC	56 Western Ave	Augusta	ME	04330	(207) 622-5320
CTME LLC	8 Downeast Hwy	Ellsworth	ME	04605	(207) 664-6127
CTME LLC	180 Elm Plaza	Waterville	ME	04901	(207) 861-5941
A Better Choice, LLC	1021 N. Lafayette St.	Greenville	MI	48838	(616) 754-1000
Eagle Rentals, Inc.	65 W Douglas Ave	Holland	MI	49424	(616) 393-0000
Eagle Rentals, Inc.	753 Olds St, C1-3	Jonesville	MI	49250	(517) 849-7145
Doble Rentals 2, LLC	721 N Waverly Rd	Lansing	MI	48917	(517) 327-2100
Doble Rentals 3, LLC	7218 N. Saginaw St.	Mt. Morris	MI	48458	(810) 686-7160
Doble Rentals L.L.C.	487 Elizabeth Lake Rd	Waterford	MI	48328	(248) 706-2100
Impact RTO Tennessee II, LLC	620 State Street	Clarksdale	MS	38614	(662) 627-5569
Impact RTO Tennessee II, LLC	300 S. Davis Ave. #D	Cleveland	MS	38732	(662) 843-9099
Impact RTO Tennessee II, LLC	1194 Jerry Clower Blvd.	Yazoo City	MS	39194	(662) 746-5955
Impact RTO Carolina LLC	739-A NC 24-27 Bypass E	Albemarle	NC	28001	(704) 982-7101
Quality Rentals of Belmont, NC, LLC	612 Park Street	Belmont	NC	28012	(704) 829-0071
Impact RTO Carolina LLC	1407-A Sunset Ave.	Clinton	NC	28328	(910) 592-1473
Martin Rents Inc.	1037 East Broad St.	Fuquay-Varina	NC	27526	(919) 557-0439
Impact RTO Carolina LLC	1561 Highway 70	Garner	NC	27529	(919) 779-2100
Impact RTO Carolina LLC	213 Winston Rd.	Jonesville	NC	28642	(336) 835-1263
Impact RTO Carolina LLC	2411 1/2 N. Heritage St.	Kinston	NC	28501	(252) 523-6798
Impact RTO Carolina LLC	1247 Burkemont Avenue, Suite 30	Morganton	NC	28655	(828) 433-9305
Impact RTO Carolina LLC	722 US Hwy 74 Business, Ste. 1	Rockingham	NC	28379	(910) 582-2459
Impact RTO Carolina LLC	221 Skyland Shopping Center	Spring Lake	NC	28390	(910) 436-0149
Impact RTO Carolina LLC	124 River Oaks Drive	Tarboro	NC	27886	(252) 823-0777
TLH Enterprises Inc.	2404 N. Grimes St.	Hobbs	NM	88240	(575) 392-2669
Purple Horseshoe, LLC	218 W Main Street	Amelia	OH	45102	(513) 752-3000
Purple Horseshoe, LLC	4394 Eastgate Square Dr, Suite 1100	Cincinnati	OH	45245	(513) 943-7930
Purple Horseshoe, LLC	2010 Ferguson Road	Cincinnati	OH	45238	(513) 922-9300
Purple Horseshoe, LLC	4000 E Galbraith Rd, Suite 15	Cincinnati	OH	45236	(513) 793-9888
Purple Horseshoe, LLC	10968 Hamilton Ave	Cincinnati	OH	45231	(513) 742-0300
Purple Horseshoe, LLC	8437 Colerain Ave	Cincinnati	OH	45239	(513) 385-8900
Purple Horseshoe, LLC	4600 Smith Rd, Suite C-4	Cincinnati	OH	45212	(513) 351-2500
Purple Horseshoe, LLC	1228 W Main St, Suite 106	Hamilton	OH	45013	(513) 868-9500
Purple Horseshoe, LLC	2524 Dixie Hwy	Hamilton	OH	45015	(513) 863-8393
Purple Horseshoe, LLC	635 Columbus Ave., Suite A	Lebanon	OH	45036	(513) 934-3555
Purple Horseshoe, LLC	4762 Roosevelt Blvd	Middletown	OH	45044	(513) 422-0123
Purple Horseshoe, LLC	1205 Rombach Ave	Wilmington	OH	45177	(937) 382-5862
Becky Lou Corporation	3578 Route 611, Suite 210	Bartonsville	PA	18321	(570) 629-6229
Impact RTO Georgia, LLC	2817 S. Main Street	Anderson	SC	29624	(864) 231-6888
Impact RTO Carolina LLC	932 Chesterfield Hwy.	Cheraw	SC	29520	(843) 921-4731
Brown Furniture Company of Gaffney, SC, LLC	1005 W Floyd Baker Blvd	Gaffney	SC	29341	(864) 489-1168
Impact RTO Carolina LLC	315 N. Pearl St.	Pageland	SC	29728	(843) 672-5977
Impact RTO Carolina LLC	725 Cherry Road #120	Rock Hill	SC	29732	(803) 329-6515
Impact RTO Tennessee, LLC	1864 Decatur Pike	Athens	TN	37303	(423) 745-9993
Impact RTO Tennessee II, LLC	337 E. Main St. #B	Brownsville	TN	38012	(731) 772-2125
Impact RTO Tennessee, LLC	1115 Charles G. Sevierville Blvd., Suite 7	Clinton	TN	37716	(865) 463-0886
Impact RTO Tennessee II, LLC	839 Hwy 51 North	Covington	TN	38019	(901) 475-1699
Impact RTO Tennessee, LLC	424 Obed Plaza	Crossville	TN	38555	(931) 707-8900
Impact RTO Tennessee, LLC	3035 Rhea County Hwy. #220	Dayton	TN	37321	(423) 775-0555
Impact RTO Tennessee, LLC	2221 Jacksboro Pike, Suite A3	LaFollette	TN	37766	(423) 907-0088
Impact RTO Tennessee, LLC	920 Hillsboro Blvd.	Manchester	TN	37355	(931) 728-1300
Impact RTO Tennessee II, LLC	8496 Wilkinsonville Rd., #107	Millington	TN	38053	(901) 873-4561
Impact RTO Tennessee, LLC	312 S. Illinois Ave.	Oak Ridge	TN	37830	(865) 482-9600
Impact RTO Tennessee II, LLC	1445 S. First St.	Union City	TN	38261	(731) 884-1900
TLH Enterprises Inc.	1206 N. Mockingbird	Abilene	TX	79603	(325) 695-0280
TLH Enterprises Inc.	3141 S. 14th St.	Abilene	TX	79605	(325) 690-6194
TLH Enterprises Inc.	1716 E. Main St.	Alice	TX	78332	(361) 664-8888
TLH Enterprises Inc.	2625 South Loop 35 # 106	Alvin	TX	77511	(281) 388-2320
TLH Enterprises Inc.	3101 S Western St	Amarillo	TX	79109	(806) 358-8588
TLH Enterprises Inc.	4013 7th St	Bay City	TX	77414	(979) 245-0091
TLH Enterprises Inc.	2009 N. Saint Marys Street	Beeville	TX	78102	(361) 358-0102
TLH Enterprises Inc.	501 E Birdwell Ln #14	Big Spring	TX	79720	(432) 263-0076
TLH Enterprises Inc.	531A West Commerce	Brownwood	TX	76801	(325) 646-3676
TLH Enterprises Inc.	4101 Hwy 77 #M7	Corpus Christi	TX	78410	(361) 241-1100

TLH Enterprises Inc.	842 W 7th Ave #A	Corsicana	TX	75110	(903) 874-5611
TLH Enterprises Inc.	102 E. French St.	Cuero	TX	77954	(361) 275-6000
TLH Enterprises Inc.	3415 West Loop #D	El Campo	TX	77437	(979) 543-3477
TLH Enterprises Inc.	212 W Ennis Ave	Ennis	TX	75119	(972) 875-3600
IOK Rental, Ltd.	114 E. Park Avenue	Hereford	TX	79045	(806) 364-9400
TLH Enterprises Inc.	324 Covington St.	Hillsboro	TX	76645	(254) 283-5005
TLH Enterprises Inc.	2013-B S Washington Street	Kaufman	TX	75142	(972) 932-4317
TLH Enterprises Inc.	2713 50th St.	Lubbock	TX	79413	(806) 793-0495
TLH Enterprises Inc.	2516 34th St	Lubbock	TX	79411	(806) 747-7368
TLH Enterprises Inc.	2125 50th St., Ste. B	Lubbock	TX	79412	(806) 744-7368
TLH Enterprises Inc.	106 N. University Ave.	Lubbock	TX	79415	(806) 744-1515
TLH Enterprises Inc.	1403 S 3rd St #A	Mabank	TX	75147	(903) 887-3033
TLH Enterprises Inc.	817 E Milam St	Mexia	TX	76667	(254) 472-0935
TLH Enterprises Inc.	1651 N County Rd West	Odessa	TX	79763	(432) 335-0053
LDCD Investments, LLC	2060 Lamar Ave	Paris	TX	75460	(903) 784-3309
TLH Enterprises Inc.	228 E. Main St.	Robstown	TX	78380	(361) 387-5240
TLH Enterprises Inc.	4020 Ave H	Rosenberg	TX	77471	(281) 341-0272
TLH Enterprises Inc.	1820 Beaugard St	San Angelo	TX	29728	(843) 672-5977
TLH Enterprises Inc.	929 HIGHWAY 80 STE D	San Marcos	TX	78666	(512) 396-5500
TLH Enterprises Inc.	410 N Hwy 175 #104	Seagoville	TX	75159	(972) 287-4118
TLH Enterprises Inc.	550 N. 123 Bypass Suite #106	Seguin	TX	78155	(830) 379-6501
TLH Enterprises Inc.	3206 College Ave.	Snyder	TX	79549	(325) 573-6606
LDCD Investments, LLC	903 Gilmer St.	Sulphur Springs	TX	75482	(903) 885-8521
TLH Enterprises Inc.	1706 N. Navarro St.	Victoria	TX	77901	(361) 576-9500
TLH Enterprises Inc.	4903 N Navarro St	Victoria	TX	77904	(361) 572-3000
TLH Enterprises Inc.	502 Ferris Ave	Waxahachie	TX	75165	(972) 935-9393
Summit Capital Partners - Retail Services MD, LP	6244 L Little River Turnpike	Alexandria	VA	22312	(703) 914-0384
Summit Capital Partners - Retail Services MD, LP	8636 Richmond Highway	Alexandria	VA	22309	(703) 799-8292
The Raintree Group, Inc.	1941 Neeley Road, Suite 101	Big Stone Gap	VA	24219	(276) 523-7337
Summit Capital Partners - Retail Services MD, LP	15165 Montanus	Culpepper	VA	22701	(540) 825-1097
Summit Capital Partners - Retail Services MD, LP	18007 Dumfries Shopping Plaza	Dumfries	VA	22026	(571) 778-5635
Summit Capital Partners - Retail Services MD, LP	4082 Lankford Highway	Exmore	VA	23350	(757) 442-7601
Summit Capital Partners - Retail Services MD, LP	3563 Plank Rd	Fredericksburg	VA	22407	(540) 786-9991
Summit Capital Partners - Retail Services MD, LP	1255 Emancipation Hwy.	Fredericksburg	VA	22401	(540) 374-1275
Summit Capital Partners - Retail Services MD, LP	55 Riverton Commons Plaza	Front Royal	VA	22630	(540) 635-8223
The Raintree Group, Inc.	1062 Regional Park Rd.	Lebanon	VA	24266	(276) 889-1894
Summit Capital Partners - Retail Services MD, LP	8308 Shoppers Square	Manassas	VA	20111	(703) 393-7571
Hampton Roads Rental, L.L.C.	5950 E Virginia Beach Blvd #923A	Norfolk	VA	23502	(757) 455-6800
Summit Capital Partners - Retail Services MD, LP	25264 Lankford Hwy	Onley	VA	23418	(757) 787-9200
The Raintree Group, Inc.	2004 Second St.	Richlands	VA	24641	(276) 596-9137
The Raintree Group, Inc.	151 Ridgeview Rd SW	Wise	VA	24293	(276) 679-4848
Summit Capital Partners - Retail Services MD, LP	13985 Jefferson Davis Hwy.	Woodbridge	VA	22191	(703) 491-3111
Summit Capital Partners - Retail Services MD, LP	154 Patrick Henry Way	Charles Town	WV	25414	(304) 728-4400
Summit Capital Partners - Retail Services MD, LP	1291 Old Courthouse Square	Martinsburg	WV	25401	(304) 267-9700

**Franchisees with Signed Franchise Agreements that had not yet Opened for Business as of December 31, 2023:**

Name	City	State	Contact #
TLH Enterprises Inc.	Kingsville	TX	(903) 872-3242

# **EXHIBIT C**



**RENT-A-CENTER FRANCHISING INTERNATIONAL, INC.**

Financial Statements

December 31, 2023, 2022 and 2021

(With Independent Auditors' Report Thereon)



CPAs | CONSULTANTS | WEALTH ADVISORS

[CLAconnect.com](https://www.CLAconnect.com)



## INDEPENDENT AUDITORS' REPORT

Board of Directors  
Rent-A-Center Franchising International, Inc.  
Plano, Texas

### **Report on the Audit of the Financial Statements**

#### ***Opinion***

We have audited the accompanying financial statements of Rent-A-Center Franchising International, Inc., which comprise the balance sheets as of December 31, 2023, 2022 and 2021, and the related statements of earnings, changes in stockholders' equity, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Rent-A-Center Franchising International, Inc. as of December 31, 2023, 2022 and 2021, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

#### ***Basis for Opinion***

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Rent-A-Center Franchising International, Inc. and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

#### ***Responsibilities of Management for the Financial Statements***

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Rent-A-Center Franchising International, Inc.'s ability to continue as a going concern for one year after the date the financial statements are available to be issued.

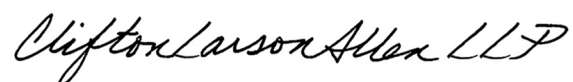
***Auditors' Responsibilities for the Audit of the Financial Statements***

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Rent-A-Center Franchising International, Inc.'s internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Rent-A-Center Franchising International, Inc.'s ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.



**CliftonLarsonAllen LLP**

Milwaukee, Wisconsin  
April 12, 2024

**RENT-A-CENTER FRANCHISING INTERNATIONAL, INC.**

Balance Sheets

December 31, 2023, 2022 and 2021

	2023	2022	2021
<b>ASSETS</b>			
Current assets:			
Cash and cash equivalents	\$ —	\$ —	\$ —
Trade accounts receivable, net	17,449,386	17,942,760	14,315,599
Prepaid expenses and other assets	247,264	15,308	285,903
Notes receivable, net	—	114,481	312,245
Total current assets	17,696,650	18,072,549	14,913,747
Non-current assets:			
Property assets, net	360,010	669,648	498,764
Long term notes receivable	—	—	15,397
Deferred tax assets	909,158	845,547	1,118,273
Total assets	\$ 18,965,818	\$ 19,587,744	\$ 16,546,181
<b>LIABILITIES AND STOCKHOLDER'S EQUITY</b>			
Current liabilities:			
Accounts payable	\$ 240,514	\$ 199,792	\$ 93,270
Accrued liabilities	3,449,175	3,627,867	4,274,627
Total current liabilities	3,689,689	3,827,659	4,367,897
Commitments and contingencies			
Stockholder's equity:			
Common stock, \$0.01 par value; 1,000 shares authorized, issued and outstanding	10	10	10
Additional paid-in capital	14,458,893	14,458,893	14,458,893
Retained earnings	90,908,151	79,025,579	67,835,736
	105,367,054	93,484,482	82,294,639
Receivable from parent company	(90,090,925)	(77,724,397)	(70,116,355)
Total stockholder's equity	15,276,129	15,760,085	12,178,284
Total liabilities and stockholder's equity	\$ 18,965,818	\$ 19,587,744	\$ 16,546,181

See accompanying notes to financial statements

**RENT-A-CENTER FRANCHISING INTERNATIONAL, INC.**

Statements of Earnings

Years ended December 31, 2023, 2022 and 2021

	<b>2023</b>	<b>2022</b>	<b>2021</b>
<b>Revenues:</b>			
Sales	\$ 95,331,600	\$ 91,454,491	\$ 126,896,058
Royalties	18,047,370	20,324,519	21,857,331
National advertising fees	5,104,690	5,237,294	4,940,369
Franchise fees	805,688	642,250	726,458
Service fees	2,903,278	2,980,150	2,066,817
Total revenues	<u>122,192,626</u>	<u>120,638,704</u>	<u>156,487,033</u>
<b>Costs and expenses:</b>			
Cost of merchandise sold	95,103,177	91,714,328	126,602,597
Parent Company royalty fee	9,227,369	9,479,025	9,814,424
General and administrative expenses	10,160,578	9,502,425	9,175,991
Total costs and expenses	<u>114,491,124</u>	<u>110,695,778</u>	<u>145,593,012</u>
Operating income	7,701,502	9,942,926	10,894,021
Interest and other income	7,482,310	4,655,295	1,659,733
Earnings before income tax expense	15,183,812	14,598,221	12,553,754
Income tax expense	3,301,240	3,408,378	3,046,956
Net earnings	<u>\$ 11,882,572</u>	<u>\$ 11,189,843</u>	<u>\$ 9,506,798</u>

See accompanying notes to financial statements

**RENT-A-CENTER FRANCHISING INTERNATIONAL, INC.**

Statements of Stockholders' Equity

Years ended December 31, 2023, 2022 and 2021

	<b>Common Stock</b>	<b>Additional paid-in capital</b>	<b>Retained earnings</b>	<b>Receivable from parent company</b>	<b>Total</b>
Balance at January 1, 2021	\$ 10	\$ 14,458,893	\$ 58,328,938	\$ —	\$ 10,287,680
Net advances to Parent Company	—	—	—	(7,616,194)	(7,616,194)
Net Earnings	—	—	9,506,798	—	9,506,798
Balance at December 31, 2021	\$ 10	\$ 14,458,893	\$ 67,835,736	\$ —	\$ 12,178,284
Net advances to Parent Company	—	—	—	(7,608,042)	(7,608,042)
Net earnings	—	—	11,189,843	—	11,189,843
Balance at December 31, 2022	\$ 10	\$ 14,458,893	\$ 79,025,579	\$ —	\$ 15,760,085
Net advances to Parent Company	—	—	—	(12,366,528)	(12,366,528)
Net earnings	—	—	11,882,572	—	11,882,572
Balance at December 31, 2023	\$ 10	\$ 14,458,893	\$ 90,908,151	\$ —	\$ 15,276,129

See accompanying notes to financial statements

**RENT-A-CENTER FRANCHISING INTERNATIONAL, INC.**

Statements of Cash Flows

Years ended December 31, 2023, 2022 and 2021

	<b>2023</b>	<b>2022</b>	<b>2021</b>
<b>Cash flows provided by operating activities:</b>			
Net earnings	\$ 11,882,572	\$ 11,189,843	\$ 9,506,798
<b>Adjustments to reconcile net earnings to net cash provided by operating activities:</b>			
Depreciation	146,012	145,676	93,481
Bad debt expense	(36,604)	(226,407)	42,586
Deferred income tax	(63,611)	272,726	196,971
Loss on asset disposal	—	—	3,785
<b>Changes in operating assets and liabilities:</b>			
Trade accounts receivable	557,177	(3,398,004)	(1,175,993)
Accrued interest	(7,482,310)	(4,655,295)	(1,659,733)
Notes receivable	108,451	210,411	856,177
Prepaid expenses and other assets	(85,838)	270,595	(253,436)
Accounts payable	40,722	106,522	50,641
Accrued liabilities	(178,692)	(646,760)	(1,262,078)
<b>Net cash provided by operating activities</b>	<b>4,887,879</b>	<b>3,269,307</b>	<b>6,399,199</b>
<b>Cash flows used in investing activity:</b>			
Purchase of property assets	(17,843)	(316,560)	(416,435)
<b>Net cash used in investing activities</b>	<b>(17,843)</b>	<b>(316,560)</b>	<b>(416,435)</b>
<b>Cash flows used in financing activities:</b>			
Receivable from parent company	(4,870,036)	(2,952,747)	(5,956,461)
Bank overdraft	—	—	(26,303)
<b>Net cash used in financing activities</b>	<b>(4,870,036)</b>	<b>(2,952,747)</b>	<b>(5,982,764)</b>
<b>Net change in cash and cash equivalents</b>	<b>—</b>	<b>—</b>	<b>—</b>
Cash and cash equivalents at beginning of year	—	—	—
<b>Cash and cash equivalents at end of year</b>	<b>\$ —</b>	<b>\$ —</b>	<b>\$ —</b>
Cash paid during the year for income taxes	\$ 93,266	\$ 292,596	\$ 307,285

See accompanying notes to financial statements

# RENT-A-CENTER FRANCHISING INTERNATIONAL, INC.

## Notes to Financial Statements

December 31, 2023, 2022 and 2021

### **(1) Nature of Operations and Summary of Accounting Policies**

A description of the nature of operations, together with a summary of the significant accounting policies applied in the preparation of the accompanying financial statements follows.

#### ***(a) Nature of Operations***

Rent-A-Center Franchising International, Inc. (the "Company") is a nationwide Franchisor of lease-to-own stores which offer household durable goods and other products for lease to customers and is a wholly-owned subsidiary of Rent-A-Center East, Inc., whose ultimate parent is Upbound Group, Inc. ("Upbound Group" or "Parent Company"). The Company's primary source of revenue is the sale of rental merchandise to its franchisees, who in turn offer the merchandise to the general public for lease or purchase under a lease-purchase program. The balance of the Company's revenue is generated from royalties based on the franchisee's gross revenues and from franchise fees, which consist of fees earned from the sale of franchises. At December 31, 2023, there were 385 Rent-A-Center, 17 ColorTyme and 38 RimTyme franchised lease-to-own stores operating in 30 states.

#### ***(b) Cash and Cash Equivalents***

The Company considers all highly liquid investments with original maturities of three months or less to be cash equivalents.

#### ***(c) Accounts and Notes Receivable and Allowance for Doubtful Accounts***

The majority of the Company's accounts receivable are due from franchisees. Credit is extended based on evaluation of a franchisee's financial condition, and collateral is not required. Accounts receivable are due within 30 days. Notes receivable are due in accordance with the schedule in the note. Accounts and notes receivable are stated at amounts due from franchisees net of an allowance for doubtful accounts. Accounts receivable outstanding longer than the contractual payment terms are considered past due. The Company determines its allowance for doubtful accounts receivable by considering a number of factors, including the length of time accounts receivable are past due, the Company's previous loss history, the franchisee's current ability to pay its obligation to the Company, and the condition of the general economy and the industry as a whole. The Company writes off accounts receivable that are determined to be uncollectible, and payments subsequently received on such receivables are credited to the allowance for doubtful accounts.

#### ***(d) Revenue Recognition***

*Sales.* Revenue from the sale of rental merchandise is recognized upon shipment of the merchandise to the franchisee.

*Royalties.* Royalties represent sales-based royalties calculated as a percentage of gross lease payments and sales. Royalty fees are stipulated by the franchise agreement ranging from 2.0% to 6.0% and are paid monthly by franchisees.

*Franchise Contracts.* Contract assets represent amounts related to the contractual right to consideration for completed performance obligations. There were no contract assets as of December 31, 2023, 2022 and 2021. Contract liabilities are included in accrued liabilities and consist of unearned franchise and development fees resulting in part from the initial franchise fees paid by franchisees, which are generally recognized on a straight-line basis over the term of the underlying franchise agreement. The balance of contract liabilities as of December 31, 2023, 2022, 2021 and January 1, 2021 was \$2,897,958, \$3,430,146 and \$4,077,396 and \$4,738,931 respectively. The balance of contract liabilities includes unearned franchise fees of \$2,816,958, \$3,277,646 and \$3,919,854 At December 31, 2023, 2022 and 2021, respectively.



# RENT-A-CENTER FRANCHISING INTERNATIONAL, INC.

## Notes to Financial Statements

December 31, 2023, 2022 and 2021

### ***(e) Property Assets and Related Depreciation***

Property assets are stated at cost less accumulated depreciation. Depreciation is provided over the estimated useful lives of the respective assets (generally three to seven years) on the straight-line method. Leasehold improvements are amortized over the useful life of the asset or the initial term of the applicable leases by the straight-line method, whichever is shorter. Depreciation expense for the years ended December 31, 2023, 2022 and 2021 was \$146,012, \$145,676 and \$93,481, respectively.

### ***(f) Concentrations***

In the ordinary course of business, the Company sells merchandise to its franchisees which it procures from various suppliers. For the years ended December 31, 2023, 2022 and 2021, one supplier (Upbound Group, Related Party) accounted for approximately 99% of the Company's total purchasing activity. Product that is purchased through the Parent Company is across a large supplier base.

### ***(g) Long-Lived Assets***

The Company evaluates all long-lived assets for impairment whenever events or changes in circumstances indicate that the carrying amounts may not be recoverable. Impairment is recognized when the carrying amounts of such assets cannot be recovered by the undiscounted net cash flows they will generate. No impairment was recognized in 2023, 2022 and 2021.

### ***(h) Income Taxes***

The Company records deferred taxes for temporary differences between the tax and financial reporting bases of assets and liabilities at the enacted tax rate expected to be in effect when taxes become payable. When it is determined the recovery of all or a portion of a deferred tax asset is not likely, a valuation allowance is established to reduce the deferred tax assets to the amount expected to be realized. Upbound Group files a consolidated Federal tax return which includes the Company. Upbound Group allocates Federal income tax expense as though the Company filed a separate tax return.

Management has evaluated the Company's tax positions and concluded that for the years ended December 31, 2023, 2022 and 2021, the Company had no unrecognized tax benefits or related interest and penalties expenses. The Company classifies interest accrued related to unrecognized tax benefits as interest expense.

### ***(i) Use of Estimates***

In preparing financial statements in conformity with accounting principles generally accepted in the United States of America, management is required to make estimates and assumptions that affect the reported amounts of assets and liabilities, the disclosure of contingent losses and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. In applying accounting principles, management must often make individual estimates and assumptions regarding expected outcomes or uncertainties. These estimates, judgments and assumptions are continually evaluated based on available information and experience. Because of the use of estimates inherent in the financial reporting process, actual results could differ from those estimates.

### ***(j) Advertising Costs***

Advertising costs are expensed as incurred. For the years ended December 31, 2023, 2022 and 2021, advertising costs were \$15,096, \$1,642 and \$930, respectively.

# RENT-A-CENTER FRANCHISING INTERNATIONAL, INC.

## Notes to Financial Statements

December 31, 2023, 2022 and 2021

### **(k) National Advertising Fund**

The Company manages advertising funds for the Rent-A-Center, ColorTyme and RimTyme franchise lease-to-own stores. The National Advertising Funds for these franchises (collectively, the Funds) are associations between the Company and the Company's franchisees and have no separate legal status or existence. The Funds were developed to provide advertising at a national level for the benefit of all franchise stores. The Funds are generated from monthly advertising fees charged to each franchise store and represent sales-based royalties calculated as a percentage of gross lease payments and sales or a fixed fee per store. The Company collects the advertising fees from the franchisees and directly deposits them to the Funds. The Company pays the administrative expenses of the Funds and then is reimbursed by the Funds. Franchise advertising fees and expenditures are presented on a gross basis, as revenue and expense, respectively, in the statement of earnings.

### **(l) Reclassifications**

Certain reclassifications may be made to the reported amounts for prior periods to conform to the current period presentation. These reclassifications have no impact on net earnings in any period.

### **(2) Related Party Transactions**

The receivable from Parent Company is unsecured and bears interest at London Interbank Offered Rate ("LIBOR") plus 2.25%. For the years ended December 31, 2023, 2022 and 2021, the Company recorded interest income on the note of approximately \$7,482,310, \$4,655,295 and \$1,659,733 respectively, which is included in interest and other income. The receivable is presented in the balance sheets as a reduction of stockholder's equity at December 31, 2023, 2022 and 2021.

The Company is party to an agreement with Parent Company for use of the Rent-A-Center trademark for its franchise operations. The Company pays a royalty fee to the Parent Company, which in 2023, 2022 and 2021, the calculation was \$500,000 + 1% of total revenue of its Rent-A-Center branded franchised lease-to-own stores. The Company received no services from its Parent Company in exchange for this royalty. For the years ended December 31, 2023, 2022 and 2021, the Company incurred Parent Company royalty fees of \$9,227,369, \$9,479,025 and \$9,814,424, respectively.

