

PLAINS ALL AMERICAN PIPELINE LP

Form 8-K

December 14, 2006

UNITED STATES SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

**Pursuant to Section 13 or 15(d) of the
Securities Exchange Act of 1934
December 14, 2006**

Date of Report (Date of earliest event reported)

Plains All American Pipeline, L.P.
(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation)

1-14569
(Commission File Number)

76-0582150
(IRS Employer Identification No.)

333 Clay Street, Suite 1600, Houston, Texas 77002

(Address of principal executive offices) (Zip Code)

713-646-4100

(Registrant's telephone number, including area code)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 8.01. Other Events.

On December 14, 2006, Plains All American Pipeline, L.P. (the Partnership) issued a press release announcing that it has extended to 5:00 p.m., Eastern Time, on December 20, 2006, its offer to exchange all of its outstanding 6.70% Senior Notes due 2036 for its 6.70% Senior Notes due 2036 that have been registered under the Securities Act of 1933, as amended. The Partnership is filing a copy of the press release as Exhibit 99.1 hereto.

Item 9.01. Exhibits.

(d) Exhibits.

99.1 Press Release of Plains All American Pipeline, L.P. dated December 14, 2006.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Date: December 14, 2006

PLAINS ALL AMERICAN PIPELINE, L.P.

By: Plains AAP, L.P., its general partner

By: Plains All American GP LLC, its general partner

By: /s/ Tim Moore
Name: Tim Moore
Title: Vice President

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Exhibits

99.1 Press Release of Plains All American Pipeline, L.P. dated December 14, 2006.

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elephone lines and other similar purposes, or zoning, building codes or other restrictions (including, without limitation, minor defects or irregularities in title and similar encumbrances) as to the use of real properties or Liens incidental to the conduct of the business of such Person or to the ownership of its properties that do not in the aggregate materially adversely affect the value of said properties or materially impair their use in the operation of the business of the Company and its Restricted Subsidiaries, taken as a whole;

(7) Liens securing Hedging Obligations so long as the related Indebtedness is, and is permitted to be under the Indenture, secured by a Lien on the same property securing such Hedging Obligation;

(8) leases, licenses, subleases and sublicenses of assets (including, without limitation, real property and intellectual property rights) that do not materially interfere with the ordinary conduct of the business of the Company and its Restricted Subsidiaries, taken as a whole;

(9) judgment Liens not giving rise to an Event of Default so long as such Lien is adequately bonded and any appropriate legal proceedings which may have been duly initiated for the review of such judgment have not been finally terminated or the period within which such proceedings may be initiated has not expired;

(10) Liens for the purpose of securing the payment of all or a part of the purchase price of, or Capitalized Lease Obligations, mortgage financings, purchase money obligations or other payments Incurred to finance assets or property (other than Capital Stock or other Investments) acquired, constructed, improved or leased in the ordinary course of business; provided that, with respect to Indebtedness described in this clause (b):

(a) the aggregate principal amount of Indebtedness secured by such Liens is otherwise permitted to be Incurred under the Indenture and does not exceed the cost of the assets or property so acquired, constructed or improved; and

(b) such Liens are created within 180 days of construction, acquisition or improvement of such assets or property and do not encumber any other assets or property of the Company or any Restricted Subsidiary other than such assets or property and assets affixed or appurtenant thereto;

(11) Liens that constitute banker's Liens, rights of set-off or similar rights and remedies as to deposit accounts or other funds maintained with a depository institution, whether arising by operation of law or pursuant to contract; provided that (a) such deposit account is not a dedicated cash collateral account and is not subject to restrictions against access by the Company in excess of those set forth by regulations promulgated by the Federal Reserve Board; and (b) such deposit account is not intended by the Company or any Restricted Subsidiary to provide collateral to the depository institution to secure Indebtedness;

(12) Liens arising from Uniform Commercial Code financing statement filings regarding operating leases, consigned goods or similar arrangements, entered into or authorized by the Company or its Restricted Subsidiaries in the ordinary course of business or otherwise made as precautionary filings pursuant to such or similar types of filings;

(13) Liens existing on the Issue Date (other than Liens permitted under clause (1)); provided that no such Lien shall extend to any additional property (other than improvements, accessions, products and proceeds thereof, or, if provided therein, after-acquired property, as each such term is defined in the Uniform Commercial Code of the respective states that govern the creation of such Liens) and that the amount of Indebtedness secured thereby is not increased;

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(14) Liens on property or shares of stock of a Person at the time such Person becomes a Restricted Subsidiary; provided, however, that such Liens are not Incurred in connection with, or in contemplation of, such other Person becoming a Restricted Subsidiary; provided further, however, that any such Lien may not extend to any other property owned by the Company or any Restricted Subsidiary;

(15) Liens on property at the time the Company or a Restricted Subsidiary acquired the property, including any acquisition by means of a merger or consolidation with or into the Company or any Restricted Subsidiary; provided, however, that such Liens are not Incurred in connection with, or in contemplation of, such acquisition; provided further, however, that such Liens may not extend to any other property owned by the Company or any Restricted Subsidiary;

(16) Liens securing Indebtedness or other obligations of a Restricted Subsidiary owing to the Company or another Restricted Subsidiary;

(17) Liens securing the Notes and Guarantees (and the exchange notes issued in exchange therefor and the related Guarantees) and any obligations owing to the Trustee under the Indenture as provided thereby;

(18) Liens securing Refinancing Indebtedness Incurred to refinance, refund, replace, amend, extend or modify, as a whole or in part, Indebtedness that was previously so secured pursuant to clauses (10), (13), (14), (15), (17), this clause (18) and (21) of this definition, provided that any such Lien is limited to all or part of the same property or assets (plus improvements, accessions, after-acquired property provided for therein, proceeds or dividends or distributions in respect thereof) that secured (or, under the written arrangements under which the original Lien arose, could secure) the Indebtedness being refinanced or is in respect of property that is the security for a Permitted Lien hereunder;

(19) any interest or title of a lessor under any Capitalized Lease Obligation or operating lease;

(20) Liens in favor of the Company or any Restricted Subsidiary;

(21) to the extent not otherwise permitted in any other clauses of this definition, Liens securing Indebtedness Incurred subsequent to the Issue Date and any Refinancing Indebtedness (other than Subordinated Obligations and Guarantor Subordinated Obligations) in an aggregate principal amount outstanding at any one time not to exceed \$100.0 million.

(22) Liens on property and assets used to secure Indebtedness, the net proceeds of which are promptly deposited to defease or satisfy and discharge the Notes;

(23) Liens to secure Indebtedness of a Foreign Subsidiary, which Indebtedness is permitted to be Incurred pursuant to clause (16) of the second paragraph under Certain covenants Limitation on indebtedness; and

(24) Liens in favor of the Trustee as provided for in the Indenture in money or other property held or collected by the Trustee in its capacity as trustee under the Indenture.

Person means any individual, corporation, limited liability company, partnership, joint venture, association, joint-stock company, trust, unincorporated organization, government or any agency or political subdivision hereof or any other entity.

Preferred Stock means, as applied to the Capital Stock of any corporation, Capital Stock of any class or classes (however designated) that is preferred as to the payment of dividends upon liquidation, dissolution or winding up of such Person over shares of Capital Stock of any other class or such Person.

RAC East means Rent-A-Center East, Inc. a Delaware corporation.

Rating Agency means each of Standard & Poor's Ratings Group, Inc. (or successor) and Moody's Investors Service, Inc. (or successor) or if Standard & Poor's Ratings Group, Inc. (or successor) or Moody's Investors Service, Inc. (or successor) or both shall not make a rating on the Notes publicly available, a nationally recognized statistical rating agency or agencies, as the case may be, selected by the Company (as certified by a resolution of the Board of Directors) which shall be substituted for Standard & Poor's Ratings Group, Inc. (or successor) or Moody's Investors Service, Inc. (or successor) or both, as the case may be.

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Refinancing Indebtedness means Indebtedness that is Incurred to refund, refinance, replace, exchange, renew, repay or extend (including pursuant to any defeasance or discharge mechanism) (collectively, refinance, refinances and refinanced shall each have a correlative meaning) any Indebtedness existing on the Issue Date or Incurred in compliance with the Indenture (including Indebtedness of the Company that refinances Indebtedness of any Restricted Subsidiary and Indebtedness of any Restricted Subsidiary that refinances Indebtedness of another Restricted Subsidiary) including Indebtedness that refinances Refinancing Indebtedness, provided, however, that:

- (1) (a) if the Stated Maturity of the Indebtedness being refinanced is earlier than the Stated Maturity of the Notes, the Refinancing Indebtedness has a Stated Maturity no earlier than the Stated Maturity of the Indebtedness being refinanced or (b) if the Stated Maturity of the Indebtedness being refinanced is later than the Stated Maturity of the Notes, the Refinancing Indebtedness has a Stated Maturity at least 91 days later than the Stated Maturity of the Notes;
- (2) the Refinancing Indebtedness has an Average Life at the time such Refinancing Indebtedness is Incurred that is equal to or greater than the Average Life of the Indebtedness being refinanced;
- (3) such Refinancing Indebtedness is Incurred in an aggregate principal amount (or if issued with original issue discount, an aggregate issue price) that is equal to or less than the sum of the aggregate principal amount (or if issued with original issue discount, the aggregate accreted value) then outstanding of the Indebtedness being refinanced (plus, without duplication, any additional Indebtedness Incurred to pay interest or premiums required by the instruments governing such existing Indebtedness and fees Incurred in connection therewith);
- (4) if the Indebtedness being refinanced is subordinated in right of payment to the Notes or the Guarantee, such Refinancing Indebtedness is subordinated in right of payment to the Notes or the Guarantee on terms at least as favorable to the Holders as those contained in the documentation governing the Indebtedness being refinanced; and
- (5) Refinancing Indebtedness shall not include Indebtedness of a Non-Guarantor Subsidiary that refinances Indebtedness of the Company or a Guarantor.

