FRANCHISE DISCLOSURE DOCUMENT

RENT-A-CENTER FRANCHISING INTERNATIONAL, INC.
a Texas Corporation
5501 Headquarters Drive
Plano, Texas 75024
(800) 422-8186
www.rimtyme.com

The franchises described in this Disclosure Document are for rental businesses which provide "rental purchase" and retail sales programs for a specialized inventory of vehicle wheels, tires and related services as well as the sale of related accessories (each a "**RimTyme Rental Store**").

The total investment necessary to begin operation of each RimTyme Rental Store ranges from $473,100 to $802,000. This amount includes $225,000 to $337,000 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 RimTyme 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 $480,600 to $824,500, which includes $225,000 to $342,000 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 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 21, 2026

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
How much can I earn?	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.
How much will I need to invest?	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.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit C includes financial statements. Review these statements carefully.
Is the franchise system stable, growing, or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
Will my business be the only RimTyme Rental Store business in my area?	Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
Does the franchise have a troubled legal history?	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What's it like to be a RimTyme Rental Store franchisee?	Item 20 or Exhibit B lists current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	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 investment 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 not 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 Resolution.** 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. It may also cost you more to arbitrate or litigate with us in Texas than in your own state.

2. **Supplier Control.** You must purchase all or nearly all inventory and supplies necessary to operate your business from franchisor, its affiliates, or from suppliers that franchisor designates at prices that may be higher than you could obtain elsewhere for the same or similar goods. This may reduce the anticipated profits of your franchised 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.

THE FOLLOWING PROVISIONS APPLY ONLY TO TRANSACTIONS GOVERNED BY THE MICHIGAN FRANCHISE INVESTMENT LAW

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:

(a) A prohibition on the right of a franchisee to join an association of franchisees.

(b) 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.

(c) 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.

(d) 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 franchise business are not subject to compensation. This subsection applies only if: (i) the term of the franchise is less than 5 years and (ii) 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, or 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 franchise.

(e) 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.

(f) 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.

(g) 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:

(1) The failure of the proposed transferee to meet the franchisor's then current reasonable qualifications or standards.

(2) The fact that the proposed transferee is a competitor of the franchisor or subfranchisor.

(3) The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.

(4) 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.

(h) 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 to 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).

(i) 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 services.

If the franchisor's most recent financial statements are unaudited and show a net worth of less than $100,000.00, the franchisee may request the franchisor to arrange for the escrow of initial investment and other funds paid by the franchisee until the obligations, if any, of the franchisor to provide real estate, improvements, equipment, inventory, training or other items included in the franchise offering are fulfilled. At the option of the franchisor, a surety bond may be provided in place of escrow.

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:

Michigan Department of Attorney General
Corporate Oversight Division – Franchise Section
525 W. Ottawa Street
G. Mennen Williams Building, 5th Floor
Lansing, Michigan 48913
(517) 335-7567

Notwithstanding paragraph (f) above, we intend to enforce fully the provisions of the arbitration section of our Franchise Agreement. We believe that paragraph (f) is unconstitutional and cannot preclude us from enforcing our arbitration provision. If you acquire a franchise, you acknowledge that we will seek to enforce that section as written, and that the terms of the Franchise Agreement will govern our relationship with you, including the specific requirements of the arbitration section.

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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 "RimTyme" since March 2007.. As of December 31, 2025, there were 324 Rent-A-Center franchised stores, and 29 RimTyme franchised stores. Except as described below, we do not do business under any name other than RimTyme or Rent-A-Center, 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, 2025, Rent-A-Center operated approximately 1,672 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, 2025, Rent-A-Center operated 324 rent-to-own stores in Mexico. Together, RAC Franchising and Rent-A-Center represent 2,131 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 RimTyme businesses providing a specialized inventory of wheel and tire rental products, to be offered to consumers under a rental purchase program. RimTyme businesses also engage in retail sales of accessory products. All RimTyme 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**" or "**Rental Store**."

If we approve, you (meaning and including individuals, 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 Rental Store 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 Rental Stores, at the times and geographic areas listed in the development schedule which will be a part of the Development Agreement. Individuals or entities signing a Development Agreement will be referred to as "**Developer**." If you are a Developer, you will sign a separate Franchise Agreement for each Rental Store 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. A secondary market, but significant part of the business, is expected to be "cash sales" to customers who want to purchase products.

The wheel and tire rental market is a developing market, but is highly competitive in some areas; 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 in a free-standing building; 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.

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

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

Vice President of Franchising: Craig Olson

Mr. Olson has been our Vice President of Franchising since April, 2026. Previously, he was the Director of Latin America and Caribbean Licensees for Avis Budget Group, located in Dania, Florida, from April 2017 through March 2026.

Director of Franchise Operations: Marcus Delacruz

Mr. Delacruz has been our Director of Franchise Operations in Plano, Texas since August, 2025. Previously he was our Franchise Business Consultant in Plano, Texas from October, 2020 through July, 2025. Previously he was the Regional Director of our Parent in Plano, Texas from November, 2015 through September, 2020.

Director of Franchise Operations: Fabio Silva

Mr. Silva has been our Director of Franchise Operations since April, 2024. Prior to that he was our Franchise Business Consultant from June, 2020 to March, 2024. Mr. Silva was the District Manager and Regional Director for our Parent from May 2010 until June, 2020.

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.

ITEM 3
LITIGATION

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 Karnette 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 Rent-A-Center 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. On February 21, 2020, the FTC notified the Company that it had accepted for public comment an Agreement Containing Consent Order ("Agreement"). The public comment period closed on March 26, 2020.

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.

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

ITEM 4
BANKRUPTCY

No bankruptcy is required to be disclosed in this Item.

ITEM 5
INITIAL FEES

Franchise Agreement

Your initial franchise fee will vary. If you are a new franchisee, you will pay an initial franchise fee of $25,000 for your 1st franchise and $15,000 for any additional franchises you purchase. In our sole discretion, we may discount the initial fee for the first franchised RimTyme store that an existing Rent-A-Center franchisee opens. The entire initial franchise fee is fully earned and non-refundable and is payable in a lump sum.

IT and Telecommunications

You will be required to purchase certain IT and Telecommunications equipment from us, or a 3rd 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/Equipment

You will be required to purchase inventory prior to the opening of your Store. The total cost of initial inventory for a new store will range from $210,000 to $300,000.

Development Agreement

If you sign a Development Agreement, you will pay a development fee of $7,500 multiplied by the number of Rental Stores to be developed, as set forth in the Development Schedule accompanying the Development Agreement. We will determine the number of Stores to be developed based on the particular characteristics of your Development Area, including such factors as total population, density of population and demographic studies. We will credit $7,500 of your development fee against the applicable franchise fee due under each Franchise Agreement for each rental store you open. 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 Development Agreement.

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.

ITEM 6
OTHER FEES

NAME OF FEE	AMOUNT	DATE DUE	REMARKS
Royalty	4% of Gross Rental Payments and Sales	Payable the 10th day of each month on prior month's Gross Rental Payment and Sales or as otherwise provided in the Manuals.	See Note 5 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	Up to 3% of Gross Rental Payments and Sales. The current contribution is $1,800 per month.	Paid in the same manner and at the same time as the Royalty.	See Item 11 for additional details.
Training Fee	None for the initial training of you and your manager. Our expenses for initial training of any manager hired after the Rental Store opens (currently estimated at $1,000).	On demand.	See Item 11 for additional details.
Intranet Fee	Up to $350 per year, per Store, currently $200 per year per store.	Invoiced on January 15th annually.	See Item 11 for additional details.
Software Fees	$504 per month per Rental Store for VersiRent software license and related fees.	Monthly.	See Item 11 for an explanation of our required hardware and software and associated fees. Payable to VersiRent.
Transfer Fee	$5,000	On or before date of transfer.	No transfer fee is required for a transfer to a current RimTyme franchisee.
Renewal Fee	$2,500	At the time of renewal.	
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.

NAME OF FEE	AMOUNT	DATE DUE	REMARKS
Supply Services Fee	0 to 5% of purchase price for product purchase.	As incurred.	Fee relates to assistance we provide concerning product purchases, including ordering, billing, and accounting assistance. Use of our Supply Services are optional, but you must purchase approved products only from approved suppliers. See Item 8 for additional details.
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 Royalty and/or Advertising Fee	5% per month as long as delinquent.	As incurred.	Late fee applies to any fee owed which is not paid within 30 days of the invoice.
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.
Cost of Enforcement or Defense	Costs including attorneys' fees.	On demand.	You must reimburse us if we must enforce the Franchise Agreement or defend against an action due to your (or your guarantor's) breach.

NOTES:

1. Except for local advertising or local cooperative expenses, all fees are imposed by and payable to us. Unless otherwise stated, all fees are uniformly imposed.

2. All fees are non-refundable.

3. At present, there are no regional advertising cooperatives. See Item 11 of this Disclosure Document for more information about your advertising obligations and our right to form advertising cooperatives and an advertising and promotional fund.

4. Your monthly royalty fee is 4% of Total Gross Rental Payments and Sales.

5. 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. Gross Rental Payments and Sales shall include all revenue from the distribution of any products sold by you at wholesale or any other arrangement where such products are not offered for sale or lease to the general public at your Rental Store. 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, Gross Rental Payments and Sales includes only your agent fees if we have approved your service in this regard.

6. There are currently no cooperatives. Any Rental Stores owned by us will participate in a cooperative and have voting power on the same basis as franchised Rental Stores.

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 [1/]	$15,000	$25,000	As arranged	On signing the Franchise Agreement	Us
General Contractor Costs [2/]	$74,000	$175,000	As arranged	As incurred	General Contractor
Real Estate [3/]	$5,750	$25,000	As arranged	Monthly	Landlord
Soft Costs [4/]	$5,000	$15,000	As arranged	As incurred	Attorney, Architect and/or Consultant
Furniture, Fixture & Equipment Costs [5/]	$16,550	$35,000	As arranged	As incurred	Suppliers
Delivery Vehicle [6/]	$2,000	$5,000	As arranged	At purchase	Manufacturer, finance company
Insurance [7/]	$1,000	$1,500	As arranged	Monthly	Insurers
Outdoor Signage [8/]	$7,800	$14,500	As arranged	As incurred	Suppliers
Training [9/]	$1,000	$2,500	As arranged	As incurred	Suppliers of transportation, food, and lodging
Computer Installation and Training [10/]	$6,000	$12,500	As arranged	As incurred	Suppliers
IT & Telecommunications Costs [11/]	$4,000	$12,000	As arranged	As incurred	Suppliers, Us
Loss Prevention Costs [12/]	$5,000	$15,000	As arranged	As incurred	Suppliers
Opening Promotion and Initial Advertising [13/]	$20,000	$25,000	As arranged	As incurred	Suppliers
Security and Utility Deposits [14/]	$5,000	$9,000	As arranged	As incurred	Landlord and Utility Companies
Additional Funds for First 12 Months [15/]	$95,000	$130,000	As arranged	As incurred	Employees, suppliers, professionals, etc.

TYPE OF EXPENDITURE	AMOUNT		METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS MADE
	LOW ESTIMATE	HIGH ESTIMATE			
Inventory Expenses [16/]	$210,000	$300,000	As arranged	As incurred	Suppliers, Us and/or Our Affiliate
TOTAL:	**$473,100**	**$802,000**			

NOTES:

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

1. Franchise Fee. – If you are a new franchisee, you will pay an initial franchise fee of $25,000 for your 1st franchise and $15,000 for any additional franchises you purchase. The 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 $175,000 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 6,000 to 10,000 square foot location. The estimated rent of $10 to $25 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) for a total estimate rent of $11.50 to $30.00 per square foot. 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.

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.

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

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

12. 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.

13. 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 social media costs, radio remotes, shared mail, solo mail, door hangers, etc. 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.

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

15. 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.

16. Inventory Expenses – You should anticipate an opening inventory expense, in cash or line of credit, in the range of $210,000 to $300,000 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[1/]

TYPE OF EXPENDITURE	AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS MADE
Development Fee [2/]	$15,000 to $30,000	As arranged	On signing the Development Agreement	Us
Initial Investment to Open Initial Rental Store	$465,600 to $794,500	See Franchise Agreement Chart in this Item 7.		
TOTAL	**$480,600 to $824,500**	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 $7,500 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). 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 $7,500 (because $7,500 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

You do not have to purchase or lease goods, services, computer hardware and software, supplies, fixtures, equipment, inventory or real estate from us or any of our affiliates. However, you must 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 VersiRent computer system described in Item 11, 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 that we have approved in writing and not later disapproved. These products shall be provided only by vendors that have been approved in writing and not later disapproved.

If you want to offer any inventory that has not been previously approved, you must submit a written request for our approval with specifications of the inventory. We will approve within two (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. Except as described above, we do not have any formal approval criteria for suppliers of inventory.

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 two (2) weeks.

We are a supplier of certain advertising materials that are approved for use in conjunction with the System.