### **(3) Trade Accounts Receivable**

Receivables consist of the following at December 31,:

	2023	2022	2021
Trade accounts receivable:			
Sales to franchisees	\$ 11,359,673	\$ 11,017,904	\$ 7,537,866
Royalties from franchisees	3,141,323	3,174,684	3,435,893
Other	3,457,592	4,216,740	3,579,250
Total	17,958,588	18,409,328	14,553,009
Less allowance for doubtful accounts	(509,202)	(466,568)	(237,410)
Net trade accounts receivable	\$ 17,449,386	\$ 17,942,760	\$ 14,315,599

**RENT-A-CENTER FRANCHISING INTERNATIONAL, INC.**

Notes to Financial Statements

December 31, 2023, 2022 and 2021

Changes in the Company's allowance for doubtful accounts are as follows during the years ended December 31,:

	<b>2023</b>	<b>2022</b>	<b>2021</b>
Beginning balance	\$ 466,568	\$ 237,410	\$ 273,302
Bad debt provision	42,634	229,158	(35,892)
Ending balance	<u>\$ 509,202</u>	<u>\$ 466,568</u>	<u>\$ 237,410</u>

**(4) Notes Receivable**

Notes receivable consist of the following at December 31,:

	<b>2023</b>	<b>2022</b>	<b>2021</b>
Unsecured noninterest bearing notes with franchisees (due on demand)	\$ 219,648	\$ 321,870	\$ 477,517
Unsecured interest bearing notes with franchisees (bearing interest rate of 3.9% with monthly installments of \$5,339) maturing on February 2029	499,967	515,226	575,490
Total notes receivable	719,615	837,096	1,053,007
Less allowance for notes receivable	(719,615)	(722,615)	(725,365)
Less current portion of notes receivable	—	(114,481)	(312,245)
Long term notes receivable	<u>\$ —</u>	<u>\$ —</u>	<u>\$ 15,397</u>

Changes in the Company's allowance for doubtful notes are as follows during the years ended December 31,:

	<b>2023</b>	<b>2022</b>	<b>2021</b>
Beginning Balance	\$ 722,615	\$ 725,365	\$ 727,865
Bad debt provision	(3,000)	(2,750)	(2,500)
Ending balance	<u>\$ 719,615</u>	<u>\$ 722,615</u>	<u>\$ 725,365</u>

**(5) Property Assets**

Property assets consist of the following at December 31,:

	<b>2023</b>	<b>2022</b>	<b>2021</b>
Furniture and equipment	\$ 717,762	\$ 1,079,512	\$ 974,445
Leasehold improvements	—	—	56,461
Construction in progress	34,444	221,514	10,022
Total	752,206	1,301,026	1,040,928
Less accumulated depreciation	(392,196)	(631,378)	(542,164)
Property assets, net	<u>\$ 360,010</u>	<u>\$ 669,648</u>	<u>\$ 498,764</u>

**RENT-A-CENTER FRANCHISING INTERNATIONAL, INC.**

Notes to Financial Statements

December 31, 2023, 2022 and 2021

**(6) Accrued Liabilities**

Accrued liabilities consist of the following at December 31,:

	2023		2022		2021
Accrued liabilities:					
Unearned franchise and development fees	\$ 2,897,958	\$	3,430,146	\$	4,077,396
Payroll	361,353		67,727		180,896
Other	189,864		129,994		16,335
Total accrued liabilities	<u>\$ 3,449,175</u>	\$	<u>3,627,867</u>	\$	<u>4,274,627</u>

**(7) Income Taxes**

The components of the income tax provision are as follows at December 31,:

	2023		2022		2021
Current expense:					
Federal	\$ 3,118,849	\$	3,032,233	\$	2,350,338
State	246,002		103,422		499,647
Total current	3,364,851		3,135,655		2,849,985
Deferred expense (benefit)					
Federal	(55,701)		195,271		256,112
State	(7,910)		77,452		(59,141)
Total deferred	(63,611)		272,723		196,971
Total income tax expense	<u>\$ 3,301,240</u>	\$	<u>3,408,378</u>	\$	<u>3,046,956</u>

The income tax provision reconciled to the tax computed at the statutory federal rate is as follows at December 31,:

	2023		2022		2021
Tax at statutory rate	21.0 %		21.0 %		21.0 %
State income tax, net of federal benefit	1.2		2.4		3.3
Other, net	(0.5)		—		—
Effective income tax rate	<u>21.7 %</u>		<u>23.4 %</u>		<u>24.3 %</u>

# RENT-A-CENTER FRANCHISING INTERNATIONAL, INC.

## Notes to Financial Statements

December 31, 2023, 2022 and 2021

The net deferred tax assets (liabilities) consist of the following at December 31:

	2023	2022	2021
Deferred tax assets:			
Allowance for bad debt	\$ 296,112	\$ 286,271	\$ 240,260
Accrued liabilities	702,031	679,510	1,012,785
Total deferred tax assets	998,143	965,781	1,253,045
Deferred tax liabilities			
Furniture and equipment	(88,985)	(120,234)	(134,772)
Total deferred tax liabilities	(88,985)	(120,234)	(134,772)
Net deferred taxes	\$ 909,158	\$ 845,547	\$ 1,118,273

### (8) Commitments and Contingencies

The Company is involved in various litigation and administrative proceedings in the normal course of business. In the opinion of management, any losses that may result from these matters will not, individually or in the aggregate, have a material adverse effect on the Company's financial position, results of operations, or cash flows.

As of December 31, 2023, 2022 and 2021, the Company was one of the guarantors of approximately \$881.1 million, \$949.7 million and \$1,158.4 million, respectively, of Upbound Group's outstanding indebtedness.

### (9) Subsequent Events

The Company evaluated its December 31, 2023 financial statements for subsequent events through April 12, 2024, the date the financial statements were available to be issued. The Company is not aware of any events that would require recognition or disclosure in the financial statements.



CLA (CliftonLarsonAllen LLP) is a network member of CLA Global. See [CLAGlobal.com/disclaimer](http://CLAGlobal.com/disclaimer). Investment advisory services are offered through CliftonLarsonAllen Wealth Advisors, LLC, an SEC-registered investment advisor.

# EXHIBIT D

# \_\_\_\_\_



**RENT-A-CENTER FRANCHISING INTERNATIONAL, INC.**

**RENTAL STORE FRANCHISE AGREEMENT**

\_\_\_\_\_  
Franchisee

\_\_\_\_\_  
Store Address



**RENT-A-CENTER FRANCHISING INTERNATIONAL, INC.  
RENTAL STORE FRANCHISE AGREEMENT**

**Page #**

**TABLE OF CONTENTS**

1.	GRANT.....	1
2.	TERM AND RENEWAL .....	2
3.	FEES.....	3
4.	DUTIES OF COMPANY .....	4
5.	DUTIES OF FRANCHISEE .....	4
6.	PROPRIETARY MARKS .....	7
7.	CONFIDENTIAL OPERATING MANUALS .....	8
8.	CONFIDENTIAL INFORMATION .....	8
9.	ADVERTISING .....	9
10.	ACCOUNTING AND RECORDS .....	10
11.	INSURANCE .....	11
12.	TRANSFERABILITY OF INTEREST .....	11
13.	DEFAULT AND TERMINATION .....	14
14.	OBLIGATIONS UPON TERMINATION .....	15
15.	COVENANTS .....	16
16.	CORPORATE OR PARTNERSHIP FRANCHISEE .....	17
17.	TAXES.....	18
18.	INDEPENDENT CONTRACTOR AND INDEMNIFICATION; DISCLAIMER.....	18
19.	APPROVALS AND WAIVERS .....	19
20.	NOTICE.....	22
21.	ENTIRE AGREEMENT.....	20
22.	SEVERABILITY AND CONSTRUCTION.....	20
23.	APPLICABLE LAW .....	20
24.	ACKNOWLEDGMENTS .....	22

**Attachments**

ATTACHMENT A	Guarantee, Indemnification and Acknowledgment
ATTACHMENT B	Rent-A-Center Franchising International, Inc. Rental Store Covenant Not to Compete
ATTACHMENT C	Advertising and Marketing Participation Agreement

Addendum Relating to Rent-A-Center Franchising International, Inc. Franchise Agreement (SBA Loans Only)  
State Law Amendment (if applicable)

## RENT-A-CENTER FRANCHISE AGREEMENT

THIS RENT-A-CENTER FRANCHISE AGREEMENT (“**Agreement**”), is made effective as of this \_\_\_ day of \_\_\_\_\_, 2023 (“**Effective Date**”), by and between Rent-A-Center Franchising International, Inc., a Texas corporation (“**Franchisor**”) and \_\_\_\_\_, a [State] [corporation/limited liability company]. (“**Franchisee**”).

### RECITALS

A. Franchisor’s parent, Rent-A-Center East Inc. (“**Company**”), has, as a result of the expenditure of time, skill, effort and money, developed a proprietary business format and system (the “**System**”) and has licensed to the Franchisor the use of the System relating to the operation of home entertainment and appliance rental stores offering televisions, stereos, household appliances, furniture, jewelry, computers, and related products and services. The distinguishing characteristics of the System include, without limitation, a specialized inventory of rental products; interior and exterior building design, decor and layout; marketing, operational and advertising techniques, materials, programs and methods as well as training and supervision in the operation of a Rent-A-Center Rental Store, all of which may be changed, improved, and further developed by Franchisor from time to time.

B. Franchisor has the right to change, improve, or further develop the System or any part of the System, at any time, and Franchisee must promptly comply with any change to the System at Franchisee’s expense.

C. Franchisor has a nonexclusive license to use and sublicense in certain trademarks, service marks, logos, emblems, and indicia of origin, including but not limited to the mark “RENT-A- CENTER” and such other trade names, service marks, and trademarks as may be designated now or hereafter by Franchisor in the RAC Franchise Owner’s Manuals or otherwise in writing for use in connection with the System (the “**Proprietary Marks**”). Said license was granted by Rent-A-Center West, Inc., a Delaware corporation.

D. Franchisee desires to enter into the business of operating a Rent-A-Center Rental Store in accordance with Franchisor’s System and wishes to obtain a franchise from Franchisor for that purpose, as well as to receive the training and other assistance provided by Company in connection therewith.

E. Franchisee understands and acknowledges the importance of Franchisor and Company’s high and uniform standards of quality and service and the necessity of operating the Rent-A-Center Rental Store in conformity with Franchisor’s standards and specifications. Franchisee agrees to comply with the Franchisor’s standards and policies as they exist now and as they, from time to time, may be modified.

The parties agree as follows:

### 1. GRANT

1.1 Franchise Grant: Franchisor hereby grants to Franchisee the right, and Franchisee accepts the obligation, to use the Proprietary Marks and the System, solely in connection with the operation of a Rent-A-Center Rental Store from an approved physical location (hereinafter the “**Store**” or “**Rental Store**”).

1.2 Location of Store: The Store shall be located at \_\_\_\_\_ (the “**Approved Location**”). If at the time of execution of this Agreement, a location for the Store has not been obtained by Franchisee and approved by Franchisor, Franchisee shall purchase or lease a site subject to Franchisor’s prior written approval; upon such approval, the address of the location shall be inserted above, and become the Approved Location. Franchisee shall not relocate the Store without Franchisor’s prior written consent.

1.3 Territorial Protection: During the term of this Agreement and except as otherwise provided in Section 1.4, Franchisor shall not establish or operate, or franchise any entity to establish or operate, a Rent-A-Center Rental Store using the Proprietary Marks and System at any physical location within a radius of \_\_\_ mile(s) from the Approved Location (“**Protected Territory**”).

1.4 Exclusions from Territorial Protection: Franchisee expressly acknowledges and agrees that, except as provided in Section 1.3, the franchise is nonexclusive. Franchisor, or any affiliate of Franchisor, retains the right, among others, in any manner and on any terms and conditions Franchisor deems advisable, and without granting Franchisee any rights therein:

(a) to own, acquire, establish and/or operate, and license others to establish and operate, Rent-A-Center Rental Stores using the Proprietary Marks and/or System outside the Protected Territory (which Rent-A-Center Rental Stores may serve customers inside the Protected Territory);

(b) to own, acquire, establish and/or operate, and license others to establish and operate, businesses and/or rental stores using the System at any location within or outside the Protected Territory;

(c) to own, acquire, establish and/or operate, and license others to establish and operate, businesses and/or rental stores under other proprietary marks or other systems, whether such businesses are the same, similar, or different from the Store, at any location within or outside the Protected Territory;

(d) to sell or distribute, at retail or wholesale, directly or indirectly, or license others to sell or distribute, any products or services which bear any proprietary marks, including the Proprietary Marks, whether within or outside the Protected Territory; and

(e) to own, acquire, establish and/or operate, and license others to establish and operate, businesses or kiosks or mobile storefront units under the Proprietary Marks, which businesses may bear similarities to the Store.

1.4.1 Our parent, Rent-A-Center East, Inc., along with our affiliates (collectively, "Rent-A-Center") shall periodically acquire other rent to own systems, and it is possible that one of these acquisitions may compete with your Rental Stores. If Rent-A-Center acquires a rent to own system with stores in your Protected Territory, you will be given the option to purchase the competing store(s) upon the acquisition at Rent-A-Center's per store cost. This option must be exercised within fifteen (15) days of receipt of notice from the Franchisor and closing must occur within thirty (30) days. Upon exercising this option, you must sign Franchisor's then-current form of Franchise Agreement and pay the then-current Initial Franchise Fee. Should you not exercise your option to purchase as described above, Rent-A-Center shall retain the right to acquire said Rental Store which shall be permitted to operate inside your Protected Territory.

1.5 Modifications to System: Franchisee acknowledges that the System and the products offered by the Store may be modified, (such as, but not limited to, the addition, deletion and modification of operating procedures, products, technology as well as changes in technology required of all franchisees and services) from time to time by Franchisor; and Franchisee agrees to comply with all such modifications, such as remodeling, redecoration and modifications to existing improvements, including structural changes.

## 2. TERM AND RENEWAL

2.1 Initial Term of Franchise: Except as otherwise provided herein, the term of this Agreement shall be for \_\_\_ years from the date of this Agreement.

2.1.1 This is a renewal Franchise Agreement with a term of years from the ending date of the Initial Term as specified by the original Franchise Agreement it is replacing

2.2 Renewal Term of Franchise: Franchisee may, at its option, renew this franchise for one additional term of \_\_\_ years, provided that:

2.2.1 Franchisee has given Franchisor written notice of its election to renew not less than six (6) months nor more than nine (9) months prior to the end of the initial term;

2.2.2 Franchisor shall inspect the Store at least five (5) months prior to expiration of the initial term and Franchisee shall complete to Franchisor's satisfaction all maintenance, refurbishing, renovating and remodeling of the premises as Franchisor shall reasonably require no later than sixty (60) days prior to expiration;

2.2.3 Notwithstanding Section 2.2.2 above, Franchisee may delay for exactly six (6) months

completion of all maintenance, refurbishing, renovating and remodeling required by Franchisor in connection with a renewal term, in the event Franchisee pays the non-refundable deferred remodeling fee ("Deferred Remodeling Fee") of \$5,000 no later than sixty (60) days prior to expiration of the initial term.

2.2.4 Franchisee is not in default of any provision of this Agreement, any amendment hereof or successor hereto, or any other Agreement between Franchisee and Franchisor, or its subsidiaries and affiliates, and has substantially complied with all the terms and conditions of such agreements during the terms thereof;

2.2.5 Franchisee has satisfied all monetary obligations owed by Franchisee to Franchisor and its subsidiaries and affiliates, is current on all other monetary obligations, and has timely met these obligations throughout the term of this Agreement and pays a renewal fee of \$2,500;

2.2.6 Franchisee shall execute Franchisor's then-current form of franchise agreement, which agreement shall supersede Agreement in all respects, and the terms of which may differ from the terms of this Agreement and be less advantageous to Franchisee such as, for example, a higher percentage royalty fee and advertising contribution; provided, however, Franchisee shall not be required to pay the then-current initial franchise fee and the Franchisee shall have no further right to renew the Franchise Agreement;

2.2.7 At the end of the initial term, Franchisee has complied with Franchisor's then-current qualifications and training requirements;

2.2.8 No later than thirty (30) days prior to the end of the initial term, Franchisee has executed a general release, in a form prescribed by Franchisor, of any and all claims against Franchisor and its subsidiaries and affiliates, and their respective officers, directors, agents, employees and shareholders.

2.3 Option to Purchase Upon Nonrenewal: If Franchisee does not furnish notice of renewal to Franchisor as set forth in Section 2.2.1 or otherwise fails to satisfy the conditions for renewal in Section 2.2.2 to 2.2.7, then, in such event, Franchisor or its designee shall have the option to purchase, at fair market value, all of the assets of the Store including, without limitation, all inventory, furnishings, fixtures, equipment, and customer contracts and receivables. Franchisor shall exercise its option by furnishing written notice thereof to Franchisee at least three (3) months prior to the expiration of the initial term of this Agreement. The notice also shall set forth the name and address of the independent appraiser who will determine fair market value. Franchisee shall have the right to appoint its own independent appraiser to jointly work with Franchisor's appraiser, provided that such appointment is made within fourteen (14) days after receipt of Franchisor's notice.

The appraisal shall be completed at least two (2) months prior to the expiration of the initial term; if there are two (2) appraisers and they have not agreed on fair market value within such time, then the appraisers shall jointly select a third independent appraiser and furnish the third appraiser with their individual appraisals. The third appraiser shall, within two (2) weeks after selection, make the final determination of fair market value, and such determination shall be final. Each party shall be responsible for its appraiser's costs, and shall share the costs of any third appraiser. Franchisor or its designee shall purchase the assets of the Store within fifteen (15) days after fair market value has been established, and the initial term of the Franchise Agreement shall expire at the time of the asset purchase.

### 3. FEES

3.1 Franchise Fee: Franchisor acknowledges receipt from Franchisee of an initial franchise fee of Thirty-Five Thousand Dollars (\$35,000) for new franchisees and Ten Thousand Dollars (\$10,000) for conversion franchisees. The initial franchise fee shall be deemed fully earned and non-refundable when paid, in consideration of administrative and other expenses Franchisor incurred in entering into this Agreement, and for Franchisor's lost or deferred opportunity to enter into this Agreement with others.

3.2 Royalty Fee: During the term of this Agreement, Franchisee shall pay to Franchisor a continuing monthly royalty fee in an amount equal to five and one-half percent (5.5%) of the Gross Rental Payments and Sales of the Store, as defined in Section 3.5 below.

3.3 Advertising Fund Contribution: Franchisor has established the Advertising Fund, to be paid by Franchisee to Franchisor on a monthly basis, at an amount not to exceed four and one-half percent (4.5%) of Franchisee's Gross Rental Payments and Sales from the Store. The required Advertising Fund Contribution may be a monthly flat fee or based on percentage of Gross Rental Payments. The Advertising Fund is maintained and administered by Franchisor, as provided under Section 9 hereof. At all times, during the Term of this Agreement, you will be required to maintain a minimum Advertising Requirement of three percent (3%) of monthly Gross Rental Payments and Sales to include the Advertising Fund Contribution, as further defined in Section 9.1 hereof.

3.4 Late Fees: You will be subject to the following late fees:

3.4.1 Delinquent Fees. You must pay a late fee of five percent (5%) for any fee owed which is not received on or before the 20th day of the month.

3.4.2 Financial Statements. A late fee of \$500 per incident will be assessed against you for all required financial statements which are not submitted within thirty (30) days after the end of each fiscal month.

3.4.3 Late Monthly Loan Payment Fee. A daily rate

of 0.15% will be assessed for all delinquent payments on loans for you which Franchisor guarantees.

3.4.4 Application of Payments. Franchisor reserves the right to apply any payments received to any outstanding amounts before applying to most recent amounts due.

3.5 Monetary Obligations: All monthly payments required by Section 3 of this Agreement shall be due to Franchisor by the 10th day of each month for the Gross Rental Payments and Sales during the preceding calendar month, and shall be submitted to Franchisor together with any monthly statement and report required under Section 10 hereof. Any payment and report not actually received by Franchisor on or before the 20th day of the month shall be deemed overdue. If any payment is overdue, Franchisee shall pay to Franchisor, in addition to the overdue amount, a monthly late charge equal to five percent (5%) per month of the total amount past due. Entitlement to any such late charge shall be in addition to any other remedies Franchisor may have, including fees specified in Section 10.7. Franchisor shall have the right to require Franchisee to transmit royalty payments and/or advertising fund contributions by means of electronic payments (including electronic fund transfers) in accordance with the procedures established in the Manuals (as that term is defined in Section 4.5) or otherwise in writing, and Franchisee agrees to promptly comply with Franchisor's policies and procedures relating to electronic payments.

3.6 Definition: "**Gross Rental Payments and Sales**" as used herein shall mean the amount of all revenue received by Franchisee from the rental or sale of all products and services, and all income of every kind and nature related to the Store, whether for cash or credit; provided, however, that Gross Rental Payments and Sales shall not include any sales taxes or other taxes collected by Franchisee for transmittal to the appropriate taxing authority. Gross Rental Payments and Sales shall include any "Acima Consignment Rental Revenue and Sales" Franchisee receives pursuant to the Acima Consignment Agreement Franchisee shall enter into contemporaneously with this Agreement. Notwithstanding the foregoing, if Franchisor has approved of Franchisee's service as a sales agent for products and services not traditionally offered by a Rental Store, then as to any revenue Franchisee receives as a result of such services (including agent fees), only Franchisee's agent fees will be included in Gross Rental Payments and Sales.

3.7 Technology Fee: Franchisor reserves the right to modify the technology utilized by Franchisee, including the right to change approved vendors and provide services directly to Franchisee. Franchisee must pay Franchisor for providing this service or product.

3.8 Supply Services Fee: Franchisor may provide assistance to you relating to the purchase of approved product purchases, including assistance with ordering, billing and accounting services ("**Supply Services**").

Franchisor may designate itself as the sole supplier of a particular product and require Franchisee to pay a supply services fee up to five percent (5%) of Franchisee's product purchases from Franchisor (the "**Supply Services Fee**").

#### 4. DUTIES OF FRANCHISOR

4.1 **Furnishing Standard Plans:** Franchisor shall make available standard plans and/or specifications for exterior and interior layout for the Store, which Franchisee shall adapt with Franchisor approval, at Franchisee's expense, to Franchisee's location.

4.2 **Training:** Franchisor shall provide an initial training program for Franchisee and Franchisee's Manager; provided, however, if Franchisee currently operates one or more Stores in addition to the Store franchised hereunder, or if Franchisee has prior experience with rental store operations, Franchisor may elect not to require such initial training to Franchisee and Franchisee's Manager if, in Franchisor's judgment, such training is not required. Franchisor shall make available such other training programs or seminars as Franchisor deems appropriate. All training provided by Franchisor shall be subject to the terms and conditions set forth in Section 5.3 of this Agreement. Franchisee shall pay all costs and expenses incurred by Franchisor in rendering any additional training the Franchisor determines in the Franchisor's sole discretion it will provide.

4.3 **Opening Assistance:** If deemed necessary by Franchisor, Franchisor shall provide to Franchisee at Franchisor's expense, on-site opening assistance and supervision at such time as may be mutually convenient to Franchisee and Franchisor.

4.4 **Providing Materials for Opening Promotion:** Franchisor shall provide materials for an opening promotion and initial advertising of the Store, which promotion and advertising shall be conducted at Franchisee's expense.

4.5 **Loan of Manuals:** Franchisor shall provide on loan to Franchisee for the term of this Agreement one copy of the RAC Franchise Owners' Manuals ("**Manuals**") to be delivered after execution of this Agreement, as more fully described in Section 7 hereof.

4.6 **Maintain Standards:** Franchisor shall continue its efforts to maintain high standards of quality, appearance, professionalism, and service of the System, and to that end shall:

4.6.1 Conduct, as it deems advisable, inspections of Franchisee's Store and evaluations of the products and services offered by Franchisee;

4.6.2 Disseminate Franchisor's approved list of products to Franchisee; and

4.6.3 Review and approve or reject samples of all advertising and promotional plans and materials submitted to Franchisor by Franchisee for use in accordance with the procedures described in Section 9

of this Agreement.

4.7 **Continuing Consultation and Advisory Assistance:** Franchisor shall provide pre-opening and continuing consultation and advisory assistance on such terms as Franchisor deems appropriate.

4.8 **No Liability for Approvals:** Franchisor shall not, by virtue of any approvals, advice, or services provided to Franchisee, assume responsibility or liability to Franchisee or any third parties to which Franchisor would not otherwise be subject.

#### 5. DUTIES OF FRANCHISEE

5.1 **Importance of Compliance with System Standards:** Franchisee understands and acknowledges that every detail of the System and the Store is important to Franchisee, Franchisor, and other franchisees in order to (a) develop and maintain high and uniform operating standards, (b) increase the demand for the products and services marketed by all franchisees, and (c) protect Franchisor's reputation and goodwill. Franchisee shall maintain Franchisor's high standards with respect to facilities, services, products, and operations.

5.2 **Opening the Store:** Franchisee shall open the Store and commence business within one-hundred and eighty (180) days after execution of this Agreement. Time is of the essence. Prior to opening, Franchisee shall complete all exterior and interior improvements to the Store, including installation of fixtures, furnishings, and signs, pursuant to Franchisor-approved plans and specifications.

5.3 **Franchisee Training:** If deemed necessary by Franchisor, Franchisee and Franchisee's Manager shall, prior to the opening of the Store, attend and complete to Franchisor's satisfaction the initial training program prescribed by Franchisor. Franchisor shall provide for instructors, facilities and training materials. All other expenses incurred in the training of Franchisee and Franchisee's Manager including, without limitation, the cost of travel, meals, lodging and any wages, shall be borne by Franchisee. Any Manager subsequently employed by Franchisee must also satisfactorily complete the initial training program if deemed necessary by Franchisor. Franchisee shall pay to Franchisor all reasonable expenses incurred by Franchisor, as may be specified in the Manuals, for the initial training of any Manager subsequently employed by Franchisee. Such expenses shall be in addition to any other training costs to be borne by Franchisee as provided herein. Franchisee and Franchisee's Manager shall attend and complete to Franchisor's satisfaction all other training programs that Franchisor designates as mandatory including, but not limited to attendance at National Convention. Expenses incurred in the additional training of Franchisee and Franchisee's Manager including, without limitation, the cost of travel, meals, lodging and any wages, shall be borne by Franchisee. Franchisee must send one representative who has an ownership interest in Franchise to attend our National

Convention. Franchisee shall conduct such initial training and periodic retraining of its other employees as Franchisee deems necessary.

If you desire additional training and the Franchisor determines in its sole discretion to provide additional training, you must pay Franchisor's actual costs for providing such additional training.

5.4 Conformance to System Standards: Franchisee shall operate the Store in conformity with such standards, techniques, and procedures as Franchisor may from time to time prescribe in the Manuals or otherwise in writing, and shall refrain from deviating from system standards without Franchisor's prior written consent.

5.4.1 Franchisee shall offer only such brands, types and models of products as shall have been approved in writing by Franchisor and not thereafter disapproved. These products shall be provided only by vendors that have been approved in writing and not later disapproved. If Franchisee desires to offer any unapproved products, Franchisee shall submit to Franchisor a written request for such approval, in accordance with Franchisor's procedures for securing such approvals. Franchisor shall approve products which in Franchisor's reasonable judgment are consistent with the System's image and marketing objectives, and provided the product meets the Franchisor's standards of quality and reliability.

5.4.2 Franchisee shall maintain an adequate mix and inventory of approved products for rent as Franchisor may prescribe in the Manuals. Franchisee shall purchase at least 80% of inventory from Franchisor or its affiliate(s). Franchisee shall also maintain a sufficient quantity of any promotional products in conjunction with any national advertising campaign, and Franchisor reserves the right to establish or modify, from time to time, minimum purchases for promotional products.

5.4.3 Franchisor shall have the right to change the System from time to time to require the addition or deletion of product offerings, and the acquisition and use of new computer hardware, software, equipment, supplies or techniques. Franchisee agrees to make all capital expenditures necessary to comply with all modifications Franchisor may make from time to time to the System.

5.4.4 Supplier Accounts: Franchisee must timely pay invoices from suppliers as invoiced by suppliers for products and services used for the Store after any necessary offsets or modifications are made to said invoices. Franchisor shall have the right and authority (without, however, any obligation to do so) to immediately pay Franchisee's delinquent accounts and require Franchisee to reimburse Franchisor for such amount immediately.

5.4.5 Electronic Mail Address: Franchisor will provide Franchisee with a unique @rentacenter.com email address for the Store, as well as any other

@rentacenter.com specific email addresses, as it deems necessary. Other than the email provided by us, you may not maintain your own email domain that includes the words "RAC" or "Rent-A-Center".

5.5 Access to Store: Franchisee shall permit Franchisor and its agents to enter all areas of the Store's premises at any time to conduct inspections; shall cooperate fully with Franchisor's representatives in such inspections by rendering such assistance as they may reasonably request; and, upon notice from Franchisor or its agents, and without limiting Franchisor's other rights under this Agreement, shall take such steps as may be necessary immediately to correct any deficiencies detected during such inspections. If Franchisee, for any reason, fails immediately to correct such deficiencies, Franchisor shall have the right and authority (without, however, any obligation to do so) immediately to correct such deficiencies and to charge Franchisee a reasonable fee for Franchisor's expenses in so acting, payable by Franchisee immediately upon notice from Franchisor.

5.6 Use of Proprietary Marks: Franchisee shall display the Proprietary Marks and Franchisee's business address and phone number for the location approved by Franchisor on all promotional, sales, and advertising materials, including, without limitation, all printed advertising of every kind and nature, business stationary and cards, signs and decals for delivery and service vehicles, and decals and stickers for products. All such uses require prior Franchisor approval.

5.7 Maintenance of Store Premises: Franchisee shall maintain at the Store, at Franchisee's expense, all fixtures, furnishings, and signs as Franchisor may reasonably direct from time to time in the Manuals, and shall refrain from installing or permitting to be installed on or about the Store any fixtures or signs not previously approved by Franchisor. Franchisee shall maintain the Store in a clean, attractive condition, and in good repair; and shall keep the Store open and in normal operation for such minimum hours and/or days as Franchisor may from time to time prescribe in the Manuals or otherwise in writing. Franchisee shall not use the Store for any other purpose or activity without the prior consent of Franchisor.

5.8 Refurbishing the Store: At Franchisor's request, which shall not be more often than once every five (5) years, and within a reasonable time after such request, Franchisee shall refurbish the Store at its expense, to conform to the decor, color schemes, and presentation of trademarks and service marks consistent with Franchisor's then-current image, including, without limitation, such remodeling, redecoration and such modifications to existing improvements as may be necessary.

5.9 Directory and Web Listings: Franchisee shall maintain, at its expense and as directed by Franchisor print, web based and such other types of business listings as Franchisor directs from time to time.

Franchisee is solely responsible for the accuracy of all such listing, and will notify Franchisor of necessary material changes to such listings. Franchisor retains the right to monitor and respond to all customer complaints. Franchisee shall cooperate with Franchisor in the resolution of customer complaints as the Franchisor designates or as provided in the Manuals and promptly respond to negative online comments by Store customers on web listings and social media outlets such as Facebook, Instagram or Twitter, etc. and online directories such as Yelp, Google, etc. in accordance with all guidelines for such social media or online usage and/or addressing of complaints.

5.10 Franchisee Lease Provisions: Franchisee shall comply with all the terms of its lease or sublease, and shall refrain from any activity which may jeopardize Franchisee's right to remain in possession of, or to renew the lease or sublease for, the Store premises. Franchisee shall, prior to the execution of any lease or sublease, submit it to Franchisor for its written approval, which approval shall be contingent on the inclusion of the following three (3) provisions. An executed copy of the lease should be sent to Franchisor.

5.10.1 That the use of the leased premises be restricted solely to the operation of the Store in accordance with the System; and

5.10.2 That, in the event of a default, expiration, or termination of the Agreement or a default under the lease or sublease, Franchisor (or Franchisor's designee) has the option, upon notice to the lessor or sublessor, to assume all of Franchisee's rights under the lease or sublease, including the right to assign or sublease.