Registration Rights Agreement means that certain Registration Rights Agreement dated as of the Issue Date by and among the Company, the Guarantors and the initial purchasers set forth therein and, with respect to any Additional Notes, one or more substantially similar registration rights agreements among the Company and the other parties thereto, as such agreements may be amended from time to time.

Restricted Investment means any Investment other than a Permitted Investment.

Restricted Subsidiary means any Subsidiary of the Company other than an Unrestricted Subsidiary.

Sale/Leaseback Transaction means an arrangement relating to principal property now owned or hereafter acquired whereby the Company or a Restricted Subsidiary transfers such property to a Person (other than the Company or any of its Subsidiaries) and the Company or a Restricted Subsidiary leases it from such Person.

SEC means the United States Securities and Exchange Commission.

Secured Indebtedness means any Indebtedness of the Company or any of its Restricted Subsidiaries secured by a Lien.

Securities Act means the Securities Act of 1933, as amended, and the rules and regulations of the SEC promulgated thereunder.

Senior Credit Facility means the Third Amended and Restated Credit Agreement, as amended and restated as of November 15, 2006 (as amended by that certain First Amendment dated as of December 2, 2009), among the Company, the several lenders parties thereto from time to time the several documentation agents parties thereto and JPMorgan Chase Bank, N.A., as Administrative Agent, as the same has been, or may hereafter be, amended, restated, supplemented, modified, renewed, refunded, replaced or refinanced in whole or in part (whether with any of the original agents or lenders or one or more other agents and lenders and whether pursuant to the same or one or more other governing agreements) from time to time (including increasing the amount loaned thereunder, provided that such additional Indebtedness is Incurred in accordance with the covenant described under Certain

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covenants (Limitation on indebtedness); provided that a Senior Credit Facility shall not (1) include Indebtedness issued, created or Incurred pursuant to a registered offering of securities under the Securities Act or a private placement of securities (including under Rule 144A or Regulation S) pursuant to an exemption from the registration requirements of the Securities Act or (2) relate to Indebtedness Incurred thereunder that does not consist exclusively of Pari Passu Indebtedness or Guarantor Pari Passu Indebtedness.

Senior Management means any of the Chief Executive Officer, the Chief Financial Officer or the Controller.

Significant Subsidiary means any Restricted Subsidiary that would be a Significant Subsidiary of the Company within the meaning of Rule 1-02 under Regulation S-X promulgated by the SEC.

Similar Business means any business conducted or proposed to be conducted by the Company and its Restricted Subsidiaries on the Issue Date or any business that is similar, reasonably related, incidental or ancillary thereto.

Stated Maturity means, with respect to any security, the date specified in the agreement governing or certificate relating to such Indebtedness as the fixed date on which the final payment of principal of such security is due and payable, including pursuant to any mandatory redemption provision, but shall not include any contingent obligations to repay, redeem or repurchase any such principal prior to the date originally scheduled for the payment thereof.

Subordinated Obligation means any Indebtedness of the Company (whether outstanding on the Issue Date or thereafter Incurred) that is expressly subordinated or junior in right of payment to the obligations of the Company to the Notes pursuant to a written agreement.

Subsidiary of any Person means (a) any corporation, association or other business entity (other than a partnership, joint venture, limited liability company or similar entity) of which more than 50% of the total ordinary voting power of shares of Capital Stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof (or Persons performing similar functions) or (b) any partnership, joint venture limited liability company or similar entity of which more than 50% of the capital accounts, distribution rights, total equity and voting interests or general or limited partnership interests, as applicable, is, in the case of clauses (a) and (b), at the time owned or controlled, directly or indirectly, by (1) such Person, (2) such Person and one or more Subsidiaries of such Person or (3) one or more Subsidiaries of such Person. Unless otherwise specified herein, each reference to a Subsidiary will refer to a Subsidiary of the Company.

Total Assets means the total assets of the Company and its Restricted Subsidiaries on a consolidated basis determined in accordance with GAAP, as shown on the most recent consolidated balance sheet of the Company and its Restricted Subsidiaries.

Total Tangible Assets means Total Assets after deducting accumulated depreciation and amortization, allowances for doubtful accounts, other applicable reserves and other similar items of the Company and its Restricted Subsidiaries and after deducting, to the extent otherwise included therein, the amounts of (without duplication):

- (1) the excess of cost over the fair market value of assets or business acquired, as determined by the Company in good faith (or if such fair market value exceeds \$50.0 million, in writing by its Board of Directors);
- (2) any revaluation or other write-up in book value of assets subsequent to the last day of the fiscal quarter of the Company immediately preceding the Issue Date as a result of a change in the method of valuation in accordance with GAAP;

(3) unamortized debt discount and expenses and other unamortized deferred charges, goodwill, patents, trademarks, service marks, trade names, copyrights, licenses, organization or developmental expenses and other intangible items;

(4) minority interest in consolidated Subsidiaries held by Persons other than the Company or any Restricted Subsidiary;

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(5) treasury stock;

(6) cash or securities set aside and held in a sinking or other analogous fund established for the purpose of redemption or other retirement of Capital Stock; and

(7) Investments in and assets of Unrestricted Subsidiaries.

Treasury Rate means, as of any date of redemption of Notes pursuant to the third paragraph under the above caption

Optional redemption, the yield to maturity at such date of United States Treasury securities with a constant maturity (as compiled and published in the most recent Federal Reserve Statistical Release H.15 (519) that has become publicly available at least two Business Days prior to such redemption date (or, if such Statistical Release is no longer published, any publicly available source or similar market data)) most nearly equal to the period from such redemption date to November 15, 2015; provided, however, that if the period from such redemption date to November 15, 2015 is not equal to the constant maturity of a United States Treasury security for which a weekly average yield is given, the Treasury Rate shall be obtained by linear interpolation (calculated to the nearest one-twelfth of a year) from the weekly average yields of United States Treasury securities for which such yields are given, except that if the period from the redemption date to November 15, 2015 is less than one year, the weekly average yield on actually traded United States Treasury securities adjusted to a constant maturity of one year will be used.

Unrestricted Subsidiary means:

(1) any Subsidiary of the Company which at the time of determination shall be designated an Unrestricted Subsidiary by the Board of Directors of the Company in the manner provided below; and

(2) each Subsidiary of an Unrestricted Subsidiary.

The Board of Directors of the Company may designate any Subsidiary of the Company (including any newly acquired or newly formed Subsidiary or a Person becoming a Subsidiary through merger or consolidation or Investment therein) to be an Unrestricted Subsidiary only if:

(1) such Subsidiary or any of its Subsidiaries does not own any Capital Stock or Indebtedness of or have any Investment in, or own or hold any Lien on any property of, any other Subsidiary of the Company that is not a Subsidiary of the Subsidiary to be so designated or otherwise an Unrestricted Subsidiary;

(2) all the Indebtedness of such Subsidiary and its Subsidiaries shall, at the date of designation, and will at all times thereafter, consist of Non-Recourse Debt;

(3) such designation and the Investment of the Company in such Subsidiary complies with Certain covenants Limitation on restricted payments;

(4) such Subsidiary, either alone or in the aggregate with all other Unrestricted Subsidiaries, does not operate, directly or indirectly, all or substantially all of the business of the Company and its Subsidiaries;

(5) such Subsidiary is a Person with respect to which neither the Company nor any of its Restricted Subsidiaries has any direct or indirect obligation:

(a) to subscribe for additional Capital Stock of such Person; or

(b) to maintain or preserve such Person's financial condition or to cause such Person to achieve any specified levels of operating results; and

(6) on the date such Subsidiary is designated an Unrestricted Subsidiary, such Subsidiary is not a party to any agreement, contract, arrangement or understanding with the Company or any Restricted Subsidiary with terms substantially less favorable to the Company than those that might have been obtained from Persons who are not Affiliates of the Company.

Any such designation by the Board of Directors of the Company shall be evidenced to the Trustee by filing with the Trustee a resolution of the Board of Directors of the Company giving effect to such designation and an Officers Certificate certifying that such designation complies with the foregoing conditions. If, at any time, any Unrestricted Subsidiary would fail to meet the foregoing requirements as an Unrestricted Subsidiary, it shall

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thereafter cease to be an Unrestricted Subsidiary for purposes of the Indenture and any Indebtedness of such Subsidiary shall be deemed to be Incurred as of such date.

The Board of Directors of the Company may designate any Unrestricted Subsidiary to be a Restricted Subsidiary; provided that immediately after giving effect to such designation, no Default or Event of Default shall exist and the Company could Incur at least \$1.00 of additional Indebtedness pursuant to the first paragraph of the Certain covenants Limitation on indebtedness covenant on a pro forma basis taking into account such designation.

Voting Stock of any Person means all classes of Capital Stock of such Person then outstanding and normally entitled to vote in the election of directors, managers or trustees, as applicable, of such Person.

Wholly-Owned Subsidiary means a Restricted Subsidiary, all of the Capital Stock of which (other than shares required by applicable law to be owned by another Person, including directors qualifying shares) is owned, directly or indirectly, by the Company or one or more other Wholly-Owned Subsidiaries.

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CERTAIN UNITED STATES FEDERAL INCOME TAX CONSIDERATIONS

The exchange of outstanding notes for exchange notes in the exchange offer will not constitute a taxable exchange by the holders for United States federal income tax purposes, and accordingly, the United States federal income tax consequences of holding the exchange notes will be identical to those of holding the outstanding notes. As a result, no gain or loss will be recognized for United States federal income tax purposes by a holder upon receipt of an exchange note in exchange for an outstanding note and any such holder will have the same adjusted basis and holding period in the exchange note as in the outstanding note immediately before the exchange.

This discussion is provided for general information only and does not constitute legal advice to any holder of the outstanding notes. Persons considering the exchange of outstanding notes for exchange notes in the exchange offer should consult their own tax advisors concerning the United States federal income tax consequences in light of their particular situations as well as any consequences arising under the laws of any other taxing jurisdiction.

