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**SECURITIES AND EXCHANGE COMMISSION**

**WASHINGTON, D.C. 20549**

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**AMENDMENT NO. 2  
TO**

**FORM S-3**

**REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933**

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

(Exact Name of Registrant as Specified in Its Charter)

**Delaware**  
(State or Other Jurisdiction of  
Incorporation or Organization)

**45-0491516**  
(I.R.S. Employer  
Identification No.)

**5700 Tennyson Parkway, Third Floor  
Plano, Texas 75024  
(972) 801-1100**

(Address, including zip code, and telephone number, including area code, of Registrant's principal executive offices)

**Mitchell E. Fadel  
5700 Tennyson Parkway, Third Floor  
Dallas, Texas 75024  
(972) 801-1100**

(Name, address, including zip code, and telephone number, including area code, of agent for service)

**Copies to:**

**Thomas W. Hughes, Esq.  
D. Forrest Brumbaugh, Esq.  
Fulbright & Jaworski L.L.P.  
2200 Ross Avenue, Suite 2800  
Dallas, Texas 75201  
(214) 855-8000**

Approximate date of commencement of proposed sale to the public: From time to time after the effective date of this Registration Statement.

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

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

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

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

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

**The registrant hereby amends this registration statement on such date or dates as may be necessary to delay its effective date until the registrant shall file a further amendment which specifically states that this registration statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933 or until the registration statement shall become effective on such date as the Securities and Exchange Commission, acting pursuant to said Section 8(a), may determine.**

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**Information contained in this prospectus is not complete and may be changed. A registration statement relating to these securities has been filed with the Securities and Exchange Commission. These securities may not be sold, nor may offers to buy be accepted, until the registration statement becomes effective. This prospectus is not an offer to sell or the solicitation of an offer to buy these securities in any jurisdiction where such an offer or sale is unlawful.**

**Subject to completion, dated September 20, 2004**

**THIS DOCUMENT CONSTITUTES PART OF A PROSPECTUS COVERING SECURITIES  
THAT HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933**

**10,134,163 Shares**

# **Rent-A-Center, Inc.**

## **Common Stock**

- This prospectus will be used by the selling stockholders identified on page 8 of this prospectus to resell up to 10,134,163 shares of common stock of the Company received by them in private placements that were exempt from the registration requirements of the Securities Act of 1933.
- The selling stockholders may sell shares of our common stock from time to time in transactions:
  - on the exchanges or quotation systems on which our common stock may then be listed or quoted;
  - in the over-the-counter market;
  - in transactions otherwise than on such exchanges or services or in the over-the-counter market; or
  - any combination of the foregoing.
- Sales of shares of our common stock may be made at fixed prices which may be changed, at market prices prevailing at the time of sale, at prices related to such prevailing market prices or at negotiated prices.
- We are not offering any shares of our common stock for sale under this prospectus and we will not receive any of the proceeds from the sale of shares by selling stockholders under this prospectus.
- Our common stock is quoted on the Nasdaq National Market under the symbol "RCII." On September 17, 2004, the last reported sales price for our common stock was \$25.17.

**Investing in our common stock involves risks. See "Risk Factors" beginning on page 2.**

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

Our principal executive office is located at 5700 Tennyson Parkway, Third Floor, Plano, Texas 75024. Our telephone number is (972) 801-1100 and our company website is [www.rentacenter.com](http://www.rentacenter.com). We do not intend for information contained on our website to be part of this prospectus.

**No dealer, salesperson or other person has been authorized to give any information or to make any representations other than those contained in this prospectus, and, if given or made, you must not rely upon such information as having been authorized by us. This prospectus does not constitute an offer to sell or a solicitation of an offer to buy any securities other than the securities to which it relates or any offer to sell or the solicitation of an offer to buy such securities in any circumstances in which such offer or solicitation is unlawful. Neither the delivery of this prospectus nor any sale made under this prospectus shall, under any circumstances, create any implication that there has been no change in our affairs since the date of this prospectus or that the information contained in this prospectus is correct as of any time after its date.**

The date of this prospectus is \_\_\_\_\_, 2004.

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## PROSPECTUS SUMMARY

*This summary highlights selected information contained elsewhere in this prospectus and may not contain all the information that may be important to you. To understand the terms of the shares being offered by this prospectus, we encourage you to read the entire prospectus, especially the risks of investing in the shares described under the section "Risk Factors," and the documents identified under the caption "Where You Can Find More Information." Unless the context otherwise requires, all information in this prospectus which refers to "Rent-A-Center," "we," "us" or "our" means Rent-A-Center, Inc. and its wholly-owned subsidiaries.*

### **Rent-A-Center**

We are the largest rent-to-own operator in the United States with an approximate 34% market share based on store count. At September 8, 2004, we operated 2,863 company-owned stores nationwide and in Canada and Puerto Rico, including 21 stores in Wisconsin operated by our subsidiary Get It Now, LLC under the name "Get It Now." Another of our subsidiaries, ColorTyme, Inc., is a national franchisor of rent-to-own stores. At June 30, 2004, ColorTyme had 311 franchised stores in 40 states, 299 of which operated under the ColorTyme name and 12 of which operated under the Rent-A-Center name. These franchise stores represent a further 4% market share based on store count.

Our stores generally offer high quality, durable products such as home electronics, appliances, computers and furniture and accessories under flexible rental purchase agreements that generally allow the customer to obtain ownership of the merchandise at the conclusion of an agreed upon rental period. These rental purchase agreements are designed to appeal to a wide variety of customers by allowing them to obtain merchandise that they might otherwise be unable to obtain due to insufficient cash resources or a lack of access to credit. These agreements also cater to customers who only have a temporary need or who simply desire to rent rather than purchase the merchandise. Get It Now offers our merchandise on an installment sales basis in Wisconsin. We offer well known brands such as Philips, Sony, JVC, Toshiba and Mitsubishi home electronics, Whirlpool appliances, Dell, IBM, Compaq and Hewlett-Packard computers and Ashley, England, Berkline and Standard furniture.

### **Recent Developments**

*Earnings Guidance.* On September 8, 2004, we issued a press release lowering our earnings guidance. We continue to generate significant cash flow from operations and intended to continue to invest in new store development and acquisitions.

## RISK FACTORS

*You should carefully consider the risks described below before making an investment decision. We believe these are all the material risks currently facing our business. Our business, financial condition or results of operations could be materially adversely affected by these risks. The trading price of our common stock could decline due to any of these risks, and you may lose all or part of your investment. You should also refer to the other information included or incorporated by reference in this prospectus, including our financial statements and related notes.*

**We may not be able to successfully implement our growth strategy, which could cause our future earnings to grow more slowly or even decrease.**

As part of our growth strategy, we intend to increase our total number of stores in both existing markets and new markets through a combination of new store openings and store acquisitions. We increased our store base by 123 stores in 2001, 126 stores in 2002 and 241 stores in 2003 and by 198 stores in the first six months of 2004. Our growth strategy could place a significant demand on our management and our financial and operational resources. This growth strategy is subject to various risks, including uncertainties regarding our ability to open new stores and our ability to acquire additional stores on favorable terms. We may not be able to continue to identify profitable new store locations or underperforming competitors as we currently anticipate. If we are unable to implement our growth strategy, our earnings may grow more slowly or even decrease.

Our continued growth also depends on our ability to increase sales in our existing stores. Our same store sales decreased by 2.2% in the first six months of 2004 and increased by 8.0%, 6.0% and 3.0% for 2001, 2002 and 2003, respectively. As a result of new store openings in existing markets and because mature stores will represent an increasing proportion of our store base over time, our same store sale increases in future periods may be lower than historical levels.

**If we fail to effectively manage our growth and integrate new stores, our financial results may be adversely affected.**

The benefits we anticipate from our growth strategy may not be realized. The addition of new stores, both through store openings and through acquisitions, requires the integration of our management philosophies and personnel, standardization of training programs, realization of operating efficiencies and effective coordination of sales and marketing and financial reporting efforts. In addition, acquisitions in general are subject to a number of special risks, including adverse short-term effects on our reported operating results, diversion of management's attention and unanticipated problems or legal liabilities. Further, a newly opened store generally does not attain positive cash flow during its first year of operations.

**There are legal proceedings pending against us seeking material damages. The costs we incur in defending ourselves or associated with settling any of these proceedings, as well as a material final judgment or decree against us, could materially adversely affect our financial condition by requiring the payment of the settlement amount, a judgment or the posting of a bond.**

Some lawsuits against us involve claims that our rental agreements constitute installment sales contracts, violate state usury laws or violate other state laws enacted to protect consumers. We are also defending a class action lawsuit alleging we violated the securities laws and lawsuits alleging we violated state wage and hour laws. Because of the uncertainties associated with litigation, we cannot estimate for you our ultimate liability for these matters, if any. The failure to pay any judgment would be a default under our senior credit facilities and the indenture governing our outstanding subordinated notes.

**Our debt agreements impose restrictions on us which may limit or prohibit us from engaging in certain transactions. If a default were to occur, our lenders could accelerate the amounts of debt outstanding, and holders of our secured indebtedness could force us to sell our assets to satisfy all or a part of what is owed.**

Covenants under our senior credit facilities and the indenture governing our outstanding subordinated notes each restrict our ability to pay dividends, engage in various operational matters, as well as require us to maintain specified financial ratios and satisfy specified financial tests. Our ability to meet these financial ratios and tests may be affected by events beyond our control. These restrictions could limit our ability to obtain future financing, make needed capital expenditures or other investments, repurchase our outstanding debt or equity, withstand a future downturn in our business or in the economy, dispose of operations, engage in mergers, acquire additional stores or otherwise conduct necessary corporate activities. Various transactions that we may view as important opportunities, such as specified acquisitions, are

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also subject to the consent of lenders under our senior credit facilities, which may be withheld or granted subject to conditions specified at the time that may affect the attractiveness or viability of the transaction.

If a default were to occur, the lenders under our senior credit facilities could accelerate the amounts outstanding under the credit facilities, and our other lenders could declare immediately due and payable all amounts borrowed under other instruments that contain certain provisions for cross-acceleration or cross-default. In addition, the lenders under these agreements could terminate their commitments to lend to us. If the lenders under these agreements accelerate the repayment of borrowings, we may not have sufficient liquid assets at that time to repay the amounts then outstanding under our indebtedness or be able to find additional alternative financing. Even if we could obtain additional alternative financing, the terms of the financing may not be favorable or acceptable to us.

The existing indebtedness under our senior credit facilities is secured by substantially all of our assets. Should a default or acceleration of this indebtedness occur, the holders of this indebtedness could sell the assets to satisfy all or a part of what is owed. Our senior credit facilities also contain provisions prohibiting the modification of our outstanding subordinated notes, as well as limiting the ability to refinance such notes.

### **A change of control could accelerate our obligation to pay our outstanding indebtedness, and we may not have sufficient liquid assets to repay these amounts.**

Under our senior credit facilities, an event of default would result if a third party became the beneficial owner of 35.0% or more of our voting stock or upon certain changes in the constitution of our Board of Directors. As of July 14, 2004, we were required to make principal payments under our senior credit facilities of \$1.75 million in 2004, \$3.5 million in 2005, \$3.5 million in 2006, \$3.5 million in 2007, \$3.5 million in 2008, and \$334.25 million after 2008. These payments reduce our cash flow. If the lenders under our debt instruments accelerate these obligations, we may not have sufficient liquid assets to repay amounts outstanding under these agreements.