5.10.3 That the Lease Rider, as applicable, be executed in conjunction with the lease for the Rent-A-Center Rental Store.

5.11 Compliance with Laws and Regulations: Franchisee shall comply with all federal, state, and local laws, rules, and regulations, and shall timely obtain, and shall keep in force as required throughout the term of this Agreement, any and all permits, leases, certificates, or licenses necessary for the full and proper conduct of the Store, including, without limitation, any building and other required construction permits, licenses to do business, fictitious name registrations, sales tax permits, and fire clearances.

5.12 Notification of Legal Proceedings: Franchisee shall notify Franchisor in writing within FIVE (5) business days of the commencement of any action, suit, or proceeding, and of the issuance of any order, writ, injunction, award, or decree of any court, agency, or other governmental instrumentality, which may adversely affect the operation or financial condition of the Store.

5.13 Intranet System: As Franchisor develops and refines its intranet system, Franchisor will grant Franchisee access to such system, so long as Franchisee is not in default under this Agreement or any

other agreement with Franchisor. Franchisor may perform some of its obligations under this Agreement by use of this intranet system. If Franchisor requires, Franchisee shall use this intranet system for the purposes and in the manner specified by Franchisor, pursuant to Franchisor's standards. The current intranet fee is \$200 per year per store, but Franchisor reserves the right to increase this fee to up to \$350 per year per store.

5.14 Internet: Franchisor has established and plans to maintain a website to provide information about the Franchisor and the products and services that Rent-A-Center Rental Stores offer ("**Website**"). Franchisor shall have control over the Website's design and contents, including with respect to any online ordering and/or sales. Franchisor shall have no obligation to maintain the Website indefinitely, and may dismantle it (and if dismantled may reinstate it) at any time without liability to Franchisee. Franchisee shall have no right, license or authority to advertise the Rental Store or use any of the Proprietary Marks on or in connection with the Internet. You may not use Proprietary Marks to advertise the sale of discontinued merchandise or products not appropriate for sale in the Rental Store.

5.15 Customer Information Security Program:

(a) Franchisee must implement and comply with Franchisor's then current customer information security program for the Rental Store. Franchisee is solely responsible for maintaining security for the information it obtains from Rental Store customers, including all Personally Identifiable Information ("**PII**") and Franchisee must indemnify Franchisor related to any failure to maintain such security. Failure to comply with Franchisor's then current customer information security program is a default under this Agreement.

(b) Franchisee must implement and comply with Franchisor's then current policy regarding electronic monitoring technology including but not limited to complying with any decision and order issued by the Federal Trade Commission ("**FTC**") as well as any subsequent authority and guidance issued by the FTC or any applicable federal, state, or local governing bodies. Franchisor does not condone the unauthorized use of any geophysical location tracking technology or monitoring technology that has the capability of invading the privacy of customers. If Franchisee uses or offers any technology which has the ability to permit Franchisee to monitor remotely the customer, Franchisee must ensure that any option to monitor the customer without the customer's permission or that might invade the customer's privacy in any way is disabled. Franchisee is solely responsible for its use of electronic monitoring technology and Franchisee must indemnify Franchisor related to any failure to protect customers' privacy. Any practice or use by Franchisee that results in the invasion of a customers' privacy is a default under this Agreement.

5.16 Volume Discounts and Rebates From

Franchisee Purchases: Franchisor also reserves the right to receive payments, discounts or other incentives, including payment term discounts, volume discounts, cash rebates, concessions, advertising allowances, or discount bonuses (collectively “**Discounts**”), whether by way of cash, kind or credit, from any manufacturer or supplier designated by Franchisor, whether or not on account of purchases made (i) by Franchisor for its own account or for Franchisee’s account, or franchisees generally, or (ii) by Franchisee directly for its own account. Franchisor is entitled to retain the whole of the amount or any part of such Discounts as it deems appropriate from time to time.

5.17 Innovations: All ideas, concepts methods, techniques and products conceived or developed by Franchisee and/or any of Franchisee’s affiliates, owners, agents, representatives, contractors or employees during the term of this Agreement relating to the development or operation of a Store are hereinafter referred to as “Innovations”. All Innovations are the sole and exclusive property of Franchisor, part of the Systems, and works made-for-hire for Franchisor, and Franchisee agrees to promptly disclose to Franchisor all Innovations. To the extent any Innovation does not qualify as a work made-for-hire for Franchisor, by this paragraph Franchisee assigns ownership of that Innovation, and all intellectual property and other rights to the Innovation, to Franchisor and agrees to sign and deliver such instruments and documents, provide such assistance, and perform such other acts as Franchisor periodically designates in order for Franchisor or its designee to obtain exclusive rights in and to such Innovations. Franchisor shall have no obligation to make any lump sum or other payments to Franchisee or any other person or entity with respect to any such Innovations. Franchisee will not use, nor will Franchisee allow any other person or entity to use any such Innovations, whether in connection with the Store or otherwise, without obtaining Franchisor’s prior written approval.

## 6. PROPRIETARY MARKS

6.1 Franchisor Representation Concerning Proprietary Marks: Franchisor represents with respect to the Proprietary Marks that:

6.1.1 Franchisor has a nonexclusive license to use and sublicense the Proprietary Marks from Rent-A-Center West, Inc., a Delaware corporation. The Proprietary Marks are used by Rent-A-Center East, Inc. and related companies to operate business under the same Proprietary Marks offering similar products and services.

6.1.2 Franchisor has taken and will take all steps reasonably necessary to preserve and protect its right to use and sublicense the Proprietary Marks.

6.1.3 Franchisor will use and permit Franchisee and other franchisees to use the Proprietary Marks only in accordance with the System and the standards and

specifications attendant thereto which underlie the goodwill associated with and symbolized by the Proprietary Marks.

6.2 Franchisee Use of Proprietary Marks: With respect to Franchisee’s use of the Proprietary Marks pursuant to this Agreement, Franchisee agrees that:

6.2.1 Franchisee shall use only the Proprietary Marks designated by Franchisor and shall use them only in the manner authorized and permitted by Franchisor.

6.2.2 Franchisee shall operate the Store under the name of “RENT-A-CENTER” without prefix or suffix, and Franchisee shall advertise the Store under the name of “RENT-A-CENTER”, without prefix or suffix.

6.2.3 Franchisee shall use the Proprietary Marks only for the operation of the Store and only at the location authorized hereunder, or in advertising for the business conducted at or from that location.

6.2.4 Franchisee’s right to use the Proprietary Marks is limited to such uses as are authorized under this Agreement, and any unauthorized use thereof shall constitute an infringement of Franchisor’s rights, including any unauthorized use of any electronic medium such as the internet, any social medial outlet or any new technologies developed in the future.

6.2.5 Franchisee shall not use the Proprietary Marks as part of its corporate or other legal name.

6.2.6 Franchisee shall comply with Franchisor’s instructions in filing and maintaining the requisite trade name or fictitious name registrations, and shall execute any documents deemed necessary by Franchisor or its counsel to obtain protection for the Proprietary Marks or to maintain their continued validity and enforceability.

6.2.7 Franchisee shall promptly notify Franchisor of any suspected unauthorized use of, or any challenge to the validity or use of, the Proprietary Marks. Franchisee acknowledges that Franchisor (or its affiliate) shall have the sole right to determine whether any action should be taken, and, if any action is taken, to direct and control any administrative proceeding or litigation involving the Proprietary Marks, including any settlement thereof. Franchisor shall have the right, but not the obligation, to take action against uses by others that may constitute infringement of the Proprietary Marks. Franchisor shall defend Franchisee against any third-party claim, suit, or demand arising out of Franchisee’s use of the Proprietary Marks. If Franchisor, in its sole discretion, determines that Franchisee has used the Proprietary Marks in accordance with this Agreement, the cost of such defense, including the cost of any judgment or settlement, shall be borne by Franchisor. If Franchisor, in its sole discretion, determines that Franchisee has not used the Proprietary Marks in accordance with this Agreement, the cost of such defense, including the cost of any judgment or settlement, shall be borne by Franchisee. In the event of any litigation relating to Franchisee’s use of the Proprietary Marks, Franchisee



shall execute any and all documents and do such acts as may, in the opinion of Franchisor, be necessary to carry out such defense or prosecution including, but not limited to, becoming a nominal party to any legal action. Except to the extent that such litigation results from Franchisee's use of the Proprietary Marks in a manner inconsistent with the terms of this Agreement, Franchisor agrees to reimburse Franchisee for its out-of-pocket litigation costs in cooperating with Franchisor in the litigation.

**6.3 Franchisee Representation Concerning Proprietary Marks:** Franchisee expressly understands and acknowledges that:

6.3.1 Franchisor has a nonexclusive license to use and subfranchise the Proprietary Marks and the goodwill associated with and symbolized by them.

6.3.2 The Proprietary Marks are valid and serve to identify the System and those who are franchised under the System.

6.3.3 During the term of this Agreement and after its expiration or termination, Franchisee shall not directly or indirectly contest the validity or the ownership of the Proprietary Marks, nor take any action which may tend to derogate or jeopardize Franchisor's interest therein, or Franchisor's right to use and to license others to use, the Proprietary Marks.

6.3.4 Franchisee's use of the Proprietary Marks pursuant to this Agreement does not give Franchisee any ownership interest or other interest in or to the Proprietary Marks, other than the nonexclusive license granted by this Agreement.

6.3.5 Any and all goodwill arising from Franchisee's use of the Proprietary Marks during the term of this Agreement shall inure solely and exclusively to Franchisor's benefit; and, upon expiration or termination of this Agreement, no monetary amount shall be assigned or attributable to any goodwill associated with Franchisee's use of the System or the Proprietary Marks.

**6.4 Franchisor's Use of Proprietary Marks:** Except as specified in Section 1.3 hereof, Franchisor and its affiliates shall have and retain the rights, among others; (a) to use the Proprietary Marks themselves in connection with selling products and services; (b) to grant other licenses for the Proprietary Marks, in addition to those licenses already granted to existing franchises; and (c) to develop and establish other systems using the Proprietary Marks, similar proprietary marks, or any other proprietary marks, and to grant licenses or franchises thereto without providing any rights therein to Franchisee. You are not permitted to advertise the sale of used or discontinued inventory using the Proprietary Marks in any form, including electronically on sites such as Craig's List.

**6.5 Substitution of Proprietary Marks:** Franchisor reserves the right to substitute different proprietary marks for use in identifying the System and the

businesses operating thereunder if the Proprietary Marks no longer can be used or if Franchisor, in its sole discretion, determines that substitution of different proprietary marks will be beneficial to the System. In such circumstances, the use of the substituted proprietary marks shall be governed by the Terms of this Agreement, and Franchisor shall not compensate Franchisee for such substitution. Franchisee shall implement promptly any such substitution.

## **7. CONFIDENTIAL OPERATING MANUALS**

**7.1 Compliance with Manual:** In order to protect the reputation and goodwill of Franchisor and to maintain uniform operating standards under the Proprietary Marks, Franchisee shall conduct the business of the Store in accordance with Franchisor's Manual, one copy of which Franchisee acknowledges having received on loan from Franchisor for the term of this Agreement. The contents of the Manuals may change from time to time as business needs change. The Manuals are designed to protect the Rent-A-Center System and goodwill of the Proprietary Marks associated with the System and foster a uniform quality of operations throughout the System. The Manuals are not meant to control the day-to-day operations of the Store. Franchisee shall at all times remain responsible for the operation of the Store, and all activities occurring at the Store. Franchisee must hire, train, discipline and otherwise be solely responsible for the Store's employees. The Franchisor is not responsible for and does not direct or control the conduct of any Store employee.

**7.2 Keeping Manual Confidential:** Franchisee shall at all times treat the Manual, any other manuals created for or approved for use in the operation of the Store, and the information contained therein as confidential, and shall use all reasonable efforts to maintain such information as secret and confidential. Franchisee shall not at any time, without Franchisor's prior written consent, copy, duplicate, record, or otherwise reproduce the foregoing materials, in whole or in part, nor otherwise make the same available to any unauthorized person.

**7.3 Ownership of Manuals:** The Manuals shall at all times remain the sole property of Franchisor.

**7.4 Revisions to Manuals:** Franchisor reserves the right to modify the System standards, specifications, technology, and all other operating procedures from time to time and Franchisee is required to promptly comply with those changes.

**7.5 Keeping Manuals Current:** Franchisee shall at all times ensure that its copy of the Manuals is kept current. In event of any dispute as to the contents of the Manuals, the terms of the master copy of the Manuals maintained by Franchisor on its intranet system shall control.

## **8. CONFIDENTIAL INFORMATION**

**8.1 Protection of Confidential Information:** Franchisee shall not, during or after the term of this

Agreement, communicate, divulge, or use for the benefit of any other person, persons, partnership, association, business or corporation any confidential information, knowledge, or know-how concerning the methods of operation of Franchisor's business or the Store which may be communicated to Franchisee, or of which Franchisee may be apprised, by virtue of its association with Franchisor.

8.2 Divulging Confidential Information: Franchisee shall divulge such confidential information only to those employees who must have access to it in order to perform their employment responsibilities, or as may be required to comply with an order of the court or arbitrator. Any and all information, knowledge, know-how, and techniques which Franchisor designates as confidential shall be deemed confidential for purposes hereof.

8.3 Franchisor's Remedies: Franchisee acknowledges that any failure to comply with the requirements of this Section 8 will result in irreparable injury to Franchisor for which no adequate remedy at law may be available, and Franchisee agrees that Franchisor may seek, and agree to pay all court costs and reasonable attorneys' fees incurred by Franchisor in obtaining, without posting bond, an *ex parte* or other order for injunctive or other legal or equitable relief with respect to the requirements of the Section 8.

8.4 Employee Covenants: Any employee who may have access to any confidential information of Franchisor shall execute covenants that they will maintain the confidentiality of information they receive in connection with their association with Franchisee. Such covenants shall be in a form satisfactory to Franchisor, including, without limitation, specific identification of Franchisor as a third-party beneficiary of such covenants with the independent right to enforce them.

## 9. ADVERTISING

Recognizing the value of advertising, and the importance of the standardization of advertising programs in the furtherance of the goodwill and public image of the System, the parties agree as follows:

9.1 Expenditures for Advertising: The advertising requirement is three percent (3%) of monthly Gross Rental Payments and Sales, which includes the amount Franchisee contributes to the Fund pursuant to Section 9.2 (the "**Advertising Requirement**"). Accordingly, Franchisee shall spend each month not less than three percent (3%) of its monthly Gross Rental Payments and Sales on local advertising; provided, however, Franchisee may reduce the expenditure required under this Section for local advertising by the amount of any Advertising Fund contribution required of Franchisee under Section 9.2 of this Agreement. Franchisee must provide documentation of local advertising expenditures upon Franchisor request. Franchisor reserves the right to periodically increase the Advertising Requirement in its sole discretion in an amount not to exceed 4.5% of monthly Gross Rental Payments and Sales.

9.2 Advertising Fund: Franchisee agrees that Franchisor shall have the right, in its sole discretion, to establish an Advertising Fund (sometimes referred to herein as the "**Fund**") for the System. Franchisor reserves the right to structure the Fund's organization and administration in ways that, in Franchisor's judgment, most effectively and efficiently accomplish the Fund's objectives. Franchisor may therefore organize or reorganize the Fund as a separate non-profit corporation or other appropriate entity and transfer the Fund's assets to the entity. If Franchisor establishes a separate entity to administer the Fund, Franchisee agrees to become a member of the entity and, in that regard, to sign a participation agreement and take such other steps as Franchisor reasonably specifies. Franchisee shall contribute to the Fund as required under Section 3.3 hereof. The Fund shall be maintained and administered by Franchisor or its designee, as follows:

9.2.1 Franchisor shall direct all advertising and promotional programs with sole discretion over the materials and media used in such programs, and the placement and allocation thereof. Franchisor shall determine the materials, programs and activities to be financed by the Fund, including the nature and content of the creative concepts used in those materials, programs, and activities and the geographic market and media placement and allocation of those materials, programs and activities. Franchisee agrees and acknowledges that the Fund is intended to maximize general public recognition and acceptance of the Proprietary Marks for the benefit of the System and that Franchisor, and its designee are not obligated in administering the Fund to make expenditures for Franchisee which are equivalent or proportionate to Franchisee's contribution, or to ensure that any particular franchisee benefits directly or pro rata from the placement of advertising or promotion.

9.2.2 All Advertising Fund contributions will be accounted for separately from other monies of Franchisor and shall not be used to defray any of Franchisor's general operating expenses, except for such reasonable administrative costs and overhead, if any, as Franchisor may incur in activities reasonably related to the administration, or direction of the Fund and advertising programs.

9.2.3 Upon request, Franchisor shall prepare an unaudited statement of monies collected and costs incurred related to the Fund and make such statement available to Franchisee for review. No independent audit of the National Ad Fund is conducted.

9.2.4 Although the Fund is intended to be of perpetual duration, Franchisor retains the right to terminate the Advertising Fund at any time. The Advertising Fund may not be terminated, however, until all money in the Fund has been spent for the stated purposes of the Advertising Fund or returned to the contributors.

9.2.5 Franchisee must sign the Advertising and Marketing Participation Agreement attached hereto as Attachment C in conjunction with the Fund.

9.3 Franchisor Approval of Advertising: Franchisee may not use its own advertising and promotional materials without Franchisor's prior written approval. All advertising and promotion by Franchisee shall be in such media and of such type and format as Franchisor may approve, shall be conducted in a dignified manner, and shall conform to such standards as Franchisor shall establish in the Manuals or otherwise in writing. Franchisee must submit to Franchisor for its approval (in the manner prescribed in Section 19) samples of all advertising and promotional plans and materials prior to their use including any non-print, electronic advertising unless the format for the advertisement has been previously approved by Franchisor. If Franchisee has not received written notice of approval within ten (10) business days after Franchisor's receipt of the materials, the request shall be deemed denied. If the Franchisor provides customized copies of advertisements, it may charge Franchisee a reasonable fee. In all cases, Franchisee must pay to reproduce, place and run any of these materials in any local advertising campaign that Franchisee pursues. Franchisor also shall have the right at any time after Franchisee begins using such material to prohibit further use, effective immediately upon receipt of written notice by Franchisee.

## 10. ACCOUNTING AND RECORDS

10.1 Computer System: At Franchisor's request, Franchisee, at its expense, shall purchase or lease, and thereafter maintain, such computer hardware and software, required dedicated telephone and power lines, modem(s), printer(s), and other computer-related accessories or peripheral equipment as Franchisor specifies, for the purpose of, among other functions, recording sales and other record keeping and central functions. Franchisee shall provide such assistance as may be required to connect its computer system with Franchisor's computer system. Franchisor shall thereafter have the right from time to time and at any time to retrieve such data and information from Franchisee's computer system as Franchisor, in its sole and exclusive discretion, deems necessary or desirable, and share that data with affiliates, Company-Owned stores and other System franchisees, with the telephonic retrieval of such cost to be borne by Franchisor. In view of the contemplated interconnection of computer systems and the necessity that such systems be compatible with each other, Franchisee expressly agrees that it will strictly comply with Franchisor's standards and specifications for all items associated with Franchisee's computer system.

10.2 Maintenance of Computer System: To ensure full operational efficiency and optimum communication capability between and among computer systems installed by Franchisee, Franchisor, and other franchisees, Franchisee agrees, at its expense, to keep

its computer system in good maintenance and repair, and, at its expense, following Franchisor's delivery of written notice, promptly install such additions, changes, modifications, substitutions and/or replacements to Franchisee's computer hardware, software, telephone and power lines, and other computer-related facilities, as Franchisor directs. Franchisor reserves the right to develop proprietary computer programs and require Franchisee to use such programs if Franchisor designates such programs in the future either in writing or in the Manual.

10.3 Maintenance of Records: Franchisee shall prepare and preserve, for at least five (5) years from the dates of their preparation, full, complete, and accurate books, records, and accounts for the Store in accordance with generally accepted accounting principles and in the form and manner prescribed by Franchisor from time to time in the Manuals or otherwise in writing.

10.4 Submission of Monthly Statements: Franchisee shall submit to Franchisor, no later than the 10th day of each month during the term of this Agreement, a monthly statement from the Store's point of sale system or on forms otherwise prescribed by Franchisor, accurately reporting all rental payments, revenue from any additional services permitted by the Franchisor or from which revenues were generated, and sales and business activity during the preceding month and such other data or information regarding operation of the Store as Franchisor may require. The Franchisor may impose a late fee upon you for failure to timely submit reports if such reports are not received by the 15th day of the month. See Section 3.4.2 of this Agreement.

10.5 Submission of Financial Statements: Franchisee shall, at Franchisee's expense, submit to Franchisor an unaudited monthly profit and loss statement (in a form prescribed by Franchisor and a balance sheet within thirty (30) days after the end of each fiscal month during the term hereof. Each statement shall be signed by Franchisee attesting that it is true and correct.

10.6 Submission of Additional Reports and Documentation: Franchisee also shall submit to Franchisor, for review or auditing, such other forms, reports, profit & loss statements formatted in a standard chart of accounts, inventory records, advertising expenditure records and data as Franchisor may reasonably designate, in the form and at the times and places reasonably required by Franchisor, upon Franchisor's request and as specified from time to time in the Manuals or otherwise in writing. Franchisee must also submit to Franchisor within thirty (30) days of receipt a complete copy of any Occupational Safety and Health Administration or Department of Labor violation, documents provided by a state's attorney general's office, or other documents related to an alleged violation of federal, state, or local law. Franchisor also reserves the right in the event of Franchisee's default under this Section 10.6 to require Franchisee to submit certified

financial statements.

10.7 Right to Audit Fee Records: Franchisor or its designated agents shall have the right at all reasonable times to examine, at Franchisor's expense, the books, records, and tax returns of Franchisee. Franchisor shall also have the right, at any time, to have an independent audit made of the books of Franchisee in addition to any other audits required by this Section 10. If any inspection or audit reveals that payments due Franchisor under this Agreement have been understated in any report to Franchisor, Franchisee shall immediately pay to Franchisor the amount understated upon demand, in addition to interest from the date such amount was due until paid, at the lesser of twenty percent (20%) or the maximum rate of interest permitted by applicable law. If any inspection or audit discloses an understatement in any report of two percent (2%) or more, Franchisee shall, in addition, reimburse Franchisor for any and all costs and expenses connected with the inspection or audit (including, without limitation, reasonable accounting and attorneys' fees). The foregoing remedies shall be in addition to any other remedies Franchisor may have.

10.8 Maintenance of Confidential Financial Information: Franchisor shall not disclose or communicate to others, except to its franchisees and its parent, any confidential financial information it obtains from Franchisee except as may be required in defense or prosecution of litigation, by order of court or government agency or otherwise by law. However, Franchisor may prepare and disseminate publicly consolidated statements or reports regarding the financial performance or operations of its franchisees so long as such reports do not disclose specific identifying information or data with respect to individual franchisees. Franchisor may prepare and disseminate financial reports containing non-aggregated information and data regarding the Store so long as such reports do not disclose specific identifying information about Franchisee.

## 11. INSURANCE

11.1 Franchisee's Insurance Obligation: Franchisee shall procure, prior to opening the Store, and shall maintain in full force and effect at all times during the term of this Agreement, at Franchisee's expense, an insurance policy or policies protecting Franchisee, Franchisor and its affiliates, and their respective shareholders, directors, agents, and employees, against any demand or claim with respect to personal and bodily injury, death, or property damage, or any loss, liability, or expense whatsoever arising or occurring upon or in connection with Franchisee's performance under this Agreement. Such policy or policies shall: (a) be written by insurer(s) acceptable to Franchisor; (b) name Franchisor and its affiliates, and their respective shareholders, directors, agents, and employees, as additional insureds; (c) comply with the requirements prescribed by Franchisor in the Manuals or otherwise in writing at the time such policies are obtained or renewed;

(d) provide at least the types and minimum amounts of coverage specified in the Manuals; and (e) contain a waiver by Franchisee and its insurers of their rights of subrogation against Franchisor and its affiliates, and their respective shareholders, directors, employees, and agents. At least ten (10) days prior to the time any insurance is first required to be carried by Franchisee, and thereafter at least thirty (30) days before the expiration of any policy, Franchisee shall deliver to Franchisor Certificates of Insurance evidencing the proper types and minimum amounts of coverage. All Certificates shall expressly provide that no fewer than thirty (30) days' prior written notice shall be given to Franchisor in the event of material alteration to, or cancellation or non-renewal of the coverages evidenced by such Certificates.

11.2 Required Insurance Provisions: All public liability and property damage policies shall contain a provision that Franchisor, although named as an additional insured, shall nevertheless be entitled to recover under such policies on any loss occasioned to Franchisor or its affiliates and their respective shareholders, directors, agents, or employees, by reason of their negligence.

11.3 No Limitation by Insurance/Indemnity: Franchisee's obligation to obtain and maintain insurance shall not be limited in any way by reason of any insurance which may be maintained by Franchisor, nor shall Franchisee's performance of that obligation relieve it of liability under the indemnity provisions set forth in Section 18.4 of this Agreement.

11.4 Franchisor's Right to Procure/Maintain: Should Franchisee, for any reason, fail to procure, maintain or timely pay the premiums for the insurance required by this Agreement, as revised from time to time by Franchisor in the Manuals or otherwise in writing, Franchisor shall have the right and authority (without, however, any obligation to do so) immediately to procure such insurance or to pay outstanding premium payments, and to charge same to Franchisee, which charges, together with a reasonable fee for Franchisor's expenses in so acting, shall be payable by Franchisee immediately upon notice.

## 12. TRANSFERABILITY OF INTEREST

12.1. Transfer by Franchisee:

12.1.1 Franchisee understands and acknowledges that the rights and duties set forth in this Agreement are personal to Franchisee, and that Franchisor has granted this franchise in reliance on franchisee's (or, if Franchisee is a corporation or partnership, its principles') business skill, financial capacity, and personal character. Accordingly, neither Franchisee nor any immediate or remote successor to any part of Franchisee's interest in this Agreement, nor any individual, partnership, corporation, Limited Liability Franchisor, or other legal entity which directly or indirectly owns any interest in Franchisee or in the Store shall sell, assign, transfer, convey, pledge, encumber, merge, or give away

(collectively, the “**Transfer**”), any direct or indirect interest in this Agreement, in Franchisee, or in all or a substantial portion of the assets of the Store without the prior written consent of Franchisor. Any purported transfer, by operation of law or otherwise, not having the written consent of Franchisor shall be null and void and shall constitute a material breach of this Agreement, for which Franchisor may then terminate without opportunity to cure pursuant to Section 13.2 of this Agreement.

12.1.2 Franchisor shall not unreasonably withhold its consent to a transfer of any interest in this Agreement, in Franchisee or in all or a substantial portion of the assets of the Store, subject (except for transfers pursuant to Section 12.8 hereof) to the conditions set forth below and Franchisor’s right of first refusal pursuant to Section 12.4. Franchisee, and in the event of Franchisee’s bankruptcy, Franchisee’s trustee in bankruptcy, acknowledges and agrees that each condition which must be met by the transferee franchisee is necessary for such transferee’s full performance of the obligations hereunder. The conditions which must be met prior to the time of transfer include, without limitation, the following:

12.1.2.1 All of Franchisee’s accrued monetary obligations to Franchisor and all other outstanding obligations to Franchisor and its affiliates shall have been satisfied;

12.1.2.2 Franchisee shall not be in default of any provision of this Agreement, any amendment hereof or successor hereto, or any other agreement between Franchisee and Franchisor or its affiliates;

12.1.2.3 The transferor’s right to receive compensation, pursuant to any agreement or agreements for the purchase of any interest in Franchisee or this franchise, shall be subordinated and secondary to Franchisor’s rights to receive any outstanding monetary obligations or other outstanding obligations due from transferor or Franchisee pursuant to this Agreement, and whether arising before or after the transfer;

12.1.2.4 The transferor shall have executed a general release, in a form satisfactory to Franchisor, of any and all claims against Franchisor and its officers, directors, shareholders and employees;

12.1.2.5 The transferee (and, if the transferee is other than an individual, such owners of a beneficial interest in the Franchisee as Franchisor may request) shall demonstrate to Franchisor’s satisfaction that it meets Franchisor’s educational, managerial, and business standards; possesses a good moral character, business reputation, and credit rating; has the aptitude and ability to conduct the Store (as may be evidenced by prior related business experience or otherwise); and has adequate financial resources and capital to operate the Store;

12.1.2.6 At Franchisor’s option, the transferee (and, if transferee is other than an individual, such owners of a beneficial interest in the transferee as Franchisor may

request) shall execute: (a) then current Franchise Agreement being offered to System franchisees and such other ancillary agreements as Franchisor may require for the Store, which agreements shall supersede this Agreement in all respects, provided, however, that the transferee shall not be required to pay any initial franchise fee, and the terms of the Franchise Agreement may be reduced to the balance of the term remaining under this Franchise Agreement; or (b) a written assignment and individual Guarantee, Indemnification and Acknowledgment, in a form prescribed by Franchisor, assuming and agreeing to discharge all of the transferor’s obligations under this Agreement.

12.1.2.7 At transferee’s expense and upon such other terms and conditions as Franchisor may reasonably require, transferee and transferee’s Manager shall complete the initial training then required by Franchisor for new franchisees.

12.1.2.8 Transferee shall pay to Franchisor a transfer fee of Two Thousand Five Hundred Dollars (\$2,500) for each Store affected by the transfer.

12.1.2.9 The transferee, at its expense, shall refurbish the Store to conform to Franchisor’s then-current standards and specifications.

12.1.2.10 The transferee shall provide Franchisor with a waiver and release with respect to liability for any financial data, earnings, claims, representations and other information Franchisee or its representatives provided the transferee.

12.1.2.11 Franchisee waives and herein releases Franchisor from any claim of tortious interference related to the approval or disapproval of any proposed transfer of this Agreement or any other transfer of a beneficial interest in any entity established to operate your Store.

12.2 Transfer to Franchisee’s Corporation: If the proposed transfer is to a corporation formed for the convenience of ownership, Franchisor’s consent to such transfers may be conditioned upon the requirement that Franchisee shall be the owner of all the voting stock of the corporation; and, if Franchisee is more than one individual, each individual shall have the same proportionate ownership interest in the corporation as he or she held in Franchisee prior to the transfer.