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CERTAIN ERISA CONSIDERATIONS

The following is a summary of certain considerations associated with the purchase of the exchange notes by employee benefit plans that are subject to Title I of ERISA, plans, individual retirement accounts and other arrangements that are subject to Section 4975 of the Code or provisions under any federal, state, local, non-U.S. or other laws or regulations that are similar to such provisions of ERISA or the Code (collectively, *Similar Laws*), and entities whose underlying assets are considered to include plan assets of any such plan, account or arrangement (each, a *Plan*).

General fiduciary matters

ERISA and the Code impose certain duties on persons who are fiduciaries of a Plan subject to Title I of ERISA or Section 4975 of the Code (an *ERISA Plan*) and prohibit certain transactions involving the assets of an ERISA Plan and its fiduciaries or other interested parties. Under ERISA and the Code, any person who exercises any discretionary authority or control over the administration of such an ERISA Plan or the management or disposition of the assets of such an ERISA Plan, or who renders investment advice for a fee or other compensation to such an ERISA Plan, is generally considered to be a fiduciary of the ERISA Plan.

In considering an investment in the exchange notes of a portion of the assets of any Plan, a fiduciary should determine whether the investment is in accordance with the documents and instruments governing the Plan and the applicable provisions of ERISA, the Code or any Similar Law relating to a fiduciary's duties to the Plan including, without limitation, the prudence, diversification, delegation of control and prohibited transaction provisions of ERISA, the Code and any other applicable Similar Laws.

Prohibited transaction issues

Section 406 of ERISA and Section 4975 of the Code prohibit ERISA Plans from engaging in specified transactions involving plan assets with persons or entities who are parties in interest, within the meaning of ERISA, or disqualified persons, within the meaning of Section 4975 of the Code, unless an exemption is available. A party in interest or disqualified person who engages in a non-exempt prohibited transaction may be subject to excise taxes and other penalties and liabilities under ERISA and the Code. In addition, the fiduciary of the ERISA Plan that engages in such a non-exempt prohibited transaction may be subject to penalties and liabilities under ERISA and the Code. The acquisition and/or holding of notes or exchange notes by an ERISA Plan with respect to which the issuer, the initial purchasers or the guarantors are considered a party in interest or a disqualified person may constitute or result in a direct or indirect prohibited transaction under Section 406 of ERISA and/or Section 4975 of the Code, unless the investment is acquired and is held in accordance with an applicable statutory, class or individual prohibited transaction exemption.

In this regard, the U.S. Department of Labor has issued prohibited transaction class exemptions, or PTCEs, that may provide exemptive relief for direct or indirect prohibited transactions resulting from the sale, purchase or holding of the notes or exchange notes. These class exemptions include, without limitation, PTCE 84-14 respecting transactions determined by independent qualified professional asset managers, as amended effective November 3, 2010, PTCE 90-1 respecting insurance company pooled separate accounts, PTCE 91-38 respecting bank collective investment funds, PTCE 95-60 respecting life insurance company general accounts, and PTCE 96-23 respecting transactions determined by in-house asset managers. In addition, Section 408(b)(17) of ERISA and 4975(d)(20) of the Code provide relief from the prohibited transaction provisions of ERISA and Section 4975 of the Code for certain transactions, *provided* that neither the issuer of the securities nor any of its affiliates (directly or indirectly) have or exercise any discretionary authority or control or render investment advice with respect to the assets of any ERISA

Plan involved in the transaction and provided further that the ERISA Plan pays no more than adequate consideration in connection with the transaction. There can be no assurance that all of the conditions of any such exemptions will be satisfied.

Because of the foregoing, the exchange notes should not be purchased or held by any person investing plan assets of any Plan, unless such purchase and holding will not constitute a non-exempt prohibited transaction under ERISA and the Code or similar violation of any applicable Similar Laws.

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Representation

Accordingly, by acceptance of an exchange note each purchaser and subsequent transferee will be deemed to have represented and warranted that either (i) no portion of the assets used by such purchaser or transferee to acquire or hold the notes or exchange notes constitutes assets of any Plan or (ii) the acquisition and holding of the exchange notes by such purchaser or transferee will not constitute a non-exempt prohibited transaction under Section 406 of ERISA or Section 4975 of the Code or similar violation under any applicable Similar Laws.

The foregoing discussion is general in nature and is not intended to be all-inclusive. Due to the complexity of these rules and the penalties that may be imposed upon persons involved in nonexempt prohibited transactions, it is particularly important that fiduciaries, or other persons considering purchasing the exchange notes (and holding the exchange notes) on behalf of, or with the assets of, any Plan, consult with their counsel regarding the potential applicability of ERISA, Section 4975 of the Code and any Similar Laws to such investment and whether an exemption would be applicable to the purchase and holding of the exchange notes.

Purchasers of the exchange notes have the exclusive responsibility for ensuring that their purchase and holding of the exchange notes complies with the fiduciary responsibility rules of ERISA and does not violate the prohibited transaction rules of ERISA, the Code or applicable Similar Laws.

The sale of any exchange note to a Plan, or to a person using assets of any Plan to effect its purchase of any exchange note, is in no respect a representation by the issuer, the managers or the collateral manager that such an investment meets all relevant legal requirements with respect to investments by Plans generally or any particular Plan, or that such an investment is appropriate for Plans generally or any particular Plan.

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PLAN OF DISTRIBUTION

Each broker-dealer that receives exchange notes for its own account pursuant to the exchange offer must acknowledge that it will deliver a prospectus in connection with any resale of such exchange notes. This prospectus, as it may be amended or supplemented from time to time, may be used by a broker-dealer in connection with resales of exchange notes received in exchange for outstanding notes where such outstanding notes were acquired as a result of market-making activities or other trading activities. We have agreed that, for a period of 180 days after the effective date of the registration statement of which this prospectus is a part, we will make this prospectus, as amended or supplemented, available to any broker-dealer for use in connection with any such resale.

We will not receive any proceeds from any sale of exchange notes by broker-dealers. Exchange notes received by broker-dealers for their own account pursuant to the exchange offer may be sold from time to time in one or more transactions in the over-the-counter market, in negotiated transactions, through the writing of options on the exchange notes or a combination of such methods of resale, at market prices prevailing at the time of resale, at prices related to such prevailing market prices or negotiated prices. Any such resale may be made directly to purchasers or to or through brokers or dealers who may receive compensation in the form of commissions or concessions from any such broker-dealer or the purchasers of any such exchange notes. Any broker-dealer that resells exchange notes that were received by it for its own account pursuant to the exchange offer and any broker or dealer that participates in a distribution of such exchange notes may be deemed to be an underwriter within the meaning of the Securities Act and any profit on any such resale of exchange notes and any commission or concessions received by any such persons may be deemed to be underwriting compensation under the Securities Act. The letter of transmittal states that, by acknowledging that it will deliver and by delivering a prospectus, a broker-dealer will not be deemed to admit that it is an underwriter within the meaning of the Securities Act.

For a period of 180 days after the effective date of the registration statement of which this prospectus is a part, we will promptly send additional copies of this prospectus and any amendment or supplement to this prospectus to any broker-dealer that requests such documents in the letter of transmittal. We have agreed to pay all expenses incurred by us or at our discretion in connection with the performance of our obligations relating to the exchange offers (but not including any commissions or concessions of any brokers or dealers) and will indemnify the holders of the notes (including any broker-dealers) against certain liabilities, including liabilities under the Securities Act.

Based on the interpretations by the staff of the SEC as set forth in no-action letters issued to third parties (including Exxon Capital Holdings Corporation (available May 13, 1998), Morgan Stanley & Co. Incorporated (available June 5, 1991), K-11 Communications Corporation (available May 14, 1993) and Shearman & Sterling (available July 2, 1993)), we believe that the exchange notes issued pursuant to the exchange offer may be offered for resale, resold and otherwise transferred by any holder of such exchange note, other than any such holder that is a broker-dealer or an affiliate of us within the meaning of Rule 405 under the Securities Act, without compliance with the registration and prospectus delivery provisions of the Securities Act, provided that:

such exchange notes are acquired in the ordinary course of business;

at the time of the commencement of the exchange offer, such holder has no arrangement or understanding with any person to participate in a distribution of such exchange notes; and

such holder is not engaged in and does not intend to engage in a distribution of such exchange notes.

We have not sought and do not intend to seek a no-action letter from the SEC, with respect to the effects of the exchange offer, and there can be no assurance that the staff of the SEC would make a similar determination with respect to the exchange notes as it has in such no-action letters.

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LEGAL MATTERS

Certain legal matters relating to the exchange notes and the guarantees offered by this prospectus will be passed upon for us by Fulbright & Jaworski L.L.P., Dallas, Texas.

EXPERTS

The consolidated financial statements of Rent-A-Center, Inc. as of December 31, 2010 and 2009 and for each of the three years in the period ended December 31, 2010 and management's assessment of the effectiveness of internal control over financial reporting as of December 31, 2010 have been incorporated by reference herein and in the registration statement in reliance upon the reports of Grant Thornton LLP, independent registered public accounting firm, incorporated by reference herein, and upon the authority of said firm as experts in accounting and auditing.

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PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

Capitalized terms used but not defined in Part II have the meanings ascribed to them in the prospectus contained in this Registration Statement.

ITEM 20. *Indemnification of Directors and Officers*

Delaware General Corporation Law

Subsection (a) of Section 145 of the Delaware General Corporation Law (the "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.

Certificate of Incorporation, as Amended

Our certificate of incorporation, as amended, provides that our directors shall not be personally liable to us or to 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,

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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, 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.

Amended and Restated Bylaws

Our bylaws provide that we shall indemnify and hold harmless our directors and officers threatened to be or made a party or a witness to any threatened, pending or completed action, suit or proceeding by reason of the fact that such person is or was a director or officer of Rent-A-Center or its subsidiaries, 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.