Under the indenture governing our outstanding subordinated notes, in the event that a change in control occurs, we may be required to offer to purchase all of our outstanding subordinated notes at 101% of their original aggregate principal amount, plus accrued interest to the date of repurchase. A change in control also would result in an event of default under our senior credit facilities, which would allow our lenders to accelerate indebtedness owed to them.

### **Rent-to-own transactions are regulated by law in most states. Any adverse change in these laws or the passage of adverse new laws could expose us to litigation or require us to alter our business practices.**

As is the case with most businesses, we are subject to various governmental regulations, including specifically in our case regulations regarding rent-to-own transactions. There are currently 47 states that have passed laws regulating rental purchase transactions and another state that has a retail installment sales statute that excludes rent-to-own transactions from its coverage if certain criteria are met. These laws generally require certain contractual and advertising disclosures. They also provide varying levels of substantive consumer protection, such as requiring a grace period for late fees and contract reinstatement rights in the event the rental purchase agreement is terminated. The rental purchase laws of nine states limit the total amount of rentals that may be charged over the life of a rental purchase agreement. Several states also effectively regulate rental purchase transactions under other consumer protection statutes. We are currently subject to outstanding judgments and other litigation alleging that we have violated some of these statutory provisions.

Although there is no comprehensive federal legislation regulating rental-purchase transactions, adverse federal legislation may be enacted in the future. From time to time, legislation has been introduced in Congress seeking to regulate our business. In addition, various legislatures in the states where we currently do business may adopt new legislation or amend existing legislation that could require us to alter our business practices.

**Our business depends on a limited number of key personnel, with whom we do not have employment agreements. The loss of any one of these individuals could disrupt our business.**

Our continued success is highly dependent upon the personal efforts and abilities of our senior management, including Mark E. Speese, our Chairman of the Board and Chief Executive Officer, and Mitchell E. Fadel, our President and Chief Operating Officer. We do not have employment contracts with or maintain key-person insurance on the lives of any of these officers and the loss of any one of them could disrupt our business.

**A small group of our directors and their affiliates have significant influence over the outcome of certain corporate transactions affecting us, including potential mergers or acquisitions, the constitution of our board of directors, and sales or changes in control.**

Apollo Investment Fund IV, L.P. and Apollo Overseas Partners IV, L.P., collectively the Apollo Entities, hold all of our outstanding Series C preferred stock. Pursuant to the terms of a stockholders agreement entered into among us, the Apollo Entities, Mark E. Speese and certain other parties, the Apollo Entities have the right to designate two persons to be nominated to our board of directors. The terms of our Series C preferred stock as well as the stockholders agreement also contain provisions requiring the approval of the Apollo Entities to effect certain transactions involving us, including repurchasing shares of our common stock, declaring or paying any dividend on our common stock, increasing the size of our board of directors to more than eight persons, selling all or substantially all of our assets and entering into any merger or consolidation or other business combination.

These documents also provide that one member of each of our board committees must be a director who was designated for nomination by the Apollo Entities. In addition, the terms of our Series C preferred stock and the stockholders agreement restrict our ability to issue debt or equity securities with a value in excess of \$10 million without the majority affirmative vote of our finance committee, and in most cases, require the unanimous vote of our finance committee for the issuance of our equity securities with a value in excess of \$10 million.

**Our organizational documents, Series C preferred stock and debt instruments contain provisions that may prevent or deter another group from paying a premium over the market price to our stockholders to acquire our stock.**

Our organizational documents contain provisions that classify our board of directors, authorize our board of directors to issue blank check preferred stock and establish advance notice requirements on our stockholders for director nominations and actions to be taken at annual meetings of the stockholders. In addition, as a Delaware corporation, we are subject to Section 203 of the Delaware General Corporation Law relating to business combinations with interested stockholders. Our senior credit facilities, the indenture governing the outstanding subordinated notes and our Series C preferred stock certificate of designations each contain various change of control provisions which, in the event of a change of control, would cause a default under those provisions. These provisions and arrangements could delay, deter or prevent a merger, consolidation, tender offer or other business combination or change of control involving us that could include a premium over the market price of our common stock that some or a majority of our stockholders might consider to be in their best interests.

**Our stock price is volatile, and you may not be able to recover your investment if our stock price declines.**

The stock price of our common stock has been volatile and can be expected to be significantly affected by factors such as:

- quarterly variations in our results of operations, which may be impacted by, among other things, changes in same store sales and when and how many stores we acquire or open;
- quarterly variations in our competitors' results of operations;
- changes in earnings estimates or buy/sell recommendations by financial analysts;
- the stock price performance of comparable companies; and
- general market conditions or market conditions specific to particular industries.



**Our stock price may decline if existing stockholders sell additional shares.**

As of July 31, 2004 and assuming the exercise of all outstanding options, approximately 86.0% of our common stock on a fully diluted basis is held by the public, approximately 2.2% is held by Mr. Speese and approximately 11.8% is held by the Apollo Entities. If these stockholders sell shares of our common stock in the public market, the market price of our common stock could fall. These sales might make it more difficult for us to sell equity or equity-related securities in the future at a time and place that we deem appropriate.

Under the registration rights agreements we have entered into, the Apollo Entities and their affiliates have the right to request that their shares be registered, subject to a reduction in the number of shares upon the advice of a managing underwriter in the related offering.

## SPECIAL NOTE REGARDING FORWARD-LOOKING STATEMENTS

The statements, other than statements of historical facts, included in this prospectus are forward-looking statements. Forward-looking statements generally can be identified by the use of forward-looking terminology such as “may,” “will,” “would,” “expect,” “intend,” “could,” “estimate,” “should,” “anticipate” or “believe.” We believe that the expectations reflected in such forward-looking statements are accurate. However, we cannot assure you that such expectations will occur. Our actual future performance could differ materially from such statements. Factors that could cause or contribute to such differences include, but are not limited to:

- uncertainties regarding the ability to open new stores;
- our ability to acquire additional rent-to-own stores on favorable terms;
- our ability to enhance the performance of these acquired stores;
- our ability to control store level costs;
- our ability to realize benefits from our margin enhancement initiatives;
- the results of our litigation;
- the passage of legislation adversely affecting the rent-to-own industry;
- interest rates;
- our ability to collect on our rental purchase agreements;
- changes in our effective tax rate;
- changes in our stock price and the number of shares of common stock that we may or may not purchase; and
- the other risks detailed from time to time in our SEC reports.

Additional factors that could cause our actual results to differ materially from our expectations are discussed under the section entitled “Risk Factors” and elsewhere in this prospectus. You should not unduly rely on these forward-looking statements, which speak only as of the date of this prospectus. Except as required by law, we are not obligated to publicly release any revisions to these forward-looking statements to reflect events or circumstances occurring after the date of this prospectus or to reflect the occurrence of unanticipated events.

## USE OF PROCEEDS

We will not receive any proceeds from the sales of shares of common stock offered under this prospectus. All proceeds will be payable directly to the selling stockholders.

## SELLING STOCKHOLDERS

### Selling Stockholders

We are registering for resale 10,134,163 shares of our common stock held by the selling stockholders identified below. The selling stockholders acquired the shares from us in private placements. The private placements were exempt from the registration requirements of the Securities Act of 1933 because we offered and sold the shares only to accredited investors in a transaction not involving a public offering. The offering of the shares of our common stock to be sold using this prospectus is being registered pursuant to registration rights granted to certain of our stockholders.

*Former Rent Rite shareholders’ registration rights.* The former shareholders of Rent Rite, Inc. were granted registration rights for our common stock that they received pursuant to provisions contained in an Agreement and Plan of Merger and Reorganization that we entered into in connection with our acquisition of Rent Rite. In that agreement, we undertook to file a registration statement with regard to the resale of shares of our common stock that were issued as stock consideration and, subject to certain exceptions, to use commercially reasonable efforts to keep that registration statement effective until May 7, 2005.

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*Apollo Entities' registration rights.* In connection with the issuance of our preferred stock in 1998, we entered into a registration rights agreement with the Apollo Entities which, among other things, granted them the right to request that their shares be registered if the Company files certain types of registration statements. The Apollo Entities have requested to be included in this Registration Statement pursuant to and in compliance with the terms and conditions of the registration rights agreement.

The Registration Statement to which this prospectus relates is intended to satisfy our obligations under our agreements with the former Rent Rite shareholders and the Apollo Entities.

The following table sets forth:

- the names of the selling stockholders, other than those immaterial selling stockholders who are listed as a group as described below;
- the number and percent of shares of our common stock that the selling stockholders beneficially owned as of June 30, 2004, before the offering for resale of the shares under this prospectus;
- the number of shares of our common stock that may be offered for resale for the account of the selling stockholders under this prospectus; and
- the number and percent of shares of our common stock to be beneficially owned by the selling stockholders after the offering of the resale shares (assuming all of the offered resale shares are sold by the selling stockholders).

The number of shares in the column "Number of Shares Offered" represents all of the shares that each selling stockholder may offer under this prospectus. We do not know how long the selling stockholders will hold the shares before selling them or how many shares they will sell and we currently have no agreements, arrangements or understandings with any of the selling stockholders regarding the sale of any of the resale shares. The shares offered by this prospectus may be offered from time to time by the selling stockholders listed below. The selling stockholders are not obligated to sell any of the shares of common stock offered by this prospectus.

This table is prepared solely based on information supplied to us by the listed selling stockholders, and assumes the sale of all of the shares offered by this prospectus and that no selling stockholder owns shares of our common stock of which we have no knowledge. The applicable percentages of beneficial ownership are based on an aggregate of shares of our common stock issued and outstanding on June 30, 2004, adjusted as may be required by rules of the SEC. The table set forth below includes immaterial selling stockholders that, as a group, hold less than 1% of our outstanding common stock in the aggregate and are listed in the table as "Other Selling Stockholders."

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Selling Stockholder	Shares Beneficially Owned Before Offering(1)		Number of Shares Offered	Shares Beneficially Owned After Offering(2)	
	Number	Percent		Number	Percent
Apollo Advisors IV, L.P.(3)	9,318,571(3)	11.8%	9,318,571(3)	0	0
Everett P. Hailey	61,097(4)	*	46,409	14,688	*
J. Kevin Hyneman	183,224(5)	*	80,474	102,750	*
Robin G. Lynch	65,378(6)	*	15,738	49,640	*
Thomas B. & Kathleen A. Mitchell	65,192(7)	*	3,019	62,173	*
Gail R. Schledwitz	65,378(8)	*	15,738	49,640	*
Karl A. Schledwitz	71,847(9)	*	23,565	48,282	*
Edward J. Stanko	126,583(10)	*	47,083	79,500	*
Other Selling Stockholders(11)	716,308(12)	*	583,566	132,742	*

(1) Unless noted otherwise, all shares of common stock are beneficially owned by the selling stockholders. Beneficial ownership is calculated in accordance with SEC Rule 13d-3. Under that rule, shares underlying stock options are deemed to be beneficially owned only if the stock options are exercisable *within 60 days*. Therefore, the number of shares reflected in the “Shares Beneficially Owned Before Offering” column *excludes* shares underlying options that are only exercisable after 60 days from July 31, 2004, while the “Number of Shares Offered” column may include shares underlying options that are exercisable either before or after 60 days from July 31, 2004. Accordingly, the number of “Number of Shares Offered” shown for a stockholder may be greater than the number of shares shown for the same stockholder under “Shares Beneficially Owned Before Offering.”