12.3 Offerings by Franchisee: Securities or partnership interests in Franchisee may be sold, by private offering or otherwise, only with the prior written consent of Franchisor (whether or not Franchisor’s consent is required under Section 12.1 hereof), which consent shall not be unreasonably withheld. All materials required for such offering by federal or state law must be submitted to Franchisor for review prior to the filing with any government agency; and any materials to be used in any exempt offering shall be submitted to Franchisor for review prior to their use. No offering shall imply (by use of the Proprietary Marks or otherwise) that Franchisor is participating as an underwriter, issuer, or offeror of Franchisee’s or Franchisor’s securities; and Franchisor’s

review of any offering shall be limited solely to the subject of the relationship between Franchisee and Franchisor. Franchisee and the other participants in the offering must fully indemnify Franchisor in connection with the offering. For each proposed offering, Franchisee shall reimburse Franchisor for its reasonable costs and expenses associated with reviewing the proposed offering including, without limitation, legal and accounting fees. Franchisee shall give Franchisor written notice at least sixty (60) days prior to the commencement of any offering, or other transaction covered by this Section.

#### 12.4 Franchisor's Right of First Refusal:

12.4.1 Any party holding any direct or indirect interest in Franchisee, in this Agreement, or in all or a substantial portion of the assets of the Rental Store and who wants to accept any *bona fide* offer from a proposed transferee who desires to purchase such interest or assets to operate a Rent-A-Center Rental Store, shall notify Franchisor in writing of each such offer, and shall provide such information and documentation relating to the offer as Franchisor may require. Franchisor, or its designee, shall have the right and option, exercisable within thirty (30) days after receipt of such written notification, to send written notice to the seller that Franchisor intends to purchase the seller's interest on the same terms and conditions offered by the third party. If Franchisor or its designee elects to purchase the seller's interest, closing on such purchase must occur within forty-five (45) days from the date of notice to the seller of the election to purchase by Franchisor or its designee. If Franchisor declines to purchase the seller's interest, the seller will have seventy-five (75) days from the date of its written notice to Franchisor of its purchase offer to sell its interest on the same terms and conditions and to the same transferee as described to Franchisor pursuant to Franchisor's right of first refusal. Any material change thereafter in the terms of the offer from a third party shall constitute a new offer again subject to Franchisor's right of first refusal. Failure of Franchisor to exercise the option afforded by this Section shall not constitute a waiver of any other provision of this Agreement, including all of the requirements of the Section 12, with respect to a proposed transfer. If the consideration, terms, or conditions offered by a third party are such that Franchisor or its designee may not reasonably be required to furnish the same consideration, terms, or conditions, then Franchisor or its designee may purchase the interest in the Store or assets proposed to be sold for the reasonable equivalent in cash. If the parties cannot agree within a reasonable time on the reasonable equivalent in cash of the consideration, terms, or conditions offered by the third party, then each party shall select an independent appraiser. The two (2) appraisers shall have up to fifteen (15) business days to agree on a reasonable equivalent in cash. If they cannot agree then they shall jointly select a third independent appraiser, whose decision shall be final and binding.

#### 12.5 Transfer Upon Death or Mental Incompetency:

12.5.1 Upon the death or mental incompetency of any person with an interest in this Agreement, or in Franchisee, the executor, administrator, personal representative, or trustee of such person or entity shall transfer his or its interest to a third party approved by Franchisor within six (6) months of such death or mental incompetency. Such transfers, including, without limitation, transfers by devise or inheritance, shall be subject to the same conditions as any *inter vivos* transfer. However, in the case of transfer by devise or inheritance, if the heirs or beneficiaries of any such person are unable to meet the conditions in this Section 12, the executor, administrator, or personal representative of the decedent shall have a reasonable time to dispose of the decedents' interest in the franchise, which disposition shall be subject to all the terms and conditions for transfers contained in this Agreement. If the interest is not disposed of within a reasonable time, Franchisor may terminate this Agreement, pursuant to Section 13.2.6 hereof.

12.5.2 Immediately following the death or mental incompetency of Franchisee or any person with an interest in the franchise granted herein or in Franchisee, and during any period in which the Store is operated by any executor, administrator, personal representative or trustee of such person or entity, the day-to-day operation of the business shall be conducted under the supervision of an individual satisfactory to Franchisor.

12.6 Non-Waiver of Claims: Franchisor's consent to a transfer of any interest in the franchise granted herein shall not constitute a waiver of any claims it may have against the transferring party, nor shall it be deemed a waiver of Franchisor's right to demand exact compliance with any of the terms of this Agreement by the transferor or transferee.

12.7 Transfer by Franchisor: Franchisor shall have the right to transfer or assign all or any part of its rights or obligations under this Agreement to any person or legal entity. With respect to any assignment which results in the subsequent performance by the assignee of all of Franchisor's obligations under this Agreement, the assignee shall expressly assume and agree to perform such obligations, and shall become solely responsible for all obligations of Franchisor under this Agreement from the date of assignment. In addition, and without limitation to the foregoing, Franchisee expressly affirms and agrees that Franchisor may sell its assets, its Proprietary Marks, or its Systems; may sell its securities in a public offering or in a private placement; may merge, acquire other corporations, or be acquired by another corporation; and may undertake a refinancing, recapitalization, leverage buy-out, or other economic or financial restructuring.

12.8 Franchisor Consent to Intra-Franchisee Transfers: Franchisor shall consent to a transfer between and among shareholders of a corporate franchisee or partners of a partnership franchisee unless, in Franchisor's good faith judgment, as a result

of the transfer Franchisee no longer meets the standards set forth in Section 12.1.2.5 of this Agreement. Franchisor reserves the right to require that each partner or person with a beneficial interest in the franchise sign a general release as a condition of approval of such intra-franchise transfer.

12.9 Franchisor will not consent to Franchisee entering into an agreement, or a series of interdependent agreements, through which Franchisee agrees to close or sell one or more of its stores and sell the corresponding customer accounts to a competitor in exchange for the competitor's agreement to close or sell one or more of its stores and sell the corresponding customer accounts to Franchisee.

### **13. DEFAULT AND TERMINATION**

13.1 Termination Upon Bankruptcy or Insolvency: Franchisee shall be in default under this Agreement, and all rights granted herein shall automatically terminate without notice to Franchisee, if Franchisee shall become insolvent or makes a general assignment for the benefit of creditors; if a petition in bankruptcy is filed by Franchisee or such a petition is filed against and consented to by Franchisee; if Franchisee is adjudicated a bankrupt; if a bill in equity or other proceeding for the appointment of a receiver of Franchisee or other custodian for Franchisee's business or assets is filed and consented to by Franchisee; if a receiver or other custodian (permanent or temporary) of Franchisee's assets or property, or any part thereof, is appointed by any court of competent jurisdiction; if proceedings for a composition with creditors under any state or federal law should be instituted by or against Franchisee; if a final judgment remains unsatisfied or of record for thirty (30) days or longer (unless a supersedeas bond is filed); if execution is levied against Franchisee's Store or property; if an action to foreclose any lien or mortgage against the premises or equipment is instituted against Franchisee and not dismissed within thirty (30) days; or if the real or personal property of Franchisee's Store is sold after levy thereupon by any sheriff, marshal, or constable.

13.2 Termination with Notice and Without Right to Cure: Upon the occurrence of any of the following events, Franchisee shall be in default and Franchisor may, at its option, terminate this Agreement and all rights granted hereunder, without affording Franchisee any opportunity to cure the default, effective immediately upon receipt of notice by Franchisee:

13.2.1 If Franchisee ceases to operate or otherwise abandons the business franchised hereunder for a period of four (4) consecutive days, or otherwise forfeits the right to do or transact business in the jurisdiction where the Store is located; provided, however, that if through no fault of Franchisee, the premises are damaged or destroyed, then Franchisee shall have 30 days within which to apply for Franchisor's approval to relocate or reconstruct the premises, which approval shall not be unreasonably withheld.

13.2.2 If Franchisee or any officer, director, or partner of Franchisee is convicted of a felony or a crime involving moral turpitude, or commits any other crime or offense, or engages in any unethical business conduct which, in the sole opinion of Franchisor, is reasonably likely to adversely affect the System, the Proprietary Marks, the goodwill associated therewith, or Franchisor's interest therein.

13.2.3 If Franchisee or any partner or shareholder of Franchisee purports to transfer any rights or obligations under this Agreement or any interest in Franchisee or in the assets of the Store to any third party without Franchisor's prior written consent, contrary to the terms of Section 12 of this Agreement or fails to reimburse Franchisor for any amount rendered on behalf of the Franchisee to any such third party within five (5) business days of demand by Franchisor for payment.

13.2.4 If Franchisee fails to comply with the in-term covenants in Section 15.2 hereof or fails to deliver to Franchisor executed covenants required under Section 15.7 hereof.

13.2.5 If Franchisee or any principal discloses or divulges the contents of the Manuals or other trade secret or confidential information provided Franchisee by Franchisor contrary to Sections 7 and 8 hereof.

13.2.6 If an approved transfer is not affected within a reasonable time following Franchisee's death or mental incompetency as required by Section 12.5 hereof.

13.2.7 If Franchisee fails to commence operation of the Store as required in Section 5.2 hereof.

13.2.8 If Franchisee commits two (2) defaults within 12 months whether or not cured after notice.

13.2.9 If Franchisee made or makes any material misrepresentation to Franchisor in any information or report provided prior to or during the term of this Agreement.

13.2.10 If any other Franchise Agreement or any other agreement between Franchisee and Franchisor or its affiliates is terminated due to a breach or default by Franchisee.

13.2.11 If Franchisee fails to obtain or maintain required insurance coverage.

13.2.12 If Franchisee and/or Franchisee's Manager fails to successfully complete the initial training program required by Section 4.3 herein.

13.2.13 If Franchisee defaults under any agreement with a third party related to the Rental Store, including, but not limited to, any loan agreement, promissory note or similar financing agreement.

13.2.14 If Franchisee defaults on any payment due pursuant to this Agreement, whether owed to Franchisor and/or Franchisor's approved vendors, and Franchisee fails to cure this default upon fifteen (15) days' notice.

13.2.15 If Franchisee fails to comply with Franchisor's

then current customer information security program or engages in any practice or use by Franchisee that results in the invasion of a customers' privacy as required by Section 5.15 herein.

13.3 Termination with Notice and Opportunity to Cure: Except as provided in Sections 13.1 and 13.2 of this Agreement, Franchisee shall have thirty (30) days after its receipt from Franchisor of a written notice of termination within which to remedy any default hereunder and provide evidence thereof to Franchisor. If any such default is not cured within that time, or such longer period as applicable law may require, this Agreement shall terminate without further notice to Franchisee effective immediately upon the expiration of the thirty (30) day period or such longer period as applicable law may require. Franchisee shall be in default hereunder for any failure substantially to comply with any of the requirements imposed by this Agreement, as it may from time to time reasonably be supplemented by the Manuals, or to carry out the terms of this Agreement in good faith.

13.4 Extension of Cure Period by Operation of Law: Notwithstanding the termination provisions set forth above, in the event that any valid, applicable law or regulation of a competent governmental authority having jurisdiction over this Agreement or the parties hereto limits Franchisor's rights of termination hereunder or shall require longer notice or cure periods than those set forth above, this Agreement shall be deemed amended to conform to the minimum notice or cure periods or restrictions upon termination required by such laws and regulations. Franchisor shall not, however, be precluded from contesting the validity, enforceability, or application of such laws or regulations in any action, proceeding, hearing, or dispute relating to this Agreement or the termination thereof.

#### **14. OBLIGATIONS UPON TERMINATION**

Upon termination or expiration of this Agreement, all rights granted hereunder to Franchisee shall terminate, and:

14.1 Cessation of Store Operations: Franchisee shall immediately cease to operate the Store, and shall not thereafter, directly or indirectly, represent to the public or hold itself out as a present or former franchisee of Franchisor.

14.2 Cessation of Use of Confidential Information and Proprietary Marks: Franchisee shall immediately and permanently cease to use, in any manner whatsoever, any confidential methods, procedures, and techniques associated with the System, the Proprietary Marks, and all other proprietary marks and distinctive forms, slogans, signs, symbols, and devices associated with the System. In particular, Franchisee shall cease to use, without limitation, all signs, advertising materials, stationery, forms, and any other articles which display the Proprietary Marks associated with the System.

14.3 Cancellation of Assumed Name Registration:

Franchisee shall take such action as may be necessary to cancel or assign to Franchisor or Franchisor's designee any assumed name or equivalent registration which contains the name "RENT-A-CENTER" or any other Proprietary Mark, and Franchisee shall furnish Franchisor with evidence satisfactory to Franchisor of compliance with this obligation within thirty (30) days after termination or expiration of this Agreement. If Franchisee fails or refuses to do so, Franchisor may, in Franchisee's name, on Franchisee's behalf, and at Franchisee's expense, execute any and all necessary documents, and Franchisor is hereby irrevocably appointed by Franchisee as Franchisee's attorney-in-fact to effectuate the foregoing obligation.

14.4 Assignment of Lease: Franchisee shall, at Franchisor's request, immediately assign to Franchisor effective on the date specified by Franchisor, any interest which Franchisee has in any lease for the Store premises and thereafter vacate the premises, rendering all necessary assistance to Franchisor to enable it to take prompt possession thereof. If Franchisor does not request an assignment, Franchisee shall make such modifications or alterations to the premises (including, at Franchisor's option, the assignment of the Store's telephone number(s) to Franchisor) immediately upon termination or expiration hereof as may be necessary to distinguish the appearance of such premises from that of other Stores, and shall make such specific additional changes thereto as Franchisor may reasonably request for that purpose. Franchisee shall still be bound by its post-termination noncompete.

14.5 Modification of Store to Avoid Public Confusion: Franchisee agrees, if it ceases to operate the Rent-A-Center Store or continues to operate or subsequently begins to operate any other business, not to use any reproduction, counterfeit copy, or colorable imitation of the Proprietary Marks either in connection with such other business or the promotion thereof, which is likely to cause confusion, mistake, or deception or which is likely to dilute Franchisor's exclusive rights in and to the Proprietary Marks, and further agrees not to utilize any designation of origin or description or representation which falsely suggests or represents an association or connection with Franchisor so as to constitute unfair competition. Franchisee shall make such modifications or alterations to the premises operated hereunder immediately upon termination or expiration of this Agreement as may be necessary to prevent any association between Franchisor or the System and any business thereon subsequently operated by Franchisee or others and shall make such specific additional changes thereto as Franchisor may reasonably request for that purpose. In the event Franchisee fails or refuses to comply with the requirements of this Section 14, Franchisor shall have the right to enter upon the premises where Franchisee's Store was conducted to make or cause to be made such changes as may be required at the expense of Franchisee, which expense Franchisee agrees to pay upon demand. Nothing in the



provision shall be interpreted to void any post termination covenants, including Section 15.3 of this Agreement.

14.6 Franchisee Payment of Debts: Franchisee shall promptly pay all sums owing to Franchisor, its affiliates and approved vendors utilized by the System. In the event of termination for any default of Franchisee, such sums shall include all damages, costs, and expenses, including reasonable attorneys' fees, incurred by Franchisor as a result of the default, which obligation shall give rise to and remain, until paid in full a lien in favor of Franchisor against any and all of the personal property, furnishings, equipment, signs, fixtures, and inventory owned by Franchisee and on the Store premises at the time of default. Franchisee shall also pay to Franchisor all damages, costs and expenses, including reasonable attorneys' fees, incurred by Franchisor subsequent to the termination or expiration of the franchise herein granted in obtaining injunctive or other relief for the enforcement of any provisions of this Section 14.

14.7 Franchisee Return of Manuals and Other Materials: Franchisee shall immediately turn over to Franchisor all manuals, including the Manuals, instructions, brochures, agreements (other than existing rental contracts), disclosure statements, advertising materials, and any and all other materials provided by Franchisor to Franchisee relating to the operation of the Store (all of which are acknowledged to be Franchisor's property).

14.8 Franchisor Right to Purchase Franchisee Assets: Franchisee shall return to Franchisor all signs and other items loaned by Franchisor to Franchisee. Franchisor or its designee shall have the right (but not the obligation), to be exercised by notice of intent to do so within thirty (30) days after termination or expiration of this Agreement, to acquire all customer accounts and/or other accounts receivable associated with any products, supplies and inventory associated with the Store, as well as the inventory which is subject to such accounts, at a price equal to three (3) times the average monthly "Adjusted Revenue" applicable to such accounts/accounts receivable and received in the prior three (3) completed months as evidenced by reports generated from Franchisee's point-of-sale system. "Adjusted Revenue" shall mean gross revenue less revenue received from cash sales, the exercise of early purchase options, miscellaneous non-recurring revenue, and sales tax collected during the period. If Franchisor or its designee elect to exercise any option to purchase herein provided, closing shall take place within forty-five (45) days after the Franchisor's notice of intent to purchase has been furnished to Franchisee. Franchisor shall have the right to set off all amounts due from Franchisee under this Agreement against any payment thereof.

14.9 Franchisor Right to Service Customer Accounts: Immediately upon termination of this Agreement, Franchisor, or its designee, shall have the right to access

and service all customer accounts associated with the Store. Franchisee shall take any and all steps Franchisor deems necessary to provide Franchisor with immediate and complete access to customer accounts, including but not limited to providing Franchisor or its designated representatives with access to Franchisee's computer system(s), book and records.

14.10 Franchisee Compliance with Covenants: Franchisee shall strictly comply with the covenants contained in Section 15 of this Agreement.

14.11 General Release. Franchisee shall have executed a general release, in a form satisfactory to Franchisor, of any and all claims against Franchisor and its officers, directors, shareholders and employees.

## 15. COVENANTS

15.1 Franchisee to Devote Full Time and Best Efforts to Store: Franchisee covenants that during the term of this Agreement and any renewal thereof, except as otherwise approved in writing by Franchisor, Franchisee (if Franchisee is an individual), a shareholder (if Franchisee is a corporation) approved by Franchisor, a general partner of Franchisee (if Franchisee is a partnership) approved by Franchisor, or a member (if Franchisee is a limited liability company) approved by Franchisor shall devote full time, energy, and best efforts to the management and operation of the Store.

15.2 Non-Competition During Term of Agreement: Franchisee acknowledges that it shall receive valuable specialized training in, and/or access to, confidential information, including, without limitation, information regarding the operational, sales, promotional, and marketing methods and techniques of Franchisor and the System. Franchisee covenants that during the term of this Agreement and any renewal thereof, Franchisee shall not, either directly or indirectly, for himself, or through, on behalf of, or in conjunction with any person, persons, partnership, or legal entity:

15.2.1 Divert or attempt to divert any business or customer of the Store to any competitor, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Proprietary Marks and the System.

15.2.2 Own, maintain, engage in, or have any interest in any business which is the same or similar to that franchised hereunder which is located within the greater of (a) the Approved Location; (b) the Designated Market Area ("DMA") as defined by Nielson in which the Store is conducted; or (c) the DMA in which any other franchised Store, Company-Owned Store or Rent-A-Center business operated by any of our affiliates is located.

15.3 Non-Competition After Expiration or Termination of Agreement: Franchisee covenants that it shall not, without Franchisor's prior written consent, for a continuous, uninterrupted one year period commencing

upon the date of: (a) a transfer permitted under Section 12 of this Agreement; (b) expiration of this Agreement; (c) termination of this Agreement (regardless of the cause for termination); or (d) a final decision of an arbitrator or a court of competent jurisdiction (after all appeals have been taken) with respect to any of the foregoing events or with respect to enforcement of this Section 15.3; either directly or indirectly, for itself, or through, on behalf of, or in conjunction with any person, persons, or legal entity;

15.3.1 Own, maintain, advise, operate, engage in, make loans to, or have any interest in or relationship or association with a business which is the same or similar to the Store, and which is located at or within any of the following areas: (i) the Approved Location; or (ii) the DMA in which the Store was located; or (iii) the DMA in which any other franchised Store, Company-Owned Store or Rent-A-Center business operated by any of our affiliates is located.

15.3.2 Divert or attempt to divert any business or customer of the Store to any competitor, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Proprietary Marks and the System.

15.4 Covenants Not Applicable in Limited Circumstances: Subsections 15.2 and 15.3 of this Section 15 shall not apply to any operation by Franchisee of any other franchise granted by Franchisor to Franchisee or to any ownership by Franchisee of securities in Franchisor or less than a five percent (5%) beneficial interest in the outstanding equity securities of any company registered under the Securities Act of 1933 or the Securities Exchange Act of 1934.

15.5 Construction of Covenants: The parties agree that each of the foregoing covenants shall be construed as independent of any other covenant or provision of this Agreement. If all or any portion of a covenant in this Section 15 is held unreasonable or unenforceable by a court or agency having valid jurisdiction in an appealed final decision to which Franchisor is a party, Franchisee expressly agrees to be bound by any lesser covenant subsumed within the terms of such covenant that imposes the maximum duty permitted by law, as if the resulting covenant were separately stated in and made a part of this Section 15.

15.6 Franchisor Right to Reduce Scope of Covenants: Franchisee understands and acknowledges that Franchisor shall have the right, in its sole discretion, to reduce the scope of any covenant set forth in Section 15 of this Agreement, or any portion thereof, without Franchisee's consent, effective immediately upon receipt by Franchisee of written notice thereof, and Franchisee agrees that it shall comply with any covenant as so modified, which shall be fully enforceable notwithstanding the provisions of Section 21 hereof.

15.7 Covenants from Individuals: Upon execution of

this Agreement and thereafter upon a transfer in accordance with Section 12 of this Agreement and otherwise at Franchisor's request, Franchisee shall obtain execution of covenants similar to those set forth in this Section 15 (including covenants applicable upon the termination of a person's relationship with Franchisee) on the form of Covenant Not to Compete attached hereto as Attachment B from any or all of the following persons: (a) all officers, directors, members, and holders of a beneficial interest of ten percent (10%) or more of the securities of Franchisee and of any company directly or indirectly controlling Franchisee if Franchisee is a corporation or limited liability company; and/or (b) the general partners and any limited partners (including any corporation, and the officers, directors, and holders of a beneficial interest of ten percent (10%) or more of the securities of any corporation which controls, directly or indirectly, any general or limited partner) if Franchisee is a partnership.

15.8 Franchisor's Remedies for Violation of Covenants: Franchisee acknowledges that Franchisee's violation of the terms of this Section 15 would result in irreparable injury to Franchisor for which no adequate remedy at law may be available, and agrees to pay all court costs and reasonable attorneys' fees incurred by Franchisor in obtaining any injunctive or other equitable or legal relief with respect to such conduct or action.

15.9 For purposes of this Section 15, a "competitor," or "business which is the same or similar to the Store," shall include any rental business or business offering rental purchase program(s), as well as any and all businesses offering major consumer electronics, appliances, furniture, jewelry, computers, tires/rims or jewelry, whether through a rental purchase program or otherwise, as well as all businesses that sell products and accessories related to the foregoing.

## **16. CORPORATE OR PARTNERSHIP FRANCHISEE**

16.1 Corporate Franchisee: If Franchisee is a corporation, it shall: (a) furnish Franchisor with its articles of incorporation and bylaws, as well as such other documents as Franchisor may reasonably request, and any amendments thereto. Except as otherwise approved in writing by Franchisor, if Franchisee is a corporation, it shall: (a) confine its activities, and its governing documents shall at all times provide that its activities are confined, exclusively to operating the Store; maintain stop transfer instructions on its records (unless Franchisee is publicly held) against the transfer of any equity securities and shall only issue securities upon the face of which a legend, in a form satisfactory to Franchisor, appears which references the transfer restrictions imposed by this agreement; (c) not issue any voting securities or securities convertible into voting securities; and (d) maintain a current list of all owners of record and all beneficial owners of any class of voting stock of Franchisee and furnish the list to Franchisor upon request.

16.2 Partnership Franchisee: If Franchisee is a partnership, it shall: (a) furnish Franchisor with its partnership agreement as well as such other documents as Franchisor may reasonably request, and any amendments thereto; and (b) furnish to Franchisor, upon request, a current list of all general and limited partners in Franchisee.

16.3 Limited Liability Company Franchisee: If Franchisee is a limited liability company, it shall: (a) furnish Franchisor with its articles of organization and operating agreement, as well as such other documents as Franchisor may reasonably request, and any amendments thereto; (b) furnish to Franchisor, upon request, a current list of all members and managers in Franchisee; and (c) maintain stop transfer instructions on its records against the transfer of any equity securities and shall only issue securities which bear a legend, in a form satisfactory to Franchisor, which references the transfer restrictions by this Agreement.

16.4 Franchisee Shareholders and Members to Execute Personal Guarantees: Unless Franchisee is a company with securities registered under the Securities Exchange Act of 1934, each present and future shareholder and member of Franchisee shall jointly and severally guarantee Franchisee's performance of each and every provision of this Agreement, by executing a Guarantee in the form annexed hereto as Attachment A.

## 17. TAXES

17.1 Payment of Taxes: Franchisee shall promptly pay to Franchisor an amount equal to all taxes levied or assessed, including, but not limited to, unemployment taxes, sale taxes, use taxes, withholding taxes, excise taxes, personal property taxes, intangible property taxes, gross receipt taxes, taxes on royalties, any similar taxes or levies, imposed upon or required to be collected or paid by Franchisor by reason of the furnishing of products, intangible property (including trademarks and trade names) or services by Franchisor to Franchisee through the sale, license or lease of property or property rights provided by this Agreement.

17.2 Challenging Tax Assessment: In the event of any *bona fide* dispute as to Franchisee's liability for taxes assessed or other indebtedness, Franchisee may contest the validity or the amount of the tax or indebtedness in accordance with the procedures of the taxing authority or applicable law.

## 18. INDEPENDENT CONTRACTOR AND INDEMNIFICATION; DISCLAIMER

18.1 No Fiduciary Relationship: It is understood and agreed by the parties hereto that this Agreement does not create a fiduciary relationship between them, that Franchisee shall be an independent contractor, and that nothing in the Agreement is intended to constitute either party an agent, legal representative, subsidiary, joint venture, partner, employee, or servant of the other for any purpose whatsoever.

18.2 Public Notice of Independent Status: Franchisee shall conspicuously identify itself in connection with the use of the Proprietary Marks the operation of the Store, and in all dealings with its customers, contractors, suppliers, public officials, and others, as an independent franchisee of Franchisor, and shall place a notice to such effect in its Store and on all forms, business cards, stationery, advertising, signs, and other materials, and in such fashion, as Franchisor may specify from time to time in the Manuals or otherwise in writing.

18.3 Independent Contractor: Franchisee acknowledges and agrees that it is not authorized to make any contract, agreement, warranty, or representation on Franchisor's behalf, or incur any debt or other obligation in Franchisor's name, and that Franchisor shall in no event assume liability for, or be deemed liable hereunder as a result of, any such action, or by reason of any act or omission of Franchisee in its conduct of the Store, or any claim or judgment arising therefrom against Franchisor. At no time shall Franchisor have any responsibility over the management, direction, and/or guidance of a person employed or a third-party contracted by Franchisee. Franchisor is not responsible for any individual or entity employed by Franchisee. See Manuals for more information.

18.4 Indemnification: Franchisee shall indemnify and hold harmless to the fullest extent permitted by law, Franchisor, its affiliates and their respective directors, employees, shareholders, and agents (collectively "**Indemnities**") from all losses and expenses (as hereinafter defined) incurred in connection with any litigation or other form of adjudicatory procedure, claim, demand, investigation, or formal or informal inquiry (regardless of whether same is reduced to judgment) or payment to any third party on Franchisee's behalf, or any settlement thereof which arises directly or indirectly from, as result of, or in connection with Franchisee's operation of the Store or Franchisee's purchase, use and/or sale of furnishings, fixtures, equipment and/or inventory for the Stores (whether through arrangements established by Franchisor or otherwise) or from joint employer claims (each and collectively an "**Event**"), and regardless of whether same resulted from any strict or vicarious liability imposed by law on the indemnities, provided, however, that this indemnity shall not apply to any liability arising from the gross negligence of indemnities (except to the extent that joint liability is involved in which event the indemnification provided herein shall extend to any finding of comparative negligence or contributory negligence attributable to Franchisee). For the purpose of this Section 18.4, the term "**losses and expenses**" shall be deemed to include compensatory, exemplary or punitive damages; fines; and penalties; attorneys' fees; experts fees; court costs; costs associated with investigating and defending against claims; settlement amounts; judgments; compensation for damages to Franchisor's reputation and goodwill; costs associated with Franchisor's payment to third parties on Franchisee's behalf; and all other costs associated with

any of the foregoing losses and expenses. Franchisee shall give Franchisor prompt notice of any event for which indemnification is required, and, at the expense and risk of Franchisee, Franchisor may elect to assume (but under no circumstance is obligated to undertake) the defense and/or settlement thereof, provided that Franchisor will seek the advice and counsel of Franchisee. Any assumption of Franchisor shall not modify Franchisee's indemnification obligation. Franchisor may, in its sole judgment, take such actions as it deems necessary and appropriate to investigate, defend, or settle any event or take other remedial or corrective actions with respect thereof as may be, in Franchisor's sole judgment, necessary for the protection on the indemnities or the System.

18.5 Warranty Disclaimer. The only warranties applicable to any products or services sold in stores, regardless of whether Franchisor or its affiliates provided any assistance or makes any purchasing, financing or other arrangement for franchisee, are those warranties issued by the applicable manufacturer to franchisee or to consumers. Franchisor makes no warranty or promise and has no obligation with respect to any product or services. Franchisor disclaims any and all warranties, promises or obligations that any product or services will be merchantable, fit for any purpose or any particular purpose, or suitable for any use, regardless of whether such use or purpose is known or made known to Franchisor. There are no warranties to franchisee outside of this agreement, and all products and services, to the extent arranged for or provided by Franchisor, are arranged for, provided and/or sold on an "as is" basis. Franchisor hereby disclaims all warranties, promises or obligations, express, implied or statutory, including any warranties, promises or obligations arising from a course of dealing or usage of trade.