Except as to the Rental Store's computer hardware and software, fixtures, furnishings and signs, as stated above, you are not required to purchase inventory or other products from suppliers with whom we have negotiated purchase arrangements, and we do not provide material benefits to you based on your use of approved suppliers of these items.

In the fiscal year 2025, neither we nor any of our affiliates derived any revenue from RimTyme franchisees' required purchases or leases, but each such company, respectively, reserves the right to do so in the future.

We reserve the right to have manufacturers and suppliers provide us payment term discounts, volume discounts, 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, vehicles and other products and supplies purchased and used by our franchisees. We do not expect to pass any of these types of payments or incentives to franchisees, but we reserve the right to do so.

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 RimTyme suppliers.

We estimate that the purchases from approved suppliers (including us) will represent approximately 50% of your total purchases and leases in establishing your Rental Store and 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 50% 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 Manuals or otherwise stated by us in writing (and which we may periodically change at our discretion), and provided by insurers acceptable to us. You must provide proof of this insurance to us prior to the Rental Store opening.

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. Special promotional products may vary and 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.

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

Your RimTyme Rental Store must be constructed and completed according to the floor plans and specifications Franchisor 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 and 5.10	§ 1	Items 8 and 11
b. Pre-opening purchases/leases	§§ 5.2 and 5.4	§ 1	Items 5, 7 and 8
c. Site development and other pre-opening requirements	§§ 1.2 and 5.2	§§ 1, 3, 5	Items 8 and 11
d. Initial and ongoing training	§§ 4.3 and 5.3	N/A	Item 11
e. Opening	§ 5.2	§ 3.2	Item 11
f. Fees	§ 3	§ 2	Items 5 and 6

Obligation	Section in Franchise Agreement	Section in Development Agreement	Item in Disclosure Document
g. Compliance with standards and policies/Operating Manuals	§§ 1.5, 5.1 and 5.4	§ 4.2	Items 11 and 14
h. Trademarks and proprietary information	Recitals, §§ 6 and 7	N/A	Items 13 and 14
i. Restrictions on products/services offered	§ 5.4	N/A	Items 5, 8 and 16
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 and 5.8	N/A	Item 8
n. Insurance	§ 11	§ 6.3	Items 7 and 8
o. Advertising	§ 9	N/A	Items 6, 8 and 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 and 10.7	N/A	Items 6 and 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

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 1 copy of the Manuals. (Section 4.5) The Table of Contents of the Manuals is attached to this Disclosure Document as *Exhibit G*.

(6) We will provide you with our list of approved products, 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 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 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 obligates us to provide 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 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 upon a location within 2 months, we will, at our option, extend the approval process for an additional 1 month. If no approved location is secured, we have the option to terminate the Franchise Agreement. (Section 13.3)

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

Store Construction

Your RimTyme Rental Store must be constructed and completed according to the floor plans and specifications we provide 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 your financing arrangements, and completing delivery and installation of equipment, fixtures, signs, and inventory. We will provide field operation help when opening your first RimTyme 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 13.2.7).

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 initial training program, which consists of 15 hours of online training and 4½ days of training. If you currently operate another Rental Store or if you or your manager has experience in the Rental purchase business, we may, at our option, choose not to require completion of the training program. Initial training is conducted near our headquarters and the online training is within our Learning Management System (LMS). These training programs are conducted on an as-needed basis. We will provide training instructors, facilities and training materials. You must pay all other expenses, including transportation, meals, lodging and any wages incurred in this training.

Any manager you hire later may also be required to satisfactorily complete the initial training program, if we think that training is necessary. You may send additional trainees to the initial training we provide. For any training of additional personnel, including subsequently hired managers, you must reimburse us for all reasonable expenses we incur.

The initial training program covers basic operational procedures and philosophies of operating a RimTyme Rental Store. Our training program is under the direction of Craig Olson, our Vice President of Franchising and has been with us since 2012. He listed in Item 2 of this Disclosure Document. Various instructors on our training staff may help facilitate our initial training program. Our instructors generally have at least ten (10) or more years of experience in the rental-purchase industry.

Our online training system is called RimTyme On-Line Learning, abbreviated as R.O.L.L. and is RimTyme's fundamentals training program. This 15-hour Learning Management System (LMS) is designed to teach all new hire employees 15 courses within five major subject areas of rent-to-own fundamentals, wheel & tire product knowledge, installation and service, sales and collections. This training includes computer work, exercises, games, role-plays, tests and review evaluations by store Manager's in real time within the Rental Store. Completion of R.O.L.L. is required prior to attending our training course; RACFI Academy.

TRAINING PROGRAM

SUBJECT	HOURS OF CLASSROOM TRAINING	HOURS OF ON-THE-JOB TRAINING	LOCATION
RimTyme R.O.L.L.			
Rent to Own Fundamentals (Courses #1-11)		11	Online at Your Rental Store
Wheels & Tire Product Knowledge (Course #12)		1	Online at Your Rental Store
Installation and Service (Course #13)		1	Online at Your Rental Store
Sales (Course #14)		1	Online at Your Rental Store
Collections (Course #15)		1	Online at Your Rental Store
Totals	**0**	**15**	

The hours shown above include time for both the franchisee and manager.

Additional Training Programs

You and one management level employee also may attend all additional training programs or seminars that we may offer. 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.

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 $1,800 per month, per store. 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. Additionally, in the first 3 months, you should expect to spend approximately $20,000 to $25,000 for advertising development, materials for execution of a soft opening, grand opening event and corporate promotion advertising, which could include social media costs, radio remotes, shared mail, solo mail, door hangers, etc.

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; moreover, it may not be used 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 upon your receipt of written notice. We do not require franchisees to participate in a local or regional advertising cooperative.

National Fund

We have established a National Fund for the System (referred to in the Franchise Agreement as the "Fund"). We have the right to collect up to 3% of your monthly Gross Rental Payments and Sales, but currently, the monthly contribution is $1,800 per Rental Store. We do not currently have any company-owned Rental Stores, but in the event we establish them, they would contribute to the National Fund on the same basis as our franchised Rental Stores. We, or our designee, will administer the National 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 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 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 Fund and advertising programs. The National Fund is not used to solicit new franchises.

We anticipate that all contributions to the National 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 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 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 Fund and make it available to you for review on our intranet. No independent audit of the National Fund is conducted. During our 2025 fiscal year, we used 57% of the money in the National Fund for digital marketing, materials and paid media, 26% for website development and support and 17% for administrative expenses. All amounts expended by the National Fund in excess of what was collected from franchisees were contributed by us.

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

We typically develop creative materials and disseminate advertising which can be used by RimTyme Rental Stores, such as flyers, brochures, and point-of-purchase materials (POP). The source of the advertising is primarily an in-house ad department and outside vendors, and the scope is local. Neither we, nor any affiliate, receive any payment for providing goods or services to the National 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 Fund. In order to participate in the National Fund and other advertising programs, you may be required to provide us with certain transactional and customer data.

While you are complying with your National Fund contribution obligations, you will be (a) furnished with advertising and promotional materials which were produced with expenditures from the National Fund for distribution to franchisees on the same terms and conditions as the materials are furnished to other franchisees and (b) allowed to participate in advertising, promotional, and marketing activities and programs funded by the National Fund on the same terms and conditions as are other franchisees. However, your failure to pay required National Fund contributions when due, and to cure that default within 60 days after your receipt of notice of default from us, will result in your immediately no longer having the right to receive such materials or to participate in such activities and programs while you are in default (although our decision not to furnish such materials or to allow such participation after any payment default will not excuse

your obligation to pay in full all outstanding amounts and to continue paying all National Fund contributions when due).

Advertising Council

We do not have a franchise advisory council. In the event that we do establish a franchise advisory council, it will be one by which we have the power to change or dissolve it at our discretion. This council, if established, will be composed of franchisees, and will advise us on advertising and other System policies. The members of the council, if established, will be elected by franchisees. The council will serve in an advisory capacity only. In 2022, we established an informal Marketing Committee composed of RAC Franchising staff and RimTyme franchisees in order to seek input from franchisees on current and future marketing campaigns. Members are selected by us. The Marketing Committee serves in an advisory capacity only, and we have the power to form, change or dissolve it at any time. We do not have any other advertising council or committee that is composed of franchisees.

Electronic Advertising

Internet

We have established maintain a website that provides information about RimTyme 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. Technology permitting, and provided that you are not in default of your Franchise Agreement or any other agreement with us, we will grant you the right to establish a webpage containing an online store within a sub-website of our Website (the "**Sub-website**"). You may propose the contents of your Sub-website, but your Sub-website must use the most current RimTyme website template and administration tools. We must approve all content before posting, and we may restrict your ability to modify the Sub-website except in coordination with us and in compliance with our standards. If you have a Sub-website, you must update your Sub-website at least twice annually, including posting the minimum number of products in each category as we may require that are available for customers to view and order online.

Although subject to change in the future, franchisees are not charged extra to set up a Sub-website, be included in the store locator feature or have your Sub-website hosted on our website. However, we may require that all Sub-website content be developed at your expense. You may not develop your own website or link any websites to the Website. All online advertising that you create, or purchase must be reviewed and approved by us, and you can only direct customers to the Website, your physical store and/or to your store phone number. 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 Instagram, Facebook and Twitter or other similar outlets, that may exist in the future. If you establish any social media profiles, those profiles must be linked to the RimTyme preferred vendor's social management system. This will allow us the ability to properly monitor the use of the Proprietary Marks. We may use part of the National Fund monies we collect under the Franchise Agreement to pay or reimburse the costs associated with the development, maintenance and update of the profile(s). We may (but are under no obligation to) establish guidelines under which you may establish profiles or otherwise establish a presence on the social media outlets. In that event, you must comply with the standards, protocols and restrictions that we impose on that use.

Intranet (FranConnect)

We have established establish 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. We do offer franchisees the ability to maintain a private library of documents that are posted on the Intranet for their respective franchise group ("Franchisee Library"). The Franchisee Library is not visible to other franchisees. We make no claim to the Franchisee Library and the franchisee is required to maintain our policies and procedures at all times. This is a web-based software, so you are not required to purchase and install any necessary additions 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 Fund contribution, approved advertising and promotional plans and materials.

We may post Rental Store information on your behalf via online business listings. It is your responsibility to keep the content accurate by notifying us of any changes. 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 RimTyme.com, Yelp, Better Business Bureau, or Google or another customer-facing medium.

Manuals

You will be provided access to the RimTyme Operations Manual which contain mandatory and suggested specifications, standards and operating procedures ("Operations Manual"). The Operations Manual is designed to protect the RimTyme System and goodwill of the Proprietary Marks associated with the System and foster a uniform quality of operations throughout the System. This Operations Manual is 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. We are not responsible for and do not direct or control the conduct of any Store employee. The Operations Manual currently contains 207 pages, however, all aspects of the Operations Manuals may be modified by us from time to time, and you must comply with the Operations Manual as modified. The table of contents for each of the sections are attached as *Exhibit G*.

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 right to independently upload and download data, trouble shoot and perform diagnostic checks, and retrieve whatever data and information we need from your computer system, 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:

HARDWARE			
Quantity	**TYPE**	**DESCRIPTION**	**FUNCTION**
1	Processor	Intel i5 or i7 or AMD Ryzen 2000 series or higher	*For low volume store:* ● Quad Core i7 (for single store). ● Quad Core Ryzen 5 *For high volume store (or connected to a home office)* ● Quad Core Xeon (hyperthreaded) ● Quad Core Epyc (hyperthreaded) ECC Required for all Server Systems
1	Memory	8 GB Minimum	Low Volume Stores: ● 8 GB (minimum) ● 16 GB (recommended) High Volume Stores ● 16 GB (minimum)
1	Hard Drive	20 GB free space	*Low volume stores:* ● 7200 RPM with 50 GB free *Mid to High volume store or If connected to HOS (one of the following):* ● 15000 RPM SATA or ● 7200 Raid 0 or RAID 10 or ● SSD ● 15000 SAS drive *If connected to HOS and running SQL Standard, store must have 2 hard drives – one for database logs and the other for database*
1	Port	USB Ports	USB Ports
1	OS	Win 7 64 Bit Win 8.1 64 bit Win 10 64 bit	*If low volume store and NOT running services such as SMS:* ● Win 7 64 Bit ● Win 8.1 64 bit ● Win 10 64 bit *If mid to high volume store:* ● Windows Server 2012 ● Windows Server 2016 Windows Server 2019
1	SQL Server	SQL Server Native Client 2012	Low Volume Stores: ● SQL Server 2014 Express ● SQL Server 2016 Express ● SQL Server 2017 Express ● SQL Server 2019 Express High Volume Stores:

HARDWARE			
Quantity	**TYPE**	**DESCRIPTION**	**FUNCTION**
			• SQL Server 2014 Standard • SQL Server 2016 Standard • SQL Server 2017 Standard SQL Server 2019 Standard
1	Screen Resolution	1024 x 768	1024 x 768
1	Network Card	100 mbps or 1gb full Duplex	100 mbps or 1gb full Duplex **no wireless**
1	Printers	Any USB printers	Any USB printers

Hardware components may be purchased from any supplier. You also may substitute other brands as long as they are compatible with the hardware listing as provided by VersiRent. See below for address and telephone number.