(2) Assumes the sale of all shares that may be sold hereby.

(3) The number of shares reported as beneficially owned by Apollo Advisors IV, L.P. includes the shares of common stock owned of record by each of the Apollo Entities. The amount reported also includes 180 shares of common stock issuable upon conversion of the two outstanding shares of our Series C preferred stock, of which one share is held by each of the Apollo Entities. Apollo Advisors IV, L.P. is the general partner and Apollo Management IV, L.P. is the day-to-day manager of Apollo Overseas Partners IV, L.P. and Apollo Investment Fund IV, L.P. Apollo Advisors IV, L.P. and Apollo Management IV, L.P. disclaim beneficial ownership of the shares held by the Apollo Entities.

(4) Includes options to purchase 14,688 shares of our common stock within 60 days of July 31, 2004.

(5) Includes options to purchase 102,750 shares of our common stock within 60 days of July 31, 2004.

(6) Includes options to purchase 49,640 shares of our common stock within 60 days of July 31, 2004.

(7) Includes options to purchase 62,173 shares of our common stock within 60 days of July 31, 2004.

(8) Includes options to purchase 49,640 shares of our common stock within 60 days of July 31, 2004.

(9) Includes options to purchase 48,282 shares of our common stock within 60 days of July 31, 2004.

(10) Includes options to purchase 79,500 shares of our common stock within 60 days of July 31, 2004.

(11) Includes former shareholders of Rent Rite, Inc. who, as a group, hold less than 1% of our outstanding common stock.

(12) Includes options to purchase 132,742 shares of our common stock within 60 days of July 31, 2004.

### **The Company’s Relationships with the Selling Stockholders**

*Apollo Entities’ relationships with the Company.* In August 1998, the Company issued \$260.0 million of redeemable convertible voting preferred stock with a \$0.01 par value to various purchasers, including the Apollo Entities. In connection with such issuance, the Company entered into a registration rights agreement with the Apollo Entities which, among other things, granted them two rights to request that their shares be registered and the right to participate in any company-initiated registration of shares, subject to certain exceptions. In May 2002, Apollo exercised one of their two rights to request that their shares be registered. In connection therewith, Apollo converted shares of Rent-A-Center’s preferred stock held by them into shares of the Company’s common stock, which they sold in the May 2002 public offering that was the subject of the Apollo Entities’ request. The Company did not receive any of the proceeds from that offering.

On August 5, 2002, the first date in which the Company had the right to optionally redeem the shares of preferred stock, the holders of the Company’s preferred stock converted all but two shares of the Company’s preferred stock held by them into shares of the Company’s common stock. There are currently 5,000,000 shares of preferred stock authorized and only two shares are issued and outstanding, of which one share is held by each of the Apollo Entities.

The Company’s preferred stock is convertible, at any time, into shares of the Company’s common stock at a conversion price equal to \$11.174 per share (on a split adjusted basis), and has a liquidation preference of \$1,000 per share, plus all accrued and unpaid dividends. No distributions may be made to holders of common stock until the holders of the preferred stock have received the liquidation preference. Dividends accrue on a quarterly basis, at the rate of \$37.50 per annum, per share. During 2002 and 2001, Rent-A-Center accounted for shares of preferred stock distributed as dividends in-kind at the greater of the stated value or the value of the common stock obtainable upon conversion on the payment date. During 2003, the Company paid all preferred stock dividends in cash. During 2002 and 2001, the Company paid approximately \$8.2 million and \$10.7 million in preferred dividends by issuing 8,151 and 10,678 shares of preferred stock, respectively to the Apollo Entities.

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Pursuant to the terms of a stockholders agreement entered into among the Company, the Apollo Entities and certain other parties, the Apollo Entities have the right to designate two persons to be nominated to the Company's Board of Directors, subject to reduction in the event Apollo reduces its share ownership below certain thresholds. The terms of the Company's Series C preferred stock as well as the stockholders agreement also contain provisions requiring the Apollo Entities' approval to effect certain transactions involving the Company, including repurchasing shares of the Company's common stock, declaring or paying any dividend on its common stock, increasing the size of the Company's Board of Directors to more than eight persons, selling all or substantially all of the Company's assets and entering into any merger or consolidation or other business combination.

These documents also provide that one member of each of the Company's board committees must be a director who was designated for nomination by the Apollo Entities. In addition, the terms of the Company's Series C preferred stock and the stockholders agreement restrict the Company's ability to issue debt or equity securities with a value in excess of \$10 million without the majority affirmative vote of the Company's finance committee, and in most cases, require the unanimous vote of its finance committee for the issuance of the Company's equity securities with a value in excess of \$10 million.

*Former Rent Rite shareholders' relationships with the Company.* None of the former Rent Rite shareholders that are participating in the offering pursuant to this registration statement and prospectus have, within the past three years, held any position, office or other material relationship with us or any of our predecessors or affiliates, except each of them was a shareholder of Rent Rite, Inc., which we acquired on May 7, 2004, and Karl A. Schledwitz, John P. Cooper, Roger Knox, J. Kevin Hyneman, Terry A. Lynch, William N. Morris, Jr., Edward J. Stanko and James S. Gilliland were directors of Rent Rite and Edward J. Stanko, Thomas B. Mitchell and Terry A. Lynch were executive officers of Rent Rite. Our subsidiary that acquired Rent Rite has an obligation to indemnify the former Rent Rite officers and directors relating to their services performed as officers and directors, respectively. We also have customary arrangements with a number of the officers and directors arising from our acquisition of Rent Rite, including non-competition agreements with Edward Stanko, J. Kevin Hyneman and Everett P. Hailey. Also certain of the former officers and directors of Rent Rite received severance payments of approximately \$1.5 million in connection with the Rent Rite acquisition.

In each of May 2001 and October 2002, the Company purchased a rent-to-own store from an entity affiliated with William M. Wendell, one of the selling stockholders. The total purchase price for these transactions was approximately \$482,000 and in connection with each transaction, Wendell entered into a non-compete agreement with the Company for a period of three years.

### **PLAN OF DISTRIBUTION**

The selling stockholders may sell the shares at any time and from time to time to purchasers

- directly by the selling stockholders; or
- through underwriters, broker-dealers or agents who may receive compensation in the form of discounts, concessions or commissions from the selling stockholders or from purchasers of the common shares.

The selling stockholders will act independently of us in making decisions regarding the timing, manner and size of each sale. Each selling stockholder reserves the right to accept and, together with its agents from time to time, reject, in whole or in part any proposed purchase of the common shares to be made directly or through agents.

The selling stockholders and broker-dealers or agents, if any, who participate in the distribution of the common shares offered under this prospectus may be deemed to be "underwriters" within the meaning of Section 2(a)(11) of the Securities Act of 1933. As a result, any profits on the sale of the common shares by selling stockholders and any discounts, commissions or concessions received by any participating broker-dealers or agents might be deemed to be underwriting discounts or commissions under the Securities Act of 1933. Selling stockholders who are deemed to be underwriters may be subject to certain statutory liabilities, including, but not limited to, those under Sections 11, 12 and 17 of the Securities Act of 1933 and Rule 10b-5 under the Securities Exchange Act of 1934. Because the selling stockholders may be deemed to be "underwriters" within the meaning of the Securities Act, they will be subject to the prospectus delivery requirements of the Securities Act. In addition, any securities covered by this prospectus that qualify for resale pursuant to Rule 144 under the Securities Act may be sold under Rule 144 rather than under this prospectus.

The common shares may be sold from time to time on any stock exchange or automated interdealer quotation system on which such common shares are listed, in the over-the-counter market, in privately negotiated transactions or otherwise, at fixed prices that may be changed, at market prices prevailing at the time of sale, at prices related to prevailing market prices or at prices otherwise negotiated.

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The selling stockholders may sell the common shares by one or more of the following methods, without limitation:

- block trades in which the broker or dealer so engaged will attempt to sell the common shares as agent but may position and resell a portion of the block as principal to facilitate the transaction;
- purchases by a broker or dealer as principal and resale by the broker or dealer for its own account;
- ordinary brokerage transactions and transactions in which the broker solicits purchases;
- privately negotiated transactions;
- closing out of short sales;
- satisfying delivery obligations relating to the writing of options on the common shares, whether or not the options are listed on an options exchange;
- one or more underwritten offerings on a firm commitment or best efforts basis; and
- any combination of any of these methods.

The selling stockholders may engage brokers and dealers, and any brokers or dealers may arrange for other brokers or dealers to participate in effecting sales of the common shares. These brokers, dealers or underwriters may act as principals, or as an agent of a selling stockholder. Broker-dealers may agree with a selling stockholder to sell a specified number of the common shares at a stipulated price per security. If the broker-dealer is unable to sell the common shares as agent for a selling stockholder, it may purchase as principal any unsold common shares at the stipulated price. Broker-dealers who acquire common shares as principal may thereafter resell the common shares from time to time in transactions in any stock exchange or automated interdealer quotation system on which the common shares are then listed, at prices and on terms then prevailing at the time of sale, at prices related to the then-current market price or in negotiated transactions. Broker-dealers may use block transactions and sales to and through broker-dealers, including transactions of the nature described above.

A selling stockholder may enter into hedging transactions with broker-dealers and the broker-dealers may engage in short sales of the common shares in the course of hedging the positions they assume with that selling stockholder, including without limitation, in connection with distributions of the common shares by those broker-dealers. A selling stockholder may enter into option or other transactions with broker-dealers that involve the delivery of the common shares offered hereby to the broker-dealers, who may then resell or otherwise transfer those common shares. A selling stockholder may also loan or pledge the common shares offered hereby to a broker-dealer and the broker-dealer may sell common shares offered hereby so loaned or upon a default may sell or otherwise transfer the pledged common shares offered hereby.

To our knowledge, there are currently no plans, arrangements or understandings between any selling stockholders and any underwriter, broker-dealer or agent regarding the sale of the common shares offered by this prospectus. Selling stockholders may decide not to sell any of the common shares offered under this prospectus, or they might decide to transfer the common shares by other means not described in this prospectus. Additionally, selling stockholders may resell all or a portion of their common shares in open market transactions pursuant to Rule 144 under the Securities Act of 1933 rather than pursuant to this prospectus, so long as they meet the applicable criteria and conform to the requirements of those rules.

