Table of Contents

As filed with the Securities and Exchange Commission on June 27, 2014

Registration No. 333-

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

FORM S-4
REGISTRATION STATEMENT UNDER
THE SECURITIES ACT OF 1933

First Cash Financial Services, Inc.*

(Exact name of registrant as specified in its charter)

Delaware	6159	75-2237318
(State or other jurisdiction of incorporation or organization)	(Primary Standard Industrial Classification Code Number)	(IRS Employer Identification Number)

690 East Lamar Blvd., Suite 400
Arlington, Texas 76011
(817) 460-3947
(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

R. Douglas Orr
Executive Vice President and Chief Financial Officer
First Cash Financial Services, Inc.
690 East Lamar Blvd., Suite 400
Arlington, Texas 76011
(817) 460-3947
(Name, address, including zip code, and telephone number, including area code, of agent for service)

Copies of all communications to:
M. Hill Jeffries, Esq.
Alston & Bird LLP
1201 West Peachtree Street, Suite 4200
Atlanta, Georgia 30309
(404) 881-7000

Approximate date of commencement of proposed sale of the securities to the public:
As soon as practicable after the effective date of this registration statement.

If the securities being registered on this form are being offered in connection with the formation of a holding company and there is compliance with General Instruction G, check the following box. ☐

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

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

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer ☒ Accelerated filer ☐

Non-accelerated filer ☐ (Do not check if a smaller reporting company) Smaller reporting company ☐

If applicable, place an X in the box to designate the appropriate rule provision relied upon in conducting this transaction:

Exchange Act Rule 13e-4(i) (Cross-Border Issue Tender Offer) ☐

Exchange Act Rule 14d-1(d) (Cross-Border Third-Party Tender Offer) ☐

* Includes certain subsidiaries of First Cash Financial Services, Inc. identified on the following page.

CALCULATION OF REGISTRATION FEE

Title of Each Class of Securities to be Registered	Amount to be Registered	Proposed Maximum Offering Price Per Note(1)	Proposed Maximum Aggregate Offering Price(1)	Amount of Registration Fee
6.75% Senior Notes due 2021	$200,000,000	100%	$200,000,000	$25,760
Guarantees of 6.75% Notes due 2021(2)	—	—	—	(3)

(1) Estimated solely for the purpose of calculating the registration fee pursuant to Rule 457(f).
(2) No separate consideration was received for the guarantees. Each subsidiary of First Cash Financial Services, Inc. that is listed below in the Table of Additional Registrant Guarantors has guaranteed the notes being registered.
(3) In accordance with Rule 457(n), no separate fee is payable with respect to guarantees of the securities being registered.

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

Table of Contents

TABLE OF ADDITIONAL REGISTRANT GUARANTORS

Exact Name of Additional Registrant as Specified in its Charter(1)	State or Other Jurisdiction of Incorporation or Organization	I.R.S. Employee Identification No.
College Park Jewelers, Inc.	Maryland	52-1825225
Famous Pawn, Inc.	Maryland	52-1580081
FCFS CO, Inc.	Colorado	45-5096910
First Cash Corp.	Delaware	74-2984834
First Cash Credit, Ltd.	Texas	20-2990594
First Cash, Ltd.	Texas	75-2914767
First Cash Management, L.L.C.	Delaware	74-2984839
First Cash Credit Management, L.L.C.	Texas	20-2990765
King Pawn, Inc.	Maryland	52-1974787
LTS, Incorporated	Colorado	84-1322572
Maryland Precious Metals Inc.	Maryland	52-2111053
Mister Money – RM, Inc.	Colorado	45-0617205

(1) The address for each Registrant Guarantor is 690 East Lamar Blvd., Suite 400, Arlington, Texas 76011, and the telephone number for each Registrant Guarantor is (817) 460-3947. The Primary Industrial Classification Code for each Registrant Guarantor is 6159.

Table of Contents

The information in this prospectus is not complete and may be changed. We may not sell these securities until the registration statement filed with the Securities and Exchange Commission is effective. This prospectus is not an offer to sell these securities and it is not soliciting an offer to buy these securities in any jurisdiction where the offer or sale is not permitted.

SUBJECT TO COMPLETION, DATED JUNE 27, 2014

PROSPECTUS

First Cash Financial Services, Inc.
Offer to Exchange
Up to $200,000,000 aggregate principal amount of
6.75% Senior Notes due 2021
That have not been registered under the Securities Act of 1933
For
Up to $200,000,000 aggregate principal amount of
6.75% Senior Notes due 2021
That have been registered under the Securities Act of 1933

We are offering to exchange $200,000,000 aggregate principal amount of our outstanding, unregistered 6.75% Senior Notes due 2021 (the "old notes") for an equivalent amount of registered 6.75% Senior Notes due 2021 (the "new notes," and, together with the old notes, the "notes").

The exchange offer expires at 5:00 p.m., New York City time, on , 2014, unless extended.

Terms of the New Notes Offered in the Exchange Offer:

- The terms of the new notes are identical to the terms of the old notes, except that the new notes will be registered under the Securities Act of 1933, as amended (the "Securities Act"), and will not contain restrictions on transfer, registration rights or provisions for payment of special interest.

Terms of the Exchange Offer:

- We will exchange the new notes for all outstanding old notes that are validly tendered and not withdrawn prior to the expiration or termination of the exchange offer.
- The exchange offer expires at 5:00 p.m., New York City time, on , 2014, unless extended.
- Tenders of the old notes may be withdrawn at any time prior to the expiration of the exchange offer.
- The exchange of the new notes for the old notes will not be a taxable event for U.S. federal income tax purposes.
- The old notes are, and the new notes will be, guaranteed on a senior unsecured basis by each of our existing and future subsidiaries that incur or guarantee indebtedness under our revolving credit facility.
- We will not receive any proceeds from the exchange offer.
- We issued the old notes in a transaction not requiring registration under the Securities Act, and as a result their transfer is restricted. We are making the exchange offer to satisfy your registration rights as a holder of the old notes.

There is no established trading market for the new notes.

Each broker-dealer that receives new 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 new notes. The letter of transmittal relating to the exchange offer states that by so acknowledging 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. 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 new notes received in exchange for the old notes where such old notes were acquired by such broker-dealer as a result of market-making activities or other trading activities. We have agreed to make this prospectus available to any broker-dealer for use in connection with any such resale for such period of time as such broker-dealer must comply with the applicable prospectus delivery requirements of the Securities Act. See "Plan of Distribution."

Investing in the new notes involves risks. See "Risk Factors" beginning on page 10 for a discussion of certain factors you should consider in connection with this exchange offer and an investment in the new notes.

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

The date of this prospectus is , 2014.

You should rely only on the information contained or incorporated by reference in this prospectus. We have not, and the trustee has not, authorized anyone to provide you information different from that contained or incorporated by reference in this prospectus. We are not, and the trustee is not, making an offer of these securities in any jurisdiction to any person to whom it is unlawful to make such offer in such jurisdiction. The information contained in this prospectus is accurate only as of the date of this prospectus, regardless of the time of delivery of this prospectus or of any sale of the new notes.

TABLE OF CONTENTS

This prospectus incorporates by reference important business and financial information about us that is not included in or delivered with this document. Copies of this information are available without charge to any person to whom this prospectus is delivered, upon written or oral request. Written requests should be sent to:

First Cash Financial Services, Inc.
Attention: R. Douglas Orr
690 East Lamar Blvd., Suite 400
Arlington, Texas 76011

Oral requests should be made by telephoning (817) 460-3947.

In order to obtain timely delivery, you must request the information no later than , 2014, which is five business days before the expiration date of the exchange offer.

FORWARD-LOOKING INFORMATION

This prospectus contains forward-looking statements about our business, financial condition and prospects. Forward-looking statements can be identified by the use of forward-looking terminology such as “anticipates,” “believes,” “could,” “estimates,” “expects,” “intends,” “may,” “plans,” “projects,” “should” or “targets,” or the negative thereof, or other variations thereon, or comparable terminology, or by discussions of strategy or objectives. Forward-looking statements can also be identified by the fact that these statements do not relate strictly to historical or current matters. Rather, forward-looking statements relate to anticipated or expected events, activities, trends or results. Because forward-looking statements relate to matters that have not yet occurred, these statements are inherently subject to risks and uncertainties. Forward-looking statements in this prospectus may include, without limitation, our expectations of earnings per share, earnings growth, expansion strategies, regulatory exposures, store openings, liquidity (including the availability of capital under existing credit facilities), cash flow, consumer demand for our products and services, income tax rates, currency exchange rates and the price of gold and the impacts thereof, earnings and related transaction expenses from acquisitions, the ability to successfully integrate acquisitions and other performance results.

We make forward-looking statements to provide management’s current assessment of our business, but these statements are inherently subject to risks and uncertainties. Although we believe that the expectations reflected in our forward-looking statements are reasonable, there can be no assurances that such expectations will prove to be accurate. Various factors may cause results to differ materially from those anticipated by the forward-looking statements made in this prospectus. Such factors may include:

- changes in regional, national or international economic conditions, including inflation rates, unemployment rates and energy prices;
- changes in consumer demand, including purchasing, borrowing and repayment behaviors;
- changes in pawn forfeiture rates and credit loss provisions;
- changes in the market value of pawn collateral and merchandise inventories, including gold prices and the value of consumer electronics and other products;
- changes or increases in competition;
- the ability to locate, open and staff new stores and successfully integrate acquisitions;
- the availability or access to sources of used merchandise inventory;
- changes in credit markets, interest rates and the ability to establish, renew and/or extend our debt financing;
- the ability to maintain banking relationships for treasury services and processing of certain consumer lending transactions;
- the ability to hire and retain key management personnel;
- new federal, state or local legislative initiatives or governmental regulations (or changes to existing laws and regulations) affecting pawn businesses, consumer loan businesses and credit services organizations (in both the United States and Mexico);
- risks and uncertainties related to foreign operations in Mexico;
- changes in import/export regulations and tariffs or duties;
- changes in anti-money laundering and gun control regulations;
- unforeseen litigation;
- changes in tax rates or policies in the U.S. and Mexico;
- changes in foreign currency exchange rates;

- inclement weather, natural disasters and public health issues;
- security breaches, cyber attacks or fraudulent activity;
- a prolonged interruption in the operation of our facilities, systems and business functions, including our information technology and other business systems;
- the implementation of new, or changes in the interpretation of existing, accounting principles or financial reporting requirements; and
- future business decisions.

These and other risks, uncertainties and regulatory developments are further and more completely described under the heading “Risk Factors” in our Annual Report on Form 10-K for the year ended December 31, 2013 and, to the extent applicable, any reports that we subsequently file with the Securities and Exchange Commission (the “SEC”) which are incorporated by reference in this prospectus.

You should not place undue reliance on forward-looking statements, which speak only as of the dates they are made. We undertake no obligation to update or revise any of our forward-looking statements except as required by law.

PROSPECTUS SUMMARY

This section highlights information that appears elsewhere in this prospectus. Because this section is a summary, it may not contain all the information that may be important to you. You should read the following summary together with the more detailed information appearing elsewhere in or incorporated by reference in this prospectus, including the section titled "Risk Factors" and the financial statements and related notes incorporated by reference herein, before making an investment decision.

The terms "we," "our," "us," "First Cash" and the "Company," as used in this prospectus, refer to First Cash Financial Services, Inc. and its wholly-owned subsidiaries, except where otherwise stated or where it is clear that the terms mean only First Cash Financial Services, Inc. All references to the "notes" refer to both the old notes and the new notes, except as otherwise indicated.

First Cash Financial Services, Inc.

We are a leading operator of retail-based pawn stores in the United States and Mexico based on revenue and number of store locations. As of March 31, 2014, we had 915 locations, consisting of 310 stores across 12 U.S. states and 605 stores across 26 states in Mexico. This reflects pawn store growth of 12% in the United States and 8% in Mexico since March 31, 2013. For the year ended December 31, 2013, we generated total revenue and EBITDA from continuing operations of $660.8 million and $138.7 million, respectively, representing an increase of 12% and 2%, respectively, over 2012 amounts.

Our primary business is the operation of large format, full-service pawn stores, which engage mainly in retail sales and the purchase of secondhand goods as well as offer consumer financial services products. These pawn stores generate significant retail sales from the merchandise acquired through collateral forfeitures and over-the-counter purchases from customers. The pawn stores are also a convenient source for small consumer loans to help customers meet their short-term cash needs. Personal property such as jewelry, consumer electronics, power tools, household appliances, sporting goods and musical instruments are pledged as collateral for the loans. In addition, some of our pawn stores offer small unsecured consumer loans or credit services products. Our strategy is to focus on growing our retail-based pawn operations in the United States and Mexico through new store openings and strategic acquisition opportunities as they arise.

In addition to our pawn stores, we operate a small number of stand-alone consumer finance stores in Texas and Mexico. These stores primarily provide consumer financial services products including credit services and small unsecured consumer loans. The product mix in these stores varies by market. We consider the credit services and consumer loan products generated through these locations to be non-core, non-growth revenue streams, representing less than 11% of our pawn and consumer loan balance, net of allowances for losses, as of December 31, 2013.

Our principal executive offices are located at 690 East Lamar Blvd., Suite 400, Arlington, Texas 76011. The telephone number at our principal executive offices is (817) 460-3947.

Risk Factors

You should carefully consider the information set forth in this prospectus, including the information and documents incorporated by reference, before participating in the exchange offer. In particular, before tendering any old notes, you should read the section entitled "Risk Factors" for an explanation of certain risks of investing in the new notes. For a description of risks related to our industry and business, you should also evaluate the risk factors set forth under the heading "Risk Factors" in our Annual Report on Form 10-K for the year ended December 31, 2013 and, to the extent applicable, any subsequently filed reports, which are incorporated by reference in this prospectus.

The Exchange Offer

On March 24, 2014, we completed a private offering of $200.0 million aggregate principal amount of the old notes. As part of the private offering, we entered into a registration rights agreement with the initial purchasers in which we agreed, among other things, to deliver this prospectus to you and to use commercially reasonable efforts to consummate the exchange offer for the old notes. The following is a summary of the exchange offer.