SOFTWARE		
QTY	**DESCRIPTION**	**FUNCTION**
1	VersiRent RTO Software	Store Point of Sale, PO, Inventory Management, Inventory Depreciation, Accounting, Reporting, Bar-Coding, Time Keeping, and Data Mining.
1	Operating System	Preferred: 1. A dedicated Windows 2019, 2016, 2014, 2012 or 2008 server with Windows 10 or 8.1 workstations Acceptable: 1. Windows 8.1 Professional or Ultimate in a peer-to-peer configuration 2. Windows 7 Professional or Ultimate in a peer-to-peer configuration

The software programs we currently use have been developed by Ideal Software Systems, Inc. ("Ideal") a company located at 3839 Hwy 45 N. Meridian, Mississippi 39301, telephone number (800) 964-3325. VersiRent programs are the proprietary property of Ideal. We have entered into an agreement with Ideal under which they have agreed to license the software to our franchisees at a discounted price. The minimum monthly software license fee is $504 per month per store. The store software includes sales & marketing, customer database, inventory control, laser forms, rental payments, receipts, collections, automated inventory audits, employee time recording, data transaction audits, security passwords and reports.

You must utilize the services of Ideal to install the VersiRent Point-of-Sale software, and be trained by them in its use. The total cost of hardware, software, installation and training for a new store range from $6,000 to $12,500. The cost of hardware, software, installation and training for the Home Office Enterprise and General Ledger accounting modules are additional. We estimate the cost of any optional or required maintenance updating, upgrading or support contracts to be approximately $500 to $1,000 per year.

Ideal Software Systems, Inc. will enter into a Software License Agreement with you, which among other stipulations, details each party's obligations in the use and upkeep of these software programs. The Software License Agreement must also require VersiRent to give RAC Franchising remote access and a requirement to send us a monthly report of your activity, upon our request. VersiRent maintains a customer service department which provides trouble-shooting assistance to a franchisee, on either a per-call or a no-charge basis depending on the type assistance required.

We reserve the right to modify the System software required. We also reserve the right to develop proprietary software and designate itself as the sole vendor for this software. In such case, we may charge and franchisees must pay us for use of our Proprietary Software.

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.

ITEM 12
TERRITORY

As described in Item 1, we also offer franchises for Rent-A-Center marks. These businesses may be placed in, and, solicit and accept orders in, your Protected Territory (defined below). Rent-A-Center businesses offer products and services that are different from those offered by RimTyme businesses. However, some Rent-A-Center businesses may offer a limited selection of custom wheels as part of their inventory.

Except as described below, you will not receive an exclusive territory. You may face competition from other franchisees, from outlets (including Rental Stores and other rental stores) and similar businesses that we or our affiliates own, or from other channels of distribution or competitive brands that we or our affiliates control.

Franchise Agreement

You are granted the right to operate a Rental Store at a single address, which 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 Rental Store sites, as described in Item 11. During the term of the Franchise Agreement, as described in Item 11, neither we nor our affiliates will establish, operate or franchise a Rental Store using the Proprietary Marks and System which operates from a physical location within a radius from the Approved Location to be set forth 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 5 miles, but may differ in certain instances. There are no conditions under which we may modify the Protected Territory.

Other than as stated above, 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.

As stated in Item 1, our parent, Rent-A-Center, owns Acima which provides lease-to-own options within certain auto wheel & tire, furniture & mattress, appliance, home electronics and eyewear retailers. Rent-A-Center is not restricted from establishing Acima units within your Protected Territory.

Our retained rights also include the right to use alternative distribution, including the Internet, within the Protected Territory and under the Proprietary Marks. We are not restricted from collecting or accepting orders inside the Protected Territory and provide no compensation to you for doing so. You are not restricted from collecting or accepting orders outside the Protected Territory, and may use alternative distribution, including the Internet, to do so ***if done consistent with the Electronic Advertising" provisions of this disclosure described in ITEM 11***.

You are not restricted from selling to customers located outside of your Protected Territory, nor are other franchisees' 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 on 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 Rental Store you develop under the Development Agreement will be located (the "**Development Area**"). The boundaries of the Development Area will be determined by, among other things, 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 RimTyme Rental Store which is located within the Development Area. Except as specifically provided in the preceding sentence, 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. Otherwise, there are no conditions under which we may modify the Development Area.

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 service marks currently in use

with the System have been registered on the Principal Register with the United States Patent and Trademark Office ("**USPTO**"):

MARK	REGISTRATION NUMBER	REGISTRATION DATE
RIMTYME	3,341,976	November 20, 2007
RIMTYME	3,341,977	November 20, 2007
RimTyme Custom Wheels and Tires	4,767,757	July 7, 2015

We have filed the USPTO's required affidavits for all registrations requiring renewal, and we plan on timely filing affidavits for registrations requiring renewals in the future.

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.

You must immediately notify us of any infringement of the Proprietary Marks or challenge to your use of any of the Proprietary Marks or claim by any person of any rights in any of the Proprietary Marks.

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 sole discretion to take action as we determine appropriate and the right to exclusively control any litigation or USPTO or other administrative or other agency proceeding arising out of any infringement, challenge or claim or otherwise relating to any of our Proprietary Marks. 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 and all instruments and documents, render such assistance and do such acts and things as may, in our opinion, be necessary or advisable to carry out such defense or prosecution and to protect and maintain our interests in any litigation or proceeding or to otherwise protect and maintain our interest in the Proprietary Marks.

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.

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.

ITEM 14
PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION

We do not own any right 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 RimTyme 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 granting us the independent right to enforce them.

RimTyme Operations Manual

You must treat the RimTyme Operations Manual, any other manuals created for or approved for use in the operation of the franchised business, and the information contained in them as confidential, and 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 is maintained by us on out intranet system will be controlling.

Revisions to the Manuals will not unreasonably affect your obligations, including economic requirements, under the Franchise Agreement.

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. We do not require you to inform us of the identity of the manager of the Rental Store, except for training purposes. 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.

We will require that 1 or more persons who have sufficient net worth and liquidity (as determined by us in our sole discretion) sign the Guarantee, Indemnification and Acknowledgment which is attached

as to the Franchise Agreement as *Attachment A*. We may, when business circumstances warrant, relax or waive this requirement in certain limited situation.

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 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.

ITEM 17
RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

This table lists certain important provisions of the Franchise Agreements ("FA") and Development Agreements ("DA"). You should read these provisions in the agreements attached to this Disclosure Document at Item 22.

Provision	Section in Agreements	Summary
a. Length of the franchise and development terms	§ 2.1 of FA § 5.1 of DA	Negotiable. Depends on development schedule.
b. Renewal or extension of the term	§ 2.2 of FA Not applicable in DA	1 renewal term equal to the original term of the Franchise Agreement, subject to contractual requirements.
c. Requirements for you to renew or extend	§ 2.2 of FA Not applicable in DA.	Notice, renovation, satisfaction of monetary obligations, compliance with Franchise Agreement, sign then-current form of franchise agreement (which may contain materially different terms and conditions as the original agreement), pay a renewal fee of $2,500, and others.
d. Termination by you	Not applicable in FA or DA	Not applicable.
e. Termination by us without cause	Not applicable in FA or DA	Not applicable.
f. Termination by us with cause	§ 13 of FA § 8 of DA	Breach of agreement and other grounds. Termination of a franchise agreement shall be grounds for terminating the Development Agreement under which it was executed. Termination of a Development Agreement shall not serve as grounds for terminating any individual Franchise Agreements, whether executed in connection with that Development Agreement or otherwise.
g. "Cause" defined – curable defaults	§ 13 of FA § 8 of DA	Breach of agreement and other grounds. Breach of any other agreement between you and us or our affiliate.
h. "Cause" defined – noncurable defaults	§ 13 of FA § 8 of DA	Breach of Franchise Agreement and other grounds.

Provision	Section in Agreements	Summary
i. Your obligations on termination or non-renewal	§ 14 of FA § 9 of DA	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 FA § 7 of DA	No restriction on our right to transfer.
k. "Transfer" by you – definition	§ 12 of FA § 7 of DA	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 FA § 7 of DA	We have the right to approve transfers.
m. Conditions for our approval of transfer	§ 12 of FA § 7 of DA	Payment of amounts due; 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 FA Not applicable in DA	We can match any offer.
o. Our option to purchase your business	§ 2.3 of FA Not applicable in DA	We may purchase the store, if you do not provide notice of renewal to us.
p. Your death or disability	§ 12.5 of FA Not applicable in DA	Agreement must be assigned to approved transferee within 6 months.
q. Non-competition covenants during the term of the franchise	§ 15 of FA Not applicable in DA	Prohibitions on diverting business to competitors or owning any similar business
r. Non-competition covenants after the franchise is terminated or expires	§ 15 of FA Not applicable in DA	2-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 FA § 13.1 of DA	Must be in writing and signed by both parties.
t. Integration/ merger clause	§ 21.1 of FA § 13.1 of DA	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 FA § 14 of DA	Most disputes will be resolved by arbitration.
v. Choice of forum	§ 23 of FA § 14 of DA	Texas (subject to state law).
w. Choice of law	§ 23 of FA § 14 of DA	Texas (subject to state law).

ITEM 18
PUBLIC FIGURES

We do not use any public figures to promote our franchise.

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: (1) a franchisor provides the actual records of an existing outlet that you are considering buying; or (2) a franchisor supplements the

information provided in Item 19, for example, by providing information about possible performance at a particular location or under particular circumstances.

We do not make any other representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such 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, Craig Olson, 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 2023 to 2025

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2023	37	38	1
	2024	38	29	-9
	2025	29	29	0
Company-Owned	2023	0	0	0
	2024	0	0	0
	2025	0	0	0
Total Outlets	2023	37	38	1
	2024	38	29	-9
	2025	29	29	0

TABLE NO. 2

TRANSFERS OF OUTLETS FROM FRANCHISEES TO NEW OWNERS (OTHER THAN THE FRANCHISOR) FOR FISCAL YEARS 2023 to 2025

State	Year	Number of Transfers
All States	2023	0
	2024	0
	2025	0
Totals	2023	0
	2024	0
	2025	0

TABLE NO. 3
FRANCHISED OUTLETS STATUS SUMMARY
FOR FISCAL YEARS 2023 to 2025

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
Alabama	2023	3	1	0	0	0	0	4
	2024	4	0	2	0	0	0	2
	2025	2	0	0	0	0	0	2
Florida	2023	2	0	0	0	0	0	2
	2024	2	0	2	0	0	0	0
	2025	0	0	0	0	0	0	0
Georgia	2023	8	0	0	0	0	0	8
	2024	8	0	4	0	0	0	4
	2025	4	0	0	0	0	0	4
Illinois	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Indiana	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Kentucky	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	0	0	0	0	0	2

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
Louisiana	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Mississippi	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
North Carolina	2023	7	0	0	0	0	0	7
	2024	7	0	0	0	0	0	7
	2025	7	0	0	0	0	0	7
Ohio	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	0	0	0	0	0	2
South Carolina	2023	3	0	0	0	0	0	3
	2024	3	0	1	0	0	0	2
	2025	2	0	0	0	0	0	2
Tennessee	2023	3	0	0	0	0	0	3
	2024	3	0	0	0	0	0	3
	2025	3	0	0	0	0	0	3
Virginia	2023	3	0	0	0	0	0	3
	2024	3	0	0	0	0	0	3
	2025	3	0	0	0	0	0	3
Totals	2023	37	1	0	0	0	0	38
	2024	38	0	9	0	0	0	29
	2025	29	0	0	0	0	0	29

TABLE NO. 4

COMPANY-OWNED OUTLETS STATUS SUMMARY
FOR FISCAL YEARS 2023 to 2025

State	Year	Outlets Operating at Start of Year	Outlets Opened	Outlets Reacquired from Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets Operating at End of Year
All States	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0
	2025	0	0	0	0	0	0
Totals	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0
	2025	0	0	0	0	0	0

TABLE NO. 5

PROJECTED OPENINGS
AS OF DECEMBER 31, 2025

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
All States	0	0	0
Totals	0	0	0

List of Current Franchisees

The names, addresses and telephone numbers of our franchisees are 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, 2025, or who has not communicated with us within 10 weeks of this Disclosure Document's issuance date.

None

***

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

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.

Confidentiality Clauses

During the last 3 fiscal years, we have not signed any agreements with franchisees that contain confidentiality clauses that would restrict a franchisee's ability to speak openly about their experience.

Trademark-Specific Franchisee Organizations

We are not currently aware of any 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.

ITEM 21
FINANCIAL STATEMENTS

The audited financial statements for Rent-A-Center Franchising International, Inc. for the years ended December 31, 2025, 2024, and 2023 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 H*)
4. Software License Agreement (*Exhibit I)*

ITEM 23
RECEIPTS

Our and your copies of the Franchise Disclosure Document Receipt are located at the last 2 pages of this disclosure document.