ITEM 21. *Exhibits and Financial Statement Schedules.*

Exhibit

No.

Description

- | | |
|-----|---|
| 3.1 | Certificate of Incorporation of Rent-A-Center, Inc., as amended (Incorporated herein by reference to Exhibit 3.1 to the Company's Current Report on Form 8-K dated as of December 31, 2002.) |
| 3.2 | Certificate of Amendment to the Certificate of Incorporation of Rent-A-Center, Inc., dated May 19, 2004 (Incorporated herein by reference to Exhibit 3.2 to the Company's Quarterly Report on Form 10-Q for the quarter ended June 30, 2004.) |
| 3.3 | Amended and Restated Bylaws of Rent-A-Center, Inc. (Incorporated herein by reference to Exhibit 3.1 to the Company's Current Report on Form 8-K dated as of September 23, 2010.) |
| 3.4 | Articles of Incorporation of ColorTyme, Inc. (Incorporated herein by reference to Exhibit 3.6 to the registrant's Registration Statement on Form S-4 filed on June 14, 1999.) |

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- 3.5 Bylaws of ColorTyme, Inc. (Incorporated herein by reference to Exhibit 3.10 to the registrant's Registration Statement on Form S-4 filed on June 19, 1999.)
- 3.6 Amendment to Bylaws of ColorTyme, Inc. (Incorporated herein by reference to Exhibit 3.11 to the registrant's Registration Statement on Form S-4 filed on January 22, 2002.)
- 3.7 Articles of Merger of ColorTyme, Inc. into CT Acquisition (Incorporated herein by reference to Exhibit 3.7 to the registrant's Registration Statement on Form S-4 filed on June 19, 1999.)
- 3.8 Certification of Formation of ColorTyme Finance, Inc. (Incorporated herein by reference to the Company's Registration Statement on Form S-4 filed on January 25, 2011.)

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Exhibit No.	Description
3.9	Bylaws of ColorTyme Finance, Inc. (Incorporated herein by reference to the Company's Registration Statement on Form S-4 filed on January 25, 2011.)
3.10	Amended and Restated Articles of Incorporation of Rainbow Rentals, Inc. (Incorporated by reference to an exhibit included in the registrant's Registration Statement on Form S-1 filed on May 14, 2008.)
3.11	Amended and Restated Code of Regulations of Rainbow Rentals, Inc. (Incorporated by reference to an exhibit included in the registrant's Registration Statement on Form S-1 filed on May 14, 2008.)
3.12	Certificate of Formation of RAC National Product Service, LLC (Incorporated herein by reference to the Company's Registration Statement on Form S-4 filed on January 25, 2011.)
3.13	Operating Agreement of RAC National Product Service, LLC (Incorporated herein by reference to the Company's Registration Statement on Form S-4 filed on January 25, 2011.)
3.14	Restated Certificate of Incorporation of Remco America, Inc., as amended (Incorporated herein by reference to the Company's Registration Statement on Form S-4 filed on January 25, 2011.)
3.15	Amended and Restated Bylaws of Remco America, Inc. (Incorporated herein by reference to the Company's Registration Statement on Form S-4 filed on January 25, 2011.)
3.16	Certificate of Formation of Rent-A-Center Addison, L.L.C. (Incorporated herein by reference to the Company's Registration Statement on Form S-4 filed on January 25, 2011.)
3.17	Operating Agreement of Rent-A-Center Addison, L.L.C. (Incorporated herein by reference to the Company's Registration Statement on Form S-4 filed on January 25, 2011.)
3.18	Second Restated Certificate of Incorporation of Rent-A-Center East, Inc. (Incorporated herein by reference to Exhibit 3.3 to the registrant's Registration Statement on Form S-4 filed on filed July 11, 2003.)
3.19	Third Amended and Restated Bylaws of Rent-A-Center East, Inc. (Incorporated herein by reference to Exhibit 3.5 to the registrant's Registration Statement on Form S-4 filed on filed July 11, 2003.)
3.20	Certificate of Incorporation of Rent-A-Center International, Inc. (Incorporated herein by reference to the Company's Registration Statement on Form S-4 filed on January 25, 2011.)
3.21	Bylaws of Rent-A-Center International, Inc. (Incorporated herein by reference to the Company's Registration Statement on Form S-4 filed on January 25, 2011.)
3.22	Certificate of Limited Partnership of Rent-A-Center Texas, L.P., as amended (Incorporated herein by reference to Exhibit 3.15 to the registrant's Registration Statement on Form S-4 filed on filed July 11, 2003.)
3.23	Agreement of Limited Partnership of Rent-A-Center Texas, L.P. (Incorporated herein by reference to Exhibit 3.16 to the registrant's Registration Statement on Form S-4 filed on filed July 11, 2003.)
3.24	Articles of Organization of Rent-A-Center Texas, L.L.C. (Incorporated herein by reference to Exhibit 3.17 to the registrant's Registration Statement on Form S-4 filed on filed July 11, 2003.)
3.25	Operating Agreement of Rent-A-Center Texas, L.L.C. (Incorporated herein by reference to Exhibit 3.18 to the registrant's Registration Statement on Form S-4 filed on filed July 11, 2003.)
3.26	Restated Certificate of Incorporation of Rent-A-Center West, Inc. (formerly known as Advantage Companies, Inc.) (Incorporated herein by reference to Exhibit 3.5 to the registrant's Registration Statement on Form S-4 filed on June 19, 1999.)
3.27	Bylaws of Rent-A-Center West, Inc. (formerly known as Advantage Companies, Inc.) (Incorporated herein by reference to Exhibit 3.8 to the registrant's Registration Statement on Form S-4 filed on June 19, 1999.)
3.28	Amendment to Bylaws of Rent-A-Center West, Inc. (formerly known as Advantage Companies, Inc.) (Incorporated herein by reference to Exhibit 3.9 to the registrant's Registration Statement on Form S-4 filed on June 19, 1999.)

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- 3.29 Certificate of Formation of Get It Now, LLC (Incorporated herein by reference to Exhibit 3.13 to the registrant's Registration Statement on Form S-4 filed on filed July 11, 2003.)
- 3.30 Operating Agreement of Get It Now, LLC (Incorporated herein by reference to Exhibit 3.14 to the registrant's Registration Statement on Form S-4 filed on filed July 11, 2003.)

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Exhibit No.	Description
3.31	Third Amended and Restated Articles of Incorporation of The Rental Store, Inc. (Incorporated by reference to the Company's Registration Statement on Form S-4 filed on January 25, 2011.)
3.32	Amended and Restated Bylaws of The Rental Store, Inc. (Incorporated by reference to the Company's Registration Statement on Form S-4 filed on January 25, 2011.)
4.1	Form of Certificate evidencing Common Stock (Incorporated herein by reference to Exhibit 4.1 to the Company's Registration Statement on Form S-4/A filed on January 13, 1999.)
4.2*	Indenture, dated as of November 2, 2010, among Rent-A-Center, Inc., the subsidiary guarantors party thereto, and The Bank of New York Mellon Trust Company, N.A., as trustee, relating to the Company's 6.625% Senior Notes due 2020
4.3	Registration Rights Agreement relating to the 6.625% Senior Notes due 2020, dated as of November 2, 2010, among the Company, the subsidiary guarantors party thereto and J.P. Morgan Securities LLC, as representative for the initial purchasers named therein (Incorporated herein by reference to the Company's Current Report on Form 8-K dated November 2, 2010.)
4.4	Supplemental Indenture, dated as of December 21, 2010, among Rent-A-Center, Inc., Diamondback Merger Sub, Inc., an indirect subsidiary of Rent-A-Center, Inc., and The Bank of New York Mellon Trust Company, N.A., as trustee, relating to the Company's 6.625% Senior Notes due 2020 (Incorporated herein by reference to Exhibit 4.4 to the Company's Annual Report on Form 10-K for the year ended December 31, 2010.)
4.5	Supplemental Indenture, dated as of December 21, 2010, among Rent-A-Center, Inc., The Rental Store, Inc., an indirect subsidiary of Rent-A-Center, Inc., and The Bank of New York Mellon Trust Company, N.A., as trustee, relating to the Company's 6.625% Senior Notes due 2020 (Incorporated herein by reference to Exhibit 4.5 to the Company's Annual Report on Form 10-K for the year ended December 31, 2010.)
5.1*	Opinion of Fulbright & Jaworski L.L.P.
5.2*	Opinion of DLA Piper LLP (US)
5.3*	Opinion of Lionel, Sawyer & Collins
5.4*	Opinion of Frantz Ward LLP
10.1+	Amended and Restated Rent-A-Center, Inc. Long-Term Incentive Plan (Incorporated herein by reference to Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q for the quarter ended September 30, 2003).
10.2	Amended and Restated Guarantee and Collateral Agreement, dated as of May 28, 2003, as amended and restated as of July 14, 2004, made by Rent-A-Center, Inc. and certain of its Subsidiaries in favor of JPMorgan Chase Bank, as Administrative Agent (Incorporated herein by reference to Exhibit 10.2 to the Company's Current Report on Form 8-K dated July 15, 2004).
10.3	Franchisee Financing Agreement, dated April 30, 2002, but effective as of June 28, 2002, by and between Texas Capital Bank, National Association, ColorTyme, Inc. and Rent-A-Center, Inc. (Incorporated herein by reference to Exhibit 10.14 to the registrant's Quarterly Report on Form 10-Q for the quarter ended June 30, 2002.)
10.4	Supplemental Letter Agreement to Franchisee Financing Agreement, dated May 26, 2003, by and between Texas Capital Bank, National Association, ColorTyme, Inc. and Rent-A-Center, Inc. (Incorporated herein by reference to Exhibit 10.23 to the registrant's Registration Statement on Form S-4 filed July 11, 2003.)
10.5	First Amendment to Franchisee Financing Agreement, dated August 30, 2005, by and among Texas Capital Bank, National Association, ColorTyme, Inc. and Rent-A-Center East, Inc. (Incorporated herein by reference to Exhibit 10.7 to the registrant's Quarterly Report on Form 10-Q for the quarter

ended September 30, 2005.)