Under applicable rules and regulations under the Securities and Exchange Act of 1934, any person engaged in the distribution of the shares may not simultaneously engage in market making activities with respect to our common stock for a period of two business days prior to the commencement of the distribution. In addition, the selling stockholders will be subject to applicable provisions of the Exchange Act and the rules and regulations thereunder, including Regulation M, which may limit the timing of purchases and sales of shares of our common stock by the selling stockholders or any other person. This may affect the marketability of the common shares as well as the ability of any person or entity to engage in market-making activities with respect to the common shares. We will make copies of this prospectus available to the selling stockholders and we have informed them of the requirement to deliver a copy of this prospectus to each purchaser at or prior to the time of the sale.

We will bear all costs, expenses and fees associated with the registration of the shares. The selling stockholders will bear all fees and expenses, if any, of counsel or other advisors to the selling stockholders and all commissions, brokerage fees and discounts, if any, associated with the sale of the shares.

## LEGAL MATTERS

The validity of the issuance of the shares of common stock offered by this prospectus will be passed upon for us by Fulbright & Jaworski L.L.P., Dallas, Texas.

## EXPERTS

The financial statements of Rent-A-Center, Inc. and subsidiaries, incorporated in this prospectus by reference to the Annual Report on Form 10-K/A of Rent-A-Center, Inc. for the year ended December 31, 2003, have been audited by Grant Thornton LLP, independent registered public accounting firm, as stated in their report included by reference in this prospectus. Such financial statements are incorporated in reliance on such report given upon the authority of the firm as experts in auditing and accounting.

## WHERE YOU CAN FIND MORE INFORMATION

We file annual, quarterly and special reports, proxy statements and other information with the SEC. You may read and copy this information at the SEC's public reference room at 450 Fifth Street, N.W., Room 1024, Washington, D.C. 20549. You may obtain further information regarding the operation of the SEC's public reference room by calling the SEC at 1-800-SEC-0330. You may also obtain copies of this information by mail from the Public Reference Section of the SEC, 450 Fifth Street, N.W., Room 1024, Washington, D.C. 20549, at prescribed rates. Our SEC filings are also available to the public at the SEC's web site at <http://www.sec.gov>. You may also inspect reports, proxy statements and other information about us at the offices of The Nasdaq Stock Market, Inc. National Market System, 1735 K Street, N.W., Washington, D.C. 20006-1500. You may also obtain our SEC filings from our website at [www.rentacenter.com](http://www.rentacenter.com). Information contained on our website or any other website is not incorporated by reference into this prospectus and does not constitute a part of this prospectus.

This prospectus is part of a registration statement we filed with the SEC relating to the resale of our common stock. This prospectus does not contain all of the information we have included in the registration statement and accompanying exhibits and schedules in accordance with the rules and regulations of the SEC and we refer you to the omitted information. The statements this prospectus makes pertaining to the content of any contract, agreement or other document that is an exhibit to the registration statement necessarily are summaries of their material provisions. The registration statement, exhibits and schedules are available at the SEC's public reference room and through its website.

## INCORPORATION OF CERTAIN DOCUMENTS BY REFERENCE

The SEC allows us to "incorporate by reference" the information we file with it, which means that we can disclose important information to you by referring you to those documents. The information incorporated by reference in this prospectus is considered to be part of this prospectus, and later information filed with the SEC or contained in this prospectus updates and supersedes this information. We incorporate by reference the documents listed below and any future filings made with the SEC under Section 13(a), 13(c), 14 or 15(d) of the Securities Exchange Act of 1934 following the date of this prospectus and prior to the termination of the offering covered by this prospectus (excluding any information furnished under Item 2.02 or Item 7.01 of any current report on Form 8-K and excluding any exhibit filed or furnished with respect to such Items, unless the information or exhibit is specifically incorporated by reference into this prospectus or any prospectus supplement). Our SEC file number is 000-25370. As of the date of this prospectus, we incorporate by reference the following documents:

- Annual Report on Form 10-K for the year ended December 31, 2003, as filed with the SEC on March 11, 2004, as amended by Forms 10-K/A filed with the SEC on April 6, 2004 and July 30, 2004;
- Quarterly Report on Form 10-Q for the quarter ended March 31, 2004, as filed with the SEC on May 3, 2004, as amended by Form 10-Q/A filed with the SEC on July 30, 2004;
- Quarterly Report on Form 10-Q for the quarter ended June 30, 2004, as filed with the SEC on July 30, 2004;
- Current Report on Form 8-K filed on July 15, 2004;
- the description of our common stock contained in our Form 8-A (file no. 0-25370) filed with the SEC pursuant to Section 12(g) of the Securities Exchange Act of 1934, including any amendment or report filed for the purpose of updating such description; and
- all filings under the Securities Exchange Act of 1934 after the date of the last pre-effective amendment to the registration statement and prior to effectiveness of the registration statement (excluding any information furnished under Item 2.02 or Item 7.01 of any current report on Form 8-K and excluding any

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exhibit filed or furnished with respect to such Items, unless the information or exhibit is specifically incorporated by reference into this prospectus or any prospectus supplement).

We will provide a copy of these filings (other than an exhibit to those filings, unless we have specifically incorporated that exhibit by reference in the filing), at no cost, to each person, including any beneficial owner, to whom a prospectus is delivered and who requests a copy of these filings, by writing or telephoning us at the following address:

Rent-A-Center, Inc.  
Attention: Corporate Secretary  
5700 Tennyson Parkway  
Third Floor  
Plano, Texas 75024  
Telephone: (972) 801-1100



**INFORMATION NOT REQUIRED IN PROSPECTUS****Item 14. Other Expenses of Issuance and Distribution.**

The following table sets forth estimated expenses incurred by the Registrant in connection with the sale of common shares being registered pursuant to this registration statement. The selling stockholders will not bear any portion of such expenses. All the amounts shown are estimates except for the registration fee.

	<b>Amount</b>
SEC registration fee	\$ 37,352
Printing and engraving fees and expenses	1,000
Legal fees and expenses	25,000
Accounting fees and expenses	8,000
Miscellaneous expenses	28,648
Total	\$100,000

**Item 15. Indemnification of Directors and Officers.**

## Delaware General Corporation Law

Subsection (a) of Section 145 of the Delaware General Corporate Law, or DGCL, empowers a corporation to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding whether civil, criminal, administrative or investigative (other than an action by or in the right of the corporation) by reason of the fact that he or she is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful.

Subsection (b) of Section 145 empowers a corporation to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by right of the corporation to procure a judgment in its favor by reason of the fact that such person acted in any of the capacities set forth above, against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection with the defense or settlement of such action or suit if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the corporation, except that no indemnification may be made in respect to any claim, issue or matter as to which such person shall have been adjudged to be liable to the corporation unless and only to the extent that the Court of Chancery or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery or such other court shall deem proper.

Section 145 further provides that to the extent a present or former director or officer of a corporation has been successful on the merits or otherwise in the defense of any such action, suit or proceeding referred to in subsections (a) and (b) of Section 145 or in the defense of any claim, issue or matter therein, he or she shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection therewith; that the indemnification provided for by Section 145 shall not be deemed exclusive of any other rights which the indemnified party may be entitled; that indemnification provided by Section 145 shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of such person's heirs, executors and administrators; and that a corporation may purchase and maintain insurance on behalf of a director or officer of the corporation against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the corporation would have the power to indemnify him or her against such liabilities under Section 145.

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### Certificate of Incorporation

Our certificate of incorporation, as amended, provides that our directors shall not be personally liable to us or our stockholders for monetary damages for breach of fiduciary duty as a director, except for liability:

- for any breach of the director's duty of loyalty to us or our stockholders,
- for acts or occasions not in good faith or which involve intentional misconduct or a knowing violation of law,
- in respect of certain unlawful dividend payments or stock purchases or redemptions, or
- for any transaction from which the director derived an improper personal benefit.

If the DGCL is amended to authorize the further elimination or limitation of the liability of directors, then the liability of our directors, in addition to the limitation on personal liability provided in the certificate of incorporation, as amended, will be limited to the fullest extent permitted by the DGCL. Further, if such provision of the certificate of incorporation is repealed or modified by our stockholders, such repeal or modification will be prospective only, and will not adversely affect any limitation on the personal liability of directors arising from an act or omission occurring prior to the time of such repeal or modification.

### Bylaws

Our bylaws provide that we shall indemnify and hold harmless our directors threatened to be or made a party to any threatened, pending or completed action, suit or proceeding by reason of the fact that such person is or was a director of Rent-A-Center, whether the basis of such a proceeding is alleged action in such person's official capacity or in another capacity while holding such office, to the fullest extent authorized by the DGCL or any other applicable law, against all expense, liability and loss actually and reasonably incurred or suffered by such person in connection with such proceeding, so long as a majority of a quorum of disinterested directors, the stockholders or legal counsel through a written opinion determines that such person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to our best interests, and in the case of a criminal proceeding, such person had no reasonable cause to believe his or her conduct was unlawful. Such indemnification shall continue as to a person who has ceased to serve in the capacity which initially entitled such person to indemnity thereunder and shall inure to the benefit of his or her heirs, executors and administrators. Our bylaws also contain certain provisions designed to facilitate receipt of such benefits by any such persons, including the prepayment of any such benefit.

### Insurance

We have obtained a directors' and officers' liability insurance policy insuring our directors and officers against certain losses resulting from wrongful acts committed by them as directors and officers of Rent-A-Center, including liabilities arising under the Securities Act of 1933.

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### Item 16. Exhibits.

<u>Exhibit No.</u>	<u>Description of Exhibit</u>
2.1(1)	Agreement and Plan of Merger, dated as of April 28, 2004, by and between Rent-A-Center, Inc., RAC RR, Inc. and Rent Rite, Inc. d/b/a Rent Rite Rental Purchase (Pursuant to the rules of the SEC, the schedules and exhibits have been omitted. Upon the request of the SEC, Rent-A-Center, Inc. will supplementally supply such schedules and exhibits to the SEC.).
5.1	Opinion of Fulbright & Jaworski L.L.P. regarding the validity of the securities being registered (previously filed).
10.1(2)	Third Amended and Restated Stockholders Agreement, dated as of December 31, 2002, by and among Apollo Investment Fund IV, L.P., Apollo Overseas Partners IV, L.P., Mark E. Speese, Rent-A-Center, Inc., and certain other persons.
10.2(3)	Fourth Amended and Restated Stockholders Agreement, dated as of July 11, 2003, by and among Apollo Investment Fund IV, L.P., Apollo Overseas Partners IV, L.P., Mark E. Speese, Rent-A-Center, Inc., and certain other persons.
10.3*	Fifth Amended and Restated Stockholders Agreement, dated as of August 13, 2004, by and among Apollo Investment Fund IV, L.P., Apollo Overseas Partners IV, L.P., Mark E. Speese, Rent-A-Center, Inc., and certain other persons.
10.4(4)	Registration Rights Agreement, dated August 5, 1998, by and between Renters Choice, Inc., Apollo Investment Fund IV, L.P., and Apollo Overseas Partners IV, L.P.
10.5(5)	Second Amendment to Registration Rights Agreement, dated as of August 5, 2002, by and among Rent-A-Center, Inc., Apollo Investment Fund IV, L.P. and Apollo Overseas Partners IV, L.P.
10.6(6)	Third Amendment to Registration Rights Agreement, dated as of December 31, 2002, by and among Rent-A-Center, Inc., Apollo Investment Fund IV, L.P. and Apollo Overseas Partners IV, L.P.
10.7(7)	Fourth Amendment to Registration Rights Agreement, dated as of July 11, 2003, by and between Rent-A-Center, Inc., Apollo Investment Fund IV, L.P., and Apollo Overseas Partners IV, L.P.
23.1*	Consent of Grant Thornton LLP.
23.2	Consent of Fulbright & Jaworski L.L.P. (included as part of Exhibit 5.1).
24.1	Power of Attorney (previously filed).