EXHIBIT A

STATE ADDENDA AND AGREEMENT RIDERS

NO WAIVER OR DISCLAIMER OF RELIANCE IN CERTAIN STATES

The following provision applies only to franchisees and franchises that are subject to the state franchise registration/disclosure laws in California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, or Wisconsin:

> No statement, questionnaire, or acknowledgement signed or agreed to by you 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 us, any franchise seller, or any other person acting on our behalf. This provision supersedes any other term of any document executed in connection with the franchise.

ADDITIONAL DISCLOSURES FOR THE
MULTI-STATE FRANCHISE DISCLOSURE DOCUMENT OF
RENT-A-CENTER FRANCHISING INTERNATIONAL, INC.
[RimTyme Rental Store]

The following are additional disclosures for the Franchise Disclosure Document of RENT-A-CENTER FRANCHISING INTERNATIONAL, INC. required by various state franchise laws. Each provision of these additional disclosures will not apply unless, with respect to that provision, the jurisdictional requirements of the applicable state franchise registration and disclosure law are met independently without reference to these additional disclosures.

RHODE ISLAND

1. The following language is added to the end of the "Summary" section of Item 17(v), titled Choice of forum:

> Subject to arbitration requirements, litigation generally must be (with limited exception) in courts closest to where we (or then-current franchisor) have our principal business address when the action is commenced (it currently is in Plano, Texas), except that, to the extent required by the Rhode Island Franchise Investment Act, you may bring an action in Rhode Island.

2. The following language is added to the end of the "Summary" section of Item 17(w), titled Choice of law:

> Except for federal law, and except as otherwise required by the Rhode Island Franchise Investment Act, Texas law governs.

VIRGINIA

1. The following language is added to the end of the "Summary" section of Item 17(r), titled Non-competition covenants after the franchise is terminated or expires:

> Effective July 1, 2026, under subdivision A 4 of § 13.1-563 of the Virginia Retail Franchising Act ("Act"), it is unlawful to offer or enter into a franchise agreement that restricts the right of a franchisee to engage in the business of offering, selling, or distributing goods or services at retail after termination or expiration of the franchise agreement. However, subsection B of § 13.1-563 of the Act provides that if a franchisee sells a franchise at a mutually agreed upon price to a third party or back to the franchisor, such sale may include a term restricting the right of such franchisee to engage in the business of offering, selling, or distributing goods or services at retail for a period of no more than two years after such sale.

2. The following language is added to the end of the "Summary" section of Item 17(w), titled Choice of Law:

Effective July 1, 2026, under subsection D of § 13.1-559 of the Virginia Retail Franchising Act, for all franchises located in Virginia, the franchise contract or agreement offered or entered into pursuant to terms of this chapter shall be governed by the laws of the Commonwealth of Virginia.

3. The following paragraph is added to the end of Item 17:

No statement, questionnaire, or acknowledgement signed or agreed to by you 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 us, any franchise seller, or any other person acting on our behalf. This provision supersedes any other term of any document executed in connection with the franchise.

THE FOLLOWING PAGES IN THIS EXHIBIT ARE STATE-SPECIFIC RIDERS TO THE FRANCHISE AGREEMENT

RIDER TO THE RENT-A-CENTER FRANCHISING INTERNATIONAL, INC.
FRANCHISE AGREEMENT
FOR USE IN RHODE ISLAND

This Rider is made and entered into by and between Rent-A-Center Franchising International, Inc., a Texas corporation ("Franchisor") and _____, ("Franchisee") as of the date signed by Franchisor and set forth opposite Franchisor's signature on this Rider.

1. **Background**. Franchisor and Franchisee are parties to that certain Franchise Agreement dated _____ that has been signed concurrently with the signing of this Rider (the "Franchise Agreement"). This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) Franchisee is a resident of Rhode Island and the RimTyme Rental Store that will will operate under the Franchise Agreement will be located in Rhode Island, or (b) any of the franchise offer or sales activity occurred in Rhode Island.

2. **GOVERNING LAW/CONSENT TO JURISDICTION**. The following language is added at the end of Sections 23.1 of the Franchise Agreement:

> Section 19-28.1-14 of the Rhode Island Franchise Investment Act provides that "A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act." To the extent required by applicable law, Rhode Island law will apply to claims arising under the Rhode Island Franchise Investment Act.

FRANCHISEE:

_____

By: _____
Name: _____
Title: _____

FRANCHISOR:

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

By: _____
Name: Craig Olson
Title: Vice President

RIDER TO THE RENT-A-CENTER FRANCHISING INTERNATIONAL, INC.
FRANCHISE AGREEMENT
FOR USE IN VIRGINIA

THIS RIDER IS TO BE SIGNED ONLY IF THE FRANCHISE AGREEMENT TO WHICH IT RELATES IS SIGNED ON OR AFTER JULY 1, 2026.

This Rider is made and entered into by and between Rent-A-Center Franchising International, Inc., a Texas corporation ("Franchisor") and _____, ("Franchisee") as of the date signed by Franchisor and set forth opposite Franchisor's signature on this Rider.

1. **Background**. Franchisor and Franchisee are parties to that certain Franchise Agreement dated _____ that has been signed concurrently with the signing of this Rider (the "Franchise Agreement"). This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because the RimTyme Rental Store that Franchisee will operate under the Franchise Agreement will be located in Virginia.

2. Effective July 1, 2026, the Virginia Retail Franchising Act provides as follows:

> Under subdivision A 4 of § 13.1-563 of the Virginia Retail Franchising Act ("Act"), it is unlawful to offer or enter into a franchise agreement that restricts the right of a franchisee to engage in the business of offering, selling, or distributing goods or services at retail after termination or expiration of the franchise agreement. However, subsection B of § 13.1-563 of the Act provides that if a franchisee sells a franchise at a mutually agreed upon price to a third party or back to the franchisor, such sale may include a term restricting the right of such franchisee to engage in the business of offering, selling, or distributing goods or services at retail for a period of no more than two years after such sale.
>
> Under subsection D of § 13.1-559 of the Virginia Retail Franchising Act, for all franchises located in Virginia, the franchise contract or agreement offered or entered into pursuant to terms of this chapter shall be governed by the laws of the Commonwealth of Virginia.

To the extent the Franchise Agreement includes any provision that is wholly or partially unlawful under Virginia law, the unlawful portions of the provision will be deemed to be severed from, and not to be a part of, the Franchise Agreement to the extent they are unlawful. However, any remaining lawful portions of the provision may be fully enforced.

[Signature page follows]

FRANCHISEE:

_____

By: _____
Name: _____
Title: _____

FRANCHISOR:

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

By: _____
Name: Craig Olson
Title: Vice President

.

THE FOLLOWING PAGES IN THIS EXHIBIT ARE STATE-SPECIFIC RIDERS TO THE DEVELOPMENT AGREEMENT

RIDER TO THE RENT-A-CENTER FRANCHISING INTERNATIONAL, INC.
DEVELOPMENT AGREEMENT
FOR USE IN RHODE ISLAND

This Rider is made and entered into by and between Rent-A-Center Franchising International, Inc., a Texas corporation ("Franchisor") and _____, ("Developer") as of the date signed by Developer and set forth opposite Developer's signature on this Rider.

1. **Background**. Franchisor and Franchisee are parties to that certain Development Agreement dated _____ that has been signed concurrently with the signing of this Rider (the "Development Agreement"). This Rider is annexed to and forms part of the Development Agreement. This Rider is being signed because (a) Developer is a resident of Rhode Island and the RimTyme Rental Store(s) that will be developed under the Development Agreement will be located in Rhode Island, or (b) any of the franchise offer or sales activity occurred in Rhode Island.

2. **GOVERNING LAW/CONSENT TO JURISDICTION**. The following language is added at the end of Sections 14.1 of the Development Agreement:

> Section 19-28.1-14 of the Rhode Island Franchise Investment Act provides that "A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act." To the extent required by applicable law, Rhode Island law will apply to claims arising under the Rhode Island Franchise Investment Act.

DEVELOPER:

_____

By: _____
Name:
Title:

FRANCHISOR:

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

By: _____
Name: Craig Olson
Title: Vice President

RIDER TO THE RENT-A-CENTER FRANCHISING INTERNATIONAL, INC.
DEVELOPMENT AGREEMENT
FOR USE IN VIRGINIA

THIS RIDER IS TO BE SIGNED ONLY IF THE DEVELOPMENT AGREEMENT TO WHICH IT RELATES IS SIGNED ON OR AFTER JULY 1, 2026.

This Rider is made and entered into by and between Rent-A-Center Franchising International, Inc., a Texas corporation ("Franchisor") and _____, ("Developer") as of the date signed by Developer and set forth opposite Developer's signature on this Rider.

1. **Background**. Franchisor and Franchisee are parties to that certain Development Agreement dated _____ that has been signed concurrently with the signing of this Rider (the "Development Agreement"). This Rider is annexed to and forms part of the Development Agreement. This Rider is being signed because the RimTyme Rental Store(s) that Developer will develop under the Development Agreement will be operated located in Virginia.

2. Effective July 1, 2026, the Virginia Retail Franchising Act provides as follows:

> Under subdivision A 4 of § 13.1-563 of the Virginia Retail Franchising Act ("Act"), it is unlawful to offer or enter into a franchise agreement that restricts the right of a franchisee to engage in the business of offering, selling, or distributing goods or services at retail after termination or expiration of the franchise agreement. However, subsection B of § 13.1-563 of the Act provides that if a franchisee sells a franchise at a mutually agreed upon price to a third party or back to the franchisor, such sale may include a term restricting the right of such franchisee to engage in the business of offering, selling, or distributing goods or services at retail for a period of no more than two years after such sale.
>
> Under subsection D of § 13.1-559 of the Virginia Retail Franchising Act, for all franchises located in Virginia, the franchise contract or agreement offered or entered into pursuant to terms of this chapter shall be governed by the laws of the Commonwealth of Virginia.

To the extent the Development Agreement includes any provision that is wholly or partially unlawful under Virginia law, the unlawful portions of the provision will be deemed to be severed from, and not to be a part of, the Development Agreement to the extent they are unlawful. However, any remaining lawful portions of the provision may be fully enforced.

[Signature page follows]

DEVELOPER:

_____

By: _____
Name:
Title:

FRANCHISOR:

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

By: _____
Name: Craig Olson
Title: Vice President

EXHIBIT B

LIST OF FRANCHISEES

LIST OF RIMTYME FRANCHISEES

(As of December 31, 2025)

Franchisee (Entity)	Store Address	City	State	Zip	Store Phone
Purple Cat, LLC	9213 Parkway East	Birmingham	Alabama	35206	(205) 815-4446
They Spinnin" LLC	6675 Highway 72 W. Hwy Northwest	Huntsville	Alabama	35806	(256) 918-2801
Purple 22s LLC	7593 Tara Blvd.	Jonesboro	Georgia	30236	(678) 610-8840
Purple 22s LLC	5026 Memorial Drive	Stone Mountain	Georgia	30083	(404) 508-4440
Purple 22s LLC	512 Thornton Rd.	Lithia Springs	Georgia	30122	(404) 815-2088
Purple 22s LLC	1122 Northlake Drive	Conyers	Georgia	30013	(770) 648-2098
Rims & Tires Lombard LLC	434 E. North Avenue	Lombard	Illinois	30148	(630) 394-2121
Purple Dubs LLC	5369 N Keystone Ave	Indianapolis	Indiana	46220	(317) 253-1274
Purple Dubs LLC	361 E. New Circle Road	Lexington	Kentucky	40505	(859) 243-0030
Purple Dubs LLC	4733 Dixie Highway	Louisville	Kentucky	40216-2653	(502) 290-2092
Purple Cat, LLC	6701 Airline Dr.	Metairie	Louisiana	70003	(504) 826-9430
Purple Cat, LLC	2714 Greenway Dr.	Jackson	Mississippi	39204	(601) 923-5000
Purple Cat, LLC	416 Ramsey St	Fayetteville	North Carolina	28301	(910) 323-1890
Purple Cat, LLC	3509 Capital Blvd #105	Raleigh	North Carolina	27604	(919) 872-2808
Purple Cat, LLC	3006 S Memorial Dr	Greenville	North Carolina	27834	(252) 752-0700
Purple 22s LLC	3171 Hillsborough Rd	Durham	North Carolina	27705	(919) 383-0802
Purple 22s LLC	5633 N Sharon Amity Rd	Charlotte	North Carolina	28215	(704) 537-1004
Purple 22s LLC	1123 N Bragg Blvd	Spring Lake	North Carolina	28390	(910) 436-5169
Purple 22s LLC	3646 Reynolda Rd	Winston-Salem	North Carolina	27106	(336) 922-6660
Purple Dubs LLC	3810 E Main St	Whitehall	Ohio	43213	(614) 235-4687
Purple Dubs LLC	4615 Dixie Hwy.	Fairfield	Ohio	75014	(513) 883-1964
Purple Cat, LLC	2127 Ashley Phosphate Rd.	N. Charleston	South Carolina	29406	(843) 553-8830
Purple Cat, LLC	2341 Broad River Rd	Columbia	South Carolina	29210	(803) 661-9396
Purple Cat, LLC	1558 Gallatin Pike South	Madison	Tennessee	37115	(615) 865-1660
Purple Dubs LLC	5787 Brainerd Rd.	Chattanooga	Tennessee	37411	(423) 803-1777
Purple Dubs LLC	672 N. Riverside Drive	Clarksville	Tennessee	37040	(931) 263-6724
Purple 22s LLC	1909 Boulevard	Colonial Heights	Virginia	23834	(804) 520-0191
Purple 22s LLC	606 E. Southside Plaza St.	Richmond	Virginia	23224	(804) 273-9250
Purple 22s LLC	3233 W Mercury Blvd	Hampton	Virginia	23666	(757) 827-0570

EXHIBIT C

FINANCIAL STATEMENTS

RENT-A-CENTER FRANCHISING INTERNATIONAL, INC.