- 10.6 Franchise Financing Agreement, dated as of August 2, 2010, between ColorTyme Finance, Inc. and Citibank, N.A. (Incorporated herein by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K dated August 2, 2010.)

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Exhibit No.	Description
10.7	Unconditional Guaranty of Rent-A-Center, Inc., dated as of August 2, 2010, executed by Rent-A-Center, Inc. in favor of Citibank, N.A. (Incorporated herein by reference to the Company's Current Report on Form 8-K dated August 2, 2010.)
10.8	Unconditional Guaranty of ColorTyme Finance, Inc., dated as of August 2, 2010, executed by ColorTyme Finance, Inc. in favor of Citibank, N.A. (Incorporated herein by reference to the Company's Current Report on Form 8-K dated August 2, 2010.)
10.9+	Form of Stock Option Agreement issuable to Directors pursuant to the Amended and Restated Rent-A-Center, Inc. Long-Term Incentive Plan (Incorporated herein by reference to Exhibit 10.20 to the Company's Annual Report on Form 10-K for the year ended December 31, 2004.)
10.10+	Form of Stock Option Agreement issuable to management pursuant to the Amended and Restated Rent-A-Center, Inc. Long-Term Incentive Plan (Incorporated herein by reference to Exhibit 10.21 to the Company's Annual Report on Form 10-K for the year ended December 31, 2004.)
10.11+	Summary of Director Compensation (Incorporated herein by reference to Exhibit 10.13 to the Company's Annual Report on Form 10-K for the year ended December 31, 2008.)
10.12+	Form of Stock Compensation Agreement issuable to management pursuant to the Amended and Restated Rent-A-Center, Inc. Long-Term Incentive Plan (Incorporated herein by reference to Exhibit 10.15 to the Company's Quarterly Report on Form 10-Q for the quarter ended March 31, 2006.)
10.13+	Form of Long-Term Incentive Cash Award issuable to management pursuant to the Amended and Restated Rent-A-Center, Inc. Long-Term Incentive Plan (Incorporated herein by reference to Exhibit 10.16 to the Company's Quarterly Report on Form 10-Q for the quarter ended March 31, 2006.)
10.14+	Form of Loyalty and Confidentiality Agreement entered into with management (Incorporated herein by reference to Exhibit 10.17 to the Company's Quarterly Report on Form 10-Q for the quarter ended March 31, 2006.)
10.15+	Rent-A-Center, Inc. 2006 Long-Term Incentive Plan (Incorporated herein by reference to Exhibit 10.17 to the Company's Quarterly Report on Form 10-Q for the quarter ended June 30, 2006.)
10.16+	Form of Stock Option Agreement issuable to management pursuant to the Rent-A-Center, Inc. 2006 Long-Term Incentive Plan (Incorporated herein by reference to Exhibit 10.18 to the Company's Quarterly Report on Form 10-Q for the quarter ended June 30, 2006.)
10.17+	Form of Stock Compensation Agreement issuable to management pursuant to the Rent-A-Center, Inc. 2006 Equity Incentive Plan (Incorporated herein by reference to Exhibit 10.19 to the Company's Annual Report on Form 10-K for the year ended December 31, 2006.)
10.18+	Form of Long-Term Incentive Cash Award issuable to management pursuant to the Rent-A-Center, Inc. 2006 Long-Term Incentive Plan (Incorporated herein by reference to Exhibit 10.20 to the Company's Annual Report on Form 10-K for the year ended December 31, 2006.)
10.19+	Rent-A-Center, Inc. 2006 Equity Incentive Plan and Amendment (Incorporated herein by reference to Exhibit 4.5 to the Company's Registration Statement on Form S-8 filed with the SEC on January 4, 2007.)
10.20+	Form of Stock Option Agreement issuable to management pursuant to the Rent-A-Center, Inc. 2006 Equity Incentive Plan (Incorporated herein by reference to Exhibit 10.22 to the Company's Annual Report on Form 10-K for the year ended December 31, 2006.)
10.21+	Form of Stock Compensation Agreement issuable to management pursuant to the Rent-A-Center, Inc. 2006 Long-Term Incentive Plan (Incorporated herein by reference to Exhibit 10.23 to the Company's Annual Report on Form 10-K for the year ended December 31, 2006.)
10.22+	Form of Stock Option Agreement issuable to Directors pursuant to the Rent-A-Center, Inc. 2006 Long-Term Incentive Plan (Incorporated herein by reference to Exhibit 10.24 to the Company's

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10.23+ Annual Report on Form 10-K for the year ended December 31, 2006.)
Form of Deferred Stock Unit Award Agreement issuable to Directors pursuant to the Rent-A-Center,
Inc. 2006 Long-Term Incentive Plan (Incorporated herein by reference to Exhibit 10.25 to the
Company's Annual Report on Form 10-K for the year ended December 31, 2008.)

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Exhibit No.	Description
10.24+	Form of Executive Transition Agreement entered into with management (Incorporated herein by reference to Exhibit 10.21 to the Company's Quarterly Report on Form 10-Q for the quarter ended September 30, 2006.)
10.25+	Employment Agreement, dated October 2, 2006, between Rent-A-Center, Inc. and Mark E. Speese (Incorporated herein by reference to Exhibit 10.22 to the Company's Quarterly Report on Form 10-Q for the quarter ended September 30, 2006.)
10.26+	Non-Qualified Stock Option Agreement, dated October 2, 2006, between Rent-A-Center, Inc. and Mark E. Speese (Incorporated herein by reference to Exhibit 10.23 to the Company's Quarterly Report on Form 10-Q for the quarter ended September 30, 2006.)
10.27+	Rent-A-Center, Inc. Non-Qualified Deferred Compensation Plan (Incorporated herein by reference to Exhibit 10.28 to the Company's Quarterly Report on Form 10-Q for the quarter ended June 30, 2007.)
10.28+	Rent-A-Center, Inc. 401-K Plan (Incorporated herein by reference to Exhibit 10.30 to the Company's Annual Report on Form 10-K for the year ended December 31, 2008.)
10.29	Third Amended and Restated Credit Agreement, dated as of November 15, 2006, among Rent-A-Center, Inc., the several banks and other financial institutions or entities from time to time parties thereto, Union Bank of California, N.A., as documentation agent, Lehman Commercial Paper Inc., as syndication agent, and JPMorgan Chase Bank, N.A., as administrative agent, as amended by that certain First Amendment to Third Amended and Restated Credit Agreement, dated as of December 2, 2009 (Incorporated herein by reference to Exhibit 10.31 to the Company's Quarterly Report on Form 10-Q for the quarter ended June 30, 2010.)
10.30	Rent-A-Center East, Inc. Retirement Savings Plan for Puerto Rico Employees (Incorporated herein by reference to Exhibit 99.1 to the registrant's Registration Statement on Form S-8 filed January 28, 2011.)
12.1*	Statement of Computation of Ratio of Earnings to Fixed Charges.
21.1	Subsidiaries of Rent-A-Center, Inc. (Incorporated herein by reference to Exhibit 21.1 to the Company's Annual Report on Form 10-K for the year ended December 31, 2009).
23.1*	Consent of Grant Thornton.
23.3*	Consent of Fulbright & Jaworski L.L.P. (included in Exhibit 5.1).
24.1	Powers of Attorney of certain officers and directors of Rent-A-Center, Inc. and other Registrants (Incorporated herein by reference to the Company's Registration Statement on Form S-4 filed on January 25, 2011.)
25.1*	Form T-1, Statement of Eligibility under the Trust Indenture Act of 1939 of The Bank of New York Mellon Trust Company, N.A., as Trustee.
99.1*	Form of Letter of Transmittal and Consent.

* Filed herewith.

+ Management contract or compensatory plan or arrangement.

ITEM 22. *Undertakings.*

Each of the registrants hereby undertakes:

To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

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

(ii) to reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the

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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; and

(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.

That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

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.

That, for the purpose of determining liability under the Securities Act to any purchaser, if such registrant is subject to Rule 430C, each prospectus filed pursuant to Rule 424(b) as part of a registration statement relating to an offering, other than registration statements relying on Rule 430B or other than prospectuses filed in reliance on Rule 430A, shall be deemed to be part of and included in the registration statement as of the date it is first used after effectiveness. Provided, however, that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such first use, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such date of first use.

That, for the purpose of determining liability of such registrant under the Securities Act to any purchaser in the initial distribution of the securities, in a primary offering of securities of such registrant pursuant to this registration statement, regardless of the underwriting method used to sell the securities to the purchaser, if the securities are offered or sold to such purchaser by means of any of the following communications, the undersigned registrant will be a seller to the purchaser and will be considered to offer or sell such securities to such purchaser:

- a) any preliminary prospectus or prospectus of the undersigned registrants relating to the offering required to be filed pursuant to Rule 424;
- b) any free writing prospectus relating to the offering prepared by or on behalf of such registrant or used or referred to by the undersigned registrants;
- c) the portion of any other free writing prospectus relating to the offering containing material information about the undersigned registrants or their securities provided by or on behalf of such registrant; and
- d) any other communication that is an offer in the offering made by such registrant to the purchaser.

That, for purposes of determining any liability under the Securities Act, each filing of a registrant's annual report pursuant to section 13(a) or section 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.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted for directors, officers and controlling persons of the registrants, the registrants have been advised 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 for indemnification against such liabilities (other than the payment by a 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, such 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.

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To deliver or cause to be delivered with the prospectus, to each person to whom the prospectus is sent or given, the latest annual report to security holders that is incorporated by reference in the prospectus and furnished pursuant to and meeting the requirements of Rule 14a-3 or Rule 14c-3 under the Securities Exchange Act of 1934; and, where interim financial information required to be presented by Article 3 of Regulation S-X are not set forth in the prospectus, to deliver, or cause to be delivered to each person to whom the prospectus is sent or given, the latest quarterly report that is specifically incorporated by reference in the prospectus to provide such interim financial information.