\* Filed herewith.

- (1) Incorporated herein by reference to Exhibit 2.8 to the registrant's Quarterly Report on Form 10-Q for the quarter ended March 31, 2004.
- (2) Incorporated herein by reference to Exhibit 10.6 to the registrant's Annual Report on Form 10-K for the year ended December 31, 2002.
- (3) Incorporated herein by reference to Exhibit 10.15 to the registrant's Registration Statement on Form S-4 filed July 11, 2003.
- (4) Incorporated herein by reference to Exhibit 10.22 to the registrant's Quarterly Report on Form 10-Q for the quarter ended June 30, 1998.
- (5) Incorporated herein by reference to Exhibit 10.10 to the registrant's Quarterly Report on Form 10-Q for the quarter ended June 30, 2002.

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- (6) Incorporated herein by reference to Exhibit 10.9 to the registrant's Annual Report on Form 10-K for the year ended December 31, 2002.
- (7) Incorporated herein by reference to Exhibit 10.10 to the registrant's Registration Statement on Form S-4 filed July 11, 2003.

### **Item 17. Undertakings.**

Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been informed that in the opinion of the SEC such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim of indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

The undersigned registrant hereby undertakes:

- (1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:
  - i. To include any prospectus required by section 10(a)(3) of the Securities Act of 1933;
  - ii. To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than 20% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement;
  - iii. To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement;

*Provided, however,* That paragraphs (a)(1)(i) and (a)(1)(ii) of this section do not apply if the registration statement is on Form S-3, Form S-8 or Form F-3, and the information required to be included in a post-effective amendment by those paragraphs is contained in periodic reports filed with or furnished to the Commission by the registrant pursuant to section 13 or section 15(d) of the Securities Exchange Act of 1934 that are incorporated by reference in the registration statement.

- (2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.
- (3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

The undersigned registrant hereby undertakes that, for purposes of determining any liability under the Securities Act of 1933, each filing of the registrant's annual report pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Amendment No. 2 to Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Plano, State of Texas, on September 20, 2004.

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

By: /s/ Mark E. Speese

\_\_\_\_\_  
Mark E. Speese  
Chairman of the Board and  
Chief Executive Officer

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Mark E. Speese</u> Mark E. Speese	Chairman of the Board and Chief Executive Officer (Principal Executive Officer)	September 20, 2004
<u>/s/ Robert D. Davis</u> Robert D. Davis	Senior Vice President - Finance, Chief Financial Officer and Treasurer (Principal Financial and Accounting Officer)	September 20, 2004
<u>*</u> Mitchell E. Fadel	President, Chief Operating Officer and Director	September 20, 2004
<u>*</u> Richard K. Armev	Director	September 20, 2004
<u>*</u> Laurence M. Berg	Director	September 20, 2004
<u>*</u> Mary Elizabeth Burton	Director	September 20, 2004
<u>*</u> Peter P. Copses	Director	September 20, 2004

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\_\_\_\_\_  
Andrew S. Jhavar

Director

September 20, 2004

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\_\_\_\_\_  
J.V. Lentell

Director

September 20, 2004

\* By: /s/ Mark E. Speese, pursuant to power of attorney  
\_\_\_\_\_  
Mark E. Speese  
Chairman of the Board and  
Chief Executive Officer

**EXHIBIT INDEX**

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**FIFTH AMENDED AND RESTATED STOCKHOLDERS AGREEMENT OF  
RENT-A-CENTER, INC.**

THIS FIFTH AMENDED AND RESTATED STOCKHOLDERS AGREEMENT (the “**Agreement**”), is effective as of the 13th day of August, 2004, and is entered into by and among (i) each of Apollo Investment Fund IV, L.P., a Delaware limited partnership, and Apollo Overseas Partners IV, L.P., an exempted limited partnership registered in the Cayman Islands acting through its general partner (individually and collectively with their Permitted Transferees (defined below), “**Apollo**”), (ii) Mark E. Speese, an individual (“**Speese**”), (iii) Rent-A-Center, Inc., a Delaware corporation (formerly known as Rent-A-Center Holdings, Inc., the “**Company**”), (iv) each Person (defined below) named in Exhibit A attached hereto (the “**Speese Other Parties**” and together with Speese, the “**Speese Group**”), and (v) each other Person who becomes a party to the Agreement in accordance with the terms hereof (all of the foregoing, collectively, the “**Parties**”). Terms with initial capital letters used but not otherwise defined herein shall have the meanings given in Section 1.1.

W I T N E S S E T H

WHEREAS, the Parties are parties to that certain Fourth Amended and Restated Stockholders Agreement dated as of July 11, 2003 (the “**July 2003 Agreement**”), that amended and restated that certain Third Amended and Restated Stockholders Agreement dated as of December 31, 2002 (the “**December 2002 Agreement**”), that amended and restated that certain Second Amended and Restated Stockholders Agreement dated as of August 5, 2002 (the “**2002 Agreement**”) to which the Parties (other than the Company) and Rent-A-Center East, Inc., a Delaware corporation (formerly known as Rent-A-Center, Inc., the “**Original Company**”) are party, that amended and restated that certain Amended and Restated Stockholders Agreement, dated as of October 8, 2001 (the “**2001 Agreement**”), that amended and restated that certain Stockholders Agreement dated as of August 5, 1998 (the “**Original Agreement**”);

WHEREAS, on August 29, 2003, the Company distributed a stock dividend of one and a half shares of common stock, \$.01 par value (the “**Common Stock**”), for every share of outstanding Common Stock (the “**Stock Split**”);

WHEREAS, on May 19, 2004, the Company amended its Certificate of Incorporation to increase its authorized shares of Common Stock from 125,000,000 to 250,000,000 (the “**Authorized Share Increase**”); and

WHEREAS, following the Stock Split and the Authorized Share Increase, the authorized capital stock of the Company consists of 250,000,000 shares of Common Stock and 5,000,000 shares of preferred stock, \$.01 par value (the “**Preferred Stock**”), of which 100 shares are designated Series C convertible preferred stock, \$.01 par value (the “**Series C Preferred Stock**”), and (ii) as of July 28, 2004, the issued and outstanding capital stock of the Company consists of approximately 79,109,972 shares of Common Stock and two shares of Series C Preferred Stock, with as of July 28, 2004, approximately 10,006,213 shares of Common Stock reserved for issuance in connection with an acquisition, upon the exercise of certain stock options and upon conversion of the Series C Preferred Stock;

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WHEREAS, as of August 13, 2004 (i) Apollo owns of record two shares of Series C Preferred Stock and 9,318,391 shares of Common Stock, and (ii) the Speese Group collectively owns 2,446,580 shares of Common Stock; and

WHEREAS, the Parties and the Company desire to amend and restate the July 2003 Agreement to reflect the Stock Split and the Authorized Share Increase.

NOW THEREFORE, the Parties agree as follows:

## ARTICLE I

### DEFINITIONS

Section 1.1 *Definitions*. As used in this Agreement, the following terms have the following meanings:

“**Affiliate**” as applied to any specified Person, shall mean any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified Person and, in the case of a Person who is an individual, shall include (i) members of such specified Person’s immediate family (as defined in Instruction 2 of Item 404(a) of Regulation S-K under the Securities Act) and (ii) trusts, the trustee and all beneficiaries of which are such specified Person or members of such Person’s immediate family as determined in accordance with the foregoing clause (i). For the purposes of this definition, control when used with respect to any Person means the power to direct the management and policies of such person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms “affiliated,” “controlling” and “controlled” have meanings correlative to the foregoing. Notwithstanding the foregoing, Apollo and its Affiliates shall not be deemed Affiliates of the Company for purposes of this Agreement.

“**Apollo Nominees**” shall have the meaning set forth in Section 4.1(a).

“**Authorized Share Increase**” shall have the meaning set forth in the recitals.

“**beneficial owner**” of a security shall mean any Person who, directly or indirectly, through any contract, arrangement, understanding, relationship, or otherwise has (i) the power to vote, or to direct the voting of, such security or (ii) the power to dispose, or to direct the disposition of, such security.

“**Board of Directors**” shall mean the Board of Directors of the Company.

“**Business Day**” shall mean each day other than Saturdays, Sundays and days when commercial banks are authorized to be closed for business in New York, New York.

“**Certificate of Designation**” shall mean the Certificate of Designation of the Series C Preferred Stock in the form attached as an exhibit hereto.

“**Charter Documents**” shall mean the Certificate of Incorporation, as amended, and By-Laws of the Company, as amended, in the forms attached as exhibits hereto.

“**Commission**” shall mean the United States Securities and Exchange Commission.

“**Common Stock**” shall have the meaning set forth in the recitals.

“**Company**” shall have the meaning set forth in the preamble.

“**December 2002 Agreement**” shall have the meaning set forth in the recitals.

“**Effective Date**” shall mean as of August 13, 2004.

“**Exchange Act**” shall mean the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

“**Group Member**” shall mean a member of the Speese Group.

“**Indebtedness**” shall mean with respect to any person, without duplication, all liabilities of such person (a) for borrowed money (whether or not the recourse of the lender is to the whole of the assets of such person or only to a portion thereof), (b) evidenced by bonds, notes, debentures or similar instruments or representing the balance deferred and unpaid of the purchase price of any property (other than any such balance that represents an account payable or any other monetary obligation to a trade creditor (whether or not an Affiliate)), or (c) for the payment of money relating to a capitalized lease obligation.

“**IRR**” shall have the meaning set forth in Section 4.2(b).

“**July 2003 Agreement**” shall have the meaning set forth in the recitals.

“**MD&A**” shall mean a management’s discussion and analysis of the Company’s financial condition and results of operation comparable to the discussion that is required to be included in periodic reports filed under the Exchange Act.

“**Notices**” shall have the meaning set forth in Section 6.5.

“**Original Agreement**” shall have the meaning set forth in the recitals.

“**PIK Shares**” means any Shares issued in lieu of cash dividends pursuant to the Certificate of Designation.

“**pecuniary interest**” in any security shall mean the opportunity, directly or indirectly, to profit or share in any profit derived from a transaction in such security, and shall include securities owned by an individual’s spouse or issue or any trust solely for the benefit of such individual, spouse or issue.