Old Notes	6.75% Senior Notes due 2021, which were issued on March 24, 2014.
New Notes	6.75% Senior Notes due 2021. The terms of the new notes are substantially identical to those terms of the outstanding old notes, except that the transfer restrictions, registration rights and special interest provisions relating to the old notes will not apply to the new notes.
The Exchange Offer	We are offering to exchange up to $200.0 million aggregate principal amount of our new notes that have been registered under the Securities Act for an equal principal amount of our outstanding old notes that have not been registered under the Securities Act to satisfy our obligations under the registration rights agreement. The new notes will evidence the same debt as the corresponding old notes and will be issued under, and be entitled to the benefits of, the same indenture that governs the old notes. Holders of the old notes do not have any appraisal or dissenter's rights in connection with the exchange offer. Because the new notes will be registered, the new notes will not be subject to transfer restrictions, and holders of old notes that have tendered, and had their old notes accepted, in the exchange offer will have no registration rights. Old notes tendered in the exchange offer must be in denominations of principal amount of $2,000 and integral multiples of $1,000 in excess of $2,000.
Expiration Date	The exchange offer will expire at 5:00 p.m., New York City time, on , 2014 unless we decide to extend it.
Conditions to the Exchange Offer	The exchange offer is subject to certain customary conditions, which we may waive. The registration rights agreement does not require us to accept old notes for exchange if the exchange offer or the making of any exchange by a holder of the old notes would violate any applicable law or interpretation of the staff of the SEC. A minimum aggregate principal amount of old notes being tendered is not a condition to the exchange offer.
Procedures for Tendering Old Notes	Unless you comply with the procedures described under the heading "The Exchange Offer—Exchange Offer Procedures," you must do one of the following on or prior to the expiration of the exchange offer to participate in the exchange offer: • tender your old notes by sending the certificates for your old notes, in proper form for transfer, a properly completed and duly executed letter of transmittal, with any required signature

	guarantees, and all other documents required by the letter of transmittal, to BOKF, NA dba Bank of Texas, as exchange agent, at one of the addresses listed below under the heading "The Exchange Offer—Exchange Agent;" or • tender your old notes by using the book-entry transfer procedures described below and transmitting a properly completed and duly executed letter of transmittal, with any required signature guarantees, or an agent's message instead of the letter of transmittal, to the exchange agent. In order for a book- entry transfer to constitute a valid tender of your old notes in the exchange offer, BOKF, NA dba Bank of Texas, as exchange agent, must receive a confirmation of book-entry transfer of your old notes into the exchange agent's account at The Depository Trust Company ("DTC") prior to the expiration of the exchange offer. For more information regarding the use of book-entry transfer procedures, including a description of the required agent's message, see the discussion below under the heading "The Exchange Offer—Book-Entry Transfers."
Special Procedures for Beneficial Owners	If you are a beneficial owner whose old notes are registered in the name of a broker, dealer, commercial bank, trust company or other nominee and you wish to tender your old notes in the exchange offer, you should promptly contact the person in whose name the old notes are registered and instruct that person to tender on your behalf. If you wish to tender in the exchange offer on your own behalf, prior to completing and executing the letter of transmittal and delivering the certificates for your old notes, you must either make appropriate arrangements to register ownership of the old notes in your name or obtain a properly completed bond power from the person in whose name the old notes are registered.
Withdrawal; Non-Acceptance	You may withdraw any old notes tendered in the exchange offer at any time prior to 5:00 p.m., New York City time, on , 2014. If we decide for any reason not to accept any old notes tendered for exchange, the old notes will be returned to the registered holder at our expense promptly after the expiration or termination of the exchange offer. In the case of old notes tendered by book-entry transfer into the exchange agent's account at DTC, any withdrawn or unaccepted old notes will be credited to the tendering holder's account at DTC. For further information regarding the withdrawal of tendered old notes, please read "The Exchange Offer —Withdrawal Rights."
United States Federal Income Tax Considerations	The exchange of the old notes for new notes in the exchange offer will not be a taxable transaction for United States federal income tax purposes. See the discussion under the heading "Certain U.S. Federal Income Tax Considerations" for more information regarding the U.S. federal income tax consequences to you of the exchange offer.
Use of Proceeds	We will not receive any proceeds from the exchange offer.

Fees and Expenses	We will pay our entire expenses incident to the exchange offer.
Exchange Agent	We have appointed BOKF, NA dba Bank of Texas, as exchange agent for the exchange offer. You can find the address, telephone number and fax number of the exchange agent under the heading "The Exchange Offer—Exchange Agent."
Resales of New Notes	Based on interpretations by the staff of the SEC, as set forth in no-action letters issued to third parties that are not related to us, we believe that the new notes you receive in the exchange offer may be offered for resale, resold or otherwise transferred by you without compliance with the registration and prospectus delivery provisions of the Securities Act so long as: • you are acquiring the new notes in the exchange offer in the ordinary course of your business; • you have not engaged in, do not intend to engage in, and have no arrangement or understanding with any person to participate in the distribution, as defined in the Securities Act, of the new notes you will receive in the exchange offer; • you are not our "affiliate" as defined in Rule 405 under the Securities Act; and • you are not a broker-dealer tendering old notes acquired directly from us for your account. By tendering your old notes as described in "The Exchange Offer—Exchange Offer Procedures," you will be making representations to this effect. If you fail to satisfy any of these conditions, you cannot rely on the position of the SEC set forth in the no-action letters referred to above and you must comply with the registration and prospectus delivery requirements of the Securities Act in connection with a resale of the new notes. We base our belief on interpretations by the SEC staff in no-action letters issued to other issuers in exchange offers like ours. We cannot guarantee that the SEC would make a similar decision about our exchange offer. If our belief is wrong, you could incur liability under the Securities Act. We will not protect you against any loss incurred as a result of this liability under the Securities Act. Each broker-dealer that receives new notes for its own account in exchange for old notes, where such new notes were acquired by such broker-dealer as a result of market-making activities or other trading activities, must acknowledge that it will deliver a prospectus meeting the requirements of the Securities Act in connection with any resale of the new notes. We have agreed that we will make this prospectus available to any broker-dealer for use in connection with any such resale for such period of time as such broker-dealer must comply with the applicable prospectus delivery requirements of the Securities Act. See "Plan of Distribution."

Consequences of Not Exchanging Your Old Notes	If you do not exchange your old notes in the exchange offer, your old notes will continue to be subject to the restrictions on transfer described in the legend on the certificate for your old notes. In such event, you generally may offer or sell your old notes only: • if they are registered under the Securities Act and applicable state securities laws; • if they are offered or sold under an exemption from registration under the Securities Act and applicable state securities laws; or • if they are offered or sold in a transaction not subject to the Securities Act and applicable state securities laws. We do not currently intend to register the old notes under the Securities Act. Under some circumstances, however, holders of the old notes, including holders who are not permitted to participate in the exchange offer or who may not freely resell new notes received in the exchange offer, may require us to file, and to cause to become effective, a shelf registration statement covering resales of old notes by these holders. For more information regarding the consequences of not tendering your old notes and our obligation to file a shelf registration statement, see “The Exchange Offer—Consequences of Exchanging or Failing to Exchange Old Notes” and “Description of the New Notes—Registration Rights; Special Interest.”

Terms of the New Notes

The terms of the new notes and those of the outstanding old notes are substantially identical, except that the transfer restrictions and registration rights relating to the old notes do not apply to the new notes. As a result, the new notes will not bear legends restricting their transfer and will not have the benefit of the registration rights and special interest provisions contained in the old notes. The new notes represent the same debt as the old notes for which they are being exchanged.

The following is a summary of the terms of the new notes. It may not contain all the information that is important to you. For a more detailed description of the new notes, please read “Description of the New Notes.”

Issuer	First Cash Financial Services, Inc.
Guarantors	The old notes are, and the new notes will be, guaranteed on a senior unsecured basis by all of our existing and future domestic subsidiaries that guarantee our revolving credit facility (the “2014 Credit Facility,”) which is unsecured subject to a limited pledge of 65% of the stock of certain of our non-U.S. subsidiaries in favor of the lenders. The note guarantees may be released under certain circumstances. See “Description of the New Notes.”
Notes Offered	$200,000,000 aggregate principal amount of 6.75% Senior Notes due 2021.

Maturity Date	April 1, 2021.
Interest	We will pay interest on the notes at the rate of 6.75% per year, payable semi-annually in arrears, on April 1 and October 1 of each year, beginning on October 1, 2014.
Optional Redemption	Beginning on April 1, 2017, we may on any one or more occasions redeem some or all of the notes at the redemption prices listed under "Description of the New Notes — Optional Redemption," together with any accrued and unpaid interest, if any, on the notes to but not including the date of redemption. Prior to April 1, 2017, we may on any one or more occasions redeem some or all of the notes at a "make-whole" redemption price described under "Description of the New Notes— Optional Redemption," together with any accrued and unpaid interest, if any, to but not including the date of redemption. In addition, on any one or more occasions prior to April 1, 2017, we may, at our option, redeem up to 35% of the notes with a cash amount equal to the net proceeds of certain equity offerings at a redemption price equal to 106.750% of the aggregate principal amount of the notes together with any accrued and unpaid interest, if any, to but not including the date of redemption.
Offer to Repurchase Upon Change of Control	If we experience certain kinds of changes of control, we will be required to offer to repurchase the notes for cash at 101% of the aggregate principal amount of the notes, plus accrued and unpaid interest, if any, to but not including the date of repurchase.
Ranking	The new notes and the related guarantees will be our and the guarantors' senior unsecured obligations and: • will be *pari passu* in right of payment with all of our and the guarantors' existing and future unsecured senior indebtedness; • will be senior in right of payment to all of our and the guarantors' existing and future subordinated indebtedness; • will be effectively subordinated to all of our and the guarantors' existing and future secured indebtedness to the extent of the value of the collateral securing such indebtedness, including the limited pledge of the stock of certain of our non-U.S. subsidiaries in favor of the lenders under the 2014 Credit Facility; and • will be structurally subordinated to all obligations of our and the guarantors' existing and future subsidiaries that are not guarantors of the notes. For the year ended December 31, 2013, our non-guarantor subsidiaries represented approximately 59% of total revenue, 54% of store level operating income from continuing operations before taxes

	and 54% of store level EBITDA from continuing operations. In addition, as of December 31, 2013, our non-guarantor subsidiaries held approximately 53% of store level operating assets.
Certain Covenants	The indenture governing the notes will contain covenants that, among other things, limit our ability and the ability of our restricted subsidiaries to: • incur more debt; • issue preferred stock; • pay dividends, redeem stock or make other distributions; • make certain investments; • create liens; • transfer or sell assets; • merge or consolidate; and • enter into transactions with our affiliates. These covenants are subject to important exceptions and qualifications, which are described under “Description of the New Notes—Certain Covenants” and “Description of the New Notes —Merger and Consolidation.”
Events of Default	If there is an event of default on the notes, all outstanding notes may be declared immediately due and payable in specified circumstances. Please read “Description of the New Notes—Events of Default and Remedies.”
Trustee	BOKF, NA dba Bank of Texas.
Governing Law	The notes and the indenture are governed by New York law.
Registration Rights	In the event we cannot effect the exchange offer within the time period required by the registration rights agreement and in other circumstances described in “Description of the New Notes — Registration Rights; Special Interest,” we agree to use commercially reasonable efforts to cause a shelf registration statement for the resale of the old notes to become effective.
Transfer Restrictions; Absence of a Public Market for the Notes	The new notes generally will be freely transferable but will also be new securities for which there will not initially be a trading market. There can be no assurance as to the development or liquidity of any trading market for the new notes.

RISK FACTORS

An investment in the new notes involves risks. Before you invest in the new notes, you should carefully consider the risk factors described below, together with the other information included or incorporated by reference in this prospectus, including the risk factors included in our Annual Report on Form 10-K for the year ended December 31, 2013 and, to the extent applicable, any subsequently filed reports. Additional risks and uncertainties not currently known to us or that we currently view as immaterial may also impair our business operations. Any of these risks could materially and adversely affect our business, financial condition, results of operations and cash flows. In that case, you may lose all or part of your investment.

Risks Related to the Exchange Offer and Holding the New Notes

If you do not properly tender your old notes, you will continue to hold unregistered outstanding notes subject to transfer restrictions and your ability to transfer outstanding notes will be adversely affected.

If you do not exchange your old notes for new notes in the exchange offer, you will continue to be subject to the restrictions on transfer of your old notes described in the legend on the certificates for your old notes. The restrictions on transfer of your old notes arise because we issued the old notes under exemptions from, or in transactions not subject to, the registration requirements of the Securities Act and applicable state securities laws. In general, you may only offer or sell the old notes if they are registered under the Securities Act and applicable state securities laws, or offered and sold under an exemption from these requirements. Unless we cannot effect the exchange offer and in certain circumstances, we do not plan to register any sale of the old notes under the Securities Act. See “Description of the New Notes —Registration Rights; Special Interest.” For further information regarding the consequences of failing to tender your old notes in the exchange offer, please read “The Exchange Offer—Consequences of Exchanging or Failing to Exchange Old Notes.”

You must comply with the exchange offer procedures in order to receive freely tradable new notes.

Holders are responsible for complying with all exchange offer procedures. The issuance of new notes in exchange for old notes will only occur upon completion of the procedures described in this prospectus under “The Exchange Offer.” Therefore, holders of old notes who wish to exchange them for new notes should allow sufficient time for timely completion of the exchange offer procedures. Neither we nor the exchange agent are obligated to extend the exchange offer or notify you of any failure to follow the proper procedures or waive any defect if you fail to follow the proper procedures.

An active trading market may not develop for the new notes, and you may not be able to resell your new notes.

The new notes are new securities, and no trading market exists where you can resell them. We do not intend to apply to list the new notes on any securities exchange. We cannot assure you that any trading market for the new notes will develop or be sustained. If an active trading market does not develop or is not sustained, the market price and liquidity of the new notes may be adversely affected.

If you are a broker-dealer, your ability to transfer the new notes may be restricted.

A broker-dealer that purchased old notes for its own account as part of market-making or trading activities must comply with the prospectus delivery requirements of the Securities Act when it sells the new notes. Our obligation to make this prospectus available to broker-dealers is limited. Consequently, we cannot guarantee that a proper prospectus will be available to broker-dealers wishing to resell their new notes.

Risks Related to the Notes

Our existing and future levels of indebtedness could adversely affect our financial health, our ability to obtain financing in the future, our ability to react to changes in our business and our ability to fulfill our obligations under the notes.

As of March 31, 2014, after giving effect to the issuance of the old notes and the entry into the 2014 Credit Facility, we had outstanding indebtedness of $200,000,000 and availability of $160,000,000 under the 2014 Credit Facility. Our level of indebtedness could have important consequences for holders of the notes. For example, it could:

- make it more difficult for us to satisfy our obligations with respect to the notes and our other indebtedness, resulting in possible defaults on and acceleration of such indebtedness;
- require us to dedicate a substantial portion of our cash flow from operations to the payment of principal and interest on our indebtedness, thereby reducing the availability of such cash flows to fund working capital, acquisitions, new store openings, capital expenditures and other general corporate purposes;
- limit our ability to obtain additional financing for working capital, acquisitions, new store openings, capital expenditures, debt service requirements and other general corporate purposes;
- restrict the ability of our subsidiaries to pay dividends or otherwise transfer assets to the Company, which could limit our ability to, among other things, make required payments on our debt;
- increase our vulnerability to general adverse economic and industry conditions, including interest rate fluctuations (to the extent that a portion of our borrowings are at variable rates of interest); and
- place us at a competitive disadvantage compared to other companies with proportionately less debt or comparable debt at more favorable interest rates who, as a result, may be better positioned to withstand economic downturns.

Any of the foregoing impacts of our level of indebtedness could have a material adverse effect on our business, financial condition and results of operations.

We and our subsidiaries may be able to incur substantially more debt, including secured debt, which could further exacerbate the risks associated with our level of indebtedness.

We and our subsidiaries may incur substantial additional indebtedness in the future. As of March 31, 2014, the 2014 Credit Facility provided us commitments for borrowings of up to approximately $160 million. In addition, the indenture governing the notes allows us to incur substantial additional debt, including secured debt which would rank senior to the notes if incurred. If new debt is added to our current debt levels, the related risks that we face would increase, and we may not be able to meet all our debt obligations. In addition, the 2014 Credit Facility, as well as the indenture governing the notes, do not prevent us from incurring obligations that do not constitute indebtedness.

We will need to repay or refinance the 2014 Credit Facility prior to the maturity of the notes. Failure to do so could have a material adverse effect upon us.

The 2014 Credit Facility will mature in February 2019. Prior to the maturity of the notes, we will need to repay, refinance, replace or otherwise extend the maturity of the 2014 Credit Facility. Our ability to repay, refinance, replace or extend will depend on, among other things, business conditions, our financial performance and the general condition of the financial markets. If a financial disruption were to occur at the time we are required to repay indebtedness outstanding under the 2014 Credit Facility, we could be forced to undertake alternate financings, negotiate for an extension of the maturity of the 2014 Credit Facility or sell assets and delay capital expenditures in order to generate proceeds that could be used to repay indebtedness. We cannot assure you that we will be able to consummate any such transaction on terms that are commercially reasonable, or on terms acceptable to us or at all.

The agreements and instruments governing our debt contain restrictions and limitations that could significantly impact our ability to operate our business.

The 2014 Credit Facility contains covenants that, among other things, restrict our and our subsidiaries' ability to:

- incur more debt;
- change our or their line of business;
- make dividend payments, stock repurchases and other distributions;
- engage in certain mergers, consolidations and transfers of all or substantially all of our or their assets;
- make acquisitions of all of the business or assets of, or stock representing beneficial ownership of, any person;
- dispose of certain assets; and
- create or incur negative pledges.