To respond to requests for information that is incorporated by reference into the prospectus pursuant to Items 4, 10(b), 11, or 13 of this Form, within one business day of receipt of such request, and to send the incorporated documents by first class mail or other equally prompt means. This includes information contained in documents filed subsequent to the effective date of the registration statement through the date of responding to the request.

To supply by means of a post-effective amendment all information concerning a transaction, and the company being acquired involved therein, that was not the subject of and included in the registration statement when it became effective.

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SIGNATURES

Pursuant to the requirements of the Securities Act, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Plano, State of Texas, on the 7th day of March, 2011.

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, this registration statement has been signed by the following persons in the capacities indicated on the 7th day of March, 2011.

Signature	Title
/s/ Mark E. Speese*	Chairman of the Board of Directors, Chief Executive Officer (Principal Executive Officer)
Mark E. Speese	
/s/ Mitchell E. Fadel*	President, Chief Operating Officer and Director
Mitchell E. Fadel	
/s/ Robert D. Davis*	Executive Vice President Finance, Chief Financial Officer, Treasurer and Director (Principal Financial Officer)
Robert D. Davis	
/s/ Michael J. Gade*	Director
Michael J. Gade	
	Director
Kerney Laday	
	Director
Jeffery M. Jackson	
/s/ J.V. Lentell*	Director
J.V. Lentell	
	Director

Leonard H. Roberts

/s/ Paula Stern, Ph.D.*

Director

Paula Stern, Ph.D.

*Signed by attorney-in-fact, Robert D. Davis

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SIGNATURES

Pursuant to the requirements of the Securities Act, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Plano, State of Texas, on the 7th day of March, 2011.

COLORTYME, INC.

By: /s/ Mark E. Speese
Mark E. Speese,
Vice-President

Pursuant to the requirements of the Securities Act, this registration statement has been signed by the following persons in the capacities indicated on the 7th day of March, 2011.

Signature	Title
/s/ Robert F. Bloom Robert F. Bloom	President and Chief Executive Officer (Principal Executive Officer)
/s/ Mark E. Speese* Mark E. Speese	Vice-President and Director
/s/ Mitchell E. Fadel* Mitchell E. Fadel	Director
/s/ Robert D. Davis Robert D. Davis	Treasurer (Principal Financial and Accounting Officer)

*Signed by attorney-in-fact, Robert D. Davis

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SIGNATURES

Pursuant to the requirements of the Securities Act, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Plano, State of Texas, on the 7th day of March, 2011.

COLORTYME FINANCE, INC.

By: /s/ Mark E. Speese
Mark E. Speese,
Vice-President

Pursuant to the requirements of the Securities Act, this registration statement has been signed by the following persons in the capacities indicated on the 7th day of March, 2011.

Signature	Title
/s/ Robert F. Bloom Robert F. Bloom	President and Chief Executive Officer (Principal Executive Officer)
/s/ Mark E. Speese* Mark E. Speese	Vice-President and Director
/s/ Mitchell E. Fadel* Mitchell E. Fadel	Director
/s/ Robert D. Davis Robert D. Davis	Treasurer (Principal Financial and Accounting Officer)

*Signed by attorney-in-fact, Robert D. Davis

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SIGNATURES

Pursuant to the requirements of the Securities Act, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Plano, State of Texas, on the 7th day of March, 2011.

RAINBOW RENTALS, INC.

By: /s/ Mark E. Speese
Mark E. Speese,
President

Pursuant to the requirements of the Securities Act, this registration statement has been signed by the following persons in the capacities indicated on the 7th day of March, 2011.

Signature	Title
/s/ Mark E. Speese* Mark E. Speese	President (Principal Executive Officer) and Director
/s/ Mitchell E. Fadel* Mitchell E. Fadel	Director
/s/ Robert D. Davis Robert D. Davis	Treasurer (Principal Financial and Accounting Officer)

*Signed by attorney-in-fact, Robert D. Davis

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SIGNATURES

Pursuant to the requirements of the Securities Act, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Plano, State of Texas, on the 7th day of March, 2011.

RAC NATIONAL PRODUCT SERVICE, LLC

By: /s/ Mark E. Speese
Mark E. Speese,
President

Pursuant to the requirements of the Securities Act, this registration statement has been signed by the following persons in the capacities indicated on the 7th day of March, 2011.

Signature	Title
/s/ Mark E. Speese* Mark E. Speese	President (Principal Executive Officer) and Manager
/s/ Mitchell E. Fadel* Mitchell E. Fadel	Manager
/s/ Robert D. Davis Robert D. Davis	Treasurer (Principal Financial and Accounting Officer)

*Signed by attorney-in-fact, Robert D. Davis

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SIGNATURES

Pursuant to the requirements of the Securities Act, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Plano, State of Texas, on the 7th day of March, 2011.

REMCO AMERICA, INC.

By: /s/ Mark E. Speese
Mark E. Speese,
President

Pursuant to the requirements of the Securities Act, this registration statement has been signed by the following persons in the capacities indicated on the 7th day of March, 2011.

Signature	Title
/s/ Mark E. Speese* Mark E. Speese	President (Principal Executive Officer) and Director
/s/ Mitchell E. Fadel* Mitchell E. Fadel	Director
/s/ Robert D. Davis Robert D. Davis	Treasurer (Principal Financial and Accounting Officer)

*Signed by attorney-in-fact, Robert D. Davis

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SIGNATURES

Pursuant to the requirements of the Securities Act, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Plano, State of Texas, on the 7th day of March, 2011.

RENT-A-CENTER ADDISON, L.L.C.

By: /s/ Mark E. Speese
Mark E. Speese,
President

Pursuant to the requirements of the Securities Act, this registration statement has been signed by the following persons in the capacities indicated on the 7th day of March, 2011.

Signature	Title
/s/ Mark E. Speese* Mark E. Speese	President (Principal Executive Officer) and Manager
/s/ Mitchell E. Fadel* Mitchell E. Fadel	Manager
/s/ Robert D. Davis Robert D. Davis	Treasurer (Principal Financial and Accounting Officer)

*Signed by attorney-in-fact, Robert D. Davis

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SIGNATURES

Pursuant to the requirements of the Securities Act, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Plano, State of Texas, on the 7th day of March, 2011.

RENT-A-CENTER EAST, INC.

By: /s/ Mark E. Speese
Mark E. Speese,
President

Pursuant to the requirements of the Securities Act, this registration statement has been signed by the following persons in the capacities indicated on the 7th day of March, 2011.

Signature	Title
/s/ Mark E. Speese* Mark E. Speese	President (Principal Executive Officer) and Director
/s/ Mitchell E. Fadel* Mitchell E. Fadel	Director
/s/ Robert D. Davis Robert D. Davis	Treasurer (Principal Financial and Accounting Officer)

*Signed by attorney-in-fact, Robert D. Davis

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SIGNATURES

Pursuant to the requirements of the Securities Act, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Plano, State of Texas, on the 7th day of March, 2011.

RENT-A-CENTER INTERNATIONAL INC.

By: /s/ Mark E. Speese
Mark E. Speese,
President

Pursuant to the requirements of the Securities Act, this registration statement has been signed by the following persons in the capacities indicated on the 7th day of March, 2011.

Signature	Title
/s/ Mark E. Speese* Mark E. Speese	President (Principal Executive Officer) and Director
/s/ Mitchell E. Fadel* Mitchell E. Fadel	Director
/s/ Robert D. Davis Robert D. Davis	Treasurer (Principal Financial and Accounting Officer)

*Signed by attorney-in-fact, Robert D. Davis

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SIGNATURES

Pursuant to the requirements of the Securities Act, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Plano, State of Texas, on the 7th day of March, 2011.

RENT-A-CENTER TEXAS, L.P.

By: Rent-A-Center, Inc., its general partner

By: /s/ Mark E. Speese

**Mark E. Speese,
Chairman of the Board and Chief Executive Officer**

Pursuant to the requirements of the Securities Act, this registration statement has been signed by the following persons in the capacities indicated on the 7th day of March, 2011.

Signature	Title
/s/ Mark E. Speese*	Chairman of the Board of Directors, Chief Executive Officer of the General Partner (Principal Executive Officer)
Mark E. Speese	
/s/ Robert D. Davis	Treasurer (Principal Financial and Accounting Officer)
Robert D. Davis	

*Signed by attorney-in-fact, Robert D. Davis

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SIGNATURES

Pursuant to the requirements of the Securities Act, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Plano, State of Texas, on the 7th day of March, 2011.

RENT-A-CENTER TEXAS, L.L.C.

By: /s/ Mark E. Speese
Mark E. Speese,
President

Pursuant to the requirements of the Securities Act, this registration statement has been signed by the following persons in the capacities indicated on the 7th day of March, 2011.

Signature	Title
/s/ Mark E. Speese* Mark E. Speese	President (Principal Executive Officer) and Manager
/s/ Mitchell E. Fadel* Mitchell E. Fadel	Manager
/s/ Robert D. Davis Robert D. Davis	Treasurer (Principal Financial and Accounting Officer)

*Signed by attorney-in-fact, Robert D. Davis

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SIGNATURES

Pursuant to the requirements of the Securities Act, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Plano, State of Texas, on the 7th day of March, 2011.

RENT-A-CENTER WEST, INC.

By: /s/ Mark E. Speese
Mark E. Speese,
President

Pursuant to the requirements of the Securities Act, this registration statement has been signed by the following persons in the capacities indicated on the 7th day of March, 2011.

Signature	Title
/s/ Mark E. Speese* Mark E. Speese	President (Principal Executive Officer) and Director
/s/ Mitchell E. Fadel* Mitchell E. Fadel	Director
/s/ Robert D. Davis Robert D. Davis	Treasurer (Principal Financial and Accounting Officer)

*Signed by attorney-in-fact, Robert D. Davis

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SIGNATURES

Pursuant to the requirements of the Securities Act, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Plano, State of Texas, on the 7th day of March, 2011.