“**Permitted Transferee**” shall mean:

- (a) in the case of Apollo (i) any officer, director or partner of, or Person controlling, Apollo, (ii) any other Person that is (x) an Affiliate of the general partners, investment managers or investment advisors of Apollo, (y) an Affiliate of Apollo or a Permitted Transferee of an Affiliate or (z) an investment fund, investment account or

investment entity whose investment manager, investment advisor or general partner thereof is Apollo or a Permitted Transferee of Apollo or (iii) if a Permitted Transferee of a Person set forth in the foregoing clauses (i) and (ii) is an individual, (x) any spouse or issue of such individual, or any trust solely for the benefit of such individual, spouse or issue, and (y) upon such individual's death, any Person to whom Shares are transferred in accordance with the laws of descent and/or testamentary distribution, in each case in a bona fide distribution or other transaction not intended to avoid the provisions of this Agreement;

(b) in the case of a Group Member, (i) any Person that is solely controlled by such Group Member, (ii) upon a bona fide liquidation of, or a bona fide withdrawal from, such Group Member, in each case, not intended to avoid the provisions of this Agreement, the shareholders, partners or principals, as the case may be, of such Group Member, or (iii) if such Group Member is an individual, (x) any spouse or issue of such individual, or any trust or limited partnership solely for the benefit of such individual, spouse or issue, and (y) upon such individual's death, any Person to whom Shares are transferred in accordance with the laws of descent and/or testamentary distribution; and

(c) any Person who is a party to this Agreement.

**"Person"** shall mean an individual or a corporation, limited liability company, partnership, trust, or any other entity or organization, including a government or political subdivision or an agency or instrumentality thereof.

**"Preferred Stock"** shall have the meaning set forth in the recitals.

**"Registration Rights Agreement"** shall mean the Series A Registration Rights Agreement, dated as of August 5, 1998, by and between the Original Company and Apollo, as amended from time to time.

**"Securities Act"** shall mean the Securities Act of 1933, as amended, and the rules and regulations thereunder.

**"Series C Preferred Stock"** shall have the meaning set forth in the recitals.

**"Shares"** shall mean, collectively, the Common Stock and the Preferred Stock, whether now owned or acquired after the date hereof. Whenever this Agreement refers to a number or percentage of Shares, such number or percentage shall be calculated as if each of the Shares (including, in the case of Apollo, any PIK Shares) had been exchanged or converted into shares of Common Stock immediately prior to such calculation regardless of the existence of any restrictions on such exchange or conversion.

**"Speese Group"** shall have the meaning set forth in the preamble.

**"Speese Included Shares"** shall mean those 2,446,580 shares of Common Stock owned by the Speese Group as of August 13 2004.

**"Speese Other Parties"** shall have the meaning set forth in the preamble.

“**Stock Purchase Agreement**” shall mean the Stock Purchase Agreement, dated as of August 5, 1998, between the Original Company and Apollo.

“**Stock Split**” shall have the meaning set forth in the recitals.

“**Subsidiary**” shall mean, with respect to any Person, (a) a corporation a majority of whose capital stock with voting power, under ordinary circumstances, to elect directors is at the time, directly or indirectly, owned by such Person, by a Subsidiary of such Person, or by such Person and one or more Subsidiaries of such Person, (b) a partnership in which such Person or a Subsidiary of such Person is, at the date of determination, a general partner of such partnership, or (c) any other Person (other than a corporation) in which such Person, a Subsidiary of such Person or such Person and one or more Subsidiaries of such Person, directly or indirectly, at the date of determination thereof, has (i) at least a majority ownership interest or (ii) the power to elect or direct the election of the directors or other governing body of such Person.

“**2001 Agreement**” shall have the meaning set forth in the recitals.

“**2002 Agreement**” shall have the meaning set forth in the recitals.

“**Transfer**” shall mean (i) when used as a noun: any direct or indirect transfer, sale, assignment, pledge, hypothecation, encumbrance or other disposition and (ii) when used as a verb: to directly or indirectly transfer, sell, assign, pledge, hypothecate, encumber, or otherwise dispose of; provided, however, Transfer shall not include a pledge in connection with a recourse, bona fide loan transaction that is not intended to avoid the provisions of this Agreement.

“**Transferee**” shall mean any Person to whom Shares have been Transferred in compliance with the terms of this Agreement.

## ARTICLE II

### RESTRICTIONS ON TRANSFERS

Section 2.1 *Transfers in Accordance with this Agreement.* Any attempt to Transfer, or purported Transfer of, any of the Speese Included Shares in violation of the terms of this Agreement shall be null and void and the Company shall not register upon its books, and shall direct its transfer agent not to register on its books any such Transfer. A copy of this Agreement shall be filed with the Secretary of the Company and the Company’s transfer agent and kept with the records of the Company.

Section 2.2 *Agreement to be Bound.*

(a) No party hereto (other than the Company, Apollo and their Permitted Transferees) shall Transfer any Shares except (i) to a Permitted Transferee, or (ii) as specifically provided herein.

(b) No member of the Speese Group or its Permitted Transferees shall Transfer its respective pecuniary interests in any of the Speese Included Shares to any party other than a Permitted Transferee of the Speese Group, except that during any

twelve-month period the Speese Group and its Permitted Transferees shall be entitled to Transfer up to 750,000 Shares in aggregate through sales pursuant to Rule 144 under the Securities Act, or otherwise. Notwithstanding the foregoing, in no case shall the Speese Group or its Permitted Transferees (i) Transfer more than 50% of the Speese Included Shares during the one year period commencing on August 5, 2002, or (ii) Transfer any Shares if such Transfer would trigger default or change-in-control provisions under any material debt instrument of the Company.

(c) No Transfer to a Permitted Transferee of Apollo or of any party as provided in the foregoing clauses (a) and (b) of this Section 2.2 shall be permitted unless (i) the certificates representing such Shares issued to the Transferee bear the legend provided in Section 2.3, and (ii) the Transferee (if not already a party hereto) has executed and delivered to each other party hereto, as a condition precedent to such Transfer, an instrument or instruments, reasonably satisfactory to the Company, confirming that the Transferee agrees to be bound by the terms of this Agreement in the same manner as such Transferee's transferor, except as otherwise specifically provided in this Agreement.

Section 2.3 *Legend*. Apollo and each Group Member hereby agree that each outstanding certificate representing Shares issued to any of them (i) on or after the date of the Original Agreement and prior to the date of the 2001 Agreement shall bear the legend as set forth in Section 2.3 of the Original Agreement, (ii) on or after the date of the 2001 Agreement and prior to the date of the 2002 Agreement shall bear the legend as set forth in Section 2.3 of the 2001 Agreement, (iii) on and after the date of the 2002 Agreement and prior to the date of the December 2002 Agreement shall bear the legend as set forth in Section 2.3 of the 2002 Agreement, (iv) on and after the date of the December 2002 Agreement and prior to the date of the July 2003 Agreement shall bear the legend set forth in Section 2.3 of the December 2002 Agreement, (v) on or after the date of the July 2003 Agreement and prior to the Effective Date shall bear the legend set forth in Section 2.3 of the July 2003 Agreement, and (vi) on or after the Effective Date, or any certificate issued after the Effective Date in exchange for or upon conversion of any similarly legended certificate, shall bear a legend reading substantially as follows:

THE SHARES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR UNDER ANY STATE SECURITIES LAWS, AND MAY BE OFFERED AND SOLD ONLY IF SO REGISTERED OR AN EXEMPTION FROM REGISTRATION IS AVAILABLE. THE HOLDER OF THESE SHARES MAY BE REQUIRED TO DELIVER TO THE COMPANY, IF THE COMPANY SO REQUESTS, AN OPINION OF COUNSEL (REASONABLY SATISFACTORY IN FORM AND SUBSTANCE TO THE COMPANY) TO THE EFFECT THAT AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT (OR FROM REGISTRATION OR QUALIFICATION UNDER STATE SECURITIES LAWS) IS AVAILABLE WITH RESPECT TO ANY TRANSFER OF THESE SHARES THAT HAS NOT BEEN SO REGISTERED (OR QUALIFIED).

THE SHARES REPRESENTED BY THIS CERTIFICATE ALSO ARE SUBJECT TO ADDITIONAL RESTRICTIONS ON TRANSFER AND OBLIGATIONS, TO WHICH ANY TRANSFEREE AGREES BY HIS ACCEPTANCE HEREOF, AS SET FORTH IN THE FIFTH AMENDED AND RESTATED STOCKHOLDERS AGREEMENT, AS AMENDED FROM TIME TO TIME, A COPY OF WHICH MAY BE OBTAINED FROM THE COMPANY. NO TRANSFER OF SUCH SHARES WILL BE MADE ON THE BOOKS OF THE COMPANY UNLESS ACCOMPANIED BY EVIDENCE OF COMPLIANCE WITH THE TERMS OF SUCH AGREEMENT AND BY AN AGREEMENT OF THE TRANSFEREE TO BE BOUND BY THE RESTRICTIONS SET FORTH IN THE FIFTH AMENDED AND RESTATED STOCKHOLDERS AGREEMENT, AS AMENDED FROM TIME TO TIME.

### ARTICLE III

#### ADDITIONAL RIGHTS AND OBLIGATIONS OF APOLLO AND THE COMPANY

Section 3.1 *Access to Information; Confidentiality*. Upon the request of Apollo, the Company shall afford Apollo and its accountants, counsel and other representatives reasonable access to all of the properties, books, contracts, commitments and records (including, but not limited to, tax returns) of the Company and its Subsidiaries that are reasonably requested. Apollo will, and will cause its agents to, conduct any such investigations on reasonable advance notice, during normal business hours, with reasonable numbers of persons and in such a manner as not to interfere unreasonably with the normal operations of the Company and its Subsidiaries.

Except as otherwise required by applicable law, neither the Company nor any of its Subsidiaries shall be required to provide access to or to disclose information where such access or disclosure would violate or prejudice the rights of any customer or other Person, would jeopardize the attorney-client privilege of the Person in possession or control of such information, or would contravene any law, rule, regulation, order, judgment, decree, fiduciary duty or binding agreement entered into prior to the date hereof. The Parties will make appropriate substitute disclosure arrangements under circumstances in which the restrictions of the preceding sentence apply.

Apollo shall, and shall use its best efforts to cause their representatives to, keep confidential all such information to the same extent such information is treated as confidential by the Company, and shall not directly or indirectly use such information for any competitive or other commercial purpose. The obligation to keep such information confidential shall not apply to (i) any information that (x) was already in Apollo's possession prior to the disclosure thereof by the Company (other than through disclosure by any other Person known by Apollo to be subject to a duty of confidentiality), (y) was then generally known to the public, or (z) was disclosed to Apollo by a third party not known by Apollo to be bound by an obligation of confidentiality or (ii) disclosures made as required by law or legal process or to any person exercising regulatory authority over such Apollo or its Affiliates. If in the absence of a protective order or the receipt of a waiver hereunder, Apollo is nonetheless, in the opinion of their counsel, compelled to disclose information concerning the Company to any tribunal or governmental body or agency or else stand liable for contempt or suffer other censure or penalty,

Apollo may disclose such information to such tribunal or governmental body or agency without liability hereunder. In addition, in the event that any information disclosed by the Company to Apollo is material nonpublic information, Apollo agrees to comply with its obligations under the applicable Federal and state securities laws with respect thereto, including but not limited to, the laws pertaining to the possession, dissemination and utilization of such material nonpublic information.

Section 3.2 *Furnishing of Information.* (a) The Company shall deliver to Apollo, as long as Apollo shall own any Shares:

(i) As promptly as practical, but in no event later than 30 days after the end of each calendar month, a copy of the monthly financial reporting package for such month customarily prepared for the Company's Chief Executive Officer.