In addition, the 2014 Credit Facility requires us to comply with various financial covenants. Our ability to comply with these covenants in future periods will depend on our ongoing financial and operating performance, which in turn will be subject to economic conditions and to financial, market and competitive factors, many of which are beyond our control. Our ability to comply with these covenants in future periods also will depend substantially on our ability to successfully implement our overall business strategy.

The indenture governing the notes offered hereby also contains restrictive covenants that, among other things, limit our ability and the ability of our restricted subsidiaries to:

- incur more debt;
- issue preferred stock;
- pay dividends, redeem stock or make other distributions;
- make certain investments;
- create liens;
- transfer or sell assets;
- merge or consolidate; and
- enter into transactions with our affiliates.

The restrictions in the 2014 Credit Facility and the indenture governing the notes, as well as in agreements governing other indebtedness we currently have, may prevent us from taking actions that we believe would be in the best interest of our business and may make it difficult for us to successfully execute our business strategy or effectively compete with companies that are not similarly restricted. In addition, the restrictions in the 2014 Credit Facility and the indenture are subject to certain important exceptions and may not protect the lenders or the holders of the notes from certain significant transactions. We may also incur future debt obligations that might subject us to additional restrictive covenants that could affect our financial and operational flexibility.

We will require a significant amount of cash to service our indebtedness. Our ability to generate cash depends on many factors, some of which are beyond our control. We also depend on the business of our subsidiaries to satisfy our cash needs. If we cannot generate the required cash, we may not be able to make the necessary payments under the notes.

Our ability to make payments on our indebtedness, including the notes, and to fund working capital needs, acquisitions, new store openings and capital expenditures will depend on our ability to generate cash in the

future. Our ability to generate cash, to a certain extent, is subject to general economic, financial, competitive, legislative, regulatory and other factors that are beyond our control. Additionally, our historical financial results have been, and we anticipate that our future financial results will be, subject to fluctuations. We cannot assure you that our business will generate sufficient cash flow from our operations or that future borrowings will be available to us in an amount sufficient to enable us to pay our indebtedness, including the notes, or to fund our other liquidity needs and make necessary capital expenditures.

All of our store operations are conducted through our subsidiaries. As a result, our ability to service our debt and other obligations, including our obligations under the notes, depends in part on the earnings of our subsidiaries and the payment of those earnings to us in the form of dividends, loans or advances paid by our subsidiaries to us and repayment by subsidiaries of loans or advances from us. Our subsidiaries are separate and distinct legal entities and are not obligated to make funds available to us. Payments to us by our subsidiaries will be contingent upon our subsidiaries' earnings and business considerations. In addition, any payment of dividends, loans or advances by our subsidiaries could be subject to statutory or contractual restrictions. For example, the terms of the 2014 Credit Facility significantly restrict our subsidiaries from paying dividends and otherwise transferring assets to us. Furthermore, our subsidiaries will be permitted under the terms of the indenture to incur additional indebtedness that may severely restrict or prohibit the making of distributions, the payment of dividends or the making of loans by such subsidiaries to us. Dividends and payments to us from our foreign subsidiaries may be subject to foreign withholding taxes, and such dividends and payments may also be subject to changes in U.S. tax laws and fluctuations in currency exchange rates, which would reduce the amount of funds we receive from such foreign subsidiaries. Additionally, changes in the federal or state laws in Mexico may adversely affect the ability of our Mexican subsidiaries to repatriate funds to us, and any earnings repatriated from foreign subsidiaries likely would be subject to additional U.S. taxes.

If our cash flow and capital resources are insufficient to allow us to make scheduled payments on our debt, we may have to sell assets, seek additional capital or restructure or refinance our debt. We cannot assure you that the terms of our debt will allow for these alternative measures or that such measures would satisfy our scheduled debt service obligations.

If we cannot make scheduled payments on our debt:

- the holders of our debt could declare all outstanding principal and interest to be due and payable;
- the holders of our secured debt could commence foreclosure proceedings against our assets;
- we could be forced into bankruptcy or liquidation; and
- you could lose all or part of your investment in the notes.

If we default on our obligations to pay our other indebtedness, we may not be able to make payments on the notes.

Any default under the agreements governing our indebtedness, including a default under the 2014 Credit Facility, which is not waived by the requisite percentage of the holders of such indebtedness could leave us unable to pay principal or interest on the notes. If we are unable to generate sufficient cash flow and are otherwise unable to obtain funds necessary to meet required payments of principal, premium, if any, or interest on indebtedness, or if we otherwise fail to comply with the various covenants, including financial and operating covenants, in the instruments governing our indebtedness, including the 2014 Credit Facility, we could be in default under the terms of the agreements governing such indebtedness. In the event of such default, the holders of such indebtedness could elect to declare all of the funds borrowed thereunder to be due and payable, together with any accrued and unpaid interest, the lenders under the 2014 Credit Facility could elect to terminate their commitments, cease making further loans and institute foreclosure proceedings against the assets securing such facility, and we could be forced into bankruptcy or liquidation. Although we may in the future seek waivers from lenders of our indebtedness to avoid being in default, there is no guarantee that we will be able to obtain waivers from the lenders thereunder.

An increase in interest rates would increase the cost of servicing our debt and could reduce our profitability.

A significant portion of our outstanding debt, including under the 2014 Credit Facility, bears interest at variable rates. As a result, an increase in interest rates, whether because of an increase in market interest rates or a decrease in our creditworthiness, would increase the cost of servicing our debt and could materially reduce our profitability and cash flows. The impact of such an increase would be more significant for us than it would be for competitors that have less variable rate debt.

The notes will be effectively subordinated to our and our guarantors' secured indebtedness to the extent of the value of the collateral securing such indebtedness.

The notes and the related guarantees will not be secured. In contrast, the 2014 Credit Facility is partially secured by a pledge of 65% of the equity interests in our foreign subsidiaries. We had no other secured indebtedness outstanding at March 31, 2014. However, the indenture governing the notes will allow us to incur substantial additional secured debt, and the notes will be effectively subordinated in right of payment to any of our secured indebtedness to the extent of the value of the collateral securing such indebtedness. Additionally, the guarantees will be effectively subordinated to any secured indebtedness, to the extent of the value of the collateral securing such indebtedness, incurred in the future by the guarantors. The effect of this subordination is that upon a default in payment on, or the acceleration of, any of our or any guarantor's secured indebtedness or in the event of a bankruptcy, insolvency, liquidation, dissolution, reorganization or similar proceeding involving us or any of the guarantors, the proceeds from the sale of assets securing our or any guarantor's secured indebtedness will be available to pay obligations on the notes or guarantees, as applicable, only after all of our or any guarantor's secured indebtedness has been paid in full.

The notes will be structurally subordinated to all indebtedness of those of our existing or future subsidiaries that are not, or do not become, guarantors of the notes, including all of our foreign subsidiaries.

The notes will not be guaranteed by our current and future subsidiaries that do not guarantee the 2014 Credit Facility, including our non-U.S. subsidiaries. Accordingly, claims of holders of the notes will be structurally subordinated to all indebtedness and the claims of creditors of any non-guarantor subsidiaries, including trade creditors. All indebtedness and obligations of any non-guarantor subsidiaries will have to be satisfied before any of the assets of such subsidiaries would be available for distribution upon liquidation or otherwise to us or to a guarantor of the notes. The indenture governing the notes will permit these non-guarantor subsidiaries to incur certain additional debt, including secured debt, and will not limit their ability to incur other liabilities that are not considered indebtedness under the indenture. For the year ended December 31, 2013, our non-guarantor subsidiaries represented approximately 59% of our total revenue, 54% of our store-level operating income from continuing operations before taxes and 54% of our store-level EBITDA from continuing operations. In addition, as of December 31, 2013, our non-guarantor subsidiaries held approximately 53% of our store-level operating assets. As of December 31, 2013, our non-guarantor subsidiaries had no material third party liabilities.

We may be unable to repay or repurchase the notes at maturity.

At maturity, the entire principal amount of the notes, together with accrued and unpaid interest, will become due and payable. We may not have the ability to repay or refinance these obligations. If the maturity date occurs at a time when other arrangements prohibit us from repaying the notes, we could try to obtain waivers of such prohibitions from the lenders and holders under those arrangements, or we could attempt to refinance the borrowings that contain the restrictions. If we could not obtain the waivers or refinance these borrowings, we would be unable to repay the notes.

We may not have the ability to raise the funds necessary to finance the change of control offer required by the indenture governing the notes. The change of control put right might not be enforceable.

Upon the occurrence of a "change of control" as defined in the indenture governing the notes, we must offer to buy back the notes at a price equal to 101% of the principal amount, together with accrued and unpaid interest,

if any, to the date of the repurchase. Our failure to purchase, or give notice of purchase of, the notes offered hereby would be a default under the indenture governing the notes, which could also trigger a cross-default under our other outstanding indebtedness.

A change of control could also trigger a default under the 2014 Credit Facility or other indebtedness existing or incurred in the future. In order to satisfy our obligations, we could seek to refinance the indebtedness under the 2014 Credit Facility, other debt agreements or the indenture or obtain a waiver from the lenders of the 2014 Credit Facility or other indebtedness or you as a holder of the notes. We cannot assure you that we would be able to obtain a waiver or refinance our indebtedness on terms acceptable to us, if at all.

In addition, the change of control provisions in the indenture may not protect you from certain important corporate events, such as a leveraged recapitalization (which would increase the level of our indebtedness or otherwise adversely affect our capital structure, credit ratings or the value of the notes), reorganization, restructuring, merger, or other similar transaction. Such a transaction may not involve a change in voting power or beneficial ownership or, even if it does, may not involve a "change of control" as defined in the indenture that would trigger our obligation to repurchase the notes. If an event occurs that does not constitute a "change of control" as defined in the indenture, we will not be required to make an offer to repurchase the notes and you may be required to continue to hold your notes despite the event. See "Description of the New Notes—Repurchase at the Option of Holders—Change of Control."

In addition, the change of control put right may not be enforceable. In a recent decision, the Chancery Court of Delaware raised the possibility that a change of control put right occurring as a result of a failure to have "continuing directors" comprising a majority of a board of directors may be unenforceable on public policy grounds. Therefore, in certain circumstances involving a significant change in the composition of our Board of Directors, holders of the notes may not be entitled to a change of control put right. See "Description of the New Notes—Repurchase at the Option of Holders—Change of Control."

Holders of notes may not be able to determine when a change of control giving rise to their right to have the notes repurchased by us has occurred following a sale of "substantially all" of our assets.

A change of control, as defined below under "Description of the New Notes—Certain Definitions," will require us to make an offer to repurchase all outstanding notes. The definition of change of control includes a phrase relating to the sale, assignment, conveyance, transfer, lease or other disposition of "all or substantially all" of our assets. There is no precise established definition of the phrase "substantially all" under applicable law. Accordingly, the ability of a holder of notes to require us to repurchase its notes as a result of a sale, assignment, conveyance, transfer, lease or other disposition of less than all our assets to another individual, group or entity may be uncertain.

Federal and state statutes allow courts, under specific circumstances, to void guarantees and require noteholders to return payments received from guarantors.

We will incur substantial indebtedness under the notes. Our incurrence of indebtedness under the notes and the incurrence by some of our subsidiaries of indebtedness under their guarantees may be subject to review under federal and state fraudulent conveyance laws (and applicable equivalent foreign law concepts) if a bankruptcy, reorganization or rehabilitation case or lawsuit (including circumstances in which bankruptcy is not involved) were commenced by, or on behalf of, our unpaid creditors or unpaid creditors of our guarantors at some future date. Federal and state statutes may allow courts, under specific circumstances to void the notes and the guarantees and require noteholders to return payments received from us or the guarantors.

Under the federal bankruptcy law and comparable provisions of state fraudulent transfer laws, a guarantee could be voided, or claims in respect of a guarantee could be subordinated to all other debts of that guarantor, if, among other things, the guarantor, at the time it incurred the indebtedness evidenced by its guarantee:

- received less than reasonably equivalent value or fair consideration for the incurrence of such guarantee; and

- was insolvent or rendered insolvent by reason of such incurrence; or
- was engaged in a business or transaction for which the guarantor's remaining assets constituted unreasonably small capital; or
- intended to incur, or believed that it would incur, debts beyond its ability to pay such debts as they mature.

In addition, any payment by that guarantor pursuant to its guarantee could be voided and required to be returned to the guarantor or to a fund for the benefit of the creditors of the guarantor.

The measures of insolvency for purposes of these fraudulent transfer laws will vary depending upon the law applied in any proceeding to determine whether a fraudulent transfer has occurred. Generally, however, a guarantor would be considered insolvent if:

- the sum of its debts, including contingent liabilities, was greater than the fair saleable value of all of its assets; or
- if the present fair saleable value of its assets was less than the amount that would be required to pay its probable liability on its existing debts, including contingent liabilities, as they become absolute and mature; or
- it could not pay its debts as they become due.

On the basis of historical financial information, recent operating history and other factors, we believe that each guarantor, after giving effect to the guarantee of the notes, will not be insolvent, will not have unreasonably small capital for the business in which it is engaged and will not have incurred debts beyond its ability to pay such debts as they mature. We cannot assure you, however, as to what standard a court would apply in making these determinations or that a court would agree with our conclusions in this regard.

Our credit ratings may not reflect all risks of your investment in the notes.

The credit ratings assigned to the notes are limited in scope and do not address all material risks relating to an investment in the notes but rather reflect only the view of each rating agency at the time the rating is issued. The credit rating agencies also evaluate our industry and may change their credit rating for us based on their overall view of our industry. There can be no assurance that the credit ratings assigned to the notes will remain in effect for any given period of time or that a rating will not be lowered, suspended or withdrawn entirely by the applicable rating agency if, in such rating agency's judgment, circumstances so warrant. Credit ratings are not a recommendation to buy, sell or hold any security. Each agency's rating should be evaluated independently of any other agency's rating. Actual or anticipated changes or downgrades in our credit ratings, including any announcement that our ratings are under further review for a downgrade, could affect the market value of the notes and increase our corporate borrowing costs.

The interests of our stockholders may be different than yours.

The interests of our stockholders could conflict with yours. For example, if we encounter financial difficulties or are unable to pay our debts as they mature, the interests of the stockholders might conflict with your interests as a holder of the notes. The stockholders might also have an interest in pursuing transactions that, in their judgment, could enhance their equity investments, even though such transactions might involve risks to you as a holder of the notes. In addition, the stockholders could cause us to make acquisitions that increase the amount of our indebtedness or sell assets, either of which may impair our ability to make payments under the notes.

An increase in interest rates could result in a decrease in the relative value of the notes.

In general, as market interest rates rise, notes bearing interest at a fixed rate generally decline in value because the premium, if any, over market interest rates will decline. Consequently, as market interest rates increase, the market value of your notes may decline. We cannot predict future levels of market interest rates.

We may choose to repurchase or redeem a portion of the notes when prevailing interest rates are relatively low, including in open market purchases.

We may seek to repurchase or redeem a portion of the notes from time to time, especially when prevailing interest rates are lower than the rate borne by such notes. If prevailing rates are lower at the time of redemption, you may not be able to reinvest the redemption proceeds in a comparable security at an effective interest rate as high as the interest rate on such notes being redeemed. Our redemption right also may adversely impact your ability to sell such notes.

We may also from time to time repurchase the notes in the open market, privately negotiated transactions, tender offers or otherwise. Any such repurchases or redemptions and the timing and amount thereof would depend on prevailing market conditions, liquidity requirements, contractual restrictions and other factors. Such transactions could impact the market for such notes and negatively affect our liquidity.