GET IT NOW, LLC

By: /s/ Mark E. Speese
Mark E. Speese,
President

Pursuant to the requirements of the Securities Act, this registration statement has been signed by the following persons in the capacities indicated on the 7th day of March, 2011.

Signature	Title
/s/ Mark E. Speese* Mark E. Speese	President (Principal Executive Officer) and Manager
/s/ Mitchell E. Fadel* Mitchell E. Fadel	Manager
/s/ Robert D. Davis Robert D. Davis	Treasurer (Principal Financial and Accounting Officer)

*Signed by attorney-in-fact, Robert D. Davis

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SIGNATURES

Pursuant to the requirements of the Securities Act, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Plano, State of Texas, on the 7th day of March, 2011.

RAC EAST OHIO, LLC

By: /s/ Mark E. Speese
Mark E. Speese,
President

Pursuant to the requirements of the Securities Act, this registration statement has been signed by the following persons in the capacities indicated on the 7th day of March, 2011.

Signature	Title
/s/ Mark E. Speese* Mark E. Speese	President (Principal Executive Officer) and Manager
/s/ Mitchell E. Fadel* Mitchell E. Fadel	Manager
/s/ Robert D. Davis Robert D. Davis	Treasurer (Principal Financial and Accounting Officer)

*Signed by attorney-in-fact, Robert D. Davis

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SIGNATURES

Pursuant to the requirements of the Securities Act, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Plano, State of Texas, on the 7th day of March, 2011.

THE RENTAL STORE, INC.

By: /s/ Mark E. Speese
Mark E. Speese,
President

Pursuant to the requirements of the Securities Act, this registration statement has been signed by the following persons in the capacities indicated on the 7th day of March, 2011.

Signature	Title
/s/ Mark E. Speese* Mark E. Speese	President (Principal Executive Officer) and Director
/s/ Mitchell E. Fadel* Mitchell E. Fadel	Director
/s/ Robert D. Davis Robert D. Davis	Treasurer (Principal Financial and Accounting Officer)

*Signed by attorney-in-fact, Robert D. Davis

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EXHIBIT INDEX

Exhibit No.	Description
3.1	Certificate of Incorporation of Rent-A-Center, Inc., as amended (Incorporated herein by reference to Exhibit 3.1 to the Company's Current Report on Form 8-K dated as of December 31, 2002.)
3.2	Certificate of Amendment to the Certificate of Incorporation of Rent-A-Center, Inc., dated May 19, 2004 (Incorporated herein by reference to Exhibit 3.2 to the Company's Quarterly Report on Form 10-Q for the quarter ended June 30, 2004.)
3.3	Amended and Restated Bylaws of Rent-A-Center, Inc. (Incorporated herein by reference to Exhibit 3.1 to the Company's Current Report on Form 8-K dated as of September 23, 2010.)
3.4	Articles of Incorporation of ColorTyme, Inc. (Incorporated herein by reference to Exhibit 3.6 to the registrant's Registration Statement on Form S-4 filed on June 14, 1999.)
3.5	Bylaws of ColorTyme, Inc. (Incorporated herein by reference to Exhibit 3.10 to the registrant's Registration Statement on Form S-4 filed on June 19, 1999.)
3.6	Amendment to Bylaws of ColorTyme, Inc. (Incorporated herein by reference to Exhibit 3.11 to the registrant's Registration Statement on Form S-4 filed on January 22, 2002.)
3.7	Articles of Merger of ColorTyme, Inc. into CT Acquisition (Incorporated herein by reference to Exhibit 3.7 to the registrant's Registration Statement on Form S-4 filed on June 19, 1999.)
3.8	Certification of Formation of ColorTyme Finance, Inc. (Incorporated herein by reference to the Company's Registration Statement on Form S-4 filed on January 25, 2011.)
3.9	Bylaws of ColorTyme Finance, Inc. (Incorporated herein by reference to the Company's Registration Statement on Form S-4 filed on January 25, 2011.)
3.10	Amended and Restated Articles of Incorporation of Rainbow Rentals, Inc. (Incorporated by reference to an exhibit included in the registrant's Registration Statement on Form S-1 filed on May 14, 2008.)
3.11	Amended and Restated Code of Regulations of Rainbow Rentals, Inc. (Incorporated by reference to an exhibit included in the registrant's Registration Statement on Form S-1 filed on May 14, 2008.)
3.12	Certificate of Formation of RAC National Product Service, LLC (Incorporated herein by reference to the Company's Registration Statement on Form S-4 filed on January 25, 2011.)
3.13	Operating Agreement of RAC National Product Service, LLC (Incorporated herein by reference to the Company's Registration Statement on Form S-4 filed on January 25, 2011.)
3.14	Restated Certificate of Incorporation of Remco America, Inc., as amended (Incorporated herein by reference to the Company's Registration Statement on Form S-4 filed on January 25, 2011.)
3.15	Amended and Restated Bylaws of Remco America, Inc. (Incorporated herein by reference to the Company's Registration Statement on Form S-4 filed on January 25, 2011.)
3.16	Certificate of Formation of Rent-A-Center Addison, L.L.C. (Incorporated herein by reference to the Company's Registration Statement on Form S-4 filed on January 25, 2011.)
3.17	Operating Agreement of Rent-A-Center Addison, L.L.C. (Incorporated herein by reference to the Company's Registration Statement on Form S-4 filed on January 25, 2011.)
3.18	Second Restated Certificate of Incorporation of Rent-A-Center East, Inc. (Incorporated herein by reference to Exhibit 3.3 to the registrant's Registration Statement on Form S-4 filed on filed July 11, 2003.)
3.19	Third Amended and Restated Bylaws of Rent-A-Center East, Inc. (Incorporated herein by reference to Exhibit 3.5 to the registrant's Registration Statement on Form S-4 filed on filed July 11, 2003.)
3.20	Certificate of Incorporation of Rent-A-Center International, Inc. (Incorporated herein by reference to the Company's Registration Statement on Form S-4 filed on January 25, 2011.)
3.21	

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- Bylaws of Rent-A-Center International, Inc. (Incorporated herein by reference to the Company's Registration Statement on Form S-4 filed on January 25, 2011.)
- 3.22 Certificate of Limited Partnership of Rent-A-Center Texas, L.P., as amended (Incorporated herein by reference to Exhibit 3.15 to the registrant's Registration Statement on Form S-4 filed on filed July 11, 2003.)
- 3.23 Agreement of Limited Partnership of Rent-A-Center Texas, L.P. (Incorporated herein by reference to Exhibit 3.16 to the registrant's Registration Statement on Form S-4 filed on filed July 11, 2003.)
- 3.24 Articles of Organization of Rent-A-Center Texas, L.L.C. (Incorporated herein by reference to Exhibit 3.17 to the registrant's Registration Statement on Form S-4 filed on filed July 11, 2003.)
-

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Exhibit No.	Description
3.25	Operating Agreement of Rent-A-Center Texas, L.L.C. (Incorporated herein by reference to Exhibit 3.18 to the registrant's Registration Statement on Form S-4 filed on July 11, 2003.)
3.26	Restated Certificate of Incorporation of Rent-A-Center West, Inc. (formerly known as Advantage Companies, Inc.) (Incorporated herein by reference to Exhibit 3.5 to the registrant's Registration Statement on Form S-4 filed on June 19, 1999.)
3.27	Bylaws of Rent-A-Center West, Inc. (formerly known as Advantage Companies, Inc.) (Incorporated herein by reference to Exhibit 3.8 to the registrant's Registration Statement on Form S-4 filed on June 19, 1999.)
3.28	Amendment to Bylaws of Rent-A-Center West, Inc. (formerly known as Advantage Companies, Inc.) (Incorporated herein by reference to Exhibit 3.9 to the registrant's Registration Statement on Form S-4 filed on June 19, 1999.)
3.29	Certificate of Formation of Get It Now, LLC (Incorporated herein by reference to Exhibit 3.13 to the registrant's Registration Statement on Form S-4 filed on July 11, 2003.)
3.30	Operating Agreement of Get It Now, LLC (Incorporated herein by reference to Exhibit 3.14 to the registrant's Registration Statement on Form S-4 filed on July 11, 2003.)
3.31	Third Amended and Restated Articles of Incorporation of The Rental Store, Inc. (Incorporated by reference to the Company's Registration Statement on Form S-4 filed on January 25, 2011.)
3.32	Amended and Restated Bylaws of The Rental Store, Inc. (Incorporated by reference to the Company's Registration Statement on Form S-4 filed on January 25, 2011.)
4.1	Form of Certificate evidencing Common Stock (Incorporated herein by reference to Exhibit 4.1 to the Company's Registration Statement on Form S-4/A filed on January 13, 1999.)
4.2*	Indenture, dated as of November 2, 2010, among Rent-A-Center, Inc., the subsidiary guarantors party thereto, and The Bank of New York Mellon Trust Company, N.A., as trustee, relating to the Company's 6.625% Senior Notes due 2020
4.3	Registration Rights Agreement relating to the 6.625% Senior Notes due 2020, dated as of November 2, 2010, among the Company, the subsidiary guarantors party thereto and J.P. Morgan Securities LLC, as representative for the initial purchasers named therein (Incorporated herein by reference to the Company's Current Report on Form 8-K dated November 2, 2010.)
4.4	Supplemental Indenture, dated as of December 21, 2010, among Rent-A-Center, Inc., Diamondback Merger Sub, Inc., an indirect subsidiary of Rent-A-Center, Inc., and The Bank of New York Mellon Trust Company, N.A., as trustee, relating to the Company's 6.625% Senior Notes due 2020 (Incorporated herein by reference to Exhibit 4.4 to the Company's Annual Report on Form 10-K for the year ended December 31, 2010.)
4.5	Supplemental Indenture, dated as of December 21, 2010, among Rent-A-Center, Inc., The Rental Store, Inc., an indirect subsidiary of Rent-A-Center, Inc., and The Bank of New York Mellon Trust Company, N.A., as trustee, relating to the Company's 6.625% Senior Notes due 2020 (Incorporated herein by reference to Exhibit 4.5 to the Company's Annual Report on Form 10-K for the year ended December 31, 2010.)
5.1*	Opinion of Fulbright & Jaworski L.L.P.
5.2*	Opinion of DLA Piper LLP (US)
5.3*	Opinion Lionel, Sawyer & Collins
5.4*	Opinion of Frantz Ward LLP
10.1+	Amended and Restated Rent-A-Center, Inc. Long-Term Incentive Plan (Incorporated herein by reference to Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q for the quarter ended September 30, 2003).
10.2	

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Amended and Restated Guarantee and Collateral Agreement, dated as of May 28, 2003, as amended and restated as of July 14, 2004, made by Rent-A-Center, Inc. and certain of its Subsidiaries in favor of JPMorgan Chase Bank, as Administrative Agent (Incorporated herein by reference to Exhibit 10.2 to the Company's Current Report on Form 8-K dated July 15, 2004).