Financial Statements

December 31, 2025, 2024 and 2023

(With Independent Auditors' Report Thereon)

CPAs | CONSULTANTS | WEALTH ADVISORS

CLAconnect.com

CliftonLarsonAllen LLP
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 financial statements of Rent-A-Center Franchising International, Inc., which comprise the balance sheets as of December 31, 2025, 2024, and 2023, 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 accompanying financial statements present fairly, in all material respects, the financial position of Rent-A-Center Franchising International, Inc. as of December 31, 2025, 2024 and 2023, 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 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.

CLA (CliftonLarsonAllen LLP) is an independent network member of CLA Global. See CLAglobal.com/disclaimer.

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

CliftonLarsonAllen LLP

Milwaukee, Wisconsin
April 21, 2026

RENT-A-CENTER FRANCHISING INTERNATIONAL, INC.

Balance Sheets

December 31, 2025, 2024 and 2023

	2025	2024	2023
ASSETS			
Current assets:			
Cash and cash equivalents	$ —	$ —	$ —
Trade accounts receivable, net	17,692,028	28,757,292	17,449,386
Prepaid expenses and other assets	560,476	235,297	247,264
Total current assets	18,252,504	28,992,589	17,696,650
Non-current assets:			
Property assets, net	46,980	157,912	360,010
Deferred tax assets	2,132,285	1,212,058	909,158
Total assets	$ 20,431,769	$ 30,362,559	$ 18,965,818
LIABILITIES AND STOCKHOLDER'S EQUITY			
Current liabilities:			
Accounts payable	$ 21,438	$ 68,643	$ 240,514
Accrued liabilities	1,812,637	3,507,868	3,449,175
Total current liabilities	1,834,075	3,576,511	3,689,689
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	112,631,720	103,617,347	90,908,151
	127,090,623	118,076,250	105,367,054
Receivable from parent company	(108,492,929)	(91,290,202)	(90,090,925)
Total stockholder's equity	18,597,694	26,786,048	15,276,129
Total liabilities and stockholder's equity	$ 20,431,769	$ 30,362,559	$ 18,965,818

See accompanying notes to financial statements

RENT-A-CENTER FRANCHISING INTERNATIONAL, INC.

Statements of Earnings

Years ended December 31, 2025, 2024 and 2023

	2025	2024	2023
Revenues:			
Sales	$ 91,117,049	$ 89,550,623	$ 95,331,600
Royalties	16,351,090	18,060,444	18,047,370
National advertising fees	5,031,749	5,793,306	5,104,690
Franchise fees	1,300,133	799,449	805,688
Service fees	4,373,378	3,990,265	2,903,278
Total revenues	118,173,399	118,194,087	122,192,626
Costs and expenses:			
Cost of merchandise sold	89,339,592	88,213,632	95,103,177
Parent Company royalty fee	9,200,542	9,269,135	9,227,369
General and administrative expenses	15,609,139	12,006,122	10,160,578
Total costs and expenses	114,149,273	109,488,889	114,491,124
Operating income	4,024,126	8,705,198	7,701,502
Interest and other income	7,644,681	7,861,148	7,482,310
Earnings before income tax expense	11,668,807	16,566,346	15,183,812
Income tax expense	2,654,434	3,857,150	3,301,240
Net earnings	$ 9,014,373	$ 12,709,196	$ 11,882,572

See accompanying notes to financial statements

RENT-A-CENTER FRANCHISING INTERNATIONAL, INC.

Statements of Stockholders' Equity

Years ended December 31, 2025, 2024 and 2023

	Common Stock	Additional paid-in capital	Retained earnings	Receivable from parent company	Total
Balance at January 1, 2023	$ 10	$ 14,458,893	$ 79,025,579	$ (77,724,397)	$ 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	$ (90,090,925)	$ 15,276,129
Net advances to Parent Company	—	—	—	(1,199,277)	(1,199,277)
Net earnings	—	—	12,709,196	—	12,709,196
Balance at December 31, 2024	$ 10	$ 14,458,893	$ 103,617,347	$ (91,290,202)	$ 26,786,048
Net advances to Parent Company	—	—	—	(17,202,727)	(17,202,727)
Net earnings	—	—	9,014,373	—	9,014,373
Balance at December 31, 2025	$ 10	$ 14,458,893	$ 112,631,720	$ (108,492,929)	$ 18,597,694

See accompanying notes to financial statements

RENT-A-CENTER FRANCHISING INTERNATIONAL, INC.

Statements of Cash Flows

Years ended December 31, 2025, 2024 and 2023

	2025	2024	2023
Cash flows provided by (used in) operating activities:			
Net earnings	$ 9,014,373	$ 12,709,196	$ 11,882,572
Adjustments to reconcile net earnings to net cash provided by (used in) operating activities:			
Depreciation	107,875	141,348	146,012
Bad debt expense (recovery)	5,584,026	969,248	(36,604)
Deferred income tax	(920,227)	(302,900)	(63,611)
Loss on asset disposal	3,731	28,014	—
Changes in operating assets and liabilities:			
Trade accounts receivable	5,477,988	(12,263,819)	557,177
Accrued interest	(7,644,681)	(7,861,148)	(7,482,310)
Notes receivable	3,250	3,000	108,451
Prepaid expenses and other assets	(325,179)	28,280	(85,838)
Accounts payable	(47,205)	(171,871)	40,722
Accrued liabilities	(1,693,896)	58,693	(178,692)
Net cash provided by (used in) operating activities	9,560,055	(6,661,959)	4,887,879
Cash flows used in investing activity:			
Purchase of property assets	—	(16,015)	(17,843)
Net cash used in investing activities	—	(16,015)	(17,843)
Cash flows (used in) provided by financing activities:			
Receivable from parent company	(9,560,055)	6,677,974	(4,870,036)
Net cash (used in) provided by financing activities	(9,560,055)	6,677,974	(4,870,036)
Net change in cash and cash equivalents	—	—	—
Cash and cash equivalents at beginning of year	—	—	—
Cash and cash equivalents at end of year	$ —	$ —	$ —
Cash paid during the year for income taxes	$ 564,013	$ 415,411	$ 93,266

See accompanying notes to financial statements

(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 lease 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, 2025, there were 324 Rent-A-Center and 29 RimTyme franchised lease-to-own stores operating in 24 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 lease 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 based on a percent of the franchisees' monthly gross revenues 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, 2025, 2024 and 2023. 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, 2025, 2024, 2023 and January 1, 2023 was $1,435,876, $2,736,009, $2,897,958 and $3,430,146 respectively. The balance of contract liabilities includes unearned franchise fees of $1,427,876, $2,706,009 and $2,816,958 at December 31, 2025, 2024 and 2023, respectively.

(e) Property Assets and Related Depreciation

Property assets are stated at cost less accumulated depreciation. Depreciation is recognized 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, 2025, 2024 and 2023 was $107,875, $141,348 and $146,012, 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, 2025, 2024 and 2023, 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 obtained through 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 2025, 2024 and 2023.

(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, 2025, 2024 and 2023, 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, 2025, 2024 and 2023, advertising costs were $11,317, $38,407 and $15,096, respectively.

(k) National Advertising Fund

The Company manages advertising funds for the Rent-A-Center 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.

(m) Newly Adopted Accounting Pronouncements

In December 2023, the FASB issued ASU 2023-09, Income Taxes (Topic 740): Improvements to Income Tax Disclosures, which is intended to improve the transparency of the annual income tax disclosures by requiring specific categories in the income tax rate reconciliation and disaggregation of income taxes paid by jurisdiction. It also includes certain other amendments to improve the effectiveness of income tax disclosures. Adoption of ASU 2023-09 was required for the Company beginning January 1, 2025 for the fiscal year end December 31, 2025. The Company has included required disclosure updates in the accompanying financial statements for the year ended December 31, 2025, using a prospective approach.

(2) Related Party Transactions

The receivable from Parent Company is unsecured and bears interest at the Secured Overnight Financing Rate ("SOFR") plus 2.25%. Prior to October 2024, the interest on the receivable from the Parent Company was based on London Interbank Offered Rate ("LIBOR") plus 2.25%. For the years ended December 31, 2025, 2024 and 2023, the Company recorded interest income on the note of approximately $7,644,681, $7,861,148 and $7,482,310, 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, 2025, 2024 and 2023.

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 2025, 2024 and 2023, 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, 2025, 2024 and 2023, the Company incurred Parent Company royalty fees of $9,200,542, $9,269,135 and $9,227,369, respectively.

(3) Trade Accounts Receivable

Receivables consist of the following at December 31,:

	2025	2024	2023
Trade accounts receivable:			
Sales to franchisees	$ 17,585,363	$ 20,637,333	$ 11,359,673
Royalties from franchisees	3,818,717	5,213,437	3,141,323
Other	3,356,674	4,387,972	3,457,592
Total	24,760,754	30,238,742	17,958,588
Less allowance for doubtful accounts	(7,068,726)	(1,481,450)	(509,202)
Trade accounts receivable, net	$ 17,692,028	$ 28,757,292	$ 17,449,386

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

	2025	2024	2023
Beginning balance	$ 1,481,450	$ 509,202	$ 466,568
Bad debt provision	5,587,276	972,248	42,634
Ending balance	$ 7,068,726	$ 1,481,450	$ 509,202

(4) Notes Receivable

Notes receivable consist of the following at December 31,:

	2025	2024	2023
Unsecured noninterest bearing notes with franchisees (due on demand)	$ 213,398	$ 216,648	$ 219,648
Unsecured interest bearing notes with franchisees (bearing interest rate of 3.9% with monthly installments of $5,339) maturing on February 2029	499,967	499,967	499,967
Total notes receivable	713,365	716,615	719,615
Less allowance for notes receivable	(713,365)	(716,615)	(719,615)
Long term notes receivable	$ —	$ —	$ —

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

	2025	2024	2023
Beginning Balance	$ 716,615	$ 719,615	$ 722,615
Bad debt provision (recovery)	(3,250)	(3,000)	(3,000)
Ending balance	$ 713,365	$ 716,615	$ 719,615

(5) Property Assets

Property assets consist of the following at December 31,:

	2025	2024	2023
Furniture and equipment	$ 543,758	$ 641,807	$ 717,762
Construction in progress	—	1,335	34,444
Total	543,758	643,142	752,206
Less accumulated depreciation	(496,778)	(485,230)	(392,196)
Property assets, net	$ 46,980	$ 157,912	$ 360,010

(6) Accrued Liabilities

Accrued liabilities consist of the following at December 31,:

	2025	2024	2023
Accrued liabilities:			
Unearned franchise and development fees	$ 1,435,876	$ 2,736,009	$ 2,897,958
Income taxes payable	249,515	499,387	116,630
Payroll	97,967	251,153	361,353
Other	29,279	21,319	73,234
Total accrued liabilities	$ 1,812,637	$ 3,507,868	$ 3,449,175

(7) Income Taxes

For financial statement purposes, earnings before income taxes by source was comprised of $11,668,807, 16,566,346 and 15,183,812 at December 31, 2025, 2024 and 2023, respectively.