18.6 Limitation of Liability. Neither party shall be liable to the other for exemplary, special, incidental, consequential or punitive damages, which arise directly or indirectly out of the obligations of the parties established by this agreement whether such damages are based upon contract, tort, intentional conduct, equity or pursuant to some other theory, including, without limitation, breach of warranty, negligence or strict liability, whether the possibility of such damages was made known to or was foreseeable by the parties and whether such damages are asserted by the parties hereto or some other party. The parties further acknowledge and agree that each party's maximum aggregate liability to the other party under any legal theory (including its own negligence) for damages arising directly or indirectly out of the purchase, sale and/or use of the products and/or services to be provided by supplier pursuant to this agreement will not in any event exceed the actual damages suffered. Accordingly, each party agrees to assume the responsibility for insuring against or otherwise bearing the risk of greater damages. Any action, claim or proceeding relating to this agreement or the transactions contemplated by this

agreement, must be brought within twelve (12) months following the action or event giving rise to such action, claim or proceeding.

## 19. APPROVALS AND WAIVERS

19.1 Franchisor's Approval: Whenever this Agreement requires the prior approval or consent of Franchisor, Franchisee shall make a timely written request to Franchisor therefor, and such approval or consent shall be obtained in writing, and shall not be unreasonably withheld by Franchisor.

19.2 No Warranties: Franchisor makes no warranties or guarantees upon which Franchisee may rely, and assumes no liability or obligation to Franchisee, by providing any waiver, approval, consent, or suggestion to Franchisee in connection with this Agreement, or by reason of any neglect, delay, or denial of any request therefor.

19.3 No Waiver: No delay, waiver, omission, or forbearance on the part of Franchisor to exercise any right, option, duty, or power arising out of any breach or default by Franchisee, or by any other franchisee, of any of the terms, provisions, or covenants thereof, and no custom or practice by the parties at variance with the terms hereof, shall constitute a waiver by Franchisor to enforce any such right, opinion, or power as against Franchisee or as to a subsequent breach or default by Franchisee. Subsequent acceptance by Franchisor of any payments due to it hereunder shall not be deemed to be a waiver by Franchisor of any preceding or succeeding breach by Franchisee of any terms, covenants, or conditions of this Agreement.

## 20. NOTICES

20.1 Notices: Any and all notices required or permitted under this Agreement shall be in writing and shall be personally delivered, sent by facsimile, mailed by certified mail, return receipt requested, or dispatched by overnight delivery envelope, to the respective parties at the following addresses unless and until a different address has been designated by written notice to the other party.

### Notice to Franchisor:

Rent-A-Center Franchising International, Inc.  
5501 Headquarters Drive  
Plano, Texas 75024  
Email: [franchise@racfranchising.com](mailto:franchise@racfranchising.com)

### Notice to Franchisee:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Email:

Notices shall be deemed to have been received as follows: by personal delivery or facsimile at the time of delivery; by overnight delivery service on the next business day following the date on which the Notice was

given to the overnight delivery service; and certified mail 3 days after the date of mailing.

## **21. ENTIRE AGREEMENT**

21.1 Entire Agreement: This Agreement, any attachments hereto, and any ancillary agreements between Franchisee and Franchisor or affiliate of Franchisor, executed contemporaneously with this Agreement, constitute the entire and complete Agreement between Franchisor and/or its affiliate and Franchisee concerning the subject matter thereof, and supersede all prior agreements, provided that nothing contained in this Agreement shall be deemed a waiver of Franchisee's reliance on any representations made by Franchisor in the Disclosure Document provided to Franchisee pursuant to the Federal Trade Commission Franchise Rule, 16 C.F.R. Part 436. Franchisee acknowledges that it is entering into this Agreement, and any ancillary agreement executed contemporaneously herewith, as a result of its own independent investigation of the business franchised hereby and not as a result of any representations made by Franchisor or persons associated with Franchisor, or other franchisees, which are contrary to the terms herein set forth or which are contrary to the terms of any disclosure document, or other similar document required or permitted to be given to Franchisee pursuant to applicable law. Except for those permitted hereunder to be made unilaterally by Franchisor, no amendment, change, or variance from this Agreement shall be binding on either party unless mutually agreed to by the parties and executed by their authorized officers or agents in writing.

21.2 State Addenda: The laws of certain states may supersede some of the provisions of this Agreement, and certain states require Franchisor to supplement or modify the provisions of this Agreement. If applicable, these supplements and modifications are contained in State Addenda attached to the end of this Agreement. When Franchisee signs this Agreement, Franchisee will also properly execute the addenda if appropriate. If multiple state addenda are made part of this Agreement, these state addenda will be construed and applied as narrowly as possible, consistent with applicable state law, in order to avoid potential conflicts between them.

## **22. SEVERABILITY AND CONSTRUCTION**

22.1 Severability: Except as expressly provided to the contrary herein, each section, part, term, and/or provision of this Agreement shall be considered severable; and if, for any reason, any section, part, term, and/or provision herein is determined by a court or agency having valid jurisdiction to be invalid and contrary to, or in conflict with, any applicable law or regulation, such shall not impair the operation of, or have any other effect upon, such other portions, sections, parts, terms, and/or provisions of this Agreement as may remain otherwise intelligible, and the latter shall continue to be given full force and effect and bind the parties hereto; and said invalid sections, parts, terms, and/or provisions shall be deemed not to be a part of this Agreement.

22.2 Agreement Does Not Confer Rights In Others: Anything to the contrary herein notwithstanding, nothing in the Agreement is intended, nor shall be deemed, to confer upon any person or legal entity other than Franchisor or Franchisee and such of their respective successors and assigns as may be contemplated by Section 12 hereof, any rights or remedies under or by reason of this Agreement.

22.3 Survival of Modified Covenants: Franchisee expressly agrees to be bound by any promise or covenant imposing the maximum duty permitted by law which is subsumed within the terms of any provision hereof, as though it were separately articulated in and made a part of this Agreement, that may result from striking from any of the provisions hereof any portion or portions which a court may hold to be unreasonable and unenforceable in a final decision to which Franchisor is a party, or from reducing the scope of any promise or covenant to the extent required to comply with such a court order.

22.4 Captions: All captions in the Agreement are intended solely for the convenience of the parties, and none shall be deemed to affect the meaning or construction of any provisions hereof.

22.5 References: All references herein to the masculine, neuter, or singular shall be construed to include the masculine, feminine, neuter, or plural, where applicable, and all acknowledgments, promises, covenants, agreements, and obligations herein made or undertaken by Franchisee shall be deemed jointly and severally undertaken by all the parties hereto on behalf of Franchisee.

22.6 Survival of Obligations After Expiration of Termination of Agreement: Any provision or covenant of this Agreement by its terms or by reasonable implication are to be performed in whole or in part, after the expiration or termination of this Agreement shall survive such expiration or termination.

## **23. APPLICABLE LAW**

23.1 Choice of Law: This Agreement takes effect upon its acceptance and execution by Franchisor in Texas, and shall be interpreted and construed under the laws thereof, which laws shall prevail in the event of any conflict of law; provided, however, that if any of the provisions of this Agreement would not be enforceable under the laws of Texas, then such provisions shall be interpreted and construed under the laws of the state in which the Store is located. Nothing in this Section 23.1 is intended by the parties to subject this Agreement to any franchise or similar law, rule, or regulation of the State of Texas to which it would not otherwise be subject.

23.2 Venue: Any action brought by Franchisee against Franchisor in any court, whether federal or state, shall be brought, and any action brought by Franchisor against Franchisee may be brought, within the judicial district in which Franchisor has its principal place of business. The parties waive all questions of personal

jurisdiction or venue for the purpose of carrying out this provision.

23.3 Nonexclusivity of Remedy: No right or remedy conferred upon or reserved to Franchisor or Franchisee by this Agreement is intended to be, nor shall be deemed, exclusive of any other right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of every other right or remedy.

23.4 Limitation of Adjudicative Proceedings: Franchisor and Franchisee irrevocably waive trial by jury in any action, proceeding, or counterclaim whether at law or in equity, brought by either of them against the other, whether or not there are other parties in such action or proceeding. Any and all claims and actions arising out of or relating to this Agreement, the relationship of Franchisee and Franchisor, or Franchisee's operation of its business, brought by any party hereto against the other, shall be commenced within two years from the occurrence of the facts giving rise to such claim or action, or such claim or action shall be barred. Franchisor and Franchisee hereby waive to the fullest extent permitted by law any right to or claim of any punitive or exemplary damages against the other and agree that in the event of a dispute between them each shall be limited to the recovery of any actual damages sustained by it.

23.5 Arbitration: Franchisor and Franchisee agree to negotiate in good faith regarding any claim, controversy, or dispute arising out of or relating to this Agreement, its attachments and any amendments thereto, or the relationship of the parties, prior to bringing such claim, controversy, or dispute in a court or before any other tribunal, including but not limited to arbitration. Failure or refusal by one party to conduct such negotiations shall immediately enable the other party to bring the claim, controversy, or dispute before a court or tribunal in the manner set forth herein. Such negotiation shall be between senior officers of Franchisor and Franchisee.

Franchisor and Franchisee agree that any claim, controversy, or dispute arising out of or relating to this Agreement (and any amendments thereto) or the relationship between the parties including, but not limited to, any claim concerning the entry into, the performance under, or the termination of this Agreement or any other agreement between Franchisor and Franchisee, or its affiliates, that cannot be amicably settled among the parties shall, except as specifically set forth herein and in Section 23.7, be referred to arbitration. The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, or formation of this Agreement including, but not limited to any claim that all or any part of this Agreement is void or voidable.

The arbitration shall take place in the city in which Franchisor has its principal place of business and shall be administered by the American Arbitration Association in accordance with the American Arbitration Association's Commercial Arbitration Rules, as

amended. If such rules are in any way contrary to or in conflict with this Agreement, the terms of this Agreement shall control. Only claims, controversies, or disputes involving Franchisee, or its affiliates may be brought hereunder. No claim for or on behalf of any other Franchisee, or class, representative or association thereof, may be brought by Franchisee or its affiliates. The parties agree that any actions related to a dispute shall be conducted on an individual basis, and not as part of a common, consolidated or class action.

Arbitration shall be conducted before a single arbitrator. If the parties are unable to agree to a single arbitrator within thirty (30) days of the demand for arbitration, the arbitrator shall be selected in accordance with the Commercial Arbitration Rules of the American Arbitration Association. A demand for arbitration will not operate to stay, postpone or rescind the effectiveness of any termination of this Agreement. The arbitration will take place at Franchisor's corporate offices or at another mutually agreed location. Depositions shall be limited to a maximum of three per party. Additional depositions may be scheduled only with the permission of the arbitrator, and only for good cause shown. Except with permission of the arbitrator with good cause shown, each deposition shall be limited to a maximum of seven hours' duration, to take place over a single day. All objections are reserved for the arbitration hearing except for objections based upon any applicable privilege, the work product doctrine, and proprietary or confidential information. In all cases, discovery will be conducted and concluded not less than one-hundred and eighty (180) days after the selection of the arbitrator. The final arbitration hearing will begin no later than sixty (60) days after discovery concludes and will itself conclude not later than thirty (30) days thereafter. The arbitrator will render a decision within 10 days after the conclusion of the final arbitration hearing and will issue a written, reasoned opinion explaining the decision within thirty (30) days after the conclusion of the final arbitration hearing. The parties will use due diligence to meet the foregoing time schedule, and the arbitrator will have the right to impose appropriate sanctions against any party who fails to comply with the agreed-upon time schedule. The arbitrator will use his or her best efforts to comply with the foregoing time schedule, but may unilaterally modify it, if in his or her opinion such modification is necessary for a fair and proper resolution of the dispute. The parties may modify the agreed-upon time schedule by written agreement. The arbitrator will have authority to assess damages sustained by reason of any breach or wrongful termination of this Agreement but will have no authority to amend or modify the terms of this Agreement. The parties each will bear all of their own costs of arbitration; provided that the arbitration award shall provide that the substantially prevailing party shall recover from the other party its actual costs and expenses (including attorneys' and arbitrator's fees and expenses) incurred in connection with the arbitration. The award of the arbitrator shall be final. Judgment upon the award rendered may be entered and enforced in any

court having jurisdiction thereof. After the arbitrator has been selected, the arbitrator will hold a preliminary hearing within thirty (30) days thereafter.

23.6 Right to Injunctive Relief: Notwithstanding the above, if Franchisor shall desire to seek specific performance or other extraordinary relief including, but not limited to, injunctive relief under this Agreement, and any amendments thereto, then any such action shall not be subject to arbitration.

23.7 Cost of Enforcement or Defense: In addition to any provision for the payment of attorneys' fees and other costs and expenses to Franchisor hereunder in connection with the enforcement of this Agreement, in the event Franchisor is required to employ legal counsel or to incur other expenses to enforce any obligation of Franchisee hereunder (or any of Franchisee's guarantors, if applicable), or to defend against any claim, demand, action, or proceeding by reason of the Franchisee's failure to perform any obligation imposed on Franchisee by this Agreement, then Franchisor shall be entitled to recover from Franchisee the amount of all reasonable attorney's fees of such counsel as it shall employ and all other expenses incurred in enforcing such obligation or in defending against such claim, demand, action, or proceeding.

23.8 Integration of Dispute Resolution Provisions into Developer's other Development Agreements and Franchise Agreements: Notwithstanding anything to the contrary in any other Development Agreement or Franchise Agreement that Franchisee has previously executed with Franchisor, to the fullest extent permitted by law, Developer acknowledges and agrees that the dispute resolution provisions of this Section 23 of this Agreement will control over the dispute resolution provisions of any other earlier Development Agreement or Franchise Agreement executed between the parties in the event of a conflict between the dispute resolution provisions of such earlier agreements and this Agreement to the extent the underlying dispute between the parties encompasses issues arising multiple Rental Stores and multiple Development Agreements and/or Franchise Agreements between Franchisor and Franchisee.

## 24. ACKNOWLEDGMENTS

24.1 Recognition of Business Risks: Franchisee acknowledges that it has conducted an independent investigation of the business franchised hereunder and recognizes that the business venture contemplated by this Agreement involves business risks and that its success will be largely dependent upon the ability of Franchisee as an independent businessperson.

24.2 Receipt of Franchise Offering Materials: Franchisee acknowledges that it received a completed copy of this Agreement, the Attachments hereto, if any, and agreements relating thereto, if any, at least seven (7) calendar days prior to the date on which this Agreement was executed. Franchisee further acknowledges that it has received the disclosure document required by the Trade Regulation Rule of the Federal Trade Commission, entitled "Disclosure Requirements and Prohibitions Concerning Franchising," and a copy of the agreements and attachments referenced therein at least fourteen (14) calendar days prior to the date on which this Agreement was executed.

24.3 Review of Franchise Offering Materials: Franchisee acknowledges that it has received, read and understood this Agreement, the Attachments hereto, if any; and that Franchisor has fully and adequately explained the provisions of each to Franchisee's satisfaction; and that Franchisor has accorded Franchisee ample time and opportunity to consult with advisors of its own choosing about the potential benefits and risks of entering into this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of the Effective Date.

### FRANCHISEE:

\_\_\_\_\_

By: \_\_\_\_\_  
Name:  
Title:

### FRANCHISOR:

Rent-A-Center Franchising International, Inc.,  
a Texas corporation

By: \_\_\_\_\_  
Name: G. Michael Landry  
Title: Vice President – Franchising

**GUARANTEE, INDEMNIFICATION, AND ACKNOWLEDGEMENT TO  
RENT-A-CENTER FRANCHISING INTERNATIONAL, INC.**

As an inducement to RENT-A-CENTER FRANCHISING INTERNATIONAL, INC. (“Franchisor”) to execute the Franchise Agreement with \_\_\_\_\_ (“Franchisee”) dated \_\_\_\_\_, 2024 and in consideration of Franchisor executing the Franchise Agreement, the receipt of which is hereby acknowledged, Guarantors jointly and severally agree as follows:

Guarantors shall pay or cause to be paid to Franchisor all monies payable by Franchisee under the Franchise Agreement on the date and in the manner required for payment.

Guarantors unconditionally guarantee full performance and discharge by Franchisee of all the obligations of Franchisee under the Franchise Agreement on the date and times and in the manner required.

Guarantors shall indemnify and save harmless Franchisor and its affiliates, and their respective shareholders, directors, employees, and agents, against and from all losses, damages, costs, and expenses which Franchisor and its affiliates may sustain, incur, or become liable for by reason of:

Franchisee’s failure to pay the monies payable pursuant to the Franchise Agreement or payable to Franchisor for any amounts the Franchisor pays to any third-party supplier on behalf of Franchisee or failure to do and perform any other act, matter, or thing required by the Franchise Agreement; or any action by Franchisor to obtain performance by Franchisee of any act, matter, or thing required by the Franchise Agreement.

Franchisor shall not be obligated to proceed against Franchisee or exhaust any security from Franchisee or pursue or exhaust any remedy, including any legal or equitable relief against Franchisee, before proceeding to enforce the obligation of the Guarantors herein set out, and the enforcement of such obligations may take place before, after, or contemporaneously with, enforcement of any debt or obligation of Franchisee under the Franchise Agreement.

Without affecting the Guarantor’s obligations under this Guarantee, Franchisor without notice to the Guarantors, may extend, modify, or release any indebtedness or obligation of Franchisee, or settle, adjust, or compromise any claims against Franchisee. Guarantors waive notice of amendment of the Franchise Agreement and notice of demand of payment for performance by Franchisee.

This Guarantee shall terminate upon the termination or expiration of the Franchise Agreement, except that all obligations and liabilities of the Guarantors which arose from events which occurred on or before the effective date of such termination shall remain in full force and effect until satisfied or discharged by the Franchisee or the Guarantors, and all covenants which by their terms continue in force after the expiration or termination of the Franchise Agreement shall remain in force according to their terms. Upon the death of an individual Guarantor, the estate of such Guarantor shall be bound by this Guarantee, but only for defaults and obligation hereunder existing at the time of death; and the obligations of any other Guarantors will continue in full force and effect.

The provisions of Section 23 of the Franchise Agreement shall apply as to any interpretation or enforcement of this Guarantee, and the provisions of Section 20 of the Franchise Agreement shall apply to any notice to either party, except that notice to Guarantors shall be provided as follows:

\_\_\_\_\_  
Guarantor

\_\_\_\_\_  
Guarantor

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State Zip

\_\_\_\_\_  
City, State Zip



**IN WITNESS WHEREOF**, each of the undersigned had signed this GUARANTEE, INDEMNIFICATION, AND ACKNOWLEDGEMENT TO RENT-A-CENTER FRANCHISING INTERNATIONAL, INC. as of the date of the Franchise Agreement.

**GUARANTOR(S):**

\_\_\_\_\_  
Name: \_\_\_\_\_, individually

\_\_\_\_\_  
Name: \_\_\_\_\_, individually

COUNTERSIGNED:

**FRANCHISEE:**

\_\_\_\_\_

By: \_\_\_\_\_

Name:

ACKNOWLEDGED:

**FRANCHISOR:**

Rent-A-Center Franchising International, Inc.,  
a Texas corporation

By: \_\_\_\_\_

Name: G. Michael Landry

Title: Vice President – Franchising

**RENT-A-CENTER FRANCHISING INTERNATIONAL, INC. RENTAL STORE  
COVENANT NOT TO COMPETE**

THIS COVENANT NOT TO COMPETE (the "**Covenant**") is made effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2024 (the "**Effective Date**"), by and between Rent-A-Center Franchising International, Inc., a Texas corporation ("**Franchisor**"), \_\_\_\_\_ ("**Franchisee**") and \_\_\_\_\_ ("**Covenantor**" or "**you**").

**RECITALS**

A. Pursuant to the terms of the Franchise Agreement, dated of even date herewith, Franchisor hereby grants Franchisee the right to develop and operate a home entertainment and appliance rental store, offering televisions, stereos, household appliances, furniture, computers, tires and related products and services ("**Rent-A-Center Rental Store**") using Franchisor's unique system ("**System**") and certain trademarks, service marks, logos, emblems and indicia of origin (the "**Proprietary Marks**").

B. You are: (a) an officer, director, member or holder of a beneficial interest of 10% or more of the securities of Franchisee or of any company directly or indirectly controlling Franchisee if Franchisee is a corporation or limited liability company; or (b) the general partner or a limited partner of Franchisee if Franchisee is a partnership (including, if applicable, a corporation or an officer, director, or holder of a beneficial interest of 10% or more of the securities of a corporation that controls, directly or indirectly, any general or limited partner of Franchisee).

C. In connection with the parties' performance of the Franchise Agreement, you may receive certain proprietary and confidential information relating to the System and the development and operation of rental stores, including the use and/or knowledge of Franchisor's: (a) information systems and software programs; (b) identity of and standards for suppliers; (c) methods of performing services, pricing and presentation of services and other products; (d) methods of inventory control, storage, product handling, training and management; (e) confidential System manuals; (f) sales, marketing and advertising programs and techniques; (g) operating results and financial performance of Rent-A-Center Rental Stores; (h) employee recruiting, interviewing, orientation, training and evaluation policies and procedures; (i) trade dress and plans and specifications for Rent-A-Center Rental Stores; (j) information (including earnings information) regarding Franchisor's personnel and customers and those of other franchisees and licensees of Franchisor; (k) franchisee recruiting methods and procedures and selection

criteria; (l) business performance measurement systems; and (m) all other information that Franchisor provides Franchisee and designates as proprietary or confidential from time to time (the "**Confidential Information**").

D. Franchisor's Confidential Information developed and used in connection with the System provides economic advantages to Franchisor and Franchisor has taken and intends to take all steps to maintain confidentiality of the Confidential Information.

E. It will be necessary for certain partners and interest holders of Franchisee to have access to and to use some or all of the Confidential Information in the management and operation of Franchisee's Store using the System;

F. Franchisee has agreed to obtain from such of Franchisee's partners and interest holders, as listed in Recital B. herein, written Agreements protecting the System against unfair competition; and

G. You may have access to the Confidential Information; and

H. You acknowledge that receipt of and the right to use the Confidential Information constitutes independent, valuable consideration for the representations, promises and covenants made by you herein.

The parties agree as follows:

**1. COVENANT NOT TO COMPETE**

1.1 During the term of your ownership of Franchisee, you will not, either directly or indirectly, for yourself, or through, on behalf of, or in conjunction with any person, persons, partnership or legal entity:

1.1.1 Divert or attempt to divert any business or customer of the Store to any competitor, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Proprietary Marks and the System.

1.1.2 Own, maintain, engage in, or have any interest in any business which is the same or similar to a Rent-A-Center Rental Store which is located within the greater of: (a) the Approved Location; (b) the Designated Market Area ("**DMA**") as defined by Nielson in which the Store is conducted; or (c) the DMA

in which any other franchised or company owned Rent-A-Center operated by any of our affiliates is located.

1.2 You will not, without Franchisor's prior written consent, for a continuous, uninterrupted one-year period commencing upon the date of: (a) any assignment, transfer, conveyance, pledge, encumbrance or merger of Franchisee, the Franchise Agreement or all or a substantial portion of the assets of the Store; (b) expiration of the Franchise Agreement; (c) termination of the Franchise Agreement (regardless of the cause for termination); (d) you sell your rights and interest in Franchisee; or (e) a final decision of an arbitrator or a court of competent jurisdiction (after all appeals have been taken) with respect to the enforcement of this Section 1.2; either directly or indirectly, for yourself, or through, on behalf of, or in conjunction with any person, persons, or legal entity;

1.2.1 Own, maintain, advise, operate, engage in, make loans to, or have any interest in or relationship or association with a business which is the same or similar to a RENT-A-CENTER RENTAL STORE, and which is located at or within any of the following areas: (i) the Approved Location; or (ii) the DMA in which the Store was located; or (iii) the DMA in which any other franchised or company owned Store operated by any of our affiliates is located or ColorTyme franchised store.

1.2.2 Divert or attempt to divert any business or customer of the Store to any competitor, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Proprietary Marks and the System.

## **2. CONSTRUCTION OF COVENANTS.**

2.1 The parties agree that each of the foregoing covenants shall be construed as independent of any other covenant or provision of this Covenant. If all or any portion of a covenant contained in Section 1 of this Covenant is held unreasonable or unenforceable by a court or agency having valid jurisdiction in an appealed final decision to which Franchisor is a party, you expressly agree to be bound by any lesser covenant subsumed within the term of such covenant that imposes the maximum duty permitted by law, as if the resulting covenant were separately stated in and made a part of this Covenant.

2.2 You understand and acknowledge that Franchisor shall have the right, in its sole discretion, to reduce the scope of any covenant set forth in Section 1 of this Covenant, or any portion thereof, without your

consent, effective immediately upon receipt by you of written notice thereof, and you agree that you will comply with any covenant as so modified, which will be fully enforceable.

2.3 Covenantor and Franchisee acknowledge that Franchisee does not have the right to waive or modify any covenant contained in this Covenant, and that Franchisor shall have the sole right, in its sole discretion, to waive or modify the provisions contained in this Covenant and the independent right to enforce this Covenant.

## **3. INJUNCTIVE RELIEF; ATTORNEY'S FEES.**

3.1 Nothing herein contained shall bar Franchisor's right to obtain injunctive relief, without first submitting the dispute to arbitration, from any court having jurisdiction against threatened conduct that will cause it loss or damages, under the usual equity rules, including the applicable rules for obtaining restraining orders and preliminary injunctions.

3.2 You acknowledge that your violation of the terms of this Agreement would result in irreparable injury to Franchisor for which no adequate remedy at law may be available, and you agree to pay all court costs and reasonable attorneys' fees incurred by Franchisor in obtaining any injunctive or other equitable or legal relief with respect to such conduct or action.

## **4. APPLICABLE LAW AND VENUE.**

4.1 This Covenant takes effect upon its acceptance and execution by Franchisor in Texas, and shall be interpreted and construed under the laws thereof, which laws shall prevail in the event of any conflict of laws; provided, however, that if any of the provisions of this Agreement would not be enforceable under the laws of Texas, then such provisions shall be interpreted and construed under the laws of the state in which the Store is located.

4.2 Any action brought by Covenantor against Franchisor in any court, whether federal or state, shall be brought, and any action brought by Franchisor against Covenantor may be brought, within the judicial district in which Franchisor has its principal place of business. The parties waive all questions of personal jurisdiction or venue for the purpose of carrying out this provision.

## **5. JURY TRIAL WAIVER.**

**5.1 FRANCHISOR, FRANCHISEE AND COVENANTOR IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR**

**COUNTERCLAIM WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER OF THEM AGAINST THE OTHER, WHETHER OR NOT THERE ARE OTHER PARTIES IN SUCH ACTION OR PROCEEDING.**

\_\_\_\_\_  
Franchisor's Initials

\_\_\_\_\_  
Franchisee's Initials

\_\_\_\_\_  
Covenantor's Initials

**6. NOTICES.**

6.1 Any and all notices required or permitted under this Agreement shall be in writing and shall be personally delivered, sent by facsimile, mailed by certified mail, return receipt requested, or dispatched by overnight delivery envelope, to the respective parties at the following addresses unless and until a different address has been designated by written notice to the other party.

Notice to Franchisor:  
Rent-A-Center Franchising International, Inc.  
5501 Headquarters Drive  
Plano, Texas 75024  
Email: [franchise@racfranchising.com](mailto:franchise@racfranchising.com)

Notice to Franchisee:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Email:

Notice to Covenantor:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Email:

Notices shall be deemed to have been received as follows: by personal delivery or facsimile at the time of delivery; by overnight delivery service on the next business day following the date on which the Notice was given to the overnight delivery service; and certified mail three (3) days after the date of mailing.

**7. ASSIGNMENT.**

7.1 The rights and remedies of Franchisor under this Agreement are fully assignable and transferable and will inure to the benefit of its respective affiliates, successors and assigns. Your obligations hereunder

may not be assigned by you or by Franchisee, without the prior written consent of Franchisor. Any assignment or attempted assignment lacking Franchisor's prior written consent will be ineffective against Franchisor.

**8. NO WAIVER.**

8.1 Any failure by Franchisor to object or take action with respect to any breach of any provision of this Agreement by you will not operate or be construed as a waiver of or consent to that breach or any subsequent breach by you.

**9. ENTIRE AGREEMENT.**

9.1 This Covenant constitutes the entire agreement between Franchisor and Covenantor concerning the subject matter hereof. This Covenant may be modified only by a duly authorized writing executed by all parties.

**10. COUNTERPARTS.**

10.1 This Covenant may be executed in multiple counterparts and electronic copies shall be deemed original copies of this Agreement.

IN WITNESS WHEREOF, the undersigned have entered into this Covenant as witness by their signatures below:

**FRANCHISEE:**

\_\_\_\_\_

By: \_\_\_\_\_

Name:

Title:

**COVENANTOR:**

\_\_\_\_\_  
Name: \_\_\_\_\_, individually

**FRANCHISOR:**

**Rent-A-Center Franchising International, Inc.,**

a Texas corporation

By: \_\_\_\_\_

Name: G. Michael Landry

Title: Vice President – Franchising

**ADVERTISING AND MARKETING PARTICIPATION AGREEMENT**

This ADVERTISING AND MARKETING PARTICIPATION AGREEMENT ("Agreement") is entered into on \_\_\_\_\_, 2024 by and between Rent-A-Center Franchising International, Inc. ("Franchisor") and \_\_\_\_\_ ("Franchisee").

WHEREAS, Franchisor and Franchisee are parties to a Franchise Agreement, dated of even date herewith (the "Franchise Agreement"); and

WHEREAS, the Franchise Agreement provides that Franchisee shall participate in any Advertising Fund established by the Franchisor; and

WHEREAS, the Franchise Agreement provides that Franchisor may structure and administer the Advertising Fund in a manner which, in the Franchisor's judgment, most effectively and efficiently accomplishes the Advertising Fund's objectives; and

WHEREAS, Franchisor may, from time may use the services of its parent company, Rent-A-Center East, Inc. or other designee to provide services to Franchisees under the Advertising Fund; and

WHEREAS, as a condition to Franchisor or its designee being able to more effectively directly market to Franchisee's customers for Franchisee's benefit, Franchisee must execute this Agreement to permit Franchisor access to certain customer data; and

NOW, THEREFORE, in consideration of the mutual undertakings and commitments set forth in this Agreement and in the Franchise Agreement, the receipt and sufficiency of which the parties acknowledge the parties agree as follows:

1. During the term of the Franchise Agreement, Franchisor may create and utilize technology to assist with marketing and advertising, and Franchisee agrees to the terms of use in this Agreement or as modified from time to time by the Franchisor for use of such technology.