(ii) As promptly as practical, but in no event later than 60 days after the close of each of its first three quarterly accounting periods during any fiscal year of the Company, the consolidated balance sheet of the Company as at the end of such quarterly period, and the related consolidated statements of operations, stockholders' equity and cash flows for such quarterly period, and for the elapsed portion of the fiscal year ended with the last day of such quarterly period, and in each case setting forth comparative figures for the related periods in the prior fiscal year (if such comparative figures are available without unreasonable expense), all of which shall be certified by the chief financial officer of the Company, to have been prepared in accordance with generally accepted accounting principles, subject to year-end audit adjustments, together with an MD&A;

(iii) As promptly as practical, but in no event later than 105 days after the close of each fiscal year of the Company, the consolidated balance sheet of the Company as of the end of such fiscal year and the related consolidated statements of operations, stockholders' equity and cash flows for such fiscal year, in each case setting forth comparative figures for the preceding fiscal year, and certified by independent certified public accountants of recognized national standing, together with an MD&A; and

(iv) All reports, if any, filed by the Company or any Subsidiary of the Company with the Commission under the Exchange Act, as promptly as practical, but in no event later than 15 days after filing any such reports with the Commission.

(b) The provisions of Sections 3.2(a)(ii) and (iii) above shall be deemed to have been satisfied if the Company delivers the reports timely filed by the Company with the Commission on Form 10-Q or 10-K, as applicable, for such periods promptly, but in no event later than 15 days after filing any such Form with the Commission.



## ARTICLE IV

### CORPORATE GOVERNANCE AND VOTING

#### Section 4.1 *Board of Directors of the Company.*

(a) As of the Effective Date, the number of directors constituting the entire Board of Directors of the Company is eight (8), three (3) of which have been previously designated by Apollo for nomination to the Board of Directors (each, an “**Apollo Nominee**” and collectively, the “**Apollo Nominees**”). Apollo (or any representative thereof designated by Apollo) shall hereafter be entitled, but not required, to designate up to two (2) Apollo Nominees for nomination to the Board of Directors, such that, subject to Section 4.1(j) hereof, up to two (2) Apollo Nominees shall be members of the Board of Directors of the Company, and the Company shall be entitled, but not required, to nominate the remaining members to the Board of Directors. So long as Apollo shall be entitled to nominate two (2) Apollo Nominees, such Apollo Nominees shall be classified in separate classes (be it Class I, Class II or Class III).

(b) The Speese Group shall vote all of the Shares owned or held of record by them at all regular and special meetings of the stockholders of the Company called or held for the purpose of filling positions on the Board of Directors, and in each written consent executed in lieu of such a meeting of stockholders, and, to the extent entitled to vote thereon, each party hereto shall take all actions otherwise necessary to ensure (to the extent within the Parties’ collective control) that the Apollo Nominees are elected to the Board of Directors.

(c) To the extent an Apollo Nominee may be removed for cause pursuant to the provisions of the Charter Documents, if Apollo requests such removal in writing, the Company and the Speese Group shall use their respective best efforts to call, or cause the appropriate officers and directors of the Company to call, a special meeting of stockholders of the Company, as applicable, and the Speese Group shall vote all of the Shares owned or held of record by them for, or to take all actions by written consent in lieu of any such meeting necessary to cause the removal of any such Apollo Nominee. Subject to Section 4.1(j) hereof, Apollo shall have the right to designate a new nominee in the event any Apollo Nominee shall be so removed under this Section 4.1(c) or shall vacate his directorship for any reason.

Except as provided in this Section 4.1(c), each Group Member hereto agrees that, at any time that it is then entitled to vote for the removal of directors at a meeting of the stockholders of the Company, it will not vote in favor of the removal of an Apollo Nominee unless (i) such removal shall be at the request of Apollo or (ii) the right of Apollo to designate such director has terminated in accordance with clause (e) or (j) below.

(d) The Company shall not, and shall not permit any of its Subsidiaries to, without the consent of holders of a majority of the Shares held by Apollo, take any action under Section 4.2(b) of this Agreement that requires the approval of the Apollo

Nominees, if any of the Apollo Nominees are Persons whose removal from the Board of Directors has been requested pursuant to Section 4.1(c) of this Agreement at or prior to the time of such action by Apollo. Each party hereto shall use reasonable efforts to prevent any action from being taken by the Board of Directors, during the pendency of any vacancy due to death, resignation or removal of a director, unless the Person entitled to have a person nominated by it elected to fill such vacancy shall have failed, for a period of ten (10) days after notice of such vacancy, to nominate a replacement.

(e) At such time as Apollo, together with any and all of its Permitted Transferees, cease to hold in the aggregate 7,457,043 Shares, Apollo shall be entitled, but not required, to nominate only one Apollo Nominee in accordance with this Article IV. At such time as Apollo, together with any and all of its Permitted Transferees, cease to hold in the aggregate 2,237,335 Shares, Apollo shall no longer be entitled to nominate any Apollo Nominees in accordance with this Article IV.

(f) Subject to Section 4.1(j) hereof, in the event the Company establishes an Executive Committee of the Board of Directors, it shall be comprised of such persons as a majority of the Board of Directors shall approve, provided, however, such committee shall also include at least one Apollo Nominee. The Executive Committee shall have authority, subject to applicable law, to take all actions that (A) are ancillary to or arise in the normal course of the businesses of the Company, or (B) implement and are consistent with resolutions of the Board of Directors provided, however, that such Executive Committee shall not be authorized to take any action which, if proposed to be taken by the full Board of Directors would require the affirmative vote of the Apollo Nominees in accordance with Section 4.2.

(g) Subject to Section 4.1(j) hereof, unless otherwise approved in advance in writing by all the Apollo Nominees, each and every committee of the Board of Directors shall be comprised of three directors, one of whom shall be an Apollo Nominee and at least one of whom is selected by the Board of Directors but who is not also a member of management of the Company.

(h) Each committee of the Board of Directors, to which authority has been delegated, shall keep complete and accurate minutes and records of all actions taken by such committee, prepare such minutes and records in a timely fashion and promptly distribute such minutes and records to each member of the Board of Directors.

(i) The Parties agree that upon the request of Apollo, the Company shall cause the Board of Directors of any wholly-owned subsidiary of the Company to include the number of Apollo Nominees in the same proportion of the total number of members of the Board of Directors of such subsidiary as the proportion of the Company's Board of Directors to which Apollo is entitled pursuant to this Section 4.1, and shall cause each and every committee of such Board of Directors of such subsidiaries to include at least one of the individuals designated as an Apollo Nominee and included as a member of such Board of Directors pursuant to the foregoing.

(j) As of the date hereof, the Board of Directors includes three (3) Apollo Nominees. The parties agree that, upon the request of the Company, Apollo shall cause one Apollo Nominee (to be selected in the sole discretion of Apollo) to resign as a member of the Board of Directors of the Company, such that the Board of Directors of the Company would thereafter include two (2) Apollo Nominees. The parties further agree that, in the event Apollo, together with any and all of its Permitted Transferees, cease to hold in the aggregate 7,457,043 Shares, then upon the request of the Company, Apollo shall cause an Apollo Nominee to resign as a member of the Board of Directors of the Company, such that the Board of Directors of the Company would thereafter include one (1) Apollo Nominee. The parties further agree that, in the event Apollo, together with any and all of its Permitted Transferees, cease to hold in the aggregate 2,237,335 Shares, then upon the request of the Company, Apollo shall cause the remaining Apollo Nominee to resign as a member of the Board of Directors of the Company, such that the Board of Directors of the Company would thereafter cease to include any Apollo Nominee.

*Section 4.2 Action by the Board of Directors.*

(a) Except as provided below, all decisions of the Board of Directors shall require the affirmative vote of a majority of the directors of the Company then in office, or a majority of the members of an Executive Committee of the Board of Directors, to the extent such decisions may be lawfully delegated to an Executive Committee pursuant to Section 4.1(f).

(b) The Company shall not, and it shall cause each of its Subsidiaries not to, take (or agree to take) any action regarding the following matters, directly or indirectly, including through a merger or consolidation with any other corporation or otherwise, without the affirmative vote of the Apollo Nominees: (i) increase the number of authorized shares of Preferred Stock or authorize the issuance or issue of any shares of Preferred Stock other than to existing holders of Preferred Stock; (ii) issue any new class or series of equity security or issue any additional shares of Series C Preferred Stock; (iii) amend, alter or repeal, in any manner whatsoever, the designations, preferences and relative rights and limitations and restrictions of the Series C Preferred Stock; (iv) amend, alter or repeal any of the provisions of the Charter Documents or the Certificate of Designation in a manner that would negatively impact the holders of the Series C Preferred Stock, including (but not limited to) any amendment that is in conflict with the approval rights set forth in this Section 4.2; (v) directly or indirectly, redeem, purchase or otherwise acquire for value (including through an exchange), or set apart money or other property for any mandatory purchase or other analogous fund for the redemption, purchase or acquisition of any shares of Common Stock or Junior Stock (as defined in the Certificate of Designation), or declare or pay any dividend or make any distribution (whether in cash, shares of capital stock of the Company, or other property) on shares of Common Stock or Junior Stock; (vi) cause the number of directors of the Company to be greater than eight (8); (vii) enter into any agreement or arrangement with or for the benefit of any Person who is an Affiliate of the Company with a value in excess of \$5 million in a single transaction or series of related transactions; (viii) effect a voluntary liquidation, dissolution or winding up of the Company; (ix) sell or agree to sell all or

substantially all of the assets of the Company, unless such transaction (1) is a sale for cash and (2) results in an internal rate of return (“**IRR**”) to Apollo of 30% compounded quarterly or greater with respect to each Share issued to Apollo on August 5, 1998; or (x) enter into any merger or consolidation or other business combination involving the Company (except a merger of a wholly-owned subsidiary of the Company into the Company in which the Company’s capitalization is unchanged as a result of such merger) unless such transaction (1) is for cash and (2) results in an IRR to Apollo of 30% compounded quarterly or greater with respect to each Share issued to Apollo on August 5, 1998.

(c) Notwithstanding the foregoing Section 4.2(b), if Apollo owns less than 7,457,043 Shares, the provisions of Section 4.2(b) shall cease to exist and shall be of no further force or effect.

(d) While any shares of Series C Preferred Stock are outstanding, the Company shall not and it shall cause each of its Subsidiaries not to, issue any debt securities of the Company with a value in excess of \$10 million (including any refinancing of existing indebtedness) without the majority affirmative vote of the Finance Committee.

(e) While any shares of Series C Preferred Stock are outstanding, the Company shall not, and it shall cause each of its Subsidiaries not to, issue any equity securities of the Company with a value in excess of \$10 million (including any refinancing of existing indebtedness) without the unanimous affirmative vote of the Finance Committee; provided, however, that the following equity issuances shall require only a majority affirmative vote of the Finance Committee: (A) an offering of Common Stock in which the selling price is equal to or greater than the price that would imply a 25% or greater IRR compounded quarterly on the Conversion Price (as defined in the Certificate of Designation) from August 5, 1998 and (B) an issuance of equity in connection with an acquisition if the issuance is equal to or less than 10% of the outstanding Common Stock (calculated post-issuance of such shares of Common Stock).