Cash paid for income taxes, net of refunds received, by source was comprised of the following at December 31,:

	2025
Federal	$ —
State and Local	
California	123,608
Florida	68,000
Maryland	55,000
New York	37,075
Georgia	37,000
Other	243,330
Cash paid for income taxes, net of refunds received	$ 564,013

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

	2025	2024	2023
Current expense:			
Federal	$ 3,309,911	$ 3,715,421	$ 3,118,849
State	264,750	444,629	246,002
Total current	3,574,661	4,160,050	3,364,851
Deferred expense (benefit)			
Federal	(858,843)	(243,275)	(55,701)
State	(61,384)	(59,625)	(7,910)
Total deferred	(920,227)	(302,900)	(63,611)
Total income tax expense	$ 2,654,434	$ 3,857,150	$ 3,301,240

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

	2025	
	Amount	Percent
Tax at statutory rate	$ 2,450,449	21.0 %
State income tax, net of federal benefit[(1)]	160,659	1.4 %
Non-deductible items	5,609	— %
Other, net	37,717	0.3 %
Effective income tax rate	$ 2,654,434	22.7 %

[(1)] California makes up the majority (greater than 50 Percent) of the tax effect in this category

	2024	2023
Tax at statutory rate	21.0 %	21.0 %
State income tax, net of federal benefit	3.4	1.2
Other, net	(1.1)	(0.5)
Effective income tax rate	23.3 %	21.7 %

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

	2025	2024	2023
Deferred tax assets:			
Allowance for bad debt	$ 1,817,837	$ 535,411	$ 296,112
Accrued liabilities	324,292	720,473	702,031
Total deferred tax assets	2,142,129	1,255,884	998,143
Deferred tax liabilities			
Furniture and equipment	(9,844)	(43,826)	(88,985)
Total deferred tax liabilities	(9,844)	(43,826)	(88,985)
Net deferred taxes	$ 2,132,285	$ 1,212,058	$ 909,158

(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, 2025, 2024 and 2023, the Company was one of the guarantors of approximately $1,136.8 million, $877.3 million and $881.1 million, respectively, of Upbound Group's outstanding indebtedness.

(9) Subsequent Events

The Company evaluated its December 31, 2025 financial statements for subsequent events through April 21, 2026, 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.

Global
INDEPENDENT
NETWORK MEMBER

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

EXHIBIT D

FRANCHISE AGREEMENT

#_____

RENT-A-CENTER FRANCHISING INTERNATIONAL, INC.

RIMTYME RENTAL STORE

FRANCHISE AGREEMENT

_____
Franchisee

_____

_____
Store Address

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ATTACHMENT A - GUARANTEE, INDEMNIFICATION AND ACKNOWLEDGMENT

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ADDENDUM RELATING TO RENT-A-CENTER FRANCHISING INTERNATIONAL, INC. FRANCHISE AGREEMENT (SBA LOANS)

RIMTYME RENTAL STORE
FRANCHISE AGREEMENT

THIS AGREEMENT, effective this ____ day of _____, 2026, by and between Rent-A-Center Franchising International, Inc., a Texas corporation (**"Franchisor"**) and _____, a corporation/limited liability company/limited partnership formed in the state of _____ (**"Franchisee"**).

RECITALS

A. Franchisor, as the result of the expenditure of time, skill, effort and money, has developed and owns a unique system (hereinafter **"System"**) relating to the operation of "rental purchase" and retail sales programs offering a specialized inventory of vehicle wheels, tires and related products and accessories; 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; and training and supervision in the operation of a RIMTYME RENTAL STORE, all of which may be changed, improved and further developed by Franchisor from time to time.

B. Franchisor is the owner of the entire right, title, and interest in certain trademarks, service marks, logos, emblems, and indicia of origin (hereinafter **"Proprietary Marks"**), including but not limited to the mark "RIMTYME" and such other trade names, service marks, and trademarks as may be designated now or hereafter by Franchisor (in the RimTyme Operations Manual or otherwise in writing) for use in connection with the System.

C. Franchisee desires to enter into the business of operating a RimTyme 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 Franchisor in connection therewith.

D. Franchisee understands and acknowledges the importance of Franchisor's high and uniform standards of quality and service and the necessity of operating the RimTyme Rental Store in conformity with Franchisor's standards and specifications.

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 RimTyme 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 RIMTYME 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, RIMTYME RENTAL STORES using the Proprietary Marks and/or System outside the Protected Territory (which RIMTYME 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.

1.5 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, 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.

2.2 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 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 this 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 3.1 Franchise Fee: Franchisor acknowledges receipt from Franchisee of an initial franchise fee of Twenty-Five Thousand Dollars ($25,000) less any applicable credit for Development Fees paid. 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 not to exceed four percent (4%) of the gross rental payments and sales, as defined in Section 3.5 below.

3.3 Advertising Fee: Franchisor has established the Advertising Fund, to be paid by Franchisee to Franchisor on a monthly basis, at an amount not to exceed three percent (3%) 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 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 Fee: All monthly payments required by this Section 3 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. Franchisor shall have the right to require Franchisee to transmit royalty payments and/or advertising fees 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. Franchisor may apply any payments received to the oldest outstanding balance first at its discretion.

3.5 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 all revenue from the distribution of any products sold on a wholesale or other arrangements rather than physically offered in the Rental Store to the general public if products are of the same general type offered by the System. 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."

3.6 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"). Use of our Supply Services is optional; however, Franchisor reserves the right to 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 or wheel and tire 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.

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 RimTyme Operations Manual: Franchisor shall provide on loan to Franchisee for the term of this Agreement one copy of the RimTyme Operations Manual or other policy document (**"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 samples of all advertising and promotional plans and materials submitted to Franchisor by Franchisee for use in accordance with the procedures described in Section 9.6 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. 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 shall conduct such initial training and periodic retraining of its other employees as Franchisee deems necessary.

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 also maintain a sufficient quantity of any promotional products in conjunction with any advertising campaign established by Franchisor, and Franchisor reserves the right to establish or modify, from time to time, minimum purchases for promotional products.

5.4.3 Franchisee is obligated to make all payments required under this Agreement as and when due, whether owed to Franchisor and/or Franchisor's approved vendors (as required by Section 5.4.1). Franchisee acknowledges that, during the term of this Agreement, Franchisor will be a creditor of Franchisee because Franchisee will regularly owe money to Franchisor or its affiliate(s) on account of royalty payments and other amounts due and payable under this Agreement or otherwise in connection with the Store's operation. Given that creditor status and the monies that Franchisee periodically will owe to Franchisor, Franchisee authorizes Franchisor periodically to pull credit reports on Franchisee and its owners to confirm their financial condition and standing,

5.4.4 Electronic Mail Address: With the exception of the abbreviation "RT", you may not include our Marks in the naming convention of the email domain. For example, John.Doe@RimTyme.net not permitted but John.Doe@RT.net is permitted.

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 stationery 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 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 obtain and 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 material changes

to your listings. Franchisee is also solely responsible for tracking and promptly responding to negative online comments by Store customers on social media outlets such as Facebook Instagram, Twitter, etc. and online directories such as Yelp, or Google, but to the extent Franchisor implements guidelines for such social media or online usage and/or addressing of complaints then Franchisee will implement and comply with such guidelines.

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 2 provisions:

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.

5.11 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 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 shall 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, and shall pay to Franchisor such fee as Franchisor may prescribe therefore, which shall in no event exceed $320 per store per calendar year.

5.14 Internet: Franchisor has established and plans to maintain a website to provide information about the Franchisor and the products and services that RIMTYME 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. The Website includes a series of interior pages that identify participating RimTyme Rental Stores. Franchisor shall, technology permitting, grant Franchisee the right to establish a webpage containing an online store within the interior pages of the Website (the "**Online Store**"), so long as Franchisee is not in default under this Agreement or any other agreement with Franchisor. Franchisee may propose the content of Franchisee's Online Store, but must use the Franchisor's most current website template and administration tools. Franchisee shall update the Online Store data at least twice annually, including posting such minimum number of products in each category as Franchisor may require, which products are available for customers to view and order online. Franchisor may require that all Online Store content be developed by Franchisor or its webmaster at Franchisee's expense. All content is subject to Franchisor approval prior to posting as to form, content and programming quality. Franchisor may restrict Franchisee's capability to modify the Online Store except in coordination with Franchisor's webmaster and in compliance with Franchisor's standards. Franchisee shall have no right, license or authority to advertise the Store or use any of the Proprietary Marks on or in connection with the Internet, except as stated in and permitted by this Section 5.14. In all cases, Franchisor shall 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 Instagram, Facebook and Twitter or other similar outlets, that may exist in the future. Franchisor may use part of the National Fund monies it collects under this Agreement to pay or reimburse the costs associated with the development, maintenance and update of such profile(s). Franchisor may (but is under no obligation to) establish guidelines under which Franchisee may establish profiles or otherwise establish a presence on the social media outlets. In that event,

Franchisee must comply with the standards, protocols and restrictions that Franchisor imposes on such use.

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 at 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 owns all right, title, and interest in and to the Proprietary Marks.

6.1.2 Franchisor has taken and will take all steps reasonably necessary to preserve and protect its ownership and the validity of 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 "RIMTYME RENTAL STORE," without prefix or

suffix, and Franchisee shall advertise the Store under the name of “RIMTYME”, 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.

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 the exclusive right and interest in and to 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.

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 Manuals: 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 Manuals, one copy of which Franchisee acknowledges having received on loan from Franchisor for the term of this Agreement. The Manuals are designed to protect the RimTyme System and goodwill of the Proprietary Marks associated with the System and foster a uniform quality of operations through 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 Manuals Confidential: Franchisee shall at all times treat the Manuals, 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 may from time to time revise the Manuals and Franchisee expressly agrees promptly to comply with each new or changed standard.

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 to 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.

9.2 Advertising Fund: Franchisee agrees that Franchisor shall have the right, in its sole discretion, to establish or change an Advertising Fund (sometimes referred to herein as the **"Fund"**) for the System. Franchisee agrees to make contributions 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. 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. Franchisee may be required to provide Franchisor with transactional data and customer data from time to time as the Franchisor may direct to assist with advertising and promotional programs.

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 Advertising Fund and make such statement available to Franchisee for review. No independent audit of the Advertising 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 on the Fund has been spent for the stated purposes of the Advertising Fund or returned to the contributors.

9.2.5 While Franchisee is in compliance with its Advertising Fund contribution obligations, Franchisee will be (a) furnished with advertising and promotional materials which were produced with expenditures from the Advertising Fund for distribution to franchisees on the same terms and conditions as the materials are furnished to other franchisees and (b) allowed to participate in advertising, promotional, and marketing activities and programs funded by the Advertising Fund on the same terms and conditions as are other franchisees. However, Franchisee's failure to pay required Advertising Fund contributions when due, and to cure that default within fifteen (15) days after its receipt of notice of default from Franchisor, will result in Franchisee immediately no longer having the right to receive such materials or to participate in such activities and programs while it is in default (although Franchisor's decision not to furnish such materials or to allow such participation after any payment default will not excuse Franchisee's obligation to pay in full all outstanding amounts and to continue paying all Advertising Fund contributions when due).

9.3 Franchisor Approval of Advertising: Franchisee may not use its own advertising and promotional materials without Franchisor's prior written approval. Franchisee must submit to us samples of all advertising and promotional plans and materials prior to any external use. 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 shall submit to Franchisor for its approval (in the manner prescribed in Section 20) samples of all advertising and promotional plans and materials prior to their use. If Franchisee has not received written notice of disapproval within ten (10) business days after Franchisor's receipt of the materials, Franchisee may use the plans or materials. 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, 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, to 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.

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 and sales and business activity during the preceding month and such other data or information regarding operation of the Store as Franchisor may require.

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

10.6 Submission of Additional Reports: 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, 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 ten percent (10%) 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 including to other of its franchisees 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: Should Franchisee, for any reason, fail to procure or maintain 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 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. 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) for a term ending on the expiration date of this Agreement and with such renewal term as may be provided by this Agreement, the standard form franchise agreement then 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; 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 Unless the transferee is a current Franchisee of Franchisor, Franchisee shall pay to Franchisor a transfer fee of Five Thousand Dollars ($5,000) 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.

12.2 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 12.3.

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 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 fifteen (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 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 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 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 each partner or individual holding 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 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 thirty (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 twenty-four (24) 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 (other than Development Agreement) 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 4.2 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 "RIMTYME" 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.

14.5 Modification of Store to Avoid Public Confusion: Franchisee agrees, if it ceases to operate a RimTyme 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.

14.6 Franchisee Payment of Debts: Franchisee shall promptly pay all sums owing to Franchisor and its affiliates. 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 purchase for cash any other products, supplies and inventory, signs, and advertising materials, as well as all items bearing Franchisor's Proprietary Marks, at Franchisee's cost or fair market value, whichever is less; provided, however, that Franchisor shall have the right (but not the obligation) 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 5 times the average monthly "Adjusted Revenue" applicable to such accounts/accounts receivable and received in the prior 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. Except as described in the immediately preceding sentence, if the parties cannot agree on fair market value within a reasonable time, then each party shall select an independent appraiser. The two (2) appraisers shall have up to fifteen (15) business days to agree on fair market value. If they cannot agree, then they shall jointly select a third independent appraiser, whose decision shall be final and binding. If Franchisor elects 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, and the cost of the appraisal, if any, against any payment therefor.

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), books 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.