USE OF PROCEEDS

The exchange offer is intended to satisfy our obligations under the registration rights agreement we entered into in connection with the private offering of the old notes. We will not receive any cash proceeds from the issuance of the new notes in the exchange offer. In consideration for issuing the new notes as contemplated in this prospectus, we will receive, in exchange, an equal principal amount of outstanding old notes. We will cancel all old notes properly surrendered in exchange for the new notes in the exchange offer. As a result, the issuance of the new notes will not result in any increase or decrease in our outstanding indebtedness.

RATIO OF EARNINGS TO FIXED CHARGES

Our ratios of earnings to fixed charges for the five fiscal years ended December 31, 2013 and the three months ended March 31, 2014 are set forth below(1).

	Three Months Ended March 31,		Year Ended December 31,					
	Pro forma 2014	2014	Pro forma 2013	2013	2012	2011	2010	2009
Ratio of earnings to fixed charges(1)	2.5x(2)	2.9x	4.0x(2)	8.1x	10.4x	12.5x	10.9	9.5x

(1) For purposes of computing these ratios, “earnings” represent income from continuing operations before income taxes plus fixed charges and amortization of capitalized interest, less capitalized interest. “Fixed charges” consist of interest expense, including capitalized interest, amortization of capitalized interest and one-third (the portion deemed representative of the interest factor) of rental expense on operating leases.

(2) Because the net proceeds of the offering of the old notes were used to repay indebtedness and because the interest on the old notes is higher than the interest on the repaid indebtedness, our ratio of earnings to fixed charges changed by 10% or more.

SELECTED FINANCIAL AND OTHER DATA

The following table sets forth selected consolidated financial information and other data as of and for each of the three months ended March 31, 2014 and March 31, 2013 and as of and for each of the years in the five-year period ended December 31, 2013. The selected consolidated income statement data and statement of cash flows data for the years ended December 31, 2013, 2012 and 2011 and the selected consolidated balance sheet data as of December 31, 2013 and 2012 have been derived from, and are qualified by reference to, our consolidated financial statements included in our Annual Report on Form 10-K for the year ended December 31, 2013 and our Current Report on Form 8-K filed on June 27, 2014 and incorporated by reference in this prospectus. The selected consolidated income statement data and statement of cash flows data for the years ended December 31, 2010 and 2009 and the selected consolidated balance sheet data as of December 31, 2011, 2010 and 2009 have been derived from our consolidated financial statements that are not included or incorporated by reference in this prospectus. The selected consolidated financial information as of and for each of the three months ended March 31, 2014 and 2013 is derived from our unaudited condensed consolidated financial statements included in our Quarterly Report on Form 10-Q for the quarter ended March 31, 2014 and our Current Report on Form 8-K filed on June 27, 2014 and incorporated by reference in this prospectus.

The unaudited consolidated financial information includes all adjustments which we consider necessary for a fair statement of our financial position and results of operations for those periods. The results for the three months ended March 31, 2014 are not necessarily indicative of the results that might be expected for the entire year ending December 31, 2014 or any other period. The consolidated financial information set forth below should be read in conjunction with our consolidated financial statements, related notes and other financial and operating information incorporated by reference in this prospectus.

	Three Months Ended March 31,		Year Ended December 31,				
	2014	2013	2013	2012	2011	2010	2009
	(in thousands, except ratios and certain operating data)						
Income Statement Data:							
Revenue:							
Retail merchandise sales	$ 98,708	$ 81,770	$ 367,187	$ 287,456	$ 236,797	$ 188,536	$ 150,942
Pawn loan fees	47,638	43,151	181,555	152,237	122,320	102,145	80,805
Consumer loan and credit fees	9,784	11,767	43,781	48,692	46,876	44,919	38,567
Wholesale scrap jewelry revenue	13,647	23,224	68,325	103,706	108,004	81,357	78,548
Total revenue	169,777	159,912	660,848	592,091	513,997	416,957	348,862
Cost of revenue:							
Cost of retail merchandise sold	60,490	48,039	221,361	167,144	142,106	109,149	87,080
Consumer loan and credit services loss provision	1,743	2,109	11,368	12,556	11,331	12,523	11,239
Cost of wholesale scrap jewelry sold	11,088	18,504	58,545	76,853	71,305	52,886	51,008
Total cost of revenue	73,321	68,652	291,274	256,553	224,742	174,558	149,327
Net revenue	96,456	91,260	369,574	335,538	289,255	242,399	199,535
Expenses and other income:							
Store operating expenses	48,492	42,805	181,321	148,879	126,107	112,398	94,961
Administrative expenses	13,329	13,092	49,530	50,211	45,259	40,195	33,769
Depreciation and amortization	4,272	3,625	15,361	12,939	10,944	10,341	9,862
Interest expense, net	1,355	572	3,170	1,272	(142)	294	698
Total expenses and other income	67,448	60,094	249,382	213,301	182,168	163,228	139,290
Income from continuing operations before income tax	29,008	31,166	120,192	122,237	107,087	79,171	60,245
Provision for income taxes	6,054	10,986	35,713	41,375	36,950	28,364	22,554
Income from continuing operations	22,954	20,180	84,479	80,862	70,137	50,807	37,691
Income (loss) from discontinued operations, net of tax	(272)	84	(633)	(503)	7,645	6,851	12,073
Net income	$ 22,682	$ 20,264	$ 83,846	$ 80,359	$ 77,782	$ 57,658	$ 49,764

	Three Months Ended March 31,		Year Ended December 31,				
	2014	2013	2013	2012	2011	2010	2009
	(in thousands, except ratios and certain operating data)						
Balance Sheet Data (end of period):							
Net working capital	$ 265,978	$ 199,299	$ 241,461	$ 210,280	$ 175,073	$ 170,376	$ 101,295
Total assets	687,189	505,732	658,973	506,692	357,096	342,446	256,285
Long-term liabilities	209,292	76,686	195,853	124,126	6,319	9,820	8,555
Total liabilities	249,853	110,753	244,614	155,276	41,724	44,442	43,846
Stockholders' equity	437,336	394,979	414,359	352,416	315,372	298,004	212,439
Statement of Cash Flows Data:							
Net cash flows provided by (used in):							
Operating activities	$ 25,594	$ 25,194	$ 106,718	$ 88,792	$ 80,375	$ 73,645	$ 85,213
Investing activities	(4,790)	(3,036)	(140,726)	(159,904)	(22,104)	(47,696)	(17,633)
Financing activities	3,739	(35,652)	54,644	49,525	(52,593)	13,649	(71,322)
Other Financial Data(1):							
EBITDA from continuing operations	$ 34,635	$ 35,363	$ 138,723	$ 136,448	$ 117,889	$ 89,806	$ 70,805
Free cash flow	37,041	33,034	79,635	49,626	46,193	31,612	56,873
Ratio of earnings to fixed charges (end of period)(2)	2.9x	9.0x	8.1x	10.4x	12.5x	10.9x	9.5x
Location Counts(end of period)(3):							
Pawn stores	830	737	821	715	570	488	383
Credit services/consumer loan stores	85	99	85	99	101	107	146
	915	836	906	814	671	595	529

(1) We use certain financial calculations such as EBITDA from continuing operations and free cash flow as factors in the measurement and evaluation of our operating performance and period-over-period growth. We derive these financial calculations on the basis of methodologies other than generally accepted accounting principles in the U.S. ("GAAP"), primarily by excluding from a comparable GAAP measure certain items we do not consider to be representative of our actual operating performance. These financial calculations are "non-GAAP financial measures" as defined in SEC rules. We use these financial calculations in operating our business because we believe they are less susceptible to variances in actual operating performance that can result from the excluded items and other infrequent charges. We present these financial measures to investors because we believe they are useful to investors in evaluating the primary factors that drive our operating performance and because we believe they provide greater transparency into our results of operations. However, items that are excluded and other adjustments and assumptions that are made in calculating EBITDA from continuing operations and free cash flow are significant components in understanding and assessing our financial performance. These non-GAAP financial measures should be evaluated in conjunction with, and are not a substitute for, our GAAP financial measures. Further, because these non-GAAP financial measures are not determined in accordance with GAAP and are thus susceptible to varying calculations, EBITDA from continuing operations and free cash flow as presented may not be comparable to other similarly titled measures of other companies.

Earnings from Continuing Operations Before Interest, Taxes, Depreciation and Amortization

We define EBITDA from continuing operations as net income (loss) before income (loss) from discontinued operations net of tax, incomes taxes, depreciation and amortization, interest expense and interest income. EBITDA from continuing operations is commonly used by investors to assess a company's leverage capacity, liquidity and financial performance. However, EBITDA from continuing operations has limitations as an analytical tool and should not be considered in isolation or as a substitute for net income (loss) or other statement of income data prepared in accordance with GAAP. The following table provides a reconciliation of net income to EBITDA from continuing operations (unaudited, in thousands):

	Trailing Twelve Months Ended March 31,		Year Ended December 31,				
	2014	2013	2013	2012	2011	2010	2009
Net income	$ 86,264	$ 83,111	$ 83,846	$ 80,359	$ 77,782	$57,658	$ 49,764
Loss (gain) from discontinued operations, net of tax	989	556	633	503	(7,645)	(6,851)	(12,073)
Income from continuing operations	87,253	83,667	84,479	80,862	70,137	50,807	37,691
Adjustments:							
Income taxes	30,781	43,211	35,713	41,375	36,950	28,364	22,554
Depreciation and amortization	16,008	13,544	15,361	12,939	10,944	10,341	9,862
Interest expense	4,209	2,130	3,492	1,488	135	391	765
Interest income	(256)	(282)	(322)	(216)	(277)	(97)	(67)
Earnings from continuing operations before interest, taxes, depreciation and amortization	$137,995	$142,270	$138,723	$136,448	$117,889	$89,806	$ 70,805

Free Cash Flow

For purposes of our internal liquidity assessments, we consider free cash flow, which is defined as cash flow from the operating activities of continuing and discontinued operations reduced by purchases of property and equipment and net cash outflow from loan receivables. Free cash flow is commonly used by investors as a measure of cash generated by business operations that will be used to repay scheduled debt maturities and can be used to invest in future growth through new business development activities or acquisitions, repurchase stock, or repay debt obligations prior to their maturities. These metrics can also be used to evaluate our ability to generate cash flow from business operations and the impact that this cash flow has on our liquidity. However, free cash flow has limitations as an analytical tool and should not be considered in isolation or as a substitute for cash flow from operating activities, including discontinued operations, or other income statement data prepared in accordance with GAAP. The following table provides a reconciliation of "cash flow from operating activities" to "free cash flow" (unaudited, in thousands):

	Trailing Twelve Months Ended March 31,		Year Ended December 31,				
	2014	2013	2013	2012	2011	2010	2009
Cash flow from operating activities, including discontinued operations	$107,118	$ 84,885	$106,718	$ 88,792	$ 80,375	$ 73,645	$ 85,213
Cash flow from investing activities:							
Loan receivables	2,226	(12,357)	(411)	(17,325)	(5,208)	(23,648)	(12,964)
Purchases of property and equipment	(27,642)	(22,319)	(26,672)	(21,841)	(28,974)	(18,385)	(15,376)
Free cash flow	$ 81,702	$ 50,209	$ 79,635	$ 49,626	$ 46,193	$ 31,612	$ 56,873

(2) The pro forma ratios of earnings to fixed charges for the three months ended March 31, 2014 and the year ended December 31, 2013 were 2.5x and 4.0x, respectively.

(3) Includes locations where consumer loans are provided through our credit services organization program and excludes check cashing and consumer loan kiosks of a discontinued joint venture.

THE EXCHANGE OFFER

Terms of the Exchange Offer; Period for Tendering Old Notes

Subject to terms and conditions detailed in this prospectus, we will accept for exchange old notes which are properly tendered on or prior to the expiration date and not withdrawn as permitted below. As used herein, the term "expiration date" means 5:00 p.m., New York City time, on , 2014. We may, however, in our sole discretion, extend the period of time during which any exchange offer is open. The term "expiration date" means the latest time and date to which such exchange offer is extended.

As of the date of this prospectus, $200.0 million aggregate principal amount of old notes are outstanding.

We expressly reserve the right, at any time, to extend the period of time during which the exchange offer is open, and to delay acceptance for exchange of any old notes, by giving oral or written notice of such extension to the holders thereof as described below. During any such extension, all old notes previously tendered will remain subject to that exchange offer and may be accepted for exchange by us. Any old notes not accepted for exchange for any reason will be returned without expense to the tendering holder promptly after the expiration or termination of that exchange offer.

Old notes tendered in the exchange offer must be in denominations of principal amount of $2,000 and integral multiples of $1,000 in excess of $2,000.

We expressly reserve the right to amend or terminate the exchange offer, and not to accept for exchange any old notes, in our sole judgment upon the occurrence of any of the events specified under "—Conditions to the Exchange Offer." We will give prompt oral or written notice of any extension, amendment, non-acceptance or termination to the holders of the old notes. Such notice, in the case of any extension, will be issued by means of a press release or other public announcement no later than 9:00 a.m., New York City time, on the next business day after the previously scheduled expiration date.

Exchange Offer Procedures

The tender to us of old notes by you as set forth below and our acceptance of the old notes will constitute a binding agreement between us and you upon the terms and subject to the conditions set forth in this prospectus and in the accompanying letter of transmittal. Except as set forth below, to tender old notes for exchange pursuant to the exchange offer, you must transmit a properly completed and duly executed letter of transmittal, including all other documents required by such letter of transmittal or, in the case of a book-entry transfer, an agent's message in lieu of such letter of transmittal, to BOKF, NA dba Bank of Texas, as exchange agent, at the address set forth below under "—Exchange Agent" on or prior to the expiration date. In addition, either:

- certificates for such old notes must be received by the exchange agent along with the letter of transmittal; or
- a timely confirmation of a book-entry transfer, which we refer to as a book-entry confirmation, of such old notes, if such procedure is available, into the exchange agent's account at DTC pursuant to the procedure for book-entry transfer must be received by the exchange agent, prior to the expiration date, with the letter of transmittal or an agent's message in lieu of such letter of transmittal.

The term "agent's message" means a message, transmitted by DTC to and received by the exchange agent and forming a part of a book-entry confirmation, which states that DTC has received an express acknowledgment from the tendering participant stating that such participant has received and agrees to be bound by the letter of transmittal and that we may enforce such letter of transmittal against such participant. The method of delivery of old notes, letters of transmittal and all other required documents is at your election and risk. If such delivery is by mail, it is recommended that you use registered mail, properly insured, with return receipt requested. In all cases,

you should allow sufficient time to assure timely delivery. No letter of transmittal or old notes should be sent to us.

Signatures on a letter of transmittal or a notice of withdrawal, as the case may be, must be guaranteed unless the old notes surrendered for exchange are tendered:

- by a holder of the old notes who has not completed the box entitled “Special Issuance Instructions” or “Special Delivery Instructions” on the letter of transmittal, or
- for the account of an eligible institution (as defined below).

In the event that signatures on a letter of transmittal or a notice of withdrawal are required to be guaranteed, such guarantees must be by a firm which is a member of the Securities Transfer Agent Medallion Program, the Stock Exchanges Medallion Program or the New York Stock Exchange Medallion Program (each such entity being hereinafter referred to as an eligible institution). If old notes are registered in the name of a person other than the signer of the letter of transmittal, the old notes surrendered for exchange must be endorsed by the registered holder or holders, or be accompanied by a written instrument or instruments of transfer or exchange, in satisfactory form as we or the exchange agent determine in our sole discretion, duly executed by the registered holder or holders, with the signature(s) thereon guaranteed by an eligible institution.