- 10.3 Franchisee Financing Agreement, dated April 30, 2002, but effective as of June 28, 2002, by and between Texas Capital Bank, National Association, ColorTyme, Inc. and Rent-A-Center, Inc. (Incorporated herein by reference to Exhibit 10.14 to the registrant's Quarterly Report on Form 10-Q for the quarter ended June 30, 2002.)
-

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Exhibit No.	Description
10.4	Supplemental Letter Agreement to Franchisee Financing Agreement, dated May 26, 2003, by and between Texas Capital Bank, National Association, ColorTyme, Inc. and Rent-A-Center, Inc. (Incorporated herein by reference to Exhibit 10.23 to the registrant's Registration Statement on Form S-4 filed July 11, 2003.)
10.5	First Amendment to Franchisee Financing Agreement, dated August 30, 2005, by and among Texas Capital Bank, National Association, ColorTyme, Inc. and Rent-A-Center East, Inc. (Incorporated herein by reference to Exhibit 10.7 to the registrant's Quarterly Report on Form 10-Q for the quarter ended September 30, 2005.)
10.6	Franchise Financing Agreement, dated as of August 2, 2010, between ColorTyme Finance, Inc. and Citibank, N.A. (Incorporated herein by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K dated August 2, 2010.)
10.7	Unconditional Guaranty of Rent-A-Center, Inc., dated as of August 2, 2010, executed by Rent-A-Center, Inc. in favor of Citibank, N.A. (Incorporated herein by reference to the Company's Current Report on Form 8-K dated August 2, 2010.)
10.8	Unconditional Guaranty of ColorTyme Finance, Inc., dated as of August 2, 2010, executed by ColorTyme Finance, Inc. in favor of Citibank, N.A. (Incorporated herein by reference to the Company's Current Report on Form 8-K dated August 2, 2010.)
10.9+	Form of Stock Option Agreement issuable to Directors pursuant to the Amended and Restated Rent-A-Center, Inc. Long-Term Incentive Plan (Incorporated herein by reference to Exhibit 10.20 to the Company's Annual Report on Form 10-K for the year ended December 31, 2004.)
10.10+	Form of Stock Option Agreement issuable to management pursuant to the Amended and Restated Rent-A-Center, Inc. Long-Term Incentive Plan (Incorporated herein by reference to Exhibit 10.21 to the Company's Annual Report on Form 10-K for the year ended December 31, 2004.)
10.11+	Summary of Director Compensation (Incorporated herein by reference to Exhibit 10.13 to the Company's Annual Report on Form 10-K for the year ended December 31, 2008.)
10.12+	Form of Stock Compensation Agreement issuable to management pursuant to the Amended and Restated Rent-A-Center, Inc. Long-Term Incentive Plan (Incorporated herein by reference to Exhibit 10.15 to the Company's Quarterly Report on Form 10-Q for the quarter ended March 31, 2006.)
10.13+	Form of Long-Term Incentive Cash Award issuable to management pursuant to the Amended and Restated Rent-A-Center, Inc. Long-Term Incentive Plan (Incorporated herein by reference to Exhibit 10.16 to the Company's Quarterly Report on Form 10-Q for the quarter ended March 31, 2006.)
10.14+	Form of Loyalty and Confidentiality Agreement entered into with management (Incorporated herein by reference to Exhibit 10.17 to the Company's Quarterly Report on Form 10-Q for the quarter ended March 31, 2006.)
10.15+	Rent-A-Center, Inc. 2006 Long-Term Incentive Plan (Incorporated herein by reference to Exhibit 10.17 to the Company's Quarterly Report on Form 10-Q for the quarter ended June 30, 2006.)
10.16+	Form of Stock Option Agreement issuable to management pursuant to the Rent-A-Center, Inc. 2006 Long-Term Incentive Plan (Incorporated herein by reference to Exhibit 10.18 to the Company's Quarterly Report on Form 10-Q for the quarter ended June 30, 2006.)
10.17+	Form of Stock Compensation Agreement issuable to management pursuant to the Rent-A-Center, Inc. 2006 Equity Incentive Plan (Incorporated herein by reference to Exhibit 10.19 to the Company's Annual Report on Form 10-K for the year ended December 31, 2006.)
10.18+	

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- Form of Long-Term Incentive Cash Award issuable to management pursuant to the Rent-A-Center, Inc. 2006 Long-Term Incentive Plan (Incorporated herein by reference to Exhibit 10.20 to the Company's Annual Report on Form 10-K for the year ended December 31, 2006.)
- 10.19+ Rent-A-Center, Inc. 2006 Equity Incentive Plan and Amendment (Incorporated herein by reference to Exhibit 4.5 to the Company's Registration Statement on Form S-8 filed with the SEC on January 4, 2007.)
- 10.20+ Form of Stock Option Agreement issuable to management pursuant to the Rent-A-Center, Inc. 2006 Equity Incentive Plan (Incorporated herein by reference to Exhibit 10.22 to the Company's Annual Report on Form 10-K for the year ended December 31, 2006.)
-

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Exhibit No.	Description
10.21+	Form of Stock Compensation Agreement issuable to management pursuant to the Rent-A-Center, Inc. 2006 Long-Term Incentive Plan (Incorporated herein by reference to Exhibit 10.23 to the Company's Annual Report on Form 10-K for the year ended December 31, 2006.)
10.22+	Form of Stock Option Agreement issuable to Directors pursuant to the Rent-A-Center, Inc. 2006 Long-Term Incentive Plan (Incorporated herein by reference to Exhibit 10.24 to the Company's Annual Report on Form 10-K for the year ended December 31, 2006.)
10.23+	Form of Deferred Stock Unit Award Agreement issuable to Directors pursuant to the Rent-A-Center, Inc. 2006 Long-Term Incentive Plan (Incorporated herein by reference to Exhibit 10.25 to the Company's Annual Report on Form 10-K for the year ended December 31, 2008.)
10.24+	Form of Executive Transition Agreement entered into with management (Incorporated herein by reference to Exhibit 10.21 to the Company's Quarterly Report on Form 10-Q for the quarter ended September 30, 2006.)
10.25+	Employment Agreement, dated October 2, 2006, between Rent-A-Center, Inc. and Mark E. Speese (Incorporated herein by reference to Exhibit 10.22 to the Company's Quarterly Report on Form 10-Q for the quarter ended September 30, 2006.)
10.26+	Non-Qualified Stock Option Agreement, dated October 2, 2006, between Rent-A-Center, Inc. and Mark E. Speese (Incorporated herein by reference to Exhibit 10.23 to the Company's Quarterly Report on Form 10-Q for the quarter ended September 30, 2006.)
10.27+	Rent-A-Center, Inc. Non-Qualified Deferred Compensation Plan (Incorporated herein by reference to Exhibit 10.28 to the Company's Quarterly Report on Form 10-Q for the quarter ended June 30, 2007.)
10.28+	Rent-A-Center, Inc. 401-K Plan (Incorporated herein by reference to Exhibit 10.30 to the Company's Annual Report on Form 10-K for the year ended December 31, 2008.)
10.29	Third Amended and Restated Credit Agreement, dated as of November 15, 2006, among Rent-A-Center, Inc., the several banks and other financial institutions or entities from time to time parties thereto, Union Bank of California, N.A., as documentation agent, Lehman Commercial Paper Inc., as syndication agent, and JPMorgan Chase Bank, N.A., as administrative agent, as amended by that certain First Amendment to Third Amended and Restated Credit Agreement, dated as of December 2, 2009 (Incorporated herein by reference to Exhibit 10.31 to the Company's Quarterly Report on Form 10-Q for the quarter ended June 30, 2010.)
10.30	Rent-A-Center East, Inc. Retirement Savings Plan for Puerto Rico Employees (Incorporated herein by reference to Exhibit 99.1 to the registrant's Registration Statement on Form S-8 filed January 28, 2011.)
12.1*	Statement of Computation of Ratio of Earnings to Fixed Charges.
21.1	Subsidiaries of Rent-A-Center, Inc. (Incorporated herein by reference to Exhibit 21.1 to the Company's Annual Report on Form 10-K for the year ended December 31, 2009).
23.1*	Consent of Grant Thornton.
23.3*	Consent of Fulbright & Jaworski L.L.P. (included in Exhibit 5.1).
24.1	Powers of Attorney of certain officers and directors of Rent-A-Center, Inc. and other Registrants (Incorporated herein by reference to the Company's Registration Statement on Form S-4 filed on January 25, 2011.)
25.1*	Form T-1, Statement of Eligibility under the Trust Indenture Act of 1939 of The Bank of New York Mellon Trust Company, N.A., as Trustee.
99.1*	Form of Letter of Transmittal and Consent.

- * Filed herewith.
- + Management contract or compensatory plan or arrangement.