2. Franchisee shall be permit Franchisor or its designee independent access to its customer list for the sole purpose of sending advertising and

marketing materials by direct mail or other electronic means to Franchisee's customers and for no other purpose.

3. Franchisee shall provide Franchisor or its designee access to additional information regarding Franchisee's customers as requested from time to time such as names, addresses, telephone numbers, electronic mail addresses, or any other communication mode existing or which is created in the future, as well as information regarding the customer's buying history and preferences, and any such other marketing information as may be useful or desirable to promote the franchised business ("Customer Information").

4. Franchisor shall take precautions to ensure that only individuals who need access to Customer Information for the purpose of sending general advertising and marketing pieces have access to Customer Information; and Franchisor shall not permit any field operators or employees at any Company-Owned store to have access to any of Franchisee's Customer Information.

5. At Franchisor's election, Franchisor shall be permitted to delegate any aspect of the Advertising Fund to a third party; however, the Franchisor must secure a written acknowledgment from any third-party designee that it will comply with the terms of this Agreement.

6. Franchisee will recognize and accept the performance by Franchisor's designee of any act or thing required to be done by Franchisor under the terms of this Agreement, the Advertising Fund and the Franchise Agreement related to advertising and marketing and will accept such performance as if it were performed by Franchisor

7. Franchisee acknowledges that neither Franchisor nor any of its designees make any representations as to the success of any advertising or marketing efforts or guarantee performance of any technology to be utilized by Franchisees.

8. This Agreement shall be governed by Texas law.

9. All dispute resolution provisions of the Franchise Agreement apply to this Agreement.

10. This Agreement terminates at the expiration or termination of the Franchise Agreement.

IN WITNESS WHEREOF, the parties have executed this ADVERTISING AND MARKETING PARTICIPATION AGREEMENT of the date first above written.

**FRANCHISEE:**

\_\_\_\_\_

By: \_\_\_\_\_  
Name:  
Title:

**FRANCHISOR:**

**Rent-A-Center Franchising International, Inc.,**  
a Texas corporation

By: \_\_\_\_\_  
Name: G. Michael Landry  
Title: Vice President – Franchising



[Applicable Only to SBA Loans]

**ADDENDUM RELATING TO RENT-A-CENTER FRANCHISING INTERNATIONAL, INC.  
FRANCHISE AGREEMENT**

THIS ADDENDUM (Addendum) is made and entered into on \_\_\_\_\_, 20\_\_\_\_, by **RENT-A-CENTER FRANCHISING INTERNATIONAL, INC.**, located at **5501 Headquarters Drive, Plano, Texas** (Franchisor), and \_\_\_\_\_, located at \_\_\_\_\_ (Franchisee).

**Recitals.** Franchisor and Franchisee entered into a Franchise Agreement on \_\_\_\_\_, 20\_\_, (Franchise Agreement). The Franchisee agreed among other things to operate and maintain a franchise located at \_\_\_\_\_ designated by Franchisor as Unit #\_\_\_\_\_ (Unit). Franchisee has obtained from a lender a loan (Loan) in which funding is provided with the assistance of the United States Small Business Administration (SBA). SBA requires the execution of this Addendum as a condition for obtaining the SBA assisted financing.

NOW, THEREFORE, in consideration of the mutual promises below, and for good and valuable considerations in hand paid by each of the parties to the others, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

- Franchise Agreement is in full force and effect, and Franchisor has sent no official notice of default to Franchisee under the Franchise Agreement that remains uncured on the date hereof.
- The following is added to the end of Section 12.4 of the Franchise Agreement:  
However, the Franchisor may not exercise a right of first refusal:
  - (a) If a proposed Transfer is between or among individuals (including members of their immediate families and their respective spouses) who, at the time of the proposed Transfer, have an ownership interest in the Franchisee or the Franchise, and who have guaranteed the Franchisee's obligations under a then outstanding indebtedness which is guaranteed by the United States Small Business Administration ("SBA") (Owner/Guarantors); or
  - (b) If a proposed Transfer involves a Person other than an Owner/Guarantor and the proposed Transfer involves a noncontrolling ownership interest in the Franchisee or the Franchise, unless such noncontrolling interest: (1) represents less than a 20% ownership interest in the Franchisee or in the Franchise, or (2) the Franchisor (in combination with the Franchisee) qualifies as a small business and the exercise of the right does not affect the eligibility of the borrower to qualify for the SBA loan guarantee program.

The Franchisor's right to approve or to disapprove a proposed Transfer or transferee, or to exercise its right of first refusal with respect to a Transfer of a controlling interest in Franchisee or the Franchise, shall not be affected by any of the foregoing provisions. If the Franchisor does not qualify as a small business under SBA regulations, the parties acknowledge and understand that the Franchisor's exercise of its right of first refusal may result in an SBA guaranteed loan becoming immediately due and payable.

- This Addendum automatically terminates on the earliest to occur of the following: (i) a Termination occurs under the Franchise Agreement; (ii) the Loan is paid; or (iii) SBA no longer has any interest in the Loan.



IN WITNESS WHEREOF, the parties hereto have duly signed and executed this Addendum as of the day and year first above written.

FRANCHISEE:

\_\_\_\_\_

By: \_\_\_\_\_

Name:

Title:

FRANCHISOR:

Rent-A-Center Franchising International, Inc.,  
a Texas corporation

By: \_\_\_\_\_

Name: G. Michael Landry

Title: Vice President - Franchising

**RENT-A-CENTER FRANCHISING INTERNATIONAL, INC.**  
**FRANCHISE AGREEMENT**

**State Amendments**

Following this page are amendments to the Agreement for the following states:

1. California
2. Hawaii
3. Illinois
4. Maryland
5. New York
6. North Dakota
7. Rhode Island
8. South Dakota
9. Washington

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

## CALIFORNIA

Notwithstanding anything to the contrary set forth in the Agreement, the following provisions shall supersede and apply to all franchises offered and sold in the State of California:

1. Any condition, stipulation or provision in the Agreement which would result in Franchisee's waiver of compliance with any provision of the California Franchise Relations Act is void to the extent that such contractual provision violates such act.
2. To the extent that Section 23 of the Agreement would otherwise violate California law, such section is amended by providing that all litigation by or between Franchisee and Franchisor, involving a Rental Store in the State of California, which arises directly or indirectly from the Agreement shall be commenced and maintained in the state courts of California or the United States District Court for California, with the specific venue in either court system determined by appropriate jurisdiction and venue requirements.

**The Franchise Agreement and Area Development Agreement are amended to state the following: "No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise."**

## ILLINOIS

Notwithstanding anything to the contrary set forth in the Agreement, the following provisions shall supersede and apply to all franchises offered and sold in the State of Illinois:

Section 21.1 of the Franchise Agreement is hereby supplemented to provide that nothing in the Franchise Agreement or any related agreements is intended to disclaim the express representations made in the Franchise Disclosure Document, its exhibits, and amendments.

Illinois law governs the Franchise Agreement.

In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

Your rights upon termination and non-renewal of an agreement are set forth in Sections 19 and 20 of the Illinois Franchise Disclosure Act.

In conformance with Section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act **or any other law of Illinois** is void.

**No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.**

See the last page for your required signature.

## MARYLAND

Notwithstanding anything to the contrary set forth in the Agreement, the following provisions shall supersede and apply to all franchises offered and sold in the State of Maryland:

1. Sections 2.2.7 and 12.1.2.4 (requiring a transferor to execute a general release of any and all claims) are hereby amended by the addition of the following statement: "The general release required as a condition of renewal, sale and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law."

2. Any provision in the Agreement which operates to waive Franchisee's right to file a lawsuit alleging a cause of action arising under the Maryland Franchise Law in any court of competent jurisdiction in the State of Maryland is void to the extent that such provision violates such law. Subject to Section 14.6, claims arising under the Maryland Franchise Registration and Disclosure Law may be brought in any court of competent jurisdiction in Maryland.

3. The Maryland Franchise Registration and Disclosure Law prohibits a franchisor from requiring a prospective franchisee to assent to any release, estoppel or waiver of liability as a condition of purchasing a franchise. This Agreement requires prospective franchisees to disclaim the occurrence and/or acknowledge the non-occurrence of acts that would constitute a violation of the Franchise Law. Such representations are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law resulting from the offer or sale of the franchise.

4. All representations in the Franchise Agreement requiring a Franchisee to assent to a release, estoppel or waiver of liability are not intended to, nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

5. Section 23.5 of the Agreement is amended by the addition of the following sentence before the last sentence of that section: "Notwithstanding the previous sentence, any and all claims and actions arising under the Maryland Franchise Registration and Disclosure Law shall be commenced within 3 years from the grant of the franchise, or such claim or action shall be barred."

6. Section 24 of the Agreement is deleted in its entirety.

7. The Franchise Agreement is amended to state that based upon the franchisor's financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement. In addition, the Development Agreement is amended to state that all development fees and initial payments by area developers shall be deferred until the first franchise under the development agreement opens.

**The Franchise Agreement and Area Development Agreement are amended to state the following: "No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise."**

#### **NEW YORK**

Notwithstanding anything to the contrary set forth in the Agreement, the following provision shall supersede and apply to all franchises offered and sold in the State of New York:

1. No release language set forth in the Agreement shall relieve Franchisor or any other person, directly or indirectly, from liability imposed by the laws concerning franchising of the State of New York.

2. Section 7.4 is amended by the addition of the following language at the end of that section:

"Revisions to the Manuals shall not unreasonably affect Franchisee's obligations, including economic requirements, under this Agreement."

3. Section 12.7 is amended by the addition of the following sentence immediately after the first sentence of that section:

“However, no such assignment will be made by Franchisor except to an assignee who, in Franchisor’s good faith judgment, is willing and able to assume Franchisor’s obligations under this Agreement (to the extent assigned).”

**The Franchise Agreement and Area Development Agreement are amended to state the following: “No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.”**

#### **NORTH DAKOTA**

Notwithstanding anything to the contrary set forth in the Agreement, the following provisions shall supersede and apply to all franchises offered and sold in the State of North Dakota:

1. Covenants not to compete upon termination or expiration of the Agreement are subject to Section 9-08-06, N.D.C.C., and may be generally unenforceable in the State of North Dakota.

2. To the extent that Section 23 of the Agreement would otherwise violate North Dakota law, such section is amended by providing that all litigation by or between Franchisor and Franchisee, involving a franchised business operating in the State of North Dakota, shall be commenced and maintained, at Franchisor’s election, in the state courts of North Dakota or the United States District Court for North Dakota, with the specific venue in either court system determined by appropriate jurisdiction and venue requirements.

3. North Dakota law applies to this transaction and supersedes any conflicting provisions of the Agreement or Texas law.

4. The following is added to Item 17(c) of the FDD and Section 2.2 of the Agreement:

The execution of a general release upon renewal, assignment or termination will be inapplicable to franchises operating under the North Dakota Franchise Investment Law.

5. Any part of Item 17(i) of the FDD and Section 14 of the Agreement which require Franchisee to consent to termination or liquidated damages is hereby deleted.

6. The following is added to Item 17(u) of the FDD and Section 23 of the Franchise Agreement:

To the extent required by the North Dakota Franchise Investment Law (unless such requirement is preempted by the Federal Arbitration Act), arbitration and/or mediation will be at a site not remote from Franchisee’s place of business, to which Franchisor and Franchisee mutually agree.

7. Any provisions in Section 23.4 of the Franchise Agreement requiring waiver of exemplary and punitive damages are hereby deleted in their entirety.

**The Franchise Agreement and Area Development Agreement are amended to state the following: “No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.”**

## RHODE ISLAND

Notwithstanding anything to the contrary set forth in the Agreement, the following provision shall supersede and apply to all franchises offered and sold in the State of Rhode Island:

1. To the extent that Section 23 of the Agreement would otherwise violate Rhode Island law, such section is amended by providing that all litigation by or between Franchisee and Franchisor, involving a Rental Store operating in the State of Rhode Island, shall be commenced and maintained, at Franchisor's election, in the state courts of Rhode Island or the United States District Court for Rhode Island, with the specific venue in either court system determined by appropriate jurisdiction and venue requirements.

**The Franchise Agreement and Area Development Agreement are amended to state the following: "No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise."**

## WASHINGTON

Notwithstanding anything to the contrary set forth in the Agreement, the following provisions shall supersede and apply to all franchises offered and sold in the State of Washington.

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.

RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed \$100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed \$250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

**The Franchise Agreement and Area Development Agreement are amended to state the following: “No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.”**

*SIGNATURES APPEAR ON FOLLOWING PAGE*

---

The undersigned does hereby acknowledge receipt of this addendum.

**FRANCHISEE:**

\_\_\_\_\_

By: \_\_\_\_\_

Name:

Title:

**FRANCHISOR:**

**Rent-A-Center Franchising International, Inc.,**  
a Texas corporation

By: \_\_\_\_\_

Name: G. Michael Landry

Title: Vice President – Franchising

# **EXHIBIT E**





# **RENT-A-CENTER FRANCHISING INTERNATIONAL, INC. RENTAL STORE DEVELOPMENT AGREEMENT**

**RENT-A-CENTER FRANCHISING INTERNATIONAL, INC. RENTAL STORE  
DEVELOPMENT AGREEMENT**

**TABLE OF CONTENTS**

	<b><u>Page</u></b>
Recitals.....	1
1. GRANT .....	1
2. DEVELOPMENT FEE .....	1
3. DEVELOPMENT OBLIGATIONS.....	1
4. DUTIES OF FRANCHISOR.....	2
5. TERM.....	2
6. DUTIES OF DEVELOPER .....	2
7. TRANSFER OF INTEREST .....	3
8. DEFAULT AND TERMINATION.....	4
9. OBLIGATIONS UPON TERMINATION OR EXPIRATION .....	5
10. INDEPENDENT CONTRACTOR AND INDEMNIFICATION.....	5
11. APPROVALS AND WAIVERS.....	5
12. NOTICES.....	6
13. ENTIRE AGREEMENT.....	6
14. APPLICABLE LAW.....	6
15. ACKNOWLEDGEMENTS.....	8

**Attachments:**

ATTACHMENT A      DEVELOPMENT SCHEDULE AND DEVELOPMENT AREA

**RENT-A-CENTER FRANCHISING INTERNATIONAL, INC.**  
**DEVELOPMENT AGREEMENT**

THIS DEVELOPMENT AGREEMENT made and entered into on \_\_\_\_\_, 2024, by and between Rent-A-Center Franchising International, Inc., a Texas corporation (“**Franchisor**”) and \_\_\_\_\_ (“**Developer**”).

RECITALS:

A. Franchisor awards franchises to operate home furnishings, entertainment and appliance rental stores pursuant to a unique system for the operation of such stores (“**System**”), and in conjunction with the use of certain trademarks, service marks, logos, emblems and indicia of origin (“**Proprietary Marks**”) owned by or licensed to Franchisor;

B. Developer desires to obtain certain development rights to establish rental stores from physical locations using the System and Proprietary Marks (“**Rental Stores**”), and wishes to obtain franchises from Franchisor for that purpose;

C. Franchisor has decided, based on the information provided by Developer to Franchisor, to grant such development rights to Developer, pursuant to the terms and conditions set forth in this Development Agreement (“**Agreement**”);

The parties agree as follows:

**1. GRANT**

1.1 Grant of Development Rights: Franchisor grants to Developer the right, and Developer accepts the obligation, pursuant to the terms and conditions of this Agreement, to establish Rental Stores at such locations (“**Development Area**”) and at such times as are set forth in Attachment A (“Development Schedule”), and at specific sites within the Development Area as are approved by Franchisor. Each Rental Store shall be established by Developer (or by an entity controlled by Developer) and operated by Developer, pursuant to a separate franchise agreement (“**Franchise Agreement**”) to be entered into in accordance with Section 3.1 hereof.

1.2 Territorial Protection: During the term of this Agreement, Franchisor shall not establish or operate, or franchise other persons to establish or operate, a Rental Store which is located at a physical location within the Development Area. Except as specifically provided in the preceding sentence, Developer’s rights under this Agreement are not exclusive, and Franchisor specifically reserves the right, among others, in any manner and on any terms and conditions that it deems advisable, and without granting Developer any rights therein:

1.2.1 to own, acquire, establish and/or operate, and license others to establish and operate, a Rental Store outside the Development Area;

1.2.2 to own, acquire, establish and/or operate, and license others to establish and operate, rental stores and/or other businesses under other proprietary marks or other systems, whether such rental stores or businesses are the same, similar, or different from the rental stores or businesses operating under the System, and whether such rental stores or businesses are located within or outside the Development Area;

1.2.3 to sell or distribute, at retail or wholesale, directly or indirectly, or license others to sell or distribute, any products or services under any proprietary marks, including the Proprietary Marks, whether within or outside the Development Area; and

1.3.3 to own, acquire, establish and/or operate, and license others to establish and operate, businesses or kiosks or mobile storefront units under the Proprietary Marks, which businesses may bear similarities to Rental Stores.

1.3 Not a Franchise Agreement: This Agreement is not a franchise agreement, and does not grant to Developer any right to use, or to franchise the use of, the Proprietary Marks or the System.

**2. DEVELOPMENT FEE**

2.1 Development Fee: In consideration of the development rights granted herein, Developer shall pay a development fee of **Fifteen Thousand Dollars (\$15,000.00)** for each Rental Store to be developed, as set forth in the Development Schedule, which fee has been fully earned, in consideration of administrative and other expenses incurred by Franchisor and for the development opportunities lost or deferred as a result of the rights granted Developer pursuant to this Agreement.

**3. DEVELOPMENT OBLIGATIONS**

3.1 Execution of Franchise Agreement: Developer shall execute a Franchise Agreement for each Rental Store to be franchised. Each Franchise Agreement shall be in the form of the Franchise Agreement then being offered generally by Franchisor to new franchisees for Rental Stores at the time Developer executes such Franchise Agreement, provided, however, that (a) in the event that Franchisor is offering more than one form of Franchise Agreement (or options concerning specific terms of the Franchise Agreement) to franchisees, Franchisor shall have the right to designate the form of Franchise Agreement (or options concerning specific terms of the Agreement) to be executed by Developer; (b) for each

Franchise Agreement entered into pursuant to this Development Agreement, the amount of the development fee Developer paid for the relevant Rental Store to be developed shall be deducted from the initial franchise fee set forth in such Franchise Agreement; and (c) the Franchise Agreement for each Store developed shall be issued and executed upon approval of the site by Franchisor and (d) in the event that Franchisor co-guarantees the financing for Rental Stores, Franchisor may require the execution of a general release as an addendum to the Franchise Agreement.

3.2 Time of the Essence: Recognizing that time is of the essence, Developer shall open each Rental Store on or before the date required in the Development Schedule. Failure by Developer to open a Rental Store on or before the date set forth in the Development Schedule shall constitute a default under this Agreement as provided in Section 8.1.

Continuous Operations: Developer shall at all times after the expiration of each of the development periods described in the Development Schedule continuously maintain in operation pursuant to each Franchise Agreement at least the number of Rental Stores set forth on the Development Schedule, provided however that such obligation does not apply to facilities that are transferred in accordance with the provisions of the Franchise Agreement. Failure by Developer to maintain continuous operations under this section shall constitute a default under this Agreement as provided in Section 8.1.

#### 4. DUTIES OF FRANCHISOR

4.1 Furnishing Demographic Data: Franchisor shall, at its option, provide demographic data in its possession concerning any Development Area in order to assist Developer with site selection for the Rental Stores.

4.2 Loan of Manual: Franchisor shall provide Developer, on loan, one copy of Franchisor's Confidential Operating System of Manual (collectively, "**Manual**"), including, as Franchisor deems advisable, modifications thereto.

#### 5. TERM

5.1 Term: Unless sooner terminated as hereinafter provided, the term of this Agreement, and all rights granted hereunder, shall expire on the date set forth in the Development Schedule as the date on which the final Rental Store is to be opened, or when the final Rental Store is opened, whichever is sooner.

5.2 Extension Fee: The term of this Agreement may be extended upon the following terms if Developer requests in writing an extension of the term of this Agreement and Franchisor determines, in its sole discretion, the Developer has made reasonable attempts to meet the development schedule.

5.2.1 Developer pays Franchisor a fee of \$1,000 per month for each month granted by the extension but extension period should not exceed 18 months.

5.2.2 Franchisor may grant an extension less than 13 months and retains the sole discretion for determining an appropriate extension period.

5.2.3 All fees paid for the extension shall be fully earned by Franchisor upon receipt of each monthly payment as consideration for Developer's delay in developing the Development Area and no portion of the fees paid for the extension shall be refundable.

5.3 Renewal: Developer shall have no right to renew this Agreement.

#### 6. DUTIES OF DEVELOPER

6.1 Protecting Confidential Information: Developer shall not, during or after the term of this Agreement, communicate, divulge, or use for the benefit of any other person, persons, partnership, association, or corporation any confidential information, knowledge, or know-how concerning the methods of operation of Franchisor's business or a Rental Store which may be communicated to Developer or of which Developer may be apprised by virtue of its association with Franchisor. In addition to any other such confidential information, the Manuals shall be deemed to be confidential. Developer shall divulge such confidential information only to such of its employees as must have access to it in order to perform their employment responsibilities. Any and all matters, information, knowledge, know-how, and techniques which Franchisor designates as confidential shall be deemed confidential for purposes hereof. Developer acknowledges that any failure to comply with the requirements of this Section 6.1 will result in irreparable injury to Franchisor for which no adequate remedy at law may be available, and Developer consents to the issuance of, and agrees to pay all court costs and reasonable attorneys' fees incurred by Franchisor in obtaining, without the posting of any bond, an *ex parte* or other order for injunctive or other legal or equitable relief with respect to the requirements of this Section. In addition, employees who may have access to any confidential information of Franchisor shall execute covenants that they will maintain the confidentiality of information they receive in connection with their employment by Developer. Such covenants shall be in a form satisfactory to Franchisor, including, without limitation, specific identification of Franchisor as a third-party beneficiary of such covenants with the independent right to enforce them.

6.2 Compliance with Laws: Developer shall comply with all requirements of federal, state and local laws, rules and regulations.

6.3 Securing Insurance: Developer shall procure, prior to the commencement of any operations under this

Agreement, and shall maintain in full force and effect at all times during the term of this Agreement, at Developer's expense, an insurance policy or policies protecting Developer, Franchisor and its affiliates, and their respective shareholders, directors, agents, and employees, against any demand or claim with respect to personal or bodily injury, death, or property damage, or any loss, liability, or expense whatsoever arising or occurring upon or in connection with Developer's performance under this Agreement. Such policy or policies shall (a) be written by insurer(s) acceptable to Franchisor; (b) name Franchisor and its affiliates, and their respective shareholders, directors, agents, and employees, as additional insureds; (c) comply with the requirements prescribed by Franchisor in the Manuals or otherwise in writing at the time such policies are obtained or renewed, and provide at least the types and minimum amounts of coverage specified in the Manuals; (d) contain a waiver by Developer and its insurers of their rights of subrogation against Franchisor; and (e) furnish Certificates of Insurance at such times and containing such information as specified in the Manuals.

6.3.1 All public liability and property damage policies shall contain a provision that Franchisor, although named as an additional insured, shall nevertheless be entitled to recover under such policies on any loss occasioned to Franchisor or its affiliates and their respective shareholders, directors, agents, or employees, by reason of their negligence.

6.3.2 Developer's obligation to obtain and maintain insurance shall not be limited in any way by reason of any insurance which may be maintained by Franchisor, nor shall Developer's performance of that obligation relieve it of liability under the indemnity provisions set forth in Section 10.2 of this Agreement.

6.3.3 Should Developer, for any reason, fail to procure or maintain the insurance required by this Agreement, as revised from time to time by the Manuals or otherwise in writing, Franchisor shall have the right and authority (without, however, any obligation to do so) immediately to procure such insurance and to charge same to Developer, which charges, together with a reasonable fee for Franchisor's expenses in so acting, shall be payable by Developer immediately upon notice.

6.4 No Subfranchising: Developer shall not offer, sell or negotiate the sale of Rent-A-Center franchises to any third party and nothing in this Agreement will be construed as granting Developer the right to do so.

## **7. TRANSFER OF INTEREST**

7.1 Transfer by Franchisor: Franchisor shall have the right to transfer or assign all or any part of its rights or obligations under this Agreement to any person or legal entity. With respect to any assignment which results in the subsequent performance by the assignee of all of Franchisor's obligations under this Agreement, the

assignee shall expressly assume and agree to perform such obligations, and shall become solely responsible for all obligations of Franchisor under this Agreement from the date of assignment. In addition, and without limitation to the foregoing, Developer expressly affirms and agrees that Franchisor may sell its assets, its Proprietary Marks, or its System; may sell its securities in a public offering or in a private placement; may merge, acquire other corporations, or be acquired by another corporation; and may undertake a refinancing, recapitalization, leveraged buy-out, or other economic or financial restructuring.

### **7.2 Transfer by Developer:**

7.2.1 Developer understands and acknowledges that the rights and duties set forth in this Agreement are personal to Developer, and that Franchisor has granted these rights in reliance on the business skill, financial capacity, and personal character of Developer. Accordingly, neither Developer, nor any immediate or remote successor to any part of Developer's interest in this Agreement, nor any individual, partnership, corporation, or other legal entity which directly or indirectly owns any interest in Developer shall sell, encumber, assign, transfer, convey, pledge, merge, or give away any direct or indirect interest in this Agreement, in Developer, or in all or substantially all of the assets of Developer's business, without the prior written consent of Franchisor. Developer expressly acknowledges and agrees that Franchisor shall be under no obligation to consent to any transfer; that Franchisor may refuse to consent to a transfer for any or no reason at all, and, if Franchisor does consent, such consent may be subject to any preconditions which Franchisor, in its sole and absolute discretion, may choose to impose. Any purported assignment or transfer not having the written consent of Franchisor required by this Section 7.2 shall be null and void and shall constitute a material breach of this Agreement, for which Franchisor may immediately terminate without opportunity to cure pursuant to Section 8.1.4 of this Agreement.

7.2.2 Franchisor retains the right to purchase Developer's interest in this Agreement if any party holding any direct or indirect interest in Franchisee, in this Agreement, or in all or a substantial portion of the assets of the Store and who desires to accept any *bona fide* offer from a third party to purchase such interest or assets, shall notify Franchisor in writing of each such offer, and shall provide such information and documentation relating to the offer as Franchisor may require. Franchisor, or its designee, shall have the right and option, exercisable within 15 days after receipt of such written notification, to send written notice to the seller that Franchisor intends to purchase the seller's interest on the same terms and conditions offered by the third party. If Franchisor or its designee elects to purchase the seller's interest, closing on such purchase must occur within 45 days from the date of notice to the seller of the election to purchase by Franchisor or its designee. If Franchisor declines to purchase the seller's interest, the seller will have 75 days

from the date of its written notice to Franchisor of its purchase offer to sell its interest on the same terms and conditions and to the same transferee as described to Franchisor pursuant to Franchisor's right of first refusal. Any material change thereafter in the terms of the offer from a third party shall constitute a new offer again subject to Franchisor's right of first refusal. Failure of Franchisor to exercise the option afforded by this Section 12.4 shall not constitute a waiver of any other provision of this Agreement, including all of the requirements of the Section 12, with respect to a proposed transfer. If the consideration, terms, or conditions offered by a third party are such that Franchisor or its designee may not reasonably be required to furnish the same consideration, terms, or conditions, then Franchisor or its designee may purchase the interest in the Store or assets proposed to be sold for the reasonable equivalent in cash. If the parties cannot agree within a reasonable time on the reasonable equivalent in cash of the consideration, terms, or conditions offered by the third party, then each party shall select an independent appraiser. The two (2) appraisers shall have up to 15 business days to agree on a reasonable equivalent in cash. If they cannot agree then they shall jointly select a third independent appraiser, whose decision shall be final and binding.

## **8. DEFAULT AND TERMINATION**

8.1 Events of Default: Developer shall be in default hereunder, and Franchisor may, at its option, terminate this Agreement and all rights granted hereunder, without affording Developer any opportunity to cure the default, effective immediately upon receipt of notice by Developer, upon the occurrence of any of the following events:

8.1.1 If Developer or any principal of Developer is convicted of a felony, a crime involving moral turpitude, or any other crime or offense that Franchisor believes is reasonably likely to have an adverse effect on the System, the Proprietary Marks, the goodwill associated therewith, or Franchisor's interest therein;

8.1.2 If Developer fails to comply with the Development Schedule;

8.1.3 If any Franchise Agreement executed pursuant to this Development Agreement or any other agreement between Developer or its affiliates and Franchisor or its affiliates is terminated due to a breach or default by Developer;

8.1.4 If any purported assignment or transfer covered by Section 7.2 is made without Franchisor's prior written consent;

8.1.5 If, contrary to the terms of Section 6.1., Developer, any principal of Developer, discloses or divulges the contents of the Manuals or other confidential information provided to Developer by Franchisor;

8.1.6 If Developer, or any principal of Developer, has made any material misrepresentations in connection with Developer's application to Franchisor for the development rights granted herein;

8.1.7 If Developer fails to obtain or maintain required insurance coverage;

8.1.8 If Developer commits two defaults within twelve (12) months, whether or not cured after notice; or

8.1.9 If Developer becomes insolvent, or files for protection under any insolvency or bankruptcy law, or a petition is filed against Developer under any bankruptcy or insolvency law and not opposed by Developer.

8.2 Curing Defaults: Except as provided in Section 8.1., Developer shall have 30 days after its receipt from Franchisor of a written Notice of Termination within which to remedy any default under this Agreement and to provide evidence thereof to Franchisor. Developer shall be in default pursuant to this Section 8.2 for failure to substantially comply with any of the requirements imposed by this Agreement, as it may from time to time reasonably be modified or supplemented by the Manuals, or for failure to carry out the terms of this Agreement in good faith. If any such default is not cured within the specified time, or such longer period as applicable law may require, this Agreement shall terminate without further notice to Developer effective immediately upon expiration of the 30-day period or such longer period as applicable law may require.