We or the exchange agent in our or its sole discretion will make a final and binding determination on all questions as to the validity, form, eligibility (including time of receipt) and acceptance of old notes tendered for exchange. We reserve the absolute right to reject any and all tenders of any particular old note not properly tendered or to not accept any particular old note which acceptance might, in our judgment or our counsel’s, be unlawful. We also reserve the absolute right to waive any defects or irregularities or conditions of the exchange offer as to any particular old note either before or after the expiration date (including the right to waive the ineligibility of any holder who seeks to tender old notes in the exchange offer). Our or the exchange agent’s interpretation of the terms and conditions of the exchange offer as to any particular old note either before or after the expiration date (including the letter of transmittal and the instructions thereto) will be final and binding on all parties. Unless waived, any defects or irregularities in connection with tenders of old notes for exchange must be cured within a reasonable period of time, as we determine. We are not, nor is the exchange agent or any other person, under any duty to notify you of any defect or irregularity with respect to your tender of old notes for exchange, and no one will be liable for failing to provide such notification.

If the letter of transmittal is signed by a person or persons other than the registered holder or holders of old notes, such old notes must be endorsed or accompanied by powers of attorney signed exactly as the name(s) of the registered holder(s) that appear on the old notes and the signatures must be guaranteed by an eligible institution.

If the letter of transmittal or any old notes or powers of attorney are signed by trustees, executors, administrators, guardians, attorneys-in-fact, officers of corporations or others acting in a fiduciary or representative capacity, such persons should so indicate when signing. Unless waived by us or the exchange agent, proper evidence satisfactory to us of their authority to so act must be submitted with the letter of transmittal.

By tendering old notes, you represent to us, among other things, that you are not our “affiliate,” as defined under Rule 405 under the Securities Act, that the new notes acquired pursuant to the exchange offer are being obtained in the ordinary course of business of the person receiving such new notes, whether or not such person is the holder, that neither the holder nor such other person has any arrangement or understanding with any person to participate in the distribution of the new notes, and that you are not holding old notes that have, or are reasonably likely to have, the status of an unsold allotment in the initial offering. In the case of a holder that is not a broker-dealer, that holder, by tendering, will also represent to us that the holder is not engaged in, and does not intend to engage in, a distribution of the new notes. However, any purchaser of old notes who is our affiliate who intends to participate in the exchange offer for the purpose of distributing the new notes or a broker-dealer that acquired

old notes in a transaction other than as part of its trading or market-making activities and who has arranged or has an understanding with any person to participate in the distribution of the old notes:

- cannot rely on the applicable interpretations of the staff of the SEC;
- will not be entitled to participate in the exchange offer; and
- must comply with the registration and prospectus delivery requirements of the Securities Act in connection with any resale transaction.

Each broker-dealer that receives new notes for its own account in exchange for old notes, where such old notes were acquired by such broker-dealer as a result of market-making activities or other trading activities, must acknowledge that it will deliver a prospectus in connection with any resale of such new notes. See “Plan of Distribution.” The letter of transmittal states that by so acknowledging 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.

If the old notes are assets of (i) an “employee benefit plan” as defined in Section 3(3) of Employee Retirement Income Security Act of 1974, as amended (“ERISA”), that is subject to Title I of ERISA, (ii) a “plan” as defined in and subject to Section 4975 of the Internal Revenue Code of 1986, as amended (the “Code”), (iii) a “governmental plan” as defined in Section 3(32) of ERISA or any other plan that is subject to a law substantially similar to Title I of ERISA or Section 4975 of the Code or (iv) an entity deemed to hold plan assets of any of the foregoing, you represent and warrant to us that the exchange of the old notes and the acquisition, holding and disposition of the new notes will not result in a non-exempt prohibited transaction under ERISA or Section 4975 of the Code or a violation of any substantially similar applicable law.

Acceptance of Old Notes for Exchange; Delivery of New Notes

Upon satisfaction or waiver of all of the conditions to the exchange offer, we will accept, promptly after the expiration date, all old notes properly tendered and will issue the new notes promptly after acceptance of the old notes. See “—Conditions to the Exchange Offer.” For purposes of the exchange offer, we will be deemed to have accepted properly tendered old notes for exchange if and when we give oral (confirmed in writing) or written notice to the exchange agent.

The holder of each old note accepted for exchange will receive a new note in the amount equal to the surrendered old note. Holders of new notes on the relevant record date for the first interest payment date following the consummation of the exchange offer will receive interest accruing from the most recent date to which interest has been paid on the old notes. Holders of new notes will not receive any payment in respect of accrued interest on old notes otherwise payable on any interest payment date, the record date for which occurs on or prior to the consummation of the exchange offer.

In all cases, issuance of new notes for old notes that are accepted for exchange will be made only after timely receipt by the exchange agent of:

- certificates for such old notes or a timely book-entry confirmation of such old notes into the exchange agent’s account at DTC;
- a properly completed and duly executed letter of transmittal or an agent’s message in lieu thereof; and
- all other required documents.

If any tendered old notes are not accepted for any reason set forth in the terms and conditions of the exchange offer or if old notes are submitted for a greater principal amount than the holder desires to exchange, such unaccepted or non-exchanged old notes will be returned without expense to the tendering holder (or, in the

case of old notes tendered by book entry transfer into the exchange agent's account at DTC pursuant to the book-entry procedures described below, such non-exchanged old notes will be credited to an account maintained with DTC promptly after the expiration or termination of that exchange offer).

Book-Entry Transfers

For purposes of each exchange offer, the exchange agent will request that an account be established with respect to the old notes at DTC within two business days after the date of this prospectus, unless the exchange agent has already established an account with DTC suitable for that exchange offer. Any financial institution that is a participant in DTC may make book-entry delivery of old notes by causing DTC to transfer such old notes into the exchange agent's account at DTC in accordance with DTC's procedures for transfer. Although delivery of old notes may be effected through book-entry transfer at DTC, the letter of transmittal or facsimile thereof or an agent's message in lieu thereof, with any required signature guarantees and any other required documents, must, in any case, be transmitted to and received by the exchange agent at one of the addresses set forth under "—Exchange Agent" on or prior to the expiration date.

Withdrawal Rights

You may withdraw your tender of old notes at any time prior to the expiration date. To be effective, a written notice of withdrawal must be received by the exchange agent at one of the addresses set forth under "—Exchange Agent." This notice must specify:

- the name of the person having tendered the old notes to be withdrawn;
- the old notes to be withdrawn (including the principal amount of such old notes); and
- where certificates for old notes have been transmitted, the name in which such old notes are registered, if different from that of the withdrawing holder.

If certificates for old notes have been delivered or otherwise identified to the exchange agent, then, prior to the release of such certificates, the withdrawing holder must also submit the serial numbers of the particular certificates to be withdrawn and a signed notice of withdrawal with signatures guaranteed by an eligible institution, unless such holder is an eligible institution. If old notes have been tendered pursuant to the procedure for book-entry transfer described above, any notice of withdrawal must specify the name and number of the account at DTC to be credited with the withdrawn old notes and otherwise comply with the procedures of DTC.

We or the exchange agent will make a final and binding determination on all questions as to the validity, form and eligibility (including time of receipt) of such notices. Any old notes so withdrawn will be deemed not to have been validly tendered for exchange for purposes of the exchange offer for the notes. Any old notes tendered for exchange but not exchanged for any reason will be returned to the holder without cost to such holder (or, in the case of old notes tendered by book-entry transfer into the exchange agent's account at DTC pursuant to the book-entry transfer procedures described above, such old notes will be credited to an account maintained with DTC for the old notes as soon as practicable after withdrawal, rejection of tender or termination of that exchange offer). Properly withdrawn old notes may be retendered by following one of the procedures described under "—Exchange Offer Procedures" above at any time on or prior to the expiration date.

Conditions to the Exchange Offer

Notwithstanding any other provision of the exchange offer, we are not required to accept for exchange, or to issue new notes in exchange for, any old notes and may terminate or amend the exchange offer, if any of the following events occur prior to acceptance of such old notes:

(1) the exchange offer violates any applicable law or applicable interpretation of the staff of the SEC;

(2) there is threatened, instituted or pending any action or proceeding before, or any injunction, order or decree has been issued by, any court or governmental agency or other governmental regulatory or administrative agency or commission,

- seeking to restrain or prohibit the making or consummation of the exchange offer or any other transaction contemplated by the exchange offer, or assessing or seeking any damages as a result thereof, or
- resulting in a material delay in our ability to accept for exchange or exchange some or all of the old notes pursuant to the exchange offer;

(3) any statute, rule, regulation, order or injunction has been sought, proposed, introduced, enacted, promulgated or deemed applicable to the exchange offer or any of the transactions contemplated by the exchange offer by any government or governmental authority, domestic or foreign, or any action has been taken, proposed or threatened, by any government, governmental authority, agency or court, domestic or foreign, that in our sole judgment might, directly or indirectly, result in any of the consequences referred to in clauses (1) or (2) above or, in our reasonable judgment, might result in the holders of new notes having obligations with respect to resales and transfers of new notes which are greater than those described in the interpretation of the SEC referred to on the cover page of this prospectus, or would otherwise make it inadvisable to proceed with the exchange offer; or

(4) there has occurred:

- any general suspension of or general limitation on prices for, or trading in, our securities on any national securities exchange or in the over-the-counter market,
- any limitation by a governmental agency or authority which may adversely affect our ability to complete the transactions contemplated by the exchange offer,
- a declaration of a banking moratorium or any suspension of payments in respect of banks in the United States or any limitation by any governmental agency or authority which adversely affects the extension of credit, or
- a commencement of a war, armed hostilities or other similar international calamity directly or indirectly involving the United States, or, in the case of any of the foregoing existing at the time of the commencement of the exchange offer, a material acceleration or worsening thereof;

which in our reasonable judgment in any case, and regardless of the circumstances (including any action by us) giving rise to any such condition, makes it inadvisable to proceed with the exchange offer and/or with such acceptance for exchange or with such exchange.

The foregoing conditions are for our sole benefit and may be asserted by us regardless of the circumstances giving rise to any condition or may be waived by us in whole or in part at any time in our reasonable discretion. Our failure at any time to exercise any of the foregoing rights will not be deemed a waiver of any such right, and each such right will be deemed an ongoing right which may be asserted at any time.

In addition, we will not accept for exchange any old notes tendered, and no new notes will be issued in exchange for any such old notes, if at such time any stop order is threatened or in effect with respect to the registration statement of which this prospectus constitutes a part or the qualification of the indenture under the Trust Indenture Act.

Exchange Agent

We have appointed BOKF, NA dba Bank of Texas as the exchange agent for the exchange offer. All executed letters of transmittal should be directed to the exchange agent at the addresses set forth below.

Questions and requests for assistance and requests for additional copies of this prospectus or of the letter of transmittal should be directed to the exchange agent addressed as follows:

By Regular, Registered or Certified Mail, Overnight Courier, or Hand Delivery:
BOKF, NA dba Bank of Texas
c/o U.S. Bank National Association
Department: Specialized Finance
111 Fillmore Avenue
St. Paul, Minnesota 55107

By Facsimile for Eligible Institutions
651-466-7372

Confirm by Telephone:
800-934-6802

DELIVERY OF THE LETTER OF TRANSMITTAL TO AN ADDRESS OTHER THAN AS SET FORTH ABOVE OR TRANSMISSION OF SUCH LETTER OF TRANSMITTAL VIA FACSIMILE OTHER THAN AS SET FORTH ABOVE DOES NOT CONSTITUTE A VALID DELIVERY OF THE LETTER OF TRANSMITTAL.

Fees and Expenses

The principal solicitation is being made by mail by BOKF, NA dba Bank of Texas, as exchange agent. We will pay the exchange agent customary fees for its services, reimburse the exchange agent for its reasonable out-of-pocket expenses incurred in connection with the provision of these services and pay other registration expenses, including fees and expenses of the trustee under the indenture relating to the new notes, filing fees, blue sky fees and printing and distribution expenses. We will not make any payment to brokers, dealers or others soliciting acceptances of the exchange offer.

Additional solicitation may be made by telephone, facsimile or in person by our and our affiliates' officers and regular employees and by persons so engaged by the exchange agent.

Accounting Treatment

We will record the new notes at the same carrying value as the old notes, as reflected in our accounting records on the date of the exchange. Accordingly, we will not recognize any gain or loss for accounting purposes. The expenses of the exchange offer will be expensed as incurred.

Transfer Taxes

Holders who tender their old notes for new notes in the exchange will not be obligated to pay any related transfer taxes, except that holders who instruct us to register new notes in the name of, or request that old notes not tendered or not accepted in the exchange offer be returned to, a person other than the registered tendering holder will be responsible for the payment of any applicable transfer taxes.

Consequences of Exchanging or Failing to Exchange Old Notes

If you do not exchange your old notes for new notes in the exchange offer, your old notes will continue to be subject to the provisions of the indenture relating to the old notes regarding transfer and exchange of the old notes and the restrictions on transfer of the old notes described in the legend on your certificates. These transfer restrictions are required because the old notes were issued under an exemption from, or in transactions not subject to, the registration requirements of the Securities Act and applicable state securities laws. In general, the old notes may not be offered or sold unless registered under the Securities Act, except under an exemption from,

or in a transaction not subject to, the Securities Act and applicable state securities laws. We do not plan to register the old notes under the Securities Act. Based on interpretations by the staff of the SEC, as set forth in no-action letters issued to third parties, we believe that the new notes you receive in the exchange offer may be offered for resale, resold or otherwise transferred without compliance with the registration and prospectus delivery provisions of the Securities Act. However, you will not be able to freely transfer the new notes, and, to the extent described below, you will not be entitled to participate in the exchange offer if:

- you are not acquiring the new notes in the exchange offer in the ordinary course of your business;
- you have engaged in, intend to engage in or have an arrangement or understanding with any person to participate in the distribution, as defined in the Securities Act, of the new notes you will receive in the exchange offer;
- you are our "affiliate," as defined in Rule 405 under the Securities Act; or
- you are a broker-dealer tendering old notes acquired directly from us for your account.

We do not intend to request the SEC to consider the exchange offer in the context of a no-action letter. As a result, we cannot guarantee that the staff of the SEC would make a similar determination with respect to the exchange offer as in the circumstances described in the no action letters discussed above. Each holder, other than a broker-dealer, must acknowledge that it is not engaged in, and does not intend to engage in, a distribution of new notes and has no arrangement or understanding to participate in a distribution of new notes. If you are our affiliate, are engaged in or intend to engage in a distribution of the new notes or have any arrangement or understanding with respect to the distribution of the new notes you will receive in the exchange offer, you may not rely on the applicable interpretations of the staff of the SEC, you will not be entitled to participate in that exchange offer and you must comply with the registration and prospectus delivery requirements of the Securities Act in connection with any resale transaction. If you are a participating broker-dealer, you must acknowledge that you will deliver a prospectus in connection with any resale of the new notes. In addition, to comply with state securities laws, you may not offer or sell the new notes in any state unless they have been registered or qualified for sale in that state or an exemption from registration or qualification is available and is complied with. The offer and sale of the new notes to "qualified institutional buyers" (as defined in Rule 144A of the Securities Act) is generally exempt from registration or qualification under state securities laws. We do not plan to register or qualify the sale of the new notes in any state where an exemption from registration or qualification is required and not available.

Other

Participation in the exchange offer is voluntary, and you should consider carefully whether to accept. You are urged to consult your financial and tax advisors in making your own decision on what action to take.

DESCRIPTION OF THE NEW NOTES

You can find the definitions of certain terms used in this description under the subheading "—Certain Definitions." In this description, the word "First Cash" refers only to First Cash Financial Services, Inc. and not to any of its Subsidiaries.

We issued the old notes under an indenture among us, the Guarantors and BOKF, NA dba Bank of Texas, as trustee. We will issue the new notes under the same indenture under which we issued the old notes, and the new notes will represent the same debt as the old notes for which they are exchanged.

The indenture is governed by the Trust Indenture Act of 1939, as amended (the "*Trust Indenture Act*"). The terms of the new notes will include those stated in the indenture and those made part of the indenture by reference to the Trust Indenture Act. The registration rights agreement referred to under the caption "—Registration Rights" sets forth the rights holders of the old notes have to require us to register their notes with the SEC.