Section 4.3 *Charter Documents*. (a) The Charter Documents attached as exhibits hereto are the Charter Documents as in effect on the Effective Date.

(a) The Company covenants that it will act, and each Group Member and Apollo agrees to use its best efforts to cause the Company to act, in accordance with its Charter Documents and Certificate of Designation in all material respects and to cause compliance with all provisions contained herein. Each Group Member and Apollo shall vote all the Shares owned or held of record by it at any regular or special meeting of stockholders of the Company or in any written consent executed in lieu of such a meeting of stockholders, and shall take all action necessary, to ensure (to the extent within the Parties’ collective control) that (i) the Charter Documents and Certificate of Designation of the Company do not, at any time, conflict with the provisions of this Agreement, and (ii) unless an amendment is approved by the Board of Directors in accordance with Section 4.2, the Charter Documents of the Company and the Certificate of Designation continue to be in effect in the forms attached as exhibits hereto.

## ARTICLE V

### TERMINATION

Section 5.1 *Termination*. Except as otherwise provided herein with respect to certain specific provisions, this Agreement shall terminate upon the earlier to occur of:

- (a) the mutual agreement of the Parties,
- (b) with respect to any party hereto other than the Company, such party ceasing to own, beneficially or otherwise, any Shares,
- (c) such time as less than 4,342,760 Shares continue to be subject to the provisions of this Agreement, or
- (d) on August 5, 2009.

## ARTICLE VI

### MISCELLANEOUS

Section 6.1 *No Inconsistent Agreements*. Each party hereto hereby consents to the termination of any prior written or oral agreement or understanding, including without limitation the July 2003 Agreement, restricting, conditioning or limiting the ability of any party to transfer or vote Shares.

Each of the Company and the Group Members represents and agrees that, as of the Effective Date, there is no (and from and after the Effective Date they will not, and will cause their respective Subsidiaries and Affiliates not to, enter into any) agreement with respect to any securities of the Company or any of its Subsidiaries (and from and after the Effective Date neither the Company nor any Group Members shall take, or permit any of their Subsidiaries or Affiliates to take, any action) that is inconsistent in any material respect with the rights granted to Apollo in this Agreement.

Without limiting the foregoing and other than the July 2003 Agreement and the Registration Rights Agreement, the Company represents that there are no existing agreements relating to the voting or registration of any equity securities of the Company or any of its Subsidiaries, and there are no other existing agreements between the Company and any other holder of Shares relating to the transfer of any equity securities of the Company or any of its Subsidiaries.

Section 6.2 *Recapitalization, Exchanges. etc.* If any capital stock or other securities are issued in respect of, in exchange for, or in substitution of, any Shares by reason of any reorganization, recapitalization, reclassification, merger, consolidation, spin-off, partial or complete liquidation, stock dividend, split-up, sale of assets, distribution to stockholders or combination of the Shares or any other change in capital structure of the Company, appropriate adjustments shall be made with respect to the relevant provisions of this Agreement so as to fairly and equitably preserve, as far as practicable, the original rights and obligations of the

Parties under this Agreement and the terms “*Common Stock*,” “*Preferred Stock*” and “*Shares*,” each as used herein, shall be deemed to include shares of such capital stock or other securities, as appropriate. Without limiting the foregoing, whenever a particular number of Shares is specified herein, such number shall be adjusted to reflect stock dividends, stock-splits, combinations or other reclassifications of stock or any similar transactions.

Section 6.3 *Successors and Assigns*. This Agreement shall be binding upon and shall inure to the benefit of the Parties, and their respective successors and permitted assigns; provided that (i) neither this Agreement nor any rights or obligations hereunder may be transferred or assigned by the Company (except by operation of law in any permitted merger); (ii) neither this Agreement nor any rights or obligations hereunder may be transferred or assigned by the Group Members or Apollo except to any Person to whom it has Transferred Shares in compliance with this Agreement and who has become bound by this Agreement pursuant to Section 2.2 hereof; and (iii) the rights of the Parties under Article IV hereof may not be assigned to any Person except as explicitly provided therein.

Section 6.4 *No Waivers: Amendments*. (a) No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

(a) This Agreement may not be amended or modified, nor may any provision hereof be waived, other than by a written instrument signed by the Parties.

Section 6.5 *Notices*. All notices, demands, requests, consents or approvals (collectively, “*Notices*”) required or permitted to be given hereunder or which are given with respect to this Agreement shall be in writing and shall be personally delivered or mailed, registered or certified, return receipt requested, postage prepaid (or by a substantially similar method), or delivered by a reputable overnight courier service with charges prepaid, or transmitted by hand delivery or facsimile, addressed as set forth below, or such other address (and with such other copy) as such party shall have specified most recently by written notice. Notice shall be deemed given or delivered on the date of service or transmission if personally served or transmitted by facsimile. Notice otherwise sent as provided herein shall be deemed given or delivered on the third business day following the date mailed or on the next business day following delivery of such notice to a reputable overnight courier service.

To the Company or the Speese Group:

Rent-A-Center, Inc.  
5700 Tennyson Parkway  
Third Floor  
Plano, Texas 75024  
Attn: Mark E. Speese  
Facsimile: (972) 801-1200

with a copy (which shall not constitute notice) to:

Fulbright & Jaworski L.L.P.  
2200 Ross Avenue  
Suite 2800  
Attn: Thomas W. Hughes, Esq.  
Facsimile: (214) 855-8200

To Apollo:

Apollo Investment Fund IV, L.P. and/or  
Apollo Overseas Partners IV, L.P.  
c/o Apollo Management IV, L.P.  
1999 Avenue of the Stars, Suite 1900  
Los Angeles, California 90067  
Attn: Michael D. Weiner  
Facsimile: (310) 201-4166

with a copy (which shall not constitute notice) to:

Morgan, Lewis & Bockius LLP  
300 South Grand Avenue, Suite 2200  
Los Angeles, California 90071  
Attn: John F. Hartigan, Esq.  
Facsimile: (213) 612-2554

Section 6.6 *Inspection*. So long as this Agreement shall be in effect, this Agreement and any amendments hereto and waivers hereof shall be distributed to all Parties after becoming effective and shall be made available for inspection at the principal office of the Company by Apollo.

Section 6.7 *Governing Law*. **This Agreement shall be governed by and construed in accordance with the laws of the State of New York, as applied to contracts made and performed within the State of New York, without regard to principles of conflict of laws, except as to matters of corporate governance, which shall be interpreted in accordance with the General Corporation Law of the State of Delaware. Each party hereto consents to the non-exclusive jurisdiction of the federal and state courts within the State of New York.**

Section 6.8 *Section Headings*. The section headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

Section 6.9 *Entire Agreement*. This Agreement, together with the Purchase and Exchange Agreement, Stock Purchase Agreement, the Certificate of Designation and the Registration Rights Agreement, constitutes the entire agreement and understanding among the Parties with respect to the subject matter hereof and thereof and supersedes the July 2003 Agreement and any and all prior agreements and understandings, written or oral, relating to the subject matter hereof.

Section 6.10 *Severability*. Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdictions, it being intended that all rights and obligations of the Parties hereunder shall be enforceable to the fullest extent permitted by law.

Section 6.11 *Counterparts*. This Agreement may be signed in counterparts, each of which shall constitute an original and which together shall constitute one and the same agreement.

Section 6.12 *Required Approvals*. If approval of this Agreement or any of the transactions contemplated hereby shall be required by any governmental or supra-governmental agency or instrumentality or is considered to be necessary or advisable to all the Parties, all Parties shall use their best efforts to obtain such approval.

Section 6.13 *Public Disclosure*. The Company shall not, and shall not permit any of its Subsidiaries to, make any public announcements or disclosures relating or referring to Apollo, any of its affiliates, or any of their respective directors, officers, partners, employees or agents (including, without limitation, any Person designated as a director of the Company pursuant to the terms hereof) unless Apollo has consented to the form and substance thereof, which consent shall not be unreasonably withheld except to the extent such disclosure is, in the opinion of counsel, required by law or by stock exchange regulation, provided that (i) any such required disclosure shall only be made, to the extent consistent with the law, after consultation with Apollo and (ii) no such announcement or disclosure (except as required by law or by stock exchange regulation) shall identify any such Person without Apollo's prior consent.

Section 6.14 *Payment of Costs and Expenses*. The Company shall pay Apollo's reasonable and documented costs and expenses (including attorneys' fees) associated with negotiation, documentation and completion of this Agreement and the transactions contemplated herein.

**[Remainder of Page Intentionally Left Blank]**



**IN WITNESS WHEREOF**, the Parties have executed this Fifth Amended and Restated Stockholders Agreement as of the date first written above.

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

a Delaware corporation

By: /s/ Mitchell E. Fadel

Name: Mitchell E. Fadel

Title: President

**APOLLO INVESTMENT FUND IV, L.P.**

a Delaware limited partnership

By: Apollo Advisors IV, L.P.  
its General Partner

By: Apollo Capital Management IV, Inc.  
its General Partner

By: /s/ Peter P. Copses

Name: Peter P. Copses

Title: Vice President

**APOLLO OVERSEAS PARTNERS IV, L.P.**

an exempted limited partnership registered in the Cayman Islands

By: Apollo Advisors IV, L.P.  
its General Partner

By: Apollo Capital Management IV, Inc.  
its Managing General Partner

By: /s/ Peter P. Copses

Name: Peter P. Copses

Title: Vice President

[Signature Page to Fifth Amended and Restated Stockholders Agreement]

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/s/Mark E. Speese  
Mark E. Speese

/s/Carolyn Speese  
Carolyn Speese

**ALLISON REBECCA SPEESE 2000 REMAINDER TRUST**

By: /s/ Stephen Elken  
Stephen Elken, as Trustee

**JESSICA ELIZABETH SPEESE 2000 REMAINDER TRUST**

By: /s/ Stephen Elken  
Stephen Elken, as Trustee

**ANDREW MICHAEL SPEESE 2000 REMAINDER TRUST**

By: /s/ Stephen Elken  
Stephen Elken, as Trustee

[Signature Page to Fifth Amended and Restated Stockholders Agreement]

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**EXHIBIT "A"**

**Mark E. Speese**

**Carolyn Speese**

**Allison Rebecca Speese 2000 Remainder Trust**

**Jessica Elizabeth Speese 2000 Remainder Trust**

**Andrew Michael Speese 2000 Remainder Trust**

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**EXHIBIT "B"**

**Charter Documents**

**Consent of Independent Registered Public Accounting Firm**

We have issued our report dated March 31, 2004, accompanying the consolidated financial statements of Rent-A-Center, Inc. and Subsidiaries appearing in the 2003 Annual Report on Form 10-K/A for the year ended December 31, 2003 which is incorporated by reference in this Registration Statement. We consent to the incorporation by reference in the Registration Statement of the aforementioned report and to the use of our name as it appears under the caption "Experts."

/s/ GRANT THORNTON LLP

Dallas, Texas  
September 20, 2004