8.3 Modification of Agreement in Lieu of Termination: Upon any default under Sections 8.1 or 8.2, Franchisor shall have the right, but not the obligation, by written notice to Developer, to offer Developer the option, in lieu of terminating the Agreement, of modifying this Agreement in any one or more of the following ways: (a) accelerate or decelerate the Development Schedule; (b) reduce the number of Rental Stores to be developed pursuant to this Agreement; or (c) eliminate or reduce the size of the Development Area. If Franchisor chooses to offer Developer the opportunity to modify this Agreement, such offer shall be made by written notice to Developer of the offer. If Developer fails to send a written notice of acceptance, without change, of Franchisor's offer within five days of written notice from Franchisor pursuant to Section 12 hereof, Franchisor's offer shall be deemed to have been rescinded, and this Agreement shall terminate as of the close of business on the fifth day following the date that Franchisor sent written notice of its modification offer to Developer.

## **9. OBLIGATIONS UPON TERMINATION OR EXPIRATION**

Upon termination or expiration of this Agreement, all rights granted hereunder to Developer shall forthwith terminate, and:

**9.1 No Right to Execute Additional Franchise Agreements:** Developer shall have no right to establish or operate any Rental Store for which a Franchise Agreement has not been executed by Franchisor at the time of termination.

**9.2 Irreparable Harm to Franchisor From Developer's Breach:** Developer agrees and acknowledges that Developer's failure to comply with the provisions of this Section 9 will result in irreparable harm to Franchisor and to the Proprietary Marks, and Developer agrees to pay all damages, expenses, court costs and reasonable attorneys' fees incurred by Franchisor in obtaining specific performance of, or an injunction against violation of, or damages resulting from a violation of, the requirements of this Section.

**9.3 Development Agreement Defaults Separate From Franchise Agreement:** Default by Developer under this Development Agreement shall not constitute a default under any Franchise Agreement unless the action or inaction giving rise to the default hereunder also gives rise to a default under such Franchise Agreement.

**9.4 Return of Manuals and Other Materials:** Developer shall immediately deliver to Franchisor the Manuals and all records, correspondence files, and any instructions containing confidential information relating to the operation of Developer's business which are in Developer's possession; and all copies thereof (all of which are acknowledged to be the property of Franchisor).

**9.5 Survival of Developer's Obligations:** All covenants, obligations, and agreements of Developer which by their terms or by reasonable implication are to be performed, in whole or in part, after the termination or expiration of this Agreement, shall survive such termination or expiration.

## **10. INDEPENDENT CONTRACTOR AND INDEMNIFICATION**

**10.1 No Fiduciary Relationship:** It is understood and agreed that this Agreement does not create a fiduciary relationship between Developer and Franchisor, that Developer shall be an independent contractor, and that nothing in this Agreement is intended to constitute either party an agent, legal representative, subsidiary, joint venturer, partner, employee, or servant of the other for any purpose whatsoever. Developer shall, at all times, hold itself out to the public as an independent contractor.

**10.2 Independent Contractor:** Developer acknowledges and agrees that it is not authorized to make any contract, agreement, warranty, or representation on Franchisor's behalf, or to incur any debt or other obligation in Franchisor's name, and that Franchisor shall in no event assume liability for, or be deemed liable hereunder as a result of, any such action, or by reason of any act or omission of Developer.

**10.3 Indemnification:** Developer shall indemnify and hold harmless to the fullest extent permitted by law, Franchisor, its affiliates and their respective directors, employees, shareholders, and agents (collectively "**indemnitees**") from all losses and expenses (as hereinafter defined) incurred in connection with any litigation or other form of adjudicatory procedure, claim, demand, investigation, or formal or informal inquiry (regardless of whether same is reduced to judgment) or any settlement thereof which arises directly or indirectly from, as a result of, or in connection with Developer's activities pursuant to this Agreement (collectively "**event**"), and regardless of whether same resulted from any strict or vicarious liability imposed by law on the indemnitees, provided, however, that this indemnity shall not apply to any liability arising from the gross negligence of indemnitees (except to the extent that joint liability is involved, in which event the indemnification provided herein shall extend to any finding of comparative negligence or contributory negligence attributable to Developer). For the purpose of this Section 10.3, the term "**losses and expenses**" shall be deemed to include compensatory, exemplary or punitive damages; fines and penalties; attorneys' fees; experts fees; court costs; costs associated with investigating and defending against claims; settlement amounts; judgments; compensation for damages to Franchisor's reputation and goodwill; and all other costs associated with any of the foregoing losses and expenses. Developer shall give Franchisor prompt notice of any event for which indemnification is required, and, at the expense and risk of Developer, Franchisor may elect to assume (but under no circumstance is obligated to undertake) the defense and/or settlement thereof, provided that Franchisor will seek the advice and counsel of Developer. Any assumption of Franchisor shall not modify Developer's indemnification obligation. Franchisor may, in its sole judgment, take such actions as it deems necessary and appropriate to investigate, defend, or settle any event or take other remedial or corrective actions with respect thereof as may be, in Franchisor's sole judgment, necessary for the protection on the indemnitees or the System.

## **11. APPROVALS AND WAIVERS**

**11.1 Securing Franchisor Approvals:** Whenever this Agreement requires the prior approval or consent of Franchisor, Developer shall make a timely written request to Franchisor therefor, and such approval or consent shall be obtained in writing.

**11.2 No Waiver:** Franchisor makes no warranties or guarantees upon which Developer may rely, and assumes no liability or obligation to Developer, by providing any waiver, approval, consent, or suggestion to Developer in connection with this Agreement, or by reason of any neglect, delay, or denial of any request therefor. No delay, waiver, omission, or forbearance on the part of Franchisor to exercise any right, option, duty, or power arising out of any breach or default by Developer

or by any other developer, of any of the terms, provisions, or covenants thereof, and no custom or practice by the parties at variance with the terms hereof, shall constitute a waiver by Franchisor to enforce any such right, opinion, or power as against Developer or as to a subsequent breach or default by Developer.

## 12. NOTICES

12.1 Notices: Any and all notices required or permitted under this Agreement shall be in writing and shall be personally delivered, sent by facsimile, mailed by certified mail, return receipt requested, or dispatched by overnight delivery envelope, to the respective parties at the following addresses unless and until a different address has been designated by written notice to the other party:

To FRANCHISOR:  
Rent-A-Center, Franchising International, Inc.  
5501 Headquarters Drive  
Plano, Texas 75024  
Email: [franchise@racfranchising.com](mailto:franchise@racfranchising.com)

To DEVELOPER:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Email:

Notices shall be deemed to have been received as follows: by personal delivery or facsimile - at the time of delivery; by overnight delivery service - on the next business day following the date on which the Notice was given to the overnight delivery service; and certified mail - three days after the date of mailing.

## 13. ENTIRE AGREEMENT

13.1 Entire Agreement: This Agreement, any attachments hereto, and any ancillary agreements between Developer and Franchisor or any affiliate of Franchisor, executed contemporaneously with this Agreement, constitute the entire and complete Agreement between Franchisor and/or its affiliate and Developer concerning the subject matter thereof, and supersede all prior agreements, provided that nothing contained in this Agreement shall be deemed a waiver of Developer's reliance on any representations made by Franchisor in the Franchise Disclosure Document provided to Developer pursuant to the Federal Trade Commission Franchise Rule, 16 C.F.R. Part 436. Developer acknowledges that it is entering into this Agreement, and any ancillary agreement executed contemporaneously herewith, as a result of its own independent investigation of the business franchised hereby and not as a result of any representations made by Franchisor or persons associated with Franchisor, or other developers or franchisees, which are contrary to the terms herein set forth or which are contrary to the terms of any disclosure document, or other similar document required or permitted to be given to Developer pursuant

to applicable law. Except for those permitted hereunder to be made unilaterally by Franchisor, no amendment, change, or variance from this Agreement shall be binding on either party unless mutually agreed to by the parties and executed by their authorized officers or agents in writing.

13.2 State Addenda: The laws of certain states may supersede some of the provisions of this Agreement, and certain states require Franchisor to supplement or modify the provisions of this Agreement. If applicable, these supplements and modifications are contained in State Addenda attached hereto. When Developer signs this Agreement, Developer will also properly execute the addenda if appropriate. If multiple state addenda are made part of this Agreement, these state addenda will be construed and applied as narrowly as possible, consistent with applicable state law, in order to avoid potential conflicts between them.

## 14. APPLICABLE LAW

14.1 Choice of Law: This Agreement takes effect upon its acceptance and execution by Franchisor in Texas, and shall be interpreted and construed under the laws thereof, which laws shall prevail in the event of any conflict of law; provided, however, that if any of the provisions of this Agreement would not be enforceable under the laws of Texas, then such provisions shall be interpreted and construed under the laws of the state in which the Store is located. Nothing in this Section 14.1 is intended by the parties to subject this Agreement to any franchise or similar law, rule, or regulation of the State of Texas to which it would not otherwise be subject.

14.2 Venue: Any action brought by Developer against Franchisor in any court, whether federal or state, shall be brought, and any action brought by Franchisor against Developer may be brought, within the judicial district in which Franchisor has its principal place of business. The parties waive all questions of personal jurisdiction or venue for the purpose of carrying out this provision.

14.3 Nonexclusivity of Remedy: No right or remedy conferred upon or reserved to Franchisor or Developer by this Agreement is intended to be, nor shall be deemed, exclusive of any other right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of every other right or remedy.

14.4 Limitation of Adjudicative Proceedings: Franchisor and Developer irrevocably waive trial by jury in any action, proceeding, or counterclaim whether at law or in equity, brought by either of them against the other, whether or not there are other parties in such action or proceeding. Any and all claims and actions arising out of or relating to this Agreement, the relationship of Developer and Franchisor, or Developer's operation of its business, brought by any party hereto against the other, shall be commenced within two years from the occurrence of the facts giving rise to such claim or action, or such claim or action shall be



barred. Franchisor and Developer hereby waive to the fullest extent permitted by law any right to or claim of any punitive or exemplary damages against the other and agree that in the event of a dispute between them each shall be limited to the recovery of any actual damages sustained by it.

**14.5 Arbitration:** Franchisor and Developer agree to negotiate in good faith regarding any claim, controversy, or dispute arising out of or relating to this Agreement (and attachments), including any amendments thereto, or the relationship of the parties, prior to bringing such claim, controversy, or dispute in a court or before any other tribunal, including but not limited to arbitration. Failure or refusal by one party to conduct such negotiations shall immediately enable the other party to bring the claim, controversy, or dispute before a court or tribunal in the manner set forth herein. Such negotiation shall be between senior officers of Franchisor and Developer.

Franchisor and Developer agree that any claim, controversy, or dispute arising out of or relating to this Agreement (and any amendments thereto) or the relationship between the parties including, but not limited to, any claim concerning the entry into, the performance under, or the termination of this Agreement or any other agreement between Franchisor and Developer, or its affiliates, that cannot be amicably settled among the parties shall, except as specifically set forth herein and in Section 14.7, be referred to arbitration. The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability or formation of this Agreement including, but not limited to any claim that all or any part of this Agreement is void or voidable. The arbitration shall take place in the city in which Franchisor has its principal place of business and shall be administered by the American Arbitration Association in accordance with the American Arbitration Association's Commercial Arbitration Rules, as amended. If such rules are in any way contrary to or in conflict with this Agreement, the terms of this Agreement shall control. Only claims, controversies, or disputes involving Developer or its affiliates may be brought hereunder. No claim for or on behalf of any other developer, or class, representative or association thereof, may be brought by Developer or its affiliates. The parties agree that any actions related to a dispute shall be conducted on an individual basis, and not as part of a common, consolidated or class action.

Arbitration shall be conducted before a single arbitrator. If the parties are unable to agree to a single arbitrator within thirty (30) days of the demand for arbitration, the arbitrator shall be selected in accordance with the Commercial Arbitration Rules of the American Arbitration Association. A demand for arbitration will not operate to stay, postpone or rescind the effectiveness of any termination of this Agreement. The arbitration will take place at Franchisor's corporate offices or at another mutually agreed location. Depositions shall be limited to

a maximum of three per party. Additional depositions may be scheduled only with the permission of the arbitrator, and only for good cause shown. Except with permission of the arbitrator with good cause shown, each deposition shall be limited to a maximum of seven hours' duration, to take place over a single day. All objections are reserved for the arbitration hearing except for objections based upon any applicable privilege, the work product doctrine, and proprietary or confidential information. In all cases, discovery will be conducted and concluded not less than 180 days after the selection of the arbitrator. The final arbitration hearing will begin not later than 60 days after discovery concludes, and will itself conclude not later than 30 days thereafter. The arbitrator will render a decision within 10 days after the conclusion of the final arbitration hearing and will issue a written, reasoned opinion explaining the decision within 30 days after the conclusion of the final arbitration hearing. The parties will use due diligence to meet the foregoing time schedule, and the arbitrator will have the right to impose appropriate sanctions against any party who fails to comply with the agreed-upon time schedule. The arbitrator will use his or her best efforts to comply with the foregoing time schedule, but may unilaterally modify it, if in his or her opinion such modification is necessary for a fair and proper resolution of the dispute. The parties may modify the agreed-upon time schedule by written agreement. The arbitrator will have authority to assess damages sustained by reason of any breach or wrongful termination of this Agreement, but will have no authority to amend or modify the terms of this Agreement. The parties each will bear all of their own costs of arbitration; provided that the arbitration award shall provide that the substantially prevailing party shall recover from the other party its actual costs and expenses (including attorneys' and arbitrator's fees and expenses) incurred in connection with the arbitration. The award of the arbitrator shall be final. Judgment upon the award rendered may be entered and enforced in any court having jurisdiction thereof. After the arbitrator has been selected, the arbitrator will hold a preliminary hearing within 30 days thereafter.

**14.6 Right to Injunctive Relief:** Notwithstanding the above, if Franchisor shall desire to seek specific performance or other extraordinary relief include, but not limited to, injunctive relief under this Agreement, and any amendments thereto, then any such action shall not be subject to arbitration.

**14.7 Cost of Enforcement or Defense:** In addition to any provision for the payment of attorneys' fees and other costs and expenses to Franchisor hereunder in connection with the enforcement of this Agreement, in the event Franchisor is required to employ legal counsel or to incur other expenses to enforce any obligation of Developer hereunder (or any of Developer's guarantors, if applicable), or to defend against any claim, demand, action, or proceeding by reason of the Developer's failure to perform any obligation imposed on Developer by this Agreement, then Franchisor shall be entitled to recover from Developer the amount of all reasonable attorney's

fees of such counsel as it shall employ and all other expenses incurred in enforcing such obligation or in defending against such claim, demand, action, or proceeding.

**14.8 Integration of Dispute Resolution Provisions into Developer's other Development Agreements and Franchise Agreements:** Notwithstanding anything to the contrary in any other Development Agreement or Franchise Agreement that Developer has previously executed with Franchisor, to the fullest extent permitted by law, Developer acknowledges and agrees that the dispute resolution provisions of this Section 14 of this Agreement will control over the dispute resolution provisions of any other earlier Development Agreement or Franchise Agreement executed between the parties in the event of a conflict between the dispute resolution provisions of such earlier agreements and this Agreement to the extent the underlying dispute between the parties encompasses issues arising multiple Rental Stores and multiple Development Agreements and/or Franchise Agreements between Franchisor and Developer.

**15. ACKNOWLEDGEMENTS**

**15.1 Recognition of Business Risks:** Developer acknowledges that it has conducted an independent investigation of the business venture contemplated in this Agreement, and recognizes that the venture involves business risks and that its success will be largely dependent upon the ability of Developer as an independent businessperson. Franchisor expressly disclaims the making of, and Developer acknowledges that it has not received, any representation, warranty or guarantee, express or implied, as to the actual or potential costs or success of the business venture contemplated by this Agreement.

**15.2 Review of Agreement:** Developer acknowledges that it has received, read and understood this Agreement, the Attachments hereto, if any; and that Franchisor has fully and adequately explained the provisions of each to Developer's satisfaction; and that Franchisor has accorded Developer ample time and opportunity to consult with advisors of its own choosing about the potential benefits and risks of entering into this Agreement.

**15.3 Receipt of Franchise Offering Materials:** Developer acknowledges that it received a completed copy of this Agreement, the Attachments hereto, if any, and agreements relating thereto, if any, at least seven (7) calendar days prior to the date on which this Agreement was executed. Developer further acknowledges that it has received the disclosure document required by the Trade Regulation Rule of the Federal Trade Commission, entitled "Disclosure Requirements and Prohibitions Concerning Franchising," and a copy of the agreements and attachments referenced therein at least fourteen (14) calendar days prior to the date on which this Agreement was executed.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement in triplicate on the day and year first above written.

**FRANCHISEE:**

\_\_\_\_\_  
By: \_\_\_\_\_  
Name:  
Title:

**DEVELOPMENT:**

**Rent-A-Center Franchising International, Inc.,**  
a Texas corporation

By: \_\_\_\_\_  
Name: G. Michael Landry  
Title: Vice President – Franchising

**RENT-A-CENTER FRANCHISING INTERNATIONAL, INC.  
DEVELOPMENT AGREEMENT**

**Development Schedule**

<b>Rental Store Number</b>	<b>Date by Which the Rental Store Must be Opened and Continuously Operating for Business in the Development Area</b>	<b>Minimum Cumulative Number of Rental Stores Required to be Open and Continuously Operating for Business in the Development Area</b>
1		1
2		2
3		3
4		4

**Development Area**

The Development Area will consist of the following geographic area:

---



---



---



---

For purposes of determining compliance with the above Development Schedule, only the Rental Stores actually open and continuously operating for business in the Development Area as of a given date will be counted toward the number of Rental Stores required to be open and continuously operating for business.

Franchisor's Initials\_\_\_\_\_

Developer's Initials\_\_\_\_\_

**RENT-A-CENTER FRANCHISING INTERNATIONAL, INC.  
DEVELOPMENT AGREEMENT**

**State Amendments**

Following this page are amendments to the Agreement for the following states:

1. California
2. Hawaii
3. Illinois
4. Maryland
5. New York
6. North Dakota
7. Rhode Island
8. South Dakota
9. Washington

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

## CALIFORNIA

Notwithstanding anything to the contrary set forth in the Agreement, the following provisions shall supersede and apply to all franchises offered and sold in the State of California:

1. Any condition, stipulation or provision in the Agreement which would result in Developer's waiver of compliance with any provision of the California Franchise Relations Act is void to the extent that such contractual provision violates such act.

2. To the extent that Section 14 of the Agreement would otherwise violate California law, such section is amended by providing that all litigation by or between Developer and Franchisor, involving a Rental Store in the State of California, which arises directly or indirectly from the Agreement shall be commenced and maintained in the state courts of California or the United States District Court for California, with the specific venue in either court system determined by appropriate jurisdiction and venue requirements.

**The Franchise Agreement and Area Development Agreement are amended to state the following: "No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise."**

## ILLINOIS

Notwithstanding anything to the contrary set forth in the Agreement, the following provisions shall supersede and apply to all franchises offered and sold in the State of Illinois:

Section 13.1 of the Development Agreement is hereby supplemented to provide that nothing in the Development Agreement or any related agreements is intended to disclaim the express representations made in the Franchise Disclosure Document, its exhibits, and amendments.

Illinois law governs the Franchise Agreement.

In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

Your rights upon termination and non-renewal of an agreement are set forth in Sections 19 and 20 of the Illinois Franchise Disclosure Act.

In conformance with Section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act **or any other law of Illinois** is void.

**No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.**

See the last page for your required signature.

## MARYLAND

Notwithstanding anything to the contrary set forth in the Agreement, the following provisions shall supersede and apply to all franchises offered and sold in the State of Maryland:

1. The general release required as a condition of renewal, sale and or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law. Any provision in the Agreement that would require Developer as part of the Agreement or as a condition of the sale, renewal or assignment of the franchise, to assent to a release which would relieve any person from liability imposed under the provisions of the Maryland Franchise Registration and Disclosure Law is void to the extent that such provision violates such law.

2. All representations in the Development Agreement requiring a Developer to assent to a release, estoppel or waiver of liability are not intended to, nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

3. Any provision in the Agreement which operates to waive Developer's right to file a lawsuit alleging a cause of action arising under the Maryland Franchise Registration and Disclosure Law in any court of competent jurisdiction in the State of Maryland is void to the extent that such provision violates such law. Subject to Section 14.6, claims arising under the Maryland Franchise Registration and Disclosure Law may be brought in any court of competent jurisdiction in Maryland.

4. Section 14.5 of the Agreement is amended by the addition of the following sentence before the last sentence of that section: "Notwithstanding the previous sentence, any and all claims and actions arising under the Maryland Franchise Registration and Disclosure Law shall be

commenced within 3 years from the grant of the franchise, or such claim or action shall be barred.”

**The Franchise Agreement and Area Development Agreement are amended to state the following: “No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.”**

### NEW YORK

Notwithstanding anything to the contrary set forth in the Agreement, the following provision shall supersede and apply to all franchises offered and sold in the State of New York:

1. No release language set forth in the Agreement shall relieve Franchisor or any other person, directly or indirectly, from liability imposed by the laws concerning franchising of the State of New York.

2. Section 7.1 is amended by the addition of the following sentence immediately after the first sentence of that section:

However, no such assignment will be made by Franchisor except to an assignee who, in Franchisor’s good faith judgment, is willing and able to assume Franchisor’s obligations under this Agreement (to the extent assigned).

**The Franchise Agreement and Area Development Agreement are amended to state the following: “No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.”**

### NORTH DAKOTA

Notwithstanding anything to the contrary set forth in the Agreement, the following provisions shall supersede and apply to all franchises offered and sold in the State of North Dakota:

1. Covenants not to compete upon termination or expiration of the Agreement are subject to Section 9-08-

06, N.D.C.C., and may be generally unenforceable in the State of North Dakota.

2. To the extent that Section 14 of the Agreement would otherwise violate North Dakota law, such section is amended by providing that all litigation by or between Franchisor and Developer, involving a franchised business operating in the State of North Dakota, shall be commenced and maintained, at Franchisor’s election, in the state courts of North Dakota or the United States District Court for North Dakota, with the specific venue in either court system determined by appropriate jurisdiction and venue requirements.

3. North Dakota law applies to this transaction and supersedes any conflicting provisions of the Agreement or Texas law.

**The Franchise Agreement and Area Development Agreement are amended to state the following: “No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.”**

### RHODE ISLAND

Notwithstanding anything to the contrary set forth in the Agreement, the following provision shall supersede and apply to all franchises offered and sold in the State of Rhode Island:

1. To the extent that Section 14 of the Agreement would otherwise violate Rhode Island law, such section is amended by providing that all litigation by or between Developer and Franchisor, involving a Rental Store operating in the State of Rhode Island, shall be commenced and maintained, at Franchisor’s election, in the state courts of Rhode Island or the United States District Court for Rhode Island, with the specific venue in either court system determined by appropriate jurisdiction and venue requirements.

**The Franchise Agreement and Area Development Agreement are amended to state the following: “No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any**

document executed in connection with the franchise.”

**WASHINGTON**

Notwithstanding anything to the contrary set forth in the Agreement, the following provisions shall supersede and apply to all franchises offered and sold in the State of Washington.

1. The State of Washington has a statute, RCW 19.100.180, which may supersede the Agreement in Developer’s relationship with the Franchisor including the areas of termination and renewal of Developer’s franchise. There may also be court decisions which may supersede the franchise agreement in Developer’s relationship with the Franchisor including the areas of termination and renewal of Developer’s franchise

2. In any arbitration involving a franchise purchased in Washington, the arbitration site shall be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration, or as determined by the arbitrator.

3. In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW shall prevail.

4. A release or waiver of rights executed by a franchisee shall not include rights under the Washington Franchise Investment Protection Act except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, rights or remedies under the Act such as the right to a jury trial may not be enforceable.

**The Franchise Agreement and Area Development Agreement are amended to state the following: “No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.”**

**FRANCHISEE:**

\_\_\_\_\_

By: \_\_\_\_\_  
Name:  
Title:

**FRANCHISOR:**

**Rent-A-Center Franchising International, Inc.,**  
a Texas corporation

By: \_\_\_\_\_  
Name: G. Michael Landry  
Title: Vice President – Franchising

# **EXHIBIT F**



## STATE ADMINISTRATORS

We intend to register this Disclosure Document as a “franchise” in some or all of the following states, in accordance with the applicable state law. If and when we pursue franchise registration (or otherwise comply with the franchise investment laws) in these states, the following are the state administrators responsible for the review, registration and oversight of franchises in that state:

### CALIFORNIA

Department of Financial Protection and Innovation  
2101 Arena Boulevard  
Sacramento, California 95834  
(916) 445-7205 or Toll Free (866) 275-2677

### HAWAII

Commissioner of Securities  
Department of Commerce and Consumer Affairs  
335 Merchant Street  
Room 203  
Honolulu, Hawaii 96813  
(808) 586-2722

### ILLINOIS

Illinois Attorney General  
Franchise Bureau  
500 South Second Street  
Springfield, Illinois 62706  
(217) 782-4465

### INDIANA

Indiana Secretary of State  
Franchise Section  
302 West Washington, Room E-111  
Indianapolis, Indiana 46204  
(317) 232-6681

### NORTH DAKOTA

Securities Commissioner  
North Dakota Securities Department  
600 East Boulevard Avenue  
State Capitol – 5th Floor  
Bismarck, North Dakota 58505  
(701) 328-2910

### RHODE ISLAND

Department of Business Regulation  
1511 Pontiac Avenue  
John O. Pastore Complex – Building 69-1  
Cranston, Rhode Island 02920  
(401) 277-3048

### SOUTH DAKOTA

Division of Insurance  
Securities Regulation  
124 S. Euclid, Suite 104  
Pierre, South Dakota 57501  
(605) 773-3563

### MARYLAND

Office of the Attorney General  
Securities Division  
200 St. Paul Place  
Baltimore, Maryland 21202-2020  
(410) 576-6360

### MICHIGAN

Department of the Attorney General  
Consumer Protection Division  
Franchise Section  
G. Mennen Williams Building, 1<sup>st</sup> Floor  
525 W. Ottawa Street  
Lansing, Michigan 48913  
(517) 373-7117

### MINNESOTA

Commissioner of Commerce  
Department of Commerce  
85 7th Place East, Suite 280  
St. Paul, Minnesota 55101  
(651) 539-1600

### NEW YORK

Investor Protection Bureau  
NYS Department of Law  
28 Liberty Street, 21<sup>st</sup> Floor  
New York, New York 10005  
(212) 416-8236

### VIRGINIA

Director, Securities and Retail Franchising Division  
State Corporation Commission  
1300 East Main Street  
Richmond, Virginia 23219  
(804) 371-9051

### WASHINGTON

Department of Financial Institutions  
General Administration Building  
Securities Division  
150 Israel Road, S.W.  
Tumwater, Washington 98503  
(360) 902-8760

### WISCONSIN

Division of Securities  
Department of Financial Institutions  
345 W. Washington Avenue, 4<sup>th</sup> Floor  
Madison, Wisconsin 53703  
(608) 266-8559

# **EXHIBIT G**

## AGENTS FOR SERVICE OF PROCESS

We intend to register this Disclosure Document as a “franchise” in some or all of the following states, in accordance with the applicable state law. If and when we pursue franchise registration (or otherwise comply with the franchise investment laws) in these states, we will designate the following state offices or officials as our agents for service of process in those states:

### CALIFORNIA

Department of Financial Protection and Innovation  
2101 Arena Boulevard  
Sacramento, California 95834  
(916) 445-7205 or Toll Free (866) 275-2677

### HAWAII

Commissioner of Securities  
Department of Commerce and Consumer Affairs  
335 Merchant Street, Room 203  
Honolulu, Hawaii 96813  
(808) 586-2722

### ILLINOIS

Illinois Attorney General  
500 South Second Street  
Springfield, Illinois  
(217) 782-4465

### INDIANA

Indiana Secretary of State  
201 State House  
Indianapolis, Indiana 46204  
(317) 232-6681

### NORTH DAKOTA

The Securities Commissioner  
North Dakota Securities Department  
600 East Boulevard Avenue  
State Capitol– 5th Floor  
Bismarck, North Dakota 58505  
(701) 328-2910

### RHODE ISLAND

Director of Department of Business Regulation  
1511 Pontiac Avenue  
John O. Pastore Complex – Building 69-1  
Cranston, Rhode Island 02920  
(401) 277-3048

### SOUTH DAKOTA

Division of Insurance  
Securities Regulation  
124 S. Euclid, Suite 104  
Pierre, South Dakota 57501  
(605) 773-3563

### MARYLAND

Maryland Securities Commissioner  
200 St. Paul Place  
Baltimore, Maryland 21202-2020  
(410) 576-7044

### MICHIGAN

Department of Labor and Economic Growth  
Commercial Services and Corporations Bureau  
611 W. Ottawa Street  
Lansing, Michigan 48909  
(517) 373-7117

### MINNESOTA

The Commissioner of Commerce of Minnesota  
Department of Commerce  
85 7th Place East, Suite 280  
St. Paul, Minnesota 55101  
(651) 539-1600

### NEW YORK

Secretary of State of the State of New York  
41 State Street  
Albany, New York 11231

### VIRGINIA

Clerk of the State Corporation Commission  
1300 East Main Street  
Richmond, Virginia 23219  
(804) 371-9051

### WASHINGTON

Director of Financial Institutions  
Securities Division  
150 Israel Road, S.W.  
Tumwater, Washington 98503  
(360) 902-8760

### WISCONSIN

Commissioner of Securities  
345 W. Washington Avenue, 4<sup>th</sup> Floor  
Madison, Wisconsin 53703  
(608) 266-8559

# EXHIBIT H



# FRANCHISE OWNERS MANUAL

# ▶ TABLE OF CONTENTS

## ▶ Section 1: Introduction (5)

- 6 Hello From RACFI
- 7 How to Use This Manual

## ▶ Section 2: Finance (9)

- 11 Preparing Your Financial Package (CitiBank Financed Franchisees Only)
- 13 Cash Flow
- 15 Insurance Requirements And Options
- 17 Royalties (How Much And When To Pay) | Fees | Penalties
- 18 Accounting Protocols And Procedures
- 19 Financing
- 20 Early Inventory Disposition And Debt Reduction