The old notes that remain outstanding after the completion of the exchange offer, together with the new notes, will be created as a single class of securities under the indenture. Otherwise unqualified references herein to "notes" shall, unless the context requires otherwise, include the old notes and the new notes, and all references to specified percentages in aggregate principal amount of the notes shall be deemed to mean, at any time after the exchange offer is completed, such percentage in aggregate principal amount of the old notes and the new notes then outstanding.

The terms of the new notes will be substantially identical to the terms of the old notes, except that the new notes:

- will have been registered under the Securities Act;
- will not be subject to transfer restrictions applicable to the old notes; and
- will not have the benefit of the registration rights agreement applicable to the old notes, including provisions for payment of special interest.

The following description is a summary of the material provisions of the indenture and the registration rights agreement. It does not restate those agreements in their entirety. We urge you to read the indenture and the registration rights agreement because they, and not this description, define your rights as holders of the notes. Copies of the indenture and the registration rights agreement are available as set forth below under "—Additional Information." Certain defined terms used in this description but not defined below under "—Certain Definitions" have the meanings assigned to them in the indenture and the registration rights agreement.

The registered holder of a note will be treated as the owner of it for all purposes. Only registered holders will have rights under the indenture, and all references to "holders" in this description are to registered holders of notes.

Brief Description of the New Notes and the Note Guarantees

The Notes

The old notes were issued on March 24, 2014 in an aggregate principal amount of $200.0 million. The new notes will be:

- general unsecured obligations of First Cash;
- *pari passu* in right of payment with all existing and future unsecured senior Indebtedness of First Cash, including any old notes that are not exchanged for new notes;

- senior in right of payment to all existing and future subordinated Indebtedness of First Cash;
- effectively subordinated to all existing and future secured Indebtedness of First Cash to the extent of the value of the collateral securing such indebtedness, including the limited pledge of the stock of certain of First Cash's non-U.S. Subsidiaries in favor of the lenders under the Credit Agreement;
- structurally subordinated to all the obligations of any existing and future Subsidiaries of First Cash and the Guarantors that are not guarantors of the notes; and
- unconditionally guaranteed by the Guarantors.

See "Risk Factors—Risks Related to the Notes—The notes will be unsecured obligations and will be effectively subordinated our and our guarantors' secured indebtedness to the extent of the value of the collateral securing such indebtedness" and "—The notes will be structurally subordinated to all indebtedness of those of our existing or future subsidiaries that are not, or do not become, guarantors of the notes, including all of our foreign subsidiaries."

The Note Guarantees

The old notes are, and the new notes will be, guaranteed by all of First Cash's Domestic Subsidiaries that guarantee the Credit Agreement.

Each guarantee of the new notes will be:

- a general unsecured obligation of the Guarantor;
- *pari passu* in right of payment with all existing and future unsecured senior Indebtedness of that Guarantor;
- senior in right of payment to all existing and future subordinated Indebtedness of that Guarantor; and
- effectively subordinated to all existing and future secured Indebtedness of that Guarantor to the extent of the value of the collateral securing such indebtedness.

Not all of our Subsidiaries guarantee the old notes nor will all of our Subsidiaries guarantee the new notes. In the event of a bankruptcy, liquidation or reorganization of any of these non-guarantor Subsidiaries, the non-guarantor Subsidiaries will pay the holders of their debt and their trade creditors before they will be able to distribute any of their assets to us. For the year ended December 31, 2013, our non-guarantor Subsidiaries represented approximately 59% of total revenue, 54% of store level operating income from continuing operations before administrative expenses and taxes and 54% of store level EBITDA from continuing operations before administrative expenses. In addition, as of December 31, 2013, our non-guarantor Subsidiaries held approximately 53% of store level current assets (cash in stores, customer receivables, accrued interest and inventories). As of December 31, 2013, our non-guarantor Subsidiaries had no material third-party liabilities.

As of the date of the indenture and the date hereof, all of our Subsidiaries are "Restricted Subsidiaries." However, under the circumstances described below under the caption "—Certain Covenants—Designation of Restricted and Unrestricted Subsidiaries," we are permitted to designate certain of our Subsidiaries as "Unrestricted Subsidiaries." Our Unrestricted Subsidiaries will not be subject to many of the restrictive covenants in the indenture. Our Unrestricted Subsidiaries will not guarantee the new notes.

Principal, Maturity and Interest

Immediately following the completion of the exchange offer, we will have outstanding $200.0 million in aggregate principal amount of notes. We may issue additional notes under the indenture from time to time in the

future. Any issuance of additional notes is subject to all of the covenants in the indenture, including the covenant described below under the caption "—Certain Covenants—Incurrence of Indebtedness and Issuance of Preferred Stock." The $200.0 million aggregate principal amount of notes and any additional notes subsequently issued under the indenture will be treated as a single class for all purposes under the indenture, including, without limitation, waivers, amendments, redemptions and offers to purchase.

Interest on the notes accrues at the rate of 6.75% per annum and is payable semi-annually in arrears on April 1 and October 1, commencing on October 1, 2014. In addition, Special Interest may accrue on the old notes in the circumstances described below under "Registration Rights; Special Interest." Interest on overdue principal, interest and Special Interest, if any, will accrue at a rate that is 1.0% higher than the then applicable interest rate on the notes. First Cash will make each interest payment to the holders of record on the immediately preceding March 15 and September 15.

Interest on the old notes began to accrue, and interest on the new notes will be deemed to have begun accruing, from the date of original issuance of the old notes, or, if interest has already been paid, from the date it was most recently paid. Interest will be computed on the basis of a 360-day year comprised of twelve 30-day months.

The notes will mature on April 1, 2021.

First Cash will issue the new notes in denominations of $2,000 and integral multiples of $1,000 in excess of $2,000.

Methods of Receiving Payments on the Notes

If a holder of notes has given wire transfer instructions to First Cash, First Cash will pay all principal of, premium on, if any, interest and Special Interest, if any, on, that holder's notes in accordance with those instructions. All other payments on the notes will be made at the office or agency of the paying agent and registrar, which, initially, will be the corporate trust office of the trustee or an agent thereof as described under "Same Day Settlement and Payment," unless First Cash elects to make interest payments by check mailed to the noteholders at their address set forth in the register of holders.

Paying Agent and Registrar for the Notes

The trustee currently acts as paying agent and registrar. First Cash may change the paying agent or registrar without prior notice to the holders of the notes, and First Cash or any of its Subsidiaries may act as paying agent or registrar.

Transfer and Exchange

A holder may transfer or exchange notes in accordance with the provisions of the indenture. The registrar and the trustee may require a holder, among other things, to furnish appropriate endorsements and transfer documents in connection with a transfer of notes. Holders will be required to pay all taxes due on transfer. First Cash will not be required to transfer or exchange any note selected for redemption. Also, First Cash will not be required to transfer or exchange any note for a period of 15 days before a selection of notes to be redeemed.

Note Guarantees

The old notes are, and the new notes will be, guaranteed by each of First Cash's current and future Domestic Subsidiaries that guarantee the Credit Agreement. These Note Guarantees will be joint and several obligations of the Guarantors. The obligations of each Guarantor under its Note Guarantee will be limited as necessary to prevent that Note Guarantee from constituting a fraudulent conveyance under applicable law. See "Risk Factors—Federal and state statutes allow courts, under specific circumstances, to void guarantees and require note holders to return payments received from guarantors."

A Guarantor may not sell or otherwise dispose of all or substantially all of its assets to, or consolidate with or merge with or into (whether or not such Guarantor is the surviving Person) another Person, other than First Cash or another Guarantor, unless:

(1) immediately after giving effect to such transaction, no Default or Event of Default shall have occurred and be continuing; and

(2) either:

(a) the Person acquiring the property in any such sale or disposition or the Person formed by or surviving any such consolidation or merger becomes a Guarantor under the indenture and the registration rights agreement pursuant to a supplemental indenture and a supplement to the registration rights agreement satisfactory to the trustee; or

(b) the Net Proceeds of such sale or other disposition are applied in accordance with the applicable provisions of the indenture.

The Note Guarantee of a Guarantor will automatically be released:

(1) in connection with any sale or other disposition of Capital Stock of that Guarantor by way of merger, consolidation or otherwise or any sale or other disposition of all or substantially all of the assets of that Guarantor to a Person that is not (either before or after giving effect to such transaction) First Cash or a Restricted Subsidiary of First Cash, if the sale or other disposition does not violate the "Asset Sale" provisions of the indenture and the Guarantor ceases to be a Restricted Subsidiary of First Cash as a result of the sale or other disposition;

(2) upon the release of a Guarantor's guarantee of First Cash's obligations under the Credit Agreement;

(3) if First Cash designates any Restricted Subsidiary that is a Guarantor to be an Unrestricted Subsidiary in accordance with the applicable provisions of the indenture; or

(4) upon legal defeasance, covenant defeasance or satisfaction and discharge of the indenture as provided below under the captions "—Legal Defeasance and Covenant Defeasance" and "—Satisfaction and Discharge."

See "—Repurchase at the Option of Holders—Asset Sales."

Optional Redemption

At any time prior to April 1, 2017, First Cash may on any one or more occasions redeem up to 35% of the aggregate principal amount of notes issued under the indenture, upon not less than 30 nor more than 60 days' notice, at a redemption price equal to 106.750% of the principal amount of the notes redeemed, plus accrued and unpaid interest and Special Interest, if any, to, but not including, the date of redemption (subject to the rights of holders of notes on the relevant record date to receive interest on the relevant interest payment date), in an amount not to exceed the net proceeds from an Equity Offering by First Cash; provided that:

(1) at least 65% of the aggregate principal amount of notes originally issued under the indenture (excluding notes held by First Cash and its Subsidiaries) remains outstanding immediately after the occurrence of such redemption; and

(2) the redemption occurs within 90 days of the date of the closing of such Equity Offering.

At any time prior to April 1, 2017, First Cash may on any one or more occasions redeem all or a part of the notes, upon not less than 30 nor more than 60 days' notice, at a redemption price equal to 100% of the principal amount of the notes redeemed, plus the Applicable Premium as of, and accrued and unpaid interest and Special Interest, if any, to, but not including, the date of redemption, subject to the rights of holders of notes on the relevant record date to receive interest due on the relevant interest payment date.

Except pursuant to the preceding paragraphs, the notes will not be redeemable at First Cash's option prior to April 1, 2017.

On or after April 1, 2017, First Cash may on any one or more occasions redeem all or a part of the notes, upon not less than 30 nor more than 60 days' notice, at the redemption prices (expressed as percentages of principal amount) set forth below, plus accrued and unpaid interest and Special Interest, if any, on the notes redeemed, to, but not including, the applicable date of redemption, if redeemed during the twelve-month period beginning on April 1 of the years indicated below, subject to the rights of holders of notes on the relevant record date to receive interest on the relevant interest payment date:

Year	Percentage
2017	105.063%
2018	103.375%
2019	101.688%
2020 and thereafter	100.000%

Unless First Cash defaults in the payment of the redemption price, interest will cease to accrue on the notes or portions thereof called for redemption on the applicable redemption date.

Mandatory Redemption

First Cash is not required to make mandatory redemption or sinking fund payments with respect to the notes.

Repurchase at the Option of Holders

Change of Control

If a Change of Control occurs, unless First Cash has previously or concurrently mailed or sent a redemption notice with respect to all of the outstanding notes as described under "Optional Redemption," each holder of notes will have the right to require First Cash to repurchase all or any part (equal to $2,000 or an integral multiple of $1,000 in excess thereof) of that holder's notes pursuant to a Change of Control Offer on the terms set forth in the indenture. In the Change of Control Offer, First Cash will offer a Change of Control Payment in cash equal to 101% of the aggregate principal amount of notes repurchased, plus accrued and unpaid interest and Special Interest, if any, on the notes repurchased to, but not including, the date of purchase, subject to the rights of holders of notes on the relevant record date to receive interest due on the relevant interest payment date. Within twenty days following any Change of Control, unless First Cash has previously or concurrently mailed or sent a redemption notice with respect to all of the outstanding notes as described under "Optional Redemption," First Cash will mail a notice to each holder describing the transaction or transactions that constitute the Change of Control and offering to repurchase notes on the Change of Control Payment Date specified in the notice, which date will be no earlier than 30 days and no later than 60 days from the date such notice is mailed, pursuant to the procedures required by the indenture and described in such notice. First Cash will comply with the requirements of Rule 14e-1 under the Exchange Act and any other securities laws and regulations thereunder to the extent

those laws and regulations are applicable in connection with the repurchase of the notes as a result of a Change of Control. To the extent that the provisions of any securities laws or regulations conflict with the Change of Control provisions of the indenture, First Cash will comply with the applicable securities laws and regulations and will not be deemed to have breached its obligations under the Change of Control provisions of the indenture by virtue of such compliance.

On the Change of Control Payment Date, First Cash will, to the extent lawful:

(1) accept for payment all notes or portions of notes properly tendered pursuant to the Change of Control Offer;

(2) deposit with the paying agent an amount equal to the Change of Control Payment in respect of all notes or portions of notes properly tendered; and

(3) deliver or cause to be delivered to the trustee for cancellation the notes properly accepted together with an officers' certificate stating the aggregate principal amount of notes or portions of notes being purchased by First Cash.

The paying agent will promptly mail to each holder of notes properly tendered the Change of Control Payment for such notes, and the trustee will promptly authenticate and mail (or cause to be transferred by book entry) to each holder a new note equal in principal amount to any unpurchased portion of the notes surrendered, if any. First Cash will publicly announce the results of the Change of Control Offer on or as soon as practicable after the Change of Control Payment Date.

Except as described above with respect to a Change of Control, the indenture does not contain provisions that permit the holders of the notes to require that First Cash repurchase or redeem the notes in the event of a takeover, recapitalization or similar transaction.

First Cash will not be required to make a Change of Control Offer upon a Change of Control if (1) a third party (including an affiliate of First Cash) makes the Change of Control Offer in the manner, at the times and otherwise in compliance with the requirements set forth in the indenture applicable to a Change of Control Offer made by First Cash and purchases all notes properly tendered and not withdrawn under the Change of Control Offer, or (2) notice of redemption has been given pursuant to the indenture as described above under the caption "—Optional Redemption," unless and until there is a default in payment of the applicable redemption price. Notwithstanding anything to the contrary contained in the indenture, a Change of Control Offer may be made in advance of a Change of Control, conditioned upon the consummation of such Change of Control, if a definitive agreement is in place for the Change of Control at the time the Change of Control Offer is made.

The definition of Change of Control includes a phrase relating to the direct or indirect sale, lease, transfer, conveyance or other disposition of "all or substantially all" of the properties or assets of First Cash and its Subsidiaries taken as a whole. Although there is a limited body of case law interpreting the phrase "substantially all," there is no precise established definition of the phrase under applicable law. Accordingly, the ability of a holder of notes to require First Cash to repurchase its notes as a result of a sale, lease, transfer, conveyance or other disposition of less than all of the assets of First Cash and its Subsidiaries taken as a whole to another Person or group may be uncertain.

The provisions under the indenture relative to the obligations of First Cash to make an offer to repurchase the notes as a result of a Change of Control may be waived or modified with the written consent of the holders of a majority in principal amount of the notes.

In the event that holders of not less than 90% in aggregate principal amount of the then outstanding notes accept a Change of Control Offer and First Cash (or any third party making such Change of Control Offer in lieu of First Cash as described above) purchases all of the notes held by such holders, First Cash will have the right, upon not less than 30 nor more than 60 days' prior notice, given not more than 30 days following the repurchase

pursuant to the Change of Control Offer described above, to redeem all of the notes that remain outstanding following such purchase at a redemption price equal to the Change of Control Payment plus accrued and unpaid interest and Special Interest on the notes that remain outstanding, to, but not including, the date of repurchase, subject to the rights of holders of notes on the relevant record date to receive interest due on the relevant interest payment date.