14.12 Liquidated Damages: Franchisor and Franchisee agree that if this Agreement is terminated before the expiration of the Term, it would be impossible to calculate with reasonable certainty the losses that would be incurred by Franchisor considering the unpredictability of future business conditions, inflationary prices, the impact on Franchisor's reputation from having closed a franchised business, Franchisor's ability to replace the Franchised Business in the same market, among other factors. Accordingly, if this Agreement is terminated prior to the expiration of the Term, Franchisor will be entitled to recover as liquidated damages, and not as a penalty, an amount equal to the greater of: (a) $150,000; or (b) the aggregate royalty and other ongoing fees due to Franchisor under this Agreement (the "Continuing Fees") during the thirty-six (36) full calendar months during which the Franchised Business was open and operating immediately before the termination date (or, if the Franchised Business has not been open and operating for thirty-six (36)months before the termination date, the average monthly Continuing Fees due to Franchisor for all months during which the Franchised Business was open and operating) multiplied by thirty-six (36) or the number of months remaining in the then-current term of this Agreement, whichever is less. Notwithstanding anything contained herein to the contrary, if a court determines that this liquidated damage provision is unenforceable, then Franchisor may pursue all other available remedies, including claims for lost future royalty fees.

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, a member (if Franchisee is a Limited Liability Franchisor) approved by Franchisor, or a Store manager of Franchisee 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 or Franchisor-owned Store 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 two (2) 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 or Franchisor-owned Store is located.

15.3.2 Divert or attempt to divert any actual or potential business or customer of the Store to any actual or potential 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 ten percent (10%) 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 five 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 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.

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; (b) 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 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 (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 the 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; 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 provides any assistance or makes any purchasing, financing or other arrangement for Franchisee, are those warranties issued by the applicable manufacturer to Franchisee or 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 service will be merchantable, fit for any purpose or any particular purpose, or suitable to 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 arrange 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 electronic mail, 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

Notice to Franchisee:
_____
_____
_____
Email: _____

Notices shall be deemed to have been received as follows: by personal delivery or electronic mail 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 the State Amendment attached hereto. 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 against the other for any special, indirect, incidental, consequential or punitive damages of any kind (including but not limited to loss of profits, business revenues, business interruption, loss of goodwill and similar damages), whether based on contract, tort or any other legal theory, regardless of either party's knowledge of the possibility of such damages and whether or not such damages are foreseeable. Franchisor and Franchisee agree that in the event of a dispute between them, each shall be limited to the recovery of any direct or general damages sustained by it. If any term herein is declared to be void or unenforceable by a court of competent jurisdiction, such declaration shall have no effect on the other terms of this Agreement, which will remain in effect and fully enforceable.

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 (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 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 23.6, be referred to arbitration. 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 eighty (180) days after the selection of the arbitrator. The final arbitration hearing will begin not 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 ten (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 include, 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 under two or more Rental Stores and two or more 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 on the day and year first above written.

FRANCHISEE:

_____

By: _____
Name: _____
Title: _____

FRANCHISOR:

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

By: _____
Name: Craig Olson
Title: Vice President - Franchising

GUARANTEE, INDEMNIFICATION, AND ACKNOWLEDGEMENT

As an inducement to Rent-A-Center Franchising International, Inc. ("Franchisor") to execute the Franchise Agreement with _____ ("Franchisee") dated _____, 2026 and in consideration of Franchisor executing the Franchise Agreement, the receipt of which is hereby acknowledged. Guarantors jointly and severally agree as follows:

1. 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.

2. 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.

3. 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 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.

4. Franchisor shall not be obligated to proceed against Franchisee or exhaust any security from Franchisee or pursue or exhaust any remedy, including nay 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.

5. 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.

6. 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.

7. 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:

Notices to Guarantors:

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: Craig Olson
Title: Vice President – Franchising

COVENANT NOT TO COMPETE

THIS COVENANT NOT TO COMPETE ("**Covenant**") is made effective this _____ day of _____, 2026 (the "**Effective Date**"), by and between Rent-A-Center Franchising International, Inc., a Texas corporation ("**Franchisor**"), _____, a _____ ("**Franchisee**") and _____ ("**Covenantor**" or "**you**").

RECITALS

A. Franchisor grants Franchisee the right to develop and operate a rental store offering a specialized inventory of vehicle wheels, tires and related products and accessories ("**RIMTYME 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 RimTyme Rental Stores; (h) employee recruiting, interviewing, orientation, training and evaluation policies and procedures; (i) trade dress and plans and specifications for RimTyme 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 RimTyme 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 RimTyme Rental Store is located.

1.2 You will not, without Franchisor's prior written consent, for a continuous, uninterrupted two-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 RimTyme 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 RimTyme Rental Store is located.

1.2.2 Divert or attempt to divert any actual or potential business or customer of the RimTyme Rental Store to any actual or potential 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 Covenant 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 Covenant 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 Covenant shall be in writing and shall be personally delivered, sent by electronic mail, 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

Notice to Franchisee:
_____
_____
_____
Email:

Notice to Covenantor:
_____
_____
_____
Email: _____

Notices shall be deemed to have been received as follows: by personal delivery or electronic mail 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 Covenant 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 Covenant 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 Covenant.

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

COVENANTOR:

_____
Name: ___, individually

FRANCHISEE:

_____
a _____

By: _____
Name: _____
Title: _____

FRANCHISOR:

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

By: _____
Name: Craig Olson
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 _____, 2026, 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 (or License) 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.,

By: _____
Name: Craig Olson
Title: Vice President - Franchising

EXHIBIT E

DEVELOPMENT AGREEMENT

RENT-A-CENTER FRANCHISING INTERNATIONAL, INC.

RIMTYME
DEVELOPMENT AGREEMENT

_____
Developer

_____
Development Area

RENT-A-CENTER FRANCHISING INTERNATIONAL, INC.
RIMTYME RENTAL STORE DEVELOPMENT AGREEMENT

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ATTACHMENT A DEVELOPMENT SCHEDULE AND DEVELOPMENT AREA

RENT-A-CENTER FRANCHISING INTERNATIONAL, INC.
RIMTYME RENTAL STORE DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT made and entered into on _____, 2026, by and between Rent-A-Center Franchising International, Inc., a Texas corporation with its principal place of business at 5501 Headquarters Drive, Plano, Texas 75024 (**"Franchisor"**) and _____, with an address at _____ (**"Developer"**).

RECITALS:

A. Franchisor awards franchises to operate custom wheels and tires 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 Franchisor;

B. Developer desires to obtain certain development rights to establish RimTyme rental stores 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 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, businesses under other proprietary marks or other systems, whether such businesses are the same, similar, or different from the businesses operating under the System, and whether such businesses are located within or outside the Development Area; and

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.

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 **Seven Thousand Five Hundred Dollars ($7,500)** 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. In the event that the Franchisor should materially change the system in regard to Proprietary Marks, Franchisor shall be required to refund Developer the development fee for each store not developed. Except as specifically provided in the preceding sentence, the development fee is non-refundable.

3. DEVELOPMENT OBLIGATIONS

3.1 Execution of Franchise Agreement: Developer shall execute a Franchise Agreement for each Rental Store to be franchised, and shall concurrently execute 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 as a condition precedent to execution of Franchise Agreement. 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

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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.

3.3 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 Manuals: Franchisor shall provide Developer, on loan, one copy of Franchisor's RimTyme Operations Manual or any other policy documents (collectively, **"Manuals"**), 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.

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: 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.

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 twenty-four (24) 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 venture, 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, the "**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, the "**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 electronic mail, 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 Dr
Plano TX 75024
Email: 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 -- 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 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 if applicable. 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 against the other for any special, indirect, incidental, consequential or punitive damages of any kind (including but not limited to loss of profits, business revenues, business interruption, loss of goodwill and similar damages), whether based on contract, tort or any other legal theory, regardless of either party's knowledge of the possibility of such damages and whether or not such damages are foreseeable. Franchisor and Developer agree that in the event of a dispute between them, each shall be limited to the recovery of any direct or general damages sustained by it. If any term herein is declared to be void or unenforceable by a court of competent jurisdiction, such declaration shall have no effect on the other terms of this Agreement, which will remain in effect and fully enforceable.

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 14.6, be referred to arbitration. 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 under two or more Rental Stores and two or more 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.

DEVELOPER:

_____

By: _____
Name:
Title:

FRANCHISOR:

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

By: _____
Name: Craig Olson
Title: Vice President – Franchising

EXHIBIT A

DEVELOPMENT SCHEDULE

Rental Store Number	Date by Which the Rental Store Must be Opened and Continuously Operating for Business in the Development Area	Minimum Cumulative Number of Rental Stores Required to be Open and Continuously Operating for Business in the Development Area
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_____

EXHIBIT F

LIST OF STATE AGENCIES/AGENTS FOR SERVICE OF PROCESS

STATE AGENCIES/AGENTS
FOR SERVICE OF PROCESS

Listed here are the names, addresses and telephone numbers of the state agencies having responsibility for the franchising disclosure/registration laws. We may not yet be registered to sell franchises in any or all of these states.

If a state is not listed, we have not appointed an agent for service of process in that state in connection with the requirements of the franchise laws. There may be states in addition to those listed below in which we have appointed an agent for service of process.

There also may be additional agents appointed in some of the states listed.

CALIFORNIA

Website: www.dfpi.ca.gov
Email: ask.DFPI@dfpi.ca.gov

(for service of process)
Commissioner of Department of Financial Protection & Innovation

(state franchise administrator)
Department of Financial Protection & Innovation

Toll Free: 1 (866) 275-2677

Los Angeles
320 West 4th Street, Suite 750
Los Angeles, California 90013-2344
(213) 576-7500

Sacramento
651 Bannon Street, Suite 300
Sacramento, California 95811
(916) 327-7585

San Diego
1455 Frazee Road, Suite 315
San Diego, California 92108
(619) 525-4233

San Francisco
One Sansome Street, Suite 600
San Francisco, California 94104-4428
(415) 972-8559

HAWAII

(for service of process)

Commissioner of Securities
Department of Commerce
and Consumer Affairs
Business Registration Division
335 Merchant Street, Room 203
Honolulu, Hawaii 96813
(808) 586-2722

(for other matters)

Commissioner of Securities
Department of Commerce
and Consumer Affairs
Business Registration Division
335 Merchant Street, Room 205
Honolulu, Hawaii 96813
(808) 586-2722

ILLINOIS

Illinois Attorney General
500 South Second Street
Springfield, Illinois 62706
(217) 782-4465

INDIANA

(for service of process)

Indiana Secretary of State
201 State House
200 West Washington Street
Indianapolis, Indiana 46204
(317) 232-6531

(state agency)

Indiana Secretary of State
Securities Division
Room E-111
302 West Washington Street
Indianapolis, Indiana 46204
(317) 232-6681

MARYLAND

(for service of process)

Maryland Securities Commissioner
at the Office of Attorney General-
Securities Division
200 St. Paul Place
Baltimore, Maryland 21202-2021
(410) 576-6360

(state agency)

Office of the Attorney General-
Securities Division
200 St. Paul Place
Baltimore, Maryland 21202-2021
(410) 576-6360

MICHIGAN

Michigan Department of Attorney General
Corporate Oversight Division
525 W. Ottawa Street
G. Mennen Williams Building, 5th Floor
Lansing, Michigan 48913
(517) 335-7567

MINNESOTA

Commissioner of Commerce
Department of Commerce
85 7th Place East, Suite 280
St. Paul, Minnesota 55101
(651) 539-1500

NEW YORK

(for service of process)

Attention: New York Secretary of State
New York Department of State
One Commerce Plaza,
99 Washington Avenue, 6th Floor
Albany, New York 12231-0001
(518) 473-2492

(Administrator)

NYS Department of Law
Investor Protection Bureau
28 Liberty Street, 21st Floor
New York, New York 10005
(212) 416-8236

NORTH DAKOTA

(for service of process)

Insurance Commissioner
North Dakota Insurance & Securities
Department
600 East Boulevard Avenue, Dept. 401
Bismarck, North Dakota 58505
(701) 328-2910

(state agency)

North Dakota Insurance & Securities
Department
600 East Boulevard Avenue, Dept. 401
Bismarck, North Dakota 58505
(701) 328-2910

OREGON

Oregon Division of Financial Regulation
350 Winter Street NE, Suite 410
Salem, Oregon 97301
(503) 378-4140

RHODE ISLAND

Securities Division
Department of Business Regulations
1511 Pontiac Avenue
John O. Pastore Complex-Building 69-1
Cranston, Rhode Island 02920
(401) 462-9500

SOUTH DAKOTA

Division of Insurance
Securities Regulation
124 S. Euclid, Suite 104
Pierre, South Dakota 57501
(605) 773-3563

VIRGINIA

(for service of process)

Clerk, State Corporation Commission
1300 East Main Street
First Floor
Richmond, Virginia 23219
(804) 371-9733

(for other matters)

State Corporation Commission
Division of Securities and Retail Franchising
Tyler Building, 9th Floor
1300 East Main Street
Richmond, Virginia 23219
(804) 371-9051

WASHINGTON

(for service of process)

Securities Division
Department of Financial Institutions
150 Israel Road SW
Tumwater, Washington 98501
(360) 902-8760

(for other matters)