## ▶ Section 3: Real Estate/Construction (21)

- 23 New Store Procedures
- 24 Market Analysis
- 24 Demographic Map and Sample Report
- 26 Site Selection
- 30 Negotiating the Lease
- 34 Letter of Intent
- 35 Licenses and Permits
- 35 Store Design and Appearance Specifications
- 36 RACFI Specs: The Store Interior | Floor Plan | Plan-O-Gram
- 44 RACFI Required Fixtures: Equipment and Supplies
- 45 Store Fixtures and Graphics [Permanent POP]
- 48 Audio and Video Electronics Wall [AV Wall]
- 48 Computer Display
- 49 Customer Counter
- 50 High Definition Video Source
- 50 Setting up Network and Phone Systems

## ▶ Section 4: Store Vehicles (51)

- 53 Purchasing Your Delivery Vehicle
- 54 Vehicle Graphics
- 54 Department Of Transportation Requirements
- 55 Vehicle Equipment

## ▶ Section 5: Compliance (57)

- 59 RTO State Rules and Regulations
- 60 Setting Up the Rental Agreement
- 62 Club Plans
- 63 Customer Information Security
- 63 Consumer Arbitration

## ▶ Section 6: Point of Sale System (65)

- 67 High Touch
- 68 Hardware
- 70 Software
- 70 Online Payments
- 71 Daily Backups

## ▶ Section 7: Administration (73)

- 75 Staff Planning
- 76 Determining Staffing Level - Staffing Guidelines
- 77 Job Descriptions
- 77 Compensation and Benefits
- 78 Sourcing and Recruiting
- 78 Sample Employment Ads
- 79 Processing Payroll
- 80 Recommended Human Resource Guidelines
- 81 New Hire Paperwork
- 81 Required Federal Postings
- 82 Training Systems
- 83 How to Setup FranConnect
- 84 How to Access | Manage COUPA

## ▶ Section 8: Purchasing | Inventory (85)

- 87 Product Ordering Procedures
- 88 RAC Vendors
- 88 Ordering From an Outside Supplier
- 89 Inventory Pricing
- 90 RAC National Product Service (NPS)

## ▶ Section 9: Marketing (93)

- 95 National Advertising Fund: What it Covers
- 97 Brand Standards
- 97 In-Store Branding
- 98 Local Marketing and Marketing Approval
- 100 Execution: Flyers & Door Hanger Distribution
- 101 Local Store Events
- 102 Grand Opening Plan
- 105 Public Relations
- 107 Community Relations

## ▶ Section 10: Operations (109)

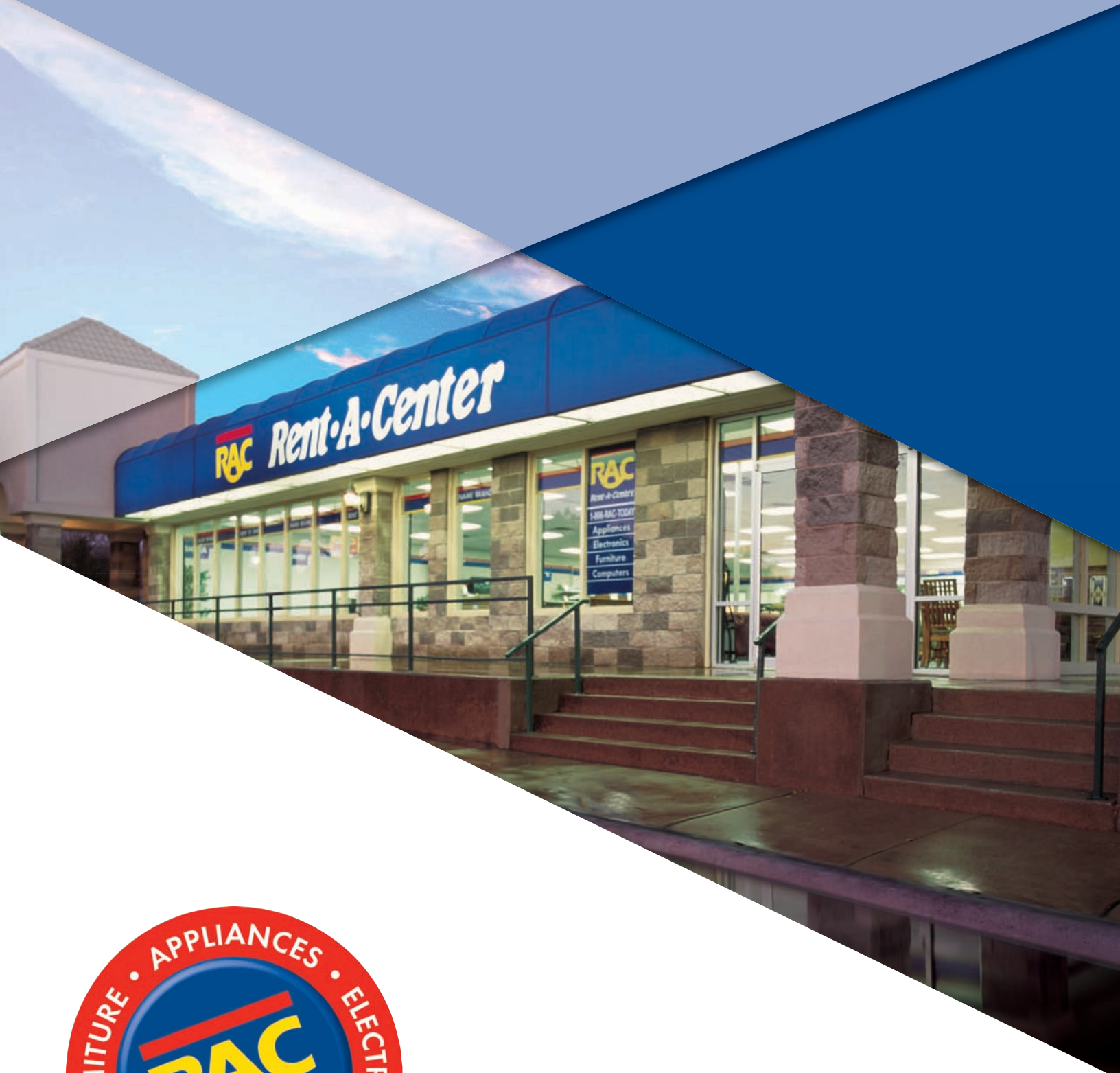
- 111 Key Performance Standards
- 112 Reading the Daily Activity Planner (DAP)
- 112 Monitoring and Managing Daily Performance
- 113 Business Fundamentals

## ▶ Section 11: Franchising (115)

- 117 Franchise Agreements and Notices

## ▶ Section 12: Miscellaneous (119)

- 121 Office Supplies
- 122 Franchise Support Materials
- 123 Franchise Advisory Council (FAC)
- 124 APRO and IFA
- 125 RAC National Convention



franchise policy manual

# TABLE OF CONTENTS



## **INTRODUCTION**

- 4 **Introduction**
- 4 **Confidentiality**
- 5 **How To Use This Manual**

## **SECTION 1: FACILITY MANAGEMENT**

- 6 **Store Layout**
  - 7 Wide Style Store
  - 8 Long Style Store
  - 9 Bowling Alley Style Store
  - 10 Square Style Store
- 11 **Appearance**
  - 11 Store Front
  - 11 Showroom Cleanliness
  - 12 Showroom Merchandising
  - 13 Offices, Backrooms & Non-Customer Areas
- 14 **Uniform Standards**
  - 14 Gentlemen - Acceptable
  - 15 Gentlemen - Unacceptable
  - 16 Ladies - Acceptable
  - 17 Ladies - Unacceptable

## **SECTION 2: RENTAL SALES**

- 18 **Rental Order Form**
  - 19 Completing The Rental Order Form
  - 20 Verifying The Rental Order
- 22 **The Rental Agreement**
  - 23 Acquiring Ownership
    - Payment Protection Plan/Reinstating An Agreement
- 24 **Point Of Sale (POS) System/High Touch**
- 25 **Referrals**
- 25 **Price Matching**

## **SECTION 3: ACCOUNT MANAGEMENT**

- 26 **Company Standards**
  - 26 Prohibited Communication
  - 27 Third Party Communication
  - 28 Harassment
  - 28 Field Conduct
- 29 **Federal Fair Debt Collection Practices Act**
  - 29 State Specific FDCPA's
  - 30 Bankruptcy

## **SECTION 4: CUSTOMER SERVICE**

- 31 **Delivery Protocol**
  - 31 Scheduling The Delivery
  - 33 After The Delivery
  - 33 Carry Out
- 34 **Service Calls**
  - 34 Troubleshooting
  - 35 Conducting The Service Call
  - 35 After Service is Complete
- 36 **Loaner Program**
  - 36 Loaner Agreement
- 37 **Product Returns**
  - 38 After Service Is Complete
  - 39 Pick-Ups From Field Visit
- 40 **Adverse Situations**
- 41 **Liability Damage Waiver**
- 42 **Customer Feedback**

## **SECTION 5: ADMINISTRATION**

- 43 **Coworkers**
  - 43 HR Compliance
  - 44 Coworkers: Scheduling Of Staff
- 44 **File Retention**





44 Organizational Binders  
 46 Daily Recap  
 46 Customer File Retention  
 48 **Financial Management**  
 48 Daily Cash Management & Security  
 49 Fraudulent Payments  
 51 Cash Drawer & Safe

**SECTION 6: INVENTORY MANAGEMENT**  
 53 **New Inventory**  
 53 Product Orders  
 54 Receiving Merchandise  
 55 Freight Damage  
 56 Damage/Shorted Product Credit Procedure  
 57 Unpacking And Setting Up New Inventory  
 58 Price Tags  
 59 **Used Inventory**  
 59 Refurbishment  
 59 Product Service And Repair  
 60 Terming Matrix  
 62 **Monitoring Inventory**  
 62 Reconciling Inventory  
 63 Monitor Loaner Agreements  
 63 Monitor In Service Items  
 64 Idle Inventory Guidelines

**SECTION 7: MARKETING & ADVERTISING**  
 65 **Authorized Use Of Logo/Brand Standards**  
 68 **Advertising Approval**  
 68 **Business Card Policy**  
 68 **National Advertising**  
 69 **Local Store Marketing and Events**  
 70 Editable PDF Flyers

70 **Public & Community Relations**  
 70 Third Party Media Inquires

**SECTION 8: STORE VEHICLES**  
 71 **Operation**  
 71 Vehicle Safety  
 73 Vehicle Orientation  
 74 Vehicle Daily Operations  
 75 Vehicle Cleanliness  
 76 **Maintenance**  
 76 Daily Vehicle Inspection  
 76 Weekly Vehicle Inspection  
 77 Vehicle Prevention Maintenance

**SECTION 9: COMMUNICATIONS, RESOURCES & TRAINING**  
 79 **RACFI Communications**  
 79 Contact Information  
 79 FranConnect  
 80 Corporate Office Communications  
 80 Franchise Consultants  
 81 **Training**  
 81 RAC Training Program For New Coworkers  
 81 Rent-To-Own University  
 82 **Glossary**  
 86 **Index**

# **EXHIBIT I**

## GENERAL RELEASE

This General Release ("General Release") is entered into effective as of \_\_\_\_\_ 20\_\_\_\_, ("Effective Date") between Rent-A-Center Franchising International, Inc. with its principal place of business at 5501 Headquarters Drive, Plano Texas 75024 ("Franchisor") and \_\_\_\_ ("Franchisee"), with its principal place of business at \_\_\_\_\_ ("Franchisee's Principal Owner"). Defined terms not otherwise defined herein will have the meaning in the Development Agreement and/or Franchise Agreements in effect between Franchisor and Franchisee and their respective affiliates at any time up to and including the date of this General Release (collectively, the "Agreements").

1. Recitals: Franchisee and Principal Owner wish to [exercise a right granted to it by Franchisor in its current franchise agreement to renew its franchise for an additional term] OR [exercise a right granted to it by Franchisor in its development agreement to execute a new franchise agreement for a new Rental Store] OR [exercise a right granted to it by Franchisor in its current franchise agreement to transfer its franchise to a third party] OR [open an additional rental store whereby Franchisor co-guarantees the financing]; and a pre-condition to the exercise of such right is the execution of this General Release.

2. Release of Franchisor and Related Parties. Franchisee and Franchisee's Principal Owners, for themselves and on behalf of their current and former officers, directors, shareholders, partners, members, managers, affiliates, agents, attorneys, representatives, predecessors, successors and assigns (collectively, the "Franchisee Releasing Parties"), absolutely and unconditionally waive, release and forever discharge Franchisor, and Franchisor's current and former officers, directors, shareholders, partners, members, managers, affiliates, parent company, agents, attorneys, representatives, predecessors, successors and assigns (collectively, the "Franchisor Released Parties"), from all claims, demands, obligations, liabilities, actions, and causes of actions whatsoever, in law or equity, that any Franchisee Releasing Party has, ever had or may in the future have arising under or related to the Franchise, the Agreements, the Rental Stores or any other related or unrelated agreements, matters, dealings or relationships between the Franchisor Released Parties and the Franchisee Releasing Parties, whether known or unknown, that occurred on or before the Effective Date. Franchisee and Franchisee's Principal Owner agree and stipulate that it is their intent for this General Release to be construed by any court or arbitrator as broad as the law will allow.

3. Covenant Not to Sue. The Franchisee Releasing Parties agree not to commence any proceeding of any nature against the Franchisor Released Parties based on any claim, demand, agreement, obligation, liability or cause of action whatsoever, in law or equity, that has been released pursuant to Section 2 above. The Franchisee Releasing Parties represent and warrant that they have not assigned to anyone any claim related to the claims described in Section 2 that may now or subsequently be asserted against the Franchisor Released Parties.

4. Independent Counsel/Voluntary Action. Franchisee and Franchisee's Principal Owners represent and warrant to Franchisor that each of them has consulted with independent legal counsel and other professional advisors of their choice with respect to this Release and has concluded on its or his own behalf that the provision of this General Release serves its or his own best interests. Franchisee and Franchisee's Principal Owners confirm that it or he or she voluntarily entered into this Release of its or his or her own free will and without undue pressure from any source or reliance on any representation or statement of any kind that is not set forth or expressly referred to in this Release.

5. Counterparts. This General Release may be executed in multiple counterparts, all of which shall together be deemed to constitute one final agreement, and each such counterpart shall be deemed to be an original, binding the party who subscribed it. A signature transmitted by fax shall be deemed an original signature that is effective and binding for all purposes.

6. Severability. The provisions of this General Release are severable, and, in the event that any of them is held void an unenforceable as a matter of law, the remainder shall continue in full force and effect.

7. Governing Law; Jurisdiction and Venue. This General Release will be governed by and interpreted and enforced in accordance with the laws of the State of Texas, disregarding its conflicts of laws

principles. The parties mutually agree that jurisdiction and venue to adjudicate any dispute that arises under or with respect to this Release will lie exclusively with and in the state and federal courts sitting in Collin County, Texas; provided that to the extent the underlying dispute includes matters relating to the Agreements, the dispute will be subject to arbitration in accordance with the terms and conditions of the Agreements and the exclusive venue for any such arbitration will be in Collin County, Texas to the exclusion of all other locations.

EXECUTED AND DELIVERED as of the Effective Date.

**FRANCHISEE:**

\_\_\_\_\_

By: \_\_\_\_\_  
Name:  
Title:

**FRANCHISEE'S PRINCIPAL OWNER:**

\_\_\_\_\_  
Name: \_\_\_\_\_, individually

\_\_\_\_\_  
Name: \_\_\_\_\_, individually

**ACKNOWLEDGED AND ACCEPTED BY FRANCHISOR:**

**FRANCHISOR:**

**Rent-A-Center Franchising International, Inc.,**  
a Texas corporation

By: \_\_\_\_\_  
Name: G. Michael Landry  
Title: Vice President – Franchising

# **EXHIBIT J**



## ACIMA CONSIGNMENT AGREEMENT

This Acima Consignment Agreement (the “Agreement”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2024 (the “Effective Date”), by and between: (i) Rent-A-Center Franchising International, Inc., a Texas corporation (“Franchisor”); and (ii) \_\_\_\_\_ (“Franchisee”).

### **BACKGROUND**

A. Franchisor is a franchisor of rent-to-own stores that offer name-brand furniture, electronics, appliances and computers to consumers through flexible rental purchase agreements that provide the consumer the option to obtain ownership of the merchandise (each, a “Store”) operating under the trademark “Rent-A-Center” (the “Proprietary Mark”).

B. Franchisor and Franchisee entered into one or more franchise agreements pursuant to which Franchisee obtained the right and undertook the obligation to operate a Store or group of Stores (the “Franchised Business”) at the locations described in the Franchise Agreement. For purposes of this Agreement, subsequent reference to the “Franchise Agreement” shall mean and refer to the franchise agreement and any subsequent amendments for each Store as defined in the Franchise Agreement(s). Contemporaneous with the execution of the Franchise Agreement, Guarantor executed a personal guaranty pursuant to which Guarantor agreed to guarantee Franchisee’s performance under the Franchise Agreement.

C. Franchisor has elected to offer Franchisee the opportunity to participate in a program whereby Franchisor will transfer ownership of select Acima (“Acima”) merchandise to Franchisee under the terms of this Agreement (the “Acima Consignment Program”).

D. Franchisee has requested the right to participate in the Acima Consignment Program at the Franchised Business and Franchisor wishes to permit Franchisee to participate in the Acima Consignment Program pursuant to the terms and conditions of this Agreement. The Stores Franchisee has elected to participate in the Acima Consignment Program are set forth on Exhibit “A.”

### **AGREEMENT**

In consideration of the mutual promises and covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, and intending to be legally bound, the parties agree as follows:

1. **Grant and Acceptance.** Subject to the terms of this Agreement, Franchisor hereby permits Franchisee to participate in the Acima Consignment Program pursuant to the terms of this Agreement and the Franchise Agreement, all of which are hereby incorporated by reference, except to the extent such terms and conditions are expressly modified by this Agreement. The parties agree Franchisee will use the Proprietary Mark only as authorized under the Franchise Agreement or as modified in this Agreement.

2. **Term.** Subject to Franchisor’s rights set forth in Section 3 below, the rights granted under this Agreement shall commence on the Effective Date and shall continue through the term of the Franchise Agreement, or, if Franchisee has executed multiple franchise agreements with Franchisor, through the term of the last franchise agreement to expire or be terminated. The obligations of Franchisee set forth in paragraphs 6 and 7 below shall survive expiration/termination of this Agreement and continue until all Acima Consignment Inventory is depleted and all Acima Consignment Gross Revenue is received.

3. No Vested Right. Franchisee shall have no vested right in the continuation of the Acima Consignment Program and Franchisor retains the right to terminate the Acima Consignment Program at its sole discretion.

4. Compliance with Franchise Agreement. Franchisee acknowledges that its participation in the Acima Consignment Program is subject to Franchisee remaining in full compliance with the Franchise Agreement and that Franchisor may (a) terminate this Agreement if Franchisee is in default under the Franchise Agreement or (b) suspend Franchisee's participation in the Acima Consignment Program during periods in which Franchisee is not in full compliance with the Franchise Agreement. Likewise, Franchisee's failure to comply with the terms of this Agreement shall constitute a default under the Franchise Agreement for each Store that is not in compliance with the terms of this Agreement.

5. Transfer of Ownership of "Acima Consignment Inventory" to Franchisee. Franchisor, at its sole discretion, will transfer ownership to Franchisee of certain merchandise owned by Franchisor's affiliate, Acima, which may either be returned inventory or inventory retained by customers of Acima who have failed to renew their rental-purchase agreements or return the merchandise as required by the terms of the rental-purchase agreements (the "Consignment Inventory"). Franchisee agrees to accept the Consignment Inventory and to offer the Consignment Inventory to Franchisee's customers in the ordinary course of Franchisee's operations. Franchisee has the sole discretion to determine pricing and/or terms of any subsequent rental or sale of the Consignment Inventory.

6. Reporting of Acima Consignment Rental Revenue and Gross Revenue. During the term of the Acima Consignment Program, Franchisee will be required to accurately report all rental revenue received by Franchisee derived from the Consignment Inventory (the "Acima Consignment Rental Revenue"), but in a report separate from the Gross Revenue derived from all other products and services sold at or from the Franchised Business. For purposes of this Agreement, "Acima Consignment Rental Revenue" means the aggregate amount of all sales and rental revenue received from Consignment Inventory during the operation of the Acima Consignment Program, including sales made at or away from the Franchised Business, whether for cash or credit, but excluding all federal, state or municipal sales, use, or service taxes collected from customers and paid to the appropriate taxing authority. "Gross Revenue" shall have the same definition as set forth in the Franchise Agreement. All Acima Consignment Rental Revenue shall be reported to Franchisor as part of Gross Revenue and subject to Franchisee's obligation to pay royalty.

7. Payment for Consignment Inventory. Franchisor will provide the Consignment Inventory to Franchisee for no initial payment, but will retain a vested right to receive 25% of the Acima Consignment Rental Revenue generated from any sale or rental of the Consignment Inventory. Franchisee shall remit 25% of the Acima Consignment Rental Revenue to Franchisor contemporaneously with any other payments due to Franchisor under the Franchise Agreement.

8. Operation at Franchisee's Sole Expense. Franchisee acknowledges and agrees that it shall receive all Consignment Inventory in as-is condition and that its participation in the Acima Consignment Program is at its sole expense, including, but not limited to, any costs of recovery and/or reconditioning of Consignment Inventory, servicing/repair of Consignment Inventory, logistics, purchasing its own supplies and covering all expenses related to advertising or otherwise operating Franchisee's business. Franchisee also acknowledges and agrees that Franchisor does not warrant or guarantee that Franchisee will receive any benefit from the Acima Consignment Program.

9. Advertising. Franchisee may use advertising materials in connection with the Acima Consignment Program it has prepared if the materials (a) comply with the requirements of the Franchise Agreement, (b) are completely clear and factual and not misleading, and (c) conform to the highest standards of ethical marketing and promotion policies which Franchisor has the right to prescribe. Before use, Franchisee must submit to Franchisor for approval all press releases and policy statements and samples of all local advertising, marketing and related materials.

10. New Concepts. Franchisee must fully and promptly disclose to Franchisor, all ideas, concepts, methods and techniques relating to recovery, receipt, rental and/or management of Consignment Inventory or

related services conceived or developed by Franchisee and/or its employees during the term of the Acima Consignment Program. Franchisee agrees that Franchisor shall have the perpetual right to use and authorize other Stores to use such ideas, concepts, methods and techniques and, if incorporated for the development and/or operation of Stores, such ideas, concepts, methods and techniques shall become Franchisor's sole and exclusive property without any consideration to Franchisee, subject to Franchisee's continued right to use such ideas, concepts, methods and techniques to the extent consistent with Franchisor's system.

11. Arbitration and Governing Law. This Agreement is subject to the Arbitration provision set forth in the Franchise Agreement and shall be governed by and construed and enforced in accordance with the laws of Texas without regard to its conflict of laws principles and subject to the venue provisions set forth in the Franchise Agreement.

12. Confidentiality. The parties shall maintain the confidentiality of this Agreement and shall not disclose the terms of this Agreement to any person or persons except their professional advisors for legitimate business purposes, or otherwise as required by law. The parties agree that they shall refrain from making any untrue or derogatory statements concerning one another and their present and former officers, employees, shareholders, directors, agents, attorneys, servants, franchisees, representatives, successors and assigns in any forum or medium, including but without limitation: (i) forums or posting boards on the Internet; (ii) blogging; (iii) trade shows or any other convention; or (iv) any other traditional medium, written or otherwise.

13. Attorneys' Fees and Costs. If any party institutes any legal proceeding to enforce any obligation or interpret the terms of this Agreement, Franchisor shall be entitled to recover all costs, including reasonable attorneys' fees, incurred in connection with such proceeding.

14. Enforceability. If any part or provision of this Agreement or its application to any party or circumstance is held by any rule of law, administrative order, arbitration order, or public policy to be invalid, illegal or unenforceable to any degree or extent, the validity, legality and enforceability of the rest and remainder of this agreement and the application of that provision or term to that party or other parties or to that or other circumstances is not affected or impaired in any way and is to be enforced to the maximum and fullest extent and degree permitted by the applicable law.

15. Entire Agreement. This Agreement and the Franchise Agreement contain the entire agreement of the parties with regard to the subject matter hereof.

16. Waiver; Amendment. Any agreement on the part of a party to any extension or waiver of any provision hereof shall be valid only if set forth in an instrument in writing signed on behalf of such party. A waiver by a party of the performance of any covenant, agreement, obligation, condition, representation or warranty shall not be construed as a waiver of any other covenant, agreement, obligation, condition, representation or warranty. A waiver by any party of the performance of any act shall not constitute a waiver of the performance of any other act or an identical act required to be performed at a later time. This Agreement may not be amended, modified or supplemented except by written agreement of the parties.

17. Captions. The titles, captions and table of contents contained herein are inserted herein only as a matter of convenience and for reference and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof.

18. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall for all purposes be deemed to be an original and all of which, when taken together, shall constitute one and the same instrument. This Agreement may be executed and delivered by facsimile or other electronic transmission.



**IN WITNESS WHEREOF**, the parties hereto have fully executed, sealed, and delivered this Agreement on the day and year first above written.

**FRANCHISOR:**

RENT-A-CENTER FRANCHISING INTERNATIONAL, INC.  
a Texas corporation

By: \_\_\_\_\_  
Name: G. Michael Landry  
Title: Vice President -Franchising

**FRANCHISEE:**

By: \_\_\_\_\_  
Name:  
Title:

## State Effective Dates

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the states, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

This document is effective and may be used in the following states, where the document is filed, registered, or exempt from registration, as of the Effective Date stated below:

<b>State</b>	<b>Effective Date</b>
California	Exempt
Florida	Effective
Hawaii	Pending Registration
Illinois	Exempt
Indiana	Exempt
Maryland	Exempt (Pending)
Michigan	Effective
New York	Exempt (Pending)
North Dakota	Pending Registration
Rhode Island	May 2, 2024
South Dakota	April 25, 2024
Utah	Effective
Virginia	June 18, 2024
Washington	Exempt

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate and sale of business opportunities or seller-assisted marketing plans.

# **EXHIBIT K**

**ITEM 23**  
**RECEIPT**

This Disclosure Document summarizes provisions of the Franchise Agreement and other information in plain language. Read this Disclosure Document and all agreements carefully.

If Rent-A-Center Franchising International, Inc. offers you a franchise, Rent-A-Center Franchising International, Inc. must provide this Disclosure Document to you at least 14 calendar days before you sign a binding agreement or make a payment to us in connection with the proposed franchise sale. Under Michigan, Washington and Wisconsin law, Rent-A-Center Franchising International, Inc. must provide this Disclosure Document to you 10 business days before signing any contract or making any payment relating to the franchise relationship. Under New York, Oklahoma and Rhode Island law, Rent-A-Center Franchising International, Inc. must provide this Disclosure Document to you at the earliest of the first personal meeting or 10 days before signing any contract or making any payment relating to the franchise relationship. Under Iowa law, Rent-A-Center Franchising International, Inc. must provide this Disclosure Document to you at the earliest of the first personal meeting or 14 days before signing any contract or making any payment relating to the franchise relationship.

If Rent-A-Center Franchising International, Inc. does not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the applicable state agency listed in *Exhibit F*.

The franchise sellers are G. Michael Landry, 5501 Headquarters Drive, Plano, Texas, 75024; (972) 403-4905 and/or \_\_\_\_\_.

Issuance Date: April 12, 2024.

We authorize the agents listed in *Exhibit G* to receive service of process for us.

I have received a Franchise Disclosure Document dated April 12, 2024.

This Disclosure Document included the following Exhibits:

- |                                       |   |
|---------------------------------------|---|
| A. State Addenda                      | H. Table of Contents of the RAC Franchise Owner's Manuals |
| B. List of Franchisees and Developers | I. Current Sample Form of General Release                 |
| C. Financial Statements               | J. Acima Consignment Agreement                            |
| D. Franchise Agreement                | K. Receipts   |
| E. Development Agreement              |   |
| F. State Administrators               |   |
| G. Agents for Service of Process      |   |

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Prospective Franchisee Name (printed)

**[KEEP THIS COPY FOR YOUR RECORDS]**

**ITEM 23**  
**RECEIPT**

This Disclosure Document summarizes provisions of the Franchise Agreement and other information in plain language. Read this Disclosure Document and all agreements carefully.

If Rent-A-Center Franchising International, Inc. offers you a franchise, Rent-A-Center Franchising International, Inc. must provide this Disclosure Document to you at least 14 calendar days before you sign a binding agreement or make a payment to us in connection with the proposed franchise sale. Under Michigan, Washington, and Wisconsin law, Rent-A-Center Franchising International, Inc. must provide this Disclosure Document to you 10 business days before signing any contract or making any payment relating to the franchise relationship. Under New York, Oklahoma and Rhode Island law, Rent-A-Center Franchising International, Inc. must provide this Disclosure Document to you at the earliest of the first personal meeting or 10 days before signing any contract or making any payment relating to the franchise relationship. Under Iowa law, Rent-A-Center Franchising International, Inc. must provide this Disclosure Document to you at the earliest of the first personal meeting or 14 days before signing any contract or making any payment relating to the franchise relationship.

If Rent-A-Center Franchising International, Inc. does not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the applicable state agency listed in *Exhibit F*.

The franchise sellers are G. Michael Landry, 5501 Headquarters Drive, Plano, Texas, 75024; (972) 403-4905 and/or \_\_\_\_\_.

Issuance Date: April 12, 2024.

We authorize the agents listed in *Exhibit G* to receive service of process for us.

I have received a Franchise Disclosure Document dated April 12, 2024.

This Disclosure Document included the following Exhibits:

- |                                       |   |
|---------------------------------------|---|
| A. State Addenda                      | H. Table of Contents of the RAC Franchise Owner's Manuals |
| B. List of Franchisees and Developers | I. Current Sample Form of General Release                 |
| C. Financial Statements               | J. Acima Consignment Agreement                            |
| D. Franchise Agreement                | K. Receipts   |
| E. Development Agreement              |   |
| F. State Administrators               |   |
| G. Agents for Service of Process      |   |

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Prospective Franchisee Name (printed)

**[Please sign this copy of the Receipt, date your signature and return it to us]**