Asset Sales

First Cash will not, and will not permit any of its Restricted Subsidiaries to, consummate an Asset Sale unless:

(1) First Cash or any of its Restricted Subsidiaries receives consideration at the time of the Asset Sale at least equal to the Fair Market Value (measured as of the date of the definitive agreement with respect to such Asset Sale) of the assets or Equity Interests issued or sold or otherwise disposed of; and

(2) at least 75% of the consideration received in the Asset Sale by First Cash or such Restricted Subsidiaries is in the form of cash or Cash Equivalents. For purposes of this provision, each of the following will be deemed to be cash:

  (a) any liabilities, as shown on First Cash's most recent consolidated balance sheet, of First Cash or any Restricted Subsidiary (other than contingent liabilities and liabilities that are by their terms subordinated to the notes or any Note Guarantee) that are assumed by the transferee of any such assets pursuant to a customary novation or indemnity agreement that releases First Cash or such Restricted Subsidiary from or indemnifies against further liability;

  (b) any securities, notes or other obligations received by First Cash or any such Restricted Subsidiary from such transferee that are within 120 days of such Asset Sale, subject to ordinary settlement periods, converted by First Cash or such Restricted Subsidiary into cash or Cash Equivalents, to the extent of the cash or Cash Equivalents received in that conversion;

  (c) any stock or assets of the kind referred to in clauses (2) or (4) of the next paragraph of this covenant; and

  (d) any Designated Noncash Consideration received by the Issuer or such Restricted Subsidiary in such Asset Sale having an aggregate fair market value, taken together with all other Designated Noncash Consideration received pursuant to this clause (d) that has not previously been converted to cash not to exceed the greater of $15.0 million or 2.0% of Consolidated Total Assets at the time of receipt of such Designated Noncash Consideration.

Within 365 days after the receipt of any Net Proceeds from an Asset Sale (a binding commitment entered into within such 365 day period shall be treated as a permitted application of the Net Proceeds so long as such Net Proceeds shall be applied to satisfy such commitment within 180 days of the date of such commitment), First Cash or one or more of its Restricted Subsidiaries may apply an amount equal to the amount of such Net Proceeds:

(1) to repay Indebtedness and other Obligations under a Credit Facility and, if the Indebtedness repaid is revolving credit Indebtedness, to correspondingly reduce commitments with respect thereto;

(2) to acquire all or substantially all of the assets of, or any Capital Stock of, another Permitted Business, if, after giving effect to any such acquisition of Capital Stock, the Permitted Business is or becomes a Restricted Subsidiary of First Cash;

(3) to make one or more capital expenditures; or

(4) to acquire other assets that are not classified as current assets under GAAP and that are used or useful in a Permitted Business or replace the assets subject to this covenant;

(5) with respect to Asset Sales of assets of a Restricted Subsidiary of First Cash that is not a Guarantor, to permanently reduce Indebtedness of a Restricted Subsidiary of First Cash that is not a Guarantor (and to correspondingly reduce commitments with respect thereto), other than Indebtedness owed to First Cash or another Subsidiary of First Cash; and/ or

(6) a combination of repayment and investment permitted by the foregoing clauses (1), (2), (3), (4) and (5).

(7) Pending the final application of any Net Proceeds, First Cash or any of its Restricted Subsidiaries may temporarily reduce revolving credit borrowings or otherwise invest the Net Proceeds in any manner that is not prohibited by the indenture.

If the Net Proceeds exceed the aggregate amount within the applicable time period, such excess amount that has not been applied or invested as provided in the second paragraph of this covenant will constitute "Excess Proceeds." When the aggregate amount of Excess Proceeds exceeds $20.0 million, within twenty days thereof, First Cash will make an offer (an "Asset Sale Offer") to all holders of notes and all holders of other Indebtedness that is pari passu with the notes containing provisions similar to those set forth in the indenture with respect to offers to purchase, prepay or redeem with the proceeds of sales of assets to purchase, prepay or redeem the maximum principal amount of notes and such other pari passu Indebtedness (plus all accrued interest on the Indebtedness and the amount of all fees and expenses, including premiums, incurred in connection therewith) that may be purchased, prepaid or redeemed out of the Excess Proceeds. The offer price in any Asset Sale Offer will be equal to 100% of the principal amount, plus accrued and unpaid interest and Special Interest, if any, to, but not including, the date of purchase, prepayment or redemption, subject to the rights of holders of notes on the relevant record date to receive interest due on the relevant interest payment date, and will be payable in cash. If any Excess Proceeds remain after consummation of an Asset Sale Offer, First Cash may use those Excess Proceeds for any purpose not otherwise prohibited by the indenture. If the aggregate principal amount of notes and other pari passu Indebtedness tendered in (or required to be prepaid or redeemed in connection with) such Asset Sale Offer exceeds the amount of Excess Proceeds, the trustee will select the notes and such other pari passu Indebtedness to be purchased on a pro rata basis, based on the amounts tendered or required to be prepaid or redeemed (with such adjustments as may be deemed appropriate by First Cash so that only notes in denominations of $2,000, or an integral multiple of $1,000 in excess thereof, will be purchased). Upon completion of each Asset Sale Offer, the amount of Excess Proceeds will be reset at zero.

First Cash will comply with the requirements of Rule 14e-1 under the Exchange Act and any other securities laws and regulations thereunder to the extent those laws and regulations are applicable in connection with each repurchase of notes pursuant to a Change of Control Offer or an Asset Sale Offer. To the extent that the provisions of any securities laws or regulations conflict with the Change of Control or Asset Sale provisions of the indenture, First Cash will comply with the applicable securities laws and regulations and will not be deemed to have breached its obligations under the Change of Control or Asset Sale provisions of the indenture by virtue of such compliance.

The agreements governing First Cash's other Indebtedness contain, and future agreements may contain, prohibitions of certain events, including events that would constitute a Change of Control or an Asset Sale and including repurchases of or other prepayments in respect of the notes. The exercise by the holders of notes of their right to require First Cash to repurchase the notes upon a Change of Control or an Asset Sale could cause a default under these other agreements, even if the Change of Control or Asset Sale itself does not, due to the financial effect of such repurchases on First Cash. In the event a Change of Control or Asset Sale occurs at a time when First Cash is prohibited from purchasing notes, First Cash could seek the consent of its senior lenders to the purchase of notes or could attempt to refinance the borrowings that contain such prohibition. If First Cash does not obtain consent or repay those borrowings, First Cash will remain prohibited from purchasing notes. In that case, First Cash's failure to purchase tendered notes would constitute an Event of Default under the indenture which could, in turn, constitute a default under the other indebtedness. Finally, First Cash's ability to pay cash to the holders of notes upon a repurchase may be limited by First Cash's then existing financial resources. See "Risk Factors—We may not have the ability to raise the funds necessary to finance the change of control offer required by the indenture. The change of control put right might not be enforceable."

Selection and Notice

If less than all of the notes are to be redeemed at any time, the trustee will select notes for redemption on a pro rata basis (or, in the case of notes issued in global form as discussed under "—Book-Entry, Delivery and Form," based on a method that most nearly approximates a pro rata selection as the trustee deems fair and appropriate) unless otherwise required by law or applicable stock exchange or depositary requirements.

No notes of $2,000 or less can be redeemed in part. Notices of redemption will be mailed by first class mail (or transmitted otherwise in accordance with the procedures of DTC) by First Cash or, at the instruction of First Cash, by the trustee, at least 30 but not more than 60 days before the redemption date to each holder of notes to be redeemed at its registered address, except that redemption notices may be mailed more than 60 days prior to a redemption date if the notice is issued in connection with a defeasance of the notes or a satisfaction and discharge of the indenture. Notices of redemption may not be conditional.

If any note is to be redeemed in part only, the notice of redemption that relates to that note will state the portion of the principal amount of that note that is to be redeemed. A new note in principal amount equal to the unredeemed portion of the original note will be issued in the name of the holder of notes upon cancellation of the original note. Notes called for redemption become due on the date fixed for redemption. On and after the redemption date, interest ceases to accrue on notes or portions of notes called for redemption.

Certain Covenants

Restricted Payments

First Cash will not, and will not permit any of its Restricted Subsidiaries to, directly or indirectly:

(1) declare or pay any dividend or make any other payment or distribution on account of First Cash's or any of its Restricted Subsidiaries' Equity Interests (including, without limitation, any payment in connection with any merger or consolidation involving First Cash or any of its Restricted Subsidiaries) or to the direct or indirect holders of First Cash's or any of its Restricted Subsidiaries' Equity Interests in their capacity as such (other than dividends or distributions payable in Equity Interests (other than Disqualified Stock) of First Cash and other than dividends or distributions payable to First Cash or a Restricted Subsidiary of First Cash);

(2) purchase, redeem or otherwise acquire or retire for value (including, without limitation, in connection with any merger or consolidation involving First Cash) any Equity Interests of First Cash or any direct or indirect parent of First Cash;

(3) make any payment on or with respect to, or purchase, redeem, defease or otherwise acquire or retire for value any Indebtedness of First Cash or any Guarantor that is contractually subordinated in right of payment to the notes or to any Note Guarantee (excluding any intercompany Indebtedness between or among First Cash and any of its Restricted Subsidiaries), except a payment of interest or a payment of principal at the Stated Maturity thereof; or

(4) make any Restricted Investment (all such payments and other actions set forth in these clauses (1) through (4) above being collectively referred to as "*Restricted Payments*"),

unless, at the time of and after giving effect to such Restricted Payment:

(a) no Default or Event of Default has occurred and is continuing or would occur as a consequence of such Restricted Payment;

(b) First Cash would, at the time of such Restricted Payment and after giving pro forma effect thereto as if such Restricted Payment had been made at the beginning of the applicable four-quarter period, have been permitted to incur at least $1.00 of additional Indebtedness pursuant to the

Fixed Charge Coverage Ratio test set forth in the first paragraph of the covenant described below under the caption "—Incurrence of Indebtedness and Issuance of Preferred Stock;" and

(c) such Restricted Payment, together with the aggregate amount of all other Restricted Payments made by First Cash and its Restricted Subsidiaries since the date of the indenture (excluding Restricted Payments permitted by clauses (2), (3), (4), (5), (6), (7), (8) and (11) of the next succeeding paragraph), is less than the sum, without duplication, of:

(1) 50% of the Consolidated Net Income of First Cash for the period (taken as one accounting period) from the beginning of the first fiscal quarter commencing after the date of the indenture to the end of First Cash's most recently ended fiscal quarter for which internal financial statements are available at the time of such Restricted Payment (or, if such Consolidated Net Income for such period is a deficit, less 100% of such deficit); *plus*

(2) 100% of the aggregate net cash proceeds received by First Cash since the date of the indenture as a contribution to its common equity capital or from the issue or sale of Qualifying Equity Interests of First Cash or from the issue or sale of convertible or exchangeable Disqualified Stock of First Cash or convertible or exchangeable debt securities of First Cash, in each case that have been converted into or exchanged for Qualifying Equity Interests of First Cash (other than Qualifying Equity Interests and convertible or exchangeable Disqualified Stock or debt securities sold to a Subsidiary of First Cash); *plus*

(3) to the extent that any Restricted Investment that was made after the date of the indenture is (a) sold for cash or otherwise cancelled, liquidated or repaid for cash, or (b) made in an entity that subsequently becomes a Restricted Subsidiary of First Cash, the Fair Market Value of such Restricted Investment as of the date such entity becomes a Restricted Subsidiary (or, if less, the amount of cash received upon repayment or sale); *plus*

(4) to the extent that any Unrestricted Subsidiary of First Cash designated as such after the date of the indenture is redesignated as a Restricted Subsidiary after the date of the indenture, the Fair Market Value of First Cash's Restricted Investment in such Subsidiary as of the date of such redesignation, after deducting any Indebtedness associated with the Unrestricted Subsidiary so designated; *plus*

(5) 50% of any dividends received in cash by First Cash or a Restricted Subsidiary of First Cash that is a Guarantor after the date of the indenture from an Unrestricted Subsidiary of First Cash, to the extent that such dividends were not otherwise included in the Consolidated Net Income of First Cash for such period.

The preceding provisions will not prohibit:

(1) the payment of any dividend or the consummation of any irrevocable redemption within 60 days after the date of declaration of the dividend or giving of the redemption notice, as the case may be, if at the date of declaration or notice, the dividend or redemption payment would have complied with the provisions of the indenture;

(2) the making of any Restricted Payment in exchange for, or out of or with the net cash proceeds of the substantially concurrent sale (other than to a Subsidiary of First Cash) of, Equity Interests of First Cash (other than Disqualified Stock) or from the substantially concurrent contribution of common equity capital to First Cash; *provided* that the amount of any such net cash proceeds that are utilized for any such Restricted Payment will not be considered to be net proceeds of Qualifying Equity Interests for purposes of clause (c)(2) of the preceding paragraph and will not be considered to be net cash proceeds from an Equity Offering for purposes of the "Optional Redemption" provisions of the indenture;

(3) the payment of any dividend (or, in the case of any partnership or limited liability company, any similar distribution) by a Restricted Subsidiary of First Cash to the holders of its Equity Interests on a *pro rata* basis;

(4) the repurchase, redemption, defeasance or other acquisition or retirement for value of Indebtedness of First Cash or any Guarantor that is contractually subordinated to the notes or to any Note Guarantee in exchange for, or out of or with the net cash proceeds from a substantially concurrent incurrence of Permitted Refinancing Indebtedness;

(5) so long as no Default or Event of Default has occurred and is continuing, the repurchase, redemption or other acquisition or retirement for value of any Equity Interests of First Cash or any Restricted Subsidiary of First Cash held by any future, current or former officer, director or employee of First Cash or any of its Restricted Subsidiaries pursuant to any equity subscription agreement, stock option agreement, shareholders' agreement or similar agreement; *provided* that the aggregate price paid for all such repurchased, redeemed, acquired or retired Equity Interests may not exceed $5.0 million in any fiscal year or $10.0 million in the aggregate;

(6) the repurchase of Equity Interests deemed to occur upon the exercise of stock options, warrants or other convertible or exchangeable securities to the extent such Equity Interests represent a portion of the exercise price of those stock options, warrants or other convertible or exchangeable securities;

(7) so long as no Default or Event of Default has occurred and is continuing, the declaration and payment of regularly scheduled or accrued dividends to holders of any class or series of Disqualified Stock of First Cash or any preferred stock of any Restricted Subsidiary of First Cash issued on or after the date of the indenture in accordance with the Fixed Charge Coverage Ratio test described below under the caption "—Incurrence of Indebtedness and Issuance of Preferred Stock;"

(8) payments of cash, dividends, distributions, advances or other Restricted Payments by First Cash or any of its Restricted Subsidiaries to allow the payment of cash in lieu of the issuance of fractional shares upon (i) the exercise of options or warrants or (ii) the conversion or exchange of Capital Stock of any such Person;

(9) [Intentionally Omitted];

(10) so long as no Default or Event of Default has occurred and is continuing, other Restricted Payments in an aggregate amount not to exceed $30.0 million since the date of the indenture; and

(11) so long as no Default or Event of Default has occurred and is continuing, the repurchase, redemption or other acquisition or retirement for value of any Subordinated Indebtedness pursuant to provisions similar to those described under the captions "Repurchase at the Option of Holders—Change of Control" or "—Asset Sales"; *provided* that all notes tendered by holders in connection with a Change of Control Offer or Asset Sale Offer, as applicable, have been repurchased, redeemed or acquired for value.

The amount of all Restricted Payments (other than cash) will be the Fair Market Value on the date of the Restricted Payment of the asset(s) or securities proposed to be transferred or issued by First Cash or such Restricted Subsidiary, as the case may be, pursuant to the Restricted Payment. For purposes of this covenant, if a particular Restricted Payment involves a non-cash payment, including a distribution of assets, then such Restricted Payment shall be deemed to be an amount equal to the cash portion of such Restricted Payment, if any, plus an amount equal to the Fair Market Value of the non-cash portion of such Restricted Payment. For purposes of determining compliance with this covenant, if a Restricted Payment meets the criteria of more than one of the exceptions described in clauses (1) through (11) above, or is entitled to be made according to the first paragraph of this covenant, First Cash may, in its sole discretion, classify the Restricted Payment in any manner that complies with this covenant. If any Investment is made, which Investment constitutes a Restricted Investment when made, thereafter becomes a Permitted Investment in accordance with the indenture, such Investment shall no longer be counted as a Restricted Investment for purposes of calculating the aggregate amount of Restricted Payments pursuant to clause (c) of the first paragraph under this covenant to the extent such Investment would otherwise be so counted.

Incurrence of Indebtedness and Issuance of Preferred Stock

First Cash will not, and will not permit any of its Restricted Subsidiaries to, directly or indirectly, create, incur, issue, assume, guarantee or otherwise become directly or indirectly liable, contingently or otherwise, with respect to (collectively, "incur") any Indebtedness (including Acquired Debt), and First Cash will not issue any Disqualified Stock and will not permit any of its Restricted Subsidiaries to issue any shares of preferred stock; provided, however, that First Cash may incur Indebtedness (including Acquired Debt) or issue Disqualified Stock, and the Guarantors may incur Indebtedness (including Acquired Debt) or issue preferred stock, if the Fixed Charge Coverage Ratio for First Cash's most recently ended four full fiscal quarters for which internal financial statements are available immediately preceding the date on which such additional Indebtedness is incurred or such Disqualified Stock or such preferred stock is issued, as the case may be, would have been at least 2.0 to 1.0, determined on a pro forma basis (including a pro forma application of the net proceeds therefrom), as if the additional Indebtedness had been incurred or the Disqualified Stock or the preferred stock had been issued, as the case may be, at the beginning of such four-quarter period.

The first paragraph of this covenant will not prohibit the incurrence of any of the following items of Indebtedness (collectively, "Permitted Debt"):

(1) the incurrence by First Cash and any Guarantor of additional Indebtedness and letters of credit under Credit Facilities in an aggregate principal amount at any one time outstanding under this clause (1) (with letters of credit being deemed to have a principal amount equal to the maximum potential liability of First Cash and its Restricted Subsidiaries thereunder) not to exceed $210.0 million; *less* the aggregate amount of all repayments, optional or mandatory (including, without limitation, with proceeds from an Asset Sale), of the principal of any term Indebtedness under a Credit Facility (other than repayments that are concurrently refunded or refinanced) that have been made by First Cash or any of its Restricted Subsidiaries since the date of the indenture and *less* the aggregate amount of all commitment reductions with respect to any revolving credit borrowings under a Credit Facility that have been made by First Cash or any of its Restricted Subsidiaries since the date of the indenture;

(2) the incurrence by First Cash and its Restricted Subsidiaries of the Existing Indebtedness;

(3) the incurrence by First Cash and the Guarantors of Indebtedness represented by the notes and the related Note Guarantees that were issued on the date of the indenture and the exchange notes and the related Note Guarantees to be issued pursuant to the registration rights agreement;

(4) the incurrence by First Cash or any of its Restricted Subsidiaries of Indebtedness represented by Capital Lease Obligations (other than Deemed Capitalized Leases), mortgage financings or purchase money obligations, in each case, incurred for the purpose of financing all or any part of the purchase price or cost of design, construction, installation or improvement of property, plant or equipment used in the business of First Cash or any of its Restricted Subsidiaries, in an aggregate principal amount, including all Permitted Refinancing Indebtedness incurred to renew, refund, refinance, replace, defease or discharge any Indebtedness incurred pursuant to this clause (4), not to exceed the greater of $20.0 million or 3.0% of Consolidated Total Assets at any time outstanding;

(5) the incurrence by First Cash or any of its Restricted Subsidiaries of Permitted Refinancing Indebtedness in exchange for, or the net proceeds of which are used to renew, refund, refinance, replace, defease or discharge any Indebtedness (other than intercompany Indebtedness) that was permitted by the indenture to be incurred under the first paragraph of this covenant or clauses (2), (3), (4), (5) or (19) of this paragraph;

(6) incurrence by First Cash or any of its Restricted Subsidiaries of intercompany Indebtedness between or among First Cash and any of its Restricted Subsidiaries; *provided*, *however*, that:

(a) if:

(1) First Cash or any Guarantor is the obligor on such Indebtedness,

(2) the payee is not First Cash or a Guarantor, and

(3) such Indebtedness does not constitute a Permitted Investment under clause (1) of the definition of Permitted Investments, then such Indebtedness must be unsecured and expressly subordinated to the prior payment in full in cash of all Obligations then due with respect to the notes, in the case of First Cash, or the Note Guarantee, in the case of a Guarantor; and

(b) (1) any subsequent issuance or transfer of Equity Interests that results in any Indebtedness incurred under this clause (6) being held by a Person other than First Cash or a Restricted Subsidiary of First Cash and

(2) any sale or other transfer of any Indebtedness incurred under this clause (6) to a Person that is not either First Cash or a Restricted Subsidiary of First Cash will be deemed, in each case, to constitute an incurrence of such Indebtedness by First Cash or such Restricted Subsidiary, as the case may be, that was not permitted by this clause (6).

(7) the issuance by any of First Cash's Restricted Subsidiaries to First Cash or to any of its Restricted Subsidiaries of shares of preferred stock; *provided*, *however*, that:

(a) any subsequent issuance or transfer of Equity Interests that results in any such preferred stock being held by a Person other than First Cash or a Restricted Subsidiary of First Cash; and

(b) any sale or other transfer of any such preferred stock to a Person that is not either First Cash or a Restricted Subsidiary of First Cash, will be deemed, in each case, to constitute an issuance of such preferred stock by such Restricted Subsidiary that was not permitted by this clause (7);

(8) the incurrence by First Cash or any of its Restricted Subsidiaries of Hedging Obligations in the ordinary course of business;

(9) the guarantee by First Cash or any Restricted Subsidiary of Indebtedness of First Cash or a Restricted Subsidiary of First Cash, to the extent that the guaranteed Indebtedness was permitted to be incurred by another provision of this covenant; *provided* that, if the Indebtedness being guaranteed is subordinated to or *pari passu* with the notes, then the Guarantee must be subordinated or *pari passu*, as applicable, to the same extent as the Indebtedness guaranteed; *provided*, *further*, if the obligor on the Indebtedness being guaranteed is not First Cash or a Guarantor and such guarantee constitutes an Investment, such Indebtedness must be permitted under clause (1) of the definition of Permitted Investment;

(10) the incurrence by First Cash or any of its Restricted Subsidiaries of Indebtedness in respect of letters of credit, workers' compensation claims, self-insurance obligations, bankers' acceptances, bank guarantees, performance and surety bonds, completion guarantees, bid bonds, appeal bonds and similar obligations in the ordinary course of business;

(11) the incurrence by First Cash or any of its Restricted Subsidiaries of Indebtedness arising from the honoring by a bank or other financial institution of a check, draft or similar instrument inadvertently drawn against insufficient funds, so long as such Indebtedness is covered within five business days;

(12) the incurrence by Foreign Subsidiaries of Indebtedness in an aggregate principal amount at any time outstanding pursuant to this clause (12), including all Permitted Refinancing Indebtedness incurred to renew, refund, refinance, replace, defease or discharge any Indebtedness incurred pursuant to this clause (12), not to exceed the greater of $15.0 million or 2.0% of Consolidated Total Assets (or the equivalent thereof, measured at the time of each incurrence, in the applicable foreign currency);

(13) the incurrence by First Cash or any of its Restricted Subsidiaries of Indebtedness in respect of endorsements of negotiable instruments in the ordinary course of business;

(14) the incurrence by First Cash or any of its Restricted Subsidiaries of Indebtedness consisting of the financing of insurance premiums in the ordinary course of business;

(15) the incurrence by First Cash or any of its Restricted Subsidiaries of:

(a) Indebtedness consisting of seller financing, seller notes and other similar obligations incurred in connection with any Permitted Investment in an aggregate principal amount not exceed the greater of $15.0 million and 2% of Consolidated Total Assets at any time outstanding; or

(b) Indebtedness arising from agreements of First Cash or its Restricted Subsidiaries providing for working capital adjustments, purchase price adjustments, non-competes, consulting, deferred compensation, earn-out obligations, contingent consideration, contributions and similar obligations incurred in connection with any Permitted Investment or disposition of any business, other than guarantees of Indebtedness incurred by any Person acquiring all or any portion of such business for the purpose of financing such Permitted Investment; *provided, however,* that (1) with respect to dispositions, the maximum assumable liability in respect of all such Indebtedness shall at no time exceed the gross cash proceeds actually received by First Cash and its Restricted Subsidiaries in connection with such disposition and (2) after giving effect to the incurrence of such Indebtedness, First Cash would be permitted to incur at least $1.00 of additional Indebtedness pursuant to the Fixed Charge Coverage Ratio test set forth in the first paragraph of this covenant;

(16) Indebtedness of any Person that becomes a Restricted Subsidiary (or of any Person not previously a Restricted Subsidiary that is merged or consolidated with or into First Cash or a Restricted Subsidiary) after the date hereof as a result of an Investment permitted hereunder and all Permitted Refinancing Indebtedness thereof; *provided* that after giving effect to such Person becoming a Restricted Subsidiary (or to such merger or consolidation), First Cash would be permitted to incur at least $1.00 of additional Indebtedness pursuant to the Fixed Charge Coverage Ratio test set forth in the first paragraph of this covenant;

(17) letters of credit issued in connection with the CSO Program in an aggregate principal amount (or accreted value, as applicable) at any time outstanding not to exceed the greater of $15.0 million or 2% of Consolidated Total Assets;

(18) the incurrence by any Domestic Subsidiary of First Cash that is not a Guarantor of Indebtedness in an aggregate principal amount (or accreted value, as applicable) at any time outstanding not to exceed $1.0 million; and

(19) the incurrence by First Cash or the Guarantors of additional Indebtedness in an aggregate principal amount (or accreted value, as applicable) at any time outstanding, including all Permitted Refinancing Indebtedness incurred to renew, refund, refinance, replace, defease or discharge any Indebtedness incurred pursuant to this clause (19), not to exceed the greater of $15.0 million or 2% of Consolidated Total Assets.

First Cash will not incur, and will not permit any Guarantor to incur, any Indebtedness (including Permitted Debt) that is contractually subordinated in right of payment to any other Indebtedness of First Cash or such Guarantor unless such Indebtedness is also contractually subordinated in right of payment to the notes and the applicable Note Guarantee on substantially identical terms; *provided, however*, that no Indebtedness will be deemed to be contractually subordinated in right of payment to any other Indebtedness of First Cash solely by virtue of being unsecured or by virtue of being secured on a junior priority basis.

For purposes of determining compliance with this “Incurrence of Indebtedness and Issuance of Preferred Stock” covenant, in the event that an item of Indebtedness meets the criteria of more than one of the categories of Permitted Debt described in clauses (1) through (19) above, or is entitled to be incurred pursuant to the first paragraph of this covenant, First Cash will be permitted to classify such item of Indebtedness on the date of its incurrence, or later reclassify all or a portion of such item of Indebtedness, in any manner that complies with this covenant. Indebtedness under Credit Facilities outstanding on the date on which notes are first issued and authenticated under the indenture will initially be deemed to have been incurred on such date in reliance on the

exception provided by clause (1) of the definition of Permitted Debt. The accrual of interest or preferred stock dividends, the accretion or amortization of original issue discount, the payment of interest on any Indebtedness in the form of additional Indebtedness with the same terms, the reclassification of preferred stock as Indebtedness due to a change in accounting principles, and the payment of dividends on preferred stock or Disqualified Stock in the form of additional shares of the same class of preferred stock or Disqualified Stock will not be deemed to be an incurrence of Indebtedness or an issuance of preferred stock or Disqualified Stock for purposes of this covenant; *provided*, in each such case, that the amount thereof is included in Fixed Charges of First Cash as accrued. For purposes of determining compliance with any U.S. dollar-denominated restriction on the incurrence of Indebtedness, the U.S. dollar-equivalent principal amount of Indebtedness denominated in a foreign currency shall be utilized, calculated based on the relevant currency exchange rate in effect on the date such Indebtedness was incurred. Notwithstanding any other provision of this covenant, the maximum amount of Indebtedness that First Cash or any Restricted Subsidiary may incur pursuant to this covenant shall not be deemed to be exceeded solely as a result of fluctuations in exchange rates or currency values.

The amount of any Indebtedness outstanding as of any date will be:

(1) the accreted value of the Indebtedness, in the case of any Indebtedness issued with original issue discount;

(2) the principal amount of the Indebtedness, in the case of any other Indebtedness; and

(3) in respect of Indebtedness of another Person secured by a Lien on the assets of the specified Person, the lesser of:

  (a) the Fair Market Value of such assets at the date of determination; and

  (b) the amount of the Indebtedness of the other Person.

Liens

First Cash will not, and will not permit any of its Restricted Subsidiaries to, directly or indirectly, create, incur or assume any Lien of any kind securing Indebtedness, Attributable Debt or trade payables on any asset now owned or hereafter acquired, except Permitted Liens.

Dividend and Other Payment Restrictions Affecting Restricted Subsidiaries

First Cash will not, and will not permit any of its Restricted Subsidiaries to, directly or indirectly, create or permit to exist or become effective any consensual encumbrance or restriction on the ability of any Restricted Subsidiary to:

(1) pay dividends or make any other distributions on its Capital Stock to First Cash or any of its Restricted Subsidiaries, or with respect to any other interest or participation in, or measured by, its profits, or pay any indebtedness owed to First Cash or any of its Restricted Subsidiaries;

(2) make loans or advances to First Cash or any of its Restricted Subsidiaries; or

(3) sell, lease or transfer any of its properties or assets to First Cash or any of its Restricted Subsidiaries.

However, the preceding restrictions will not apply to encumbrances or restrictions existing under or by reason of:

(1) any agreement in existence on the date of the indenture, including agreements governing Existing Indebtedness and Credit Facilities as in effect on the date of the indenture and any amendments, restatements, modifications, renewals, supplements, refundings, replacements or refinancings of those agreements; *provided* that the amendments, restatements, modifications, renewals, supplements, refundings, replacements or refinancings are not materially more restrictive, taken as a whole, with respect to such dividend and other payment restrictions than those contained in those agreements on the date of the indenture in the good faith judgment of the Board of Directors of First Cash;

(2) the indenture, the notes and the Note Guarantees;

(3) agreements governing other Indebtedness permitted to be incurred under the provisions of the covenant described above under the caption "—Incurrence of Indebtedness and Issuance of Preferred Stock" and any amendments, restatements, modifications, renewals, supplements, refundings, replacements or refinancings of those agreements; provided that the restrictions therein are not materially more restrictive, taken as a whole, than those contained in the indenture, the notes and the Note Guarantees in the good faith judgment of the Board of Directors of First Cash;

(4) applicable law, rule, regulation or order;

(5) any instrument or agreement governing Indebtedness or Capital Stock of a Person acquired by First Cash or any of its Restricted Subsidiaries or merged with or into a Restricted Subsidiary as in effect at the time of such acquisition or merger (except to the extent such Indebtedness or Capital Stock was incurred in connection with or in contemplation of such acquisition or merger), which encumbrance or restriction is not applicable to any Person, or the properties or assets of any Person, other than the Person, or the property or assets of the Person, so acquired or merged; *provided* that, in the case of Indebtedness, such Indebtedness was permitted by the terms of the indenture to be incurred;

(6) customary non-assignment provisions and provisions restricting sub-letting or sub-licensing in contracts, leases, sub-leases, licenses and sub-licenses entered into in the ordinary course of business;

(7) purchase money obligations for property acquired in the ordinary course of