Securities Division
Department of Financial Institutions
P. O. Box 41200
Olympia, Washington 98504-1200
(360) 902-8760

WISCONSIN

(for service of process)

Administrator, Division of Securities
Department of Financial Institutions
4822 Madison Yards Way, North Tower
Madison, Wisconsin 53705
(608) 266-2139

(state administrator)

Division of Securities
Department of Financial Institutions
4822 Madison Yards Way, North Tower
Madison, Wisconsin 53705
(608) 266-9555

EXHIBIT G

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RIMTYME
CUSTOM WHEELS AND TIRES®

FRANCHISE

OWNER'S MANUAL

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7.3.1b Email Marketing
7.3.1c Display Marketing
7.3.1d Online Video
7.3.1e Paid Social Media
7.3.2 Print
7.3.2a RimTyme's Direct Mail
7.3.2b In-Store POP

7.4 Franchise Marketing Committee (FMC)

7.5 Local Marketing

7.5.1 SOCi – Local Social Media and Reputation Management
7.5.2 Local Marketing Approved Vendor Process
7.5.3 Local Marketing Approval Process

7.6 Community Content

8 DAILY OPERATING PROCEDURES

8.1 Daily Operating Procedures

8.2 Daily Operations

8.2.1 Opening Procedures
8.2.2 The Rental Process
8.2.3 Local Store Marketing Best Practices
8.2.4 Rental Order Best Practices

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8.2.5 Rental Agreement Best Practices
8.2.6 RimTyme Product Knowledge
8.2.7 The Customer Experience
8.2.8 RimTyme Fundamentals
8.2.9 RimTyme Forms
8.2.10 RimTyme Shop
8.2.11 Wheel and Tire Repairs
8.2.12 Product Returns
8.2.13 Liability Damage Waiver
8.2.14 Adverse Situations
8.2.15 Store Appearance
8.2.16 Closing Procedures
8.2.17 Collection Best Practices
8.2.18 Collection Field Recoveries

8.3 Training

8.3.1 RimTyme Online Learning "R.O.L.L."
8.3.2 Continued Education and Learning
8.3.3 RimTyme Field Business Consultant
8.3.4 RimTyme Field Workshops

8.4 Management Tools

8.4.1 Versirent Reports
8.4.2 Key Performance Indicators
8.4.3 Audit the Fundamentals
8.4.4 OSHA

8.5 Store Vehicles

8.5.1 Operating Vehicle Safety
8.5.2 Vehicle Maintenance
8.5.3 Cleanliness
8.5.4 Service
8.5.5 Daily/Weekly Inspections
8.5.6 Accidents/Tickets

8.6 Merchandising Best Practices

8.6.1 Merchandising Standards
8.6.2 Showroom Floorplan
8.6.3 Shop Safety
8.6.4 Crisis Management
8.6.5 Reporting Accidents
8.6.6 Worker's Compensation Issues
8.6.7 Fire Safety
8.6.8 Robbery/Burglary
8.6.9 Unruly Customers

8.7 Operation Tips and Best Practices

8.7.1 Reducing Turnover
8.7.2 Continued Education and Learning

9 RACFI COMPLIANCE PROGRAM

9.1 Purpose of the RACFI Compliance Program

9.2 RACFI and Franchisee Responsibilities

9.2.1 RACFI Responsibilities
9.2.2 Franchisee Responsibilities

9.3 Franchise Agreement

9.4 Indemnity Provision

9.5 Trademark Usage

9.6 Insurance Requirements

9.6.1 Minimum Amounts of Coverage
9.6.2 Additional Insured
9.6.3 Insurance Agents or Providers
9.6.4 Providing RACFI Evidence of Coverage

9.7 Updates to this Manual

10 FRANCHISE FIELD OPERATIONS

10.1 Your Franchise Business Consultant

10.1.1 Business Partner
10.1.2 Operations Support
10.1.3 Brand Expectations

10.2 Store Visits

11 FINANCE AND ACCOUNTING

11.1 RACFI and Franchisee Responsibilities

11.1.1 Due Dates
11.1.2 Late Fee Penalties
11.1.3 How to Report Royalty/NAF
11.1.4 How to Pay Royalty/NAF

11.2 Chart of Accounts

11.3 Financial Statements

11.3.1 Store Level Profit & Loss Statement
11.3.2 Late Fee Penalty

11.4 Rent to Own Finance Best Practices

11.4.1 Depreciation
11.4.2 Accounting Software

11.5 Fees & Penalties

11.5.1 Credit Hold
11.5.2 Application of Payment

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12 FRANCONNECT

12.1 Purpose and General Overview

12.2 FranConnect Menu Structure

12.2.1 The Hub

12.2.2 Directory

12.2.3 Library

12.2.4 Related Links

12.3 Opener Tab

12.4 Field Ops Tab

12.5 Support Tab

12.6 Training Tab

12.7 FranConnect Quick Tips

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EXHIBIT H

CURRENT SAMPLE FORM OF GENERAL RELEASE

GENERAL RELEASE

This General Release ("General Release") is entered into effective as of _____ 2025, ("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 and _____ ("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 OWNERS:

_____
Name: _____, individually

_____
Name: _____, individually

ACKNOWLEDGED AND ACCEPTED BY FRANCHISOR:

FRANCHISOR:

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

By: _____
Name: Craig Olson
Title: Vice President – Franchising

EXHIBIT I

SOFTWARE LICENSE AGREEMENT

Purchase and Subscription Agreement

-
-

VersiRent Specialist: 0 0

Date: 4/24/2026 **Expires:** 5/9/2026

		Unit Price	Quantity	Amount
INITIAL - ONE TIME EXPENSE				
Conversion				
	Data Conversion Not Selected From:	500.00	0	-
	Testing and Validation - Largest Volume location	500.00	0	-
	Store Merger within VR to VR	500.00	0	-
Set Up				
	Travel Expense for Discovery Visit /person	450.00	0	-
	Discovery Visit investigation for business model set up/person (2 days)	450.00	0	-
	VersiRent Store (per location)	250.00	0	-
	VersiRent Warehouse (per location)	150.00	0	-
	VersiRent Home Office Hosted Server	150.00	0	-
	VersiRent Store Hosted Server	150.00	0	-
	Agreement Customization (per unique agreement)	300.00	0	-
	Online Payments - Company	395.00	0	-
	Online Payments - Store (per location)	100.00	0	-
	Data Vault Backup (per location)	75.00	0	-
	Website creation and development	5,000.00	0	-
	Website Launch	5,000.00	0	-
	Datacaster Report Builder	1,495.00	0	-
	SQL Standard License for Store Serv.10 GB (2 licenses/4 core)	7,888.00	0	-
	SQL Standard License for Store Serv.10 GB (1 licenses/2 core) if need based on DB	3,944.00	0	-
Training				
	Days of Training/per person for week of Install	450.00	0	-
	Airfare per person for week of Conversion/Consultation	750.00	0	-
	Datacaster Report Builder Design Course	500.00	0	-
Consulting				
	On site Consulting Visits for HOS Accounting/Reporting post install	1,000.00	0	-
		Subtotal - Initial		**$ -**
MONTHLY				
VersiRent Subscription				
	VersiRent Standard (Per Location)	295.00	0	-
	Warehouse (per location)	150.00	0	-
	Home Office System	195.00	0	-
	Home Office - Communication per location	15.00	0	-
	Accounting Integration or Export at Home Office	95.00	0	-
	DataCaster	50.00	0	-
VersiRent Companion Tools				
	Image Management Tool	99.00	0	-
Hosted Home Office System				-
	Hosted Server incl. SQL license (increases as database grows)	600.00	0	-
	(3 locations set up to HOS= $600, each additional loaction = $50)			
Hosted Store System				
	Hosted Store Server inc. SQL License	250.00	0	-
Services	(See Services Agreement for usage rate details)			-
	Mobile Reporting APP - HOS user $99	99.00	0	-
	Mobile Reporting APP - Filed User $49	49.99	0	-
	Website Monthly Service Agreement with Mobile APP includes API monthly service	449.00	0	-
	Website Monthly Service Agreement without Mobile APP includes monthly API service	399.00	0	-
	Online Payments hosted web service (per location)	35.00	0	-
	Account Management Interface with messaging (per location)	30.00	0	-
	AMI usage Cost $0.05 per SMS Sent			
	VersiRent Tablet Workstation Service - -	49.00	0	-
	(teared pricing for locations and # of Tablets)			
	Data Vault Remote Backup Service	50.00	0	-
	Mobile App Service	99.00	0	-
	Website integration for Web Development (Inventory, Leads, Deposits)	79.00	0	-
		Subtotal - Monthly		**$ -**
HARDWARE				
	Home Office Server (supports Online Payments)	10,430.00	0	-
	Store Server without monitor (includes bench setup)	3,572.00	0	-
	Workstation (includes bench setup)	1,432.39	0	-
	Workstation Monitor	200.00	0	-
	Laser Printer	465.00	0	-
	Therminal Receipt Printer	510.00	0	-
	Barcode Printer	425.00	0	-
	Barcode Scanner	259.00	0	-
	Setup of third party Server	500.00	0	-
	Setup of third party Workstation	125.00	0	-
		Subtotal - Equip.		**$ -**
		Shipping and Handling		-
	Purchase Agreement Total - Due with Order			**$ -**

Terms and Conditions of Agreement

100% of Purchase Agreement Total due with order.

I agree to enroll in Ideal's electronic autopay to pay my monthly bill.

Sales Tax may be added if applicable in your state.

This order includes the first month of subscription and services and will be applied to the first month in which the software is used. Autopay will be established and initiated on the 26th of that first month of use and each subsequent month to pay for the following month's service.

I understand that the licenses granted by Ideal for the software products listed above are defined by Ideal's standard End User License Agreement and I agree to use the software in compliance with that agreement. A copy of this license agreement is available online at http://www.idealss.com/legal. Use of the software constitutes acceptance of the terms as set forth in the End User License Agreement.

Installation and Training services when Ideal staff is On Site at your location or when training your staff In Office at Ideal is provided at a daily rate. An estimated number of person-days required is shown on this agreement, but further planning may modify this number of days. Ideal bills for the actual number of person-days used. Weekdays are $750/day and Weekends/holidays are $850/day. Each day includes 8 hours, but additional hours may be available at $85/hour per person on weekdays and $120/hour on weekends/holidays. Travel time to and from your location is billable. Hotel, meals, and ground transportation is included in the daily rate. Airfare is billed additionally as actual.

Included in Software Subscription are all updates as available, unlimited technical support during M-F 8:00am - 5pm CT). Support is limited to assistance with the VersiRent application and does not include other applications, operating system, hardware, networking, virus, or internet connectivity. Assistance with those areas not included may be available at an hourly rate.

The VersiRent Services Agreement is a separate agreement and covers usage rates, terms, and conditions for the use of all VersiRent Services.

"Due to rapid changes in hardware costs, the pricing outlined in this quotation is valid for 7 days from the date of delivery of proposal. To secure the price, goods must be ordered within this 7 day timeframe. Should the proposal be signed after the 7 day timeframe, goods are subject to repricing, and an updated proposal may be needed. Extended installs may affect warranty of some products."

Customer:	**Ideal Software Systems, Inc.**
_____	
Company Name	
_____	_____
Signed by (name, title)	**Signed by (name, title)**
_____	_____
Signature	**Signature**

Date: _____

State Effective Dates

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the state, 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:

State	Effective Date
Illinois	April 21, 2026 (Exempt)
Indiana	April 29, 2026
Michigan	April 21, 2026
Rhode Island	Pending
Virginia	Pending

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

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 days before you sign a binding agreement or make a payment to Rent-A-Center Franchising International, Inc. in connection with the proposed franchise sale.

[Michigan law requires that Rent-A-Center Franchising International, Inc. give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first. New York requires that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates 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 state agencies listed in *Exhibit F*.

The franchise seller is Craig Olson, 5501 Headquarters Drive, Plano, Texas 75024; (972) 403-4905 and/or _____.

Date of Issuance: April 21, 2026

Rent-A-Center Franchising International, Inc. authorizes the agents listed in *Exhibit F* to receive service of process for it.

I have received a Franchise Disclosure Document dated April 21, 2026. This Disclosure Document included the following Exhibits:

A. State Addenda and Agreement Riders
B. List of Franchisees
C. Financial Statements
D. Franchise Agreement
E. Development Agreement
F. List of State Agencies/Agents for Service of Process
G. Table of Contents of the RimTyme Operations Manual
H. Current Sample Form of General Release
I. Software License Agreement

_____

Signature Date Prospective Franchisee Name (printed)

[KEEP THIS COPY FOR YOUR RECORDS]

ITEM 23
RECEIPT

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[Michigan law requires that Rent-A-Center Franchising International, Inc. give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first. New York requires that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.]

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G. Table of Contents of the RimTyme Operations Manual
H. Current Sample Form of General Release
I. Software License Agreement

_____

Signature Date Prospective Franchisee Name (printed)

[Please sign this copy of the Receipt, date your signature and return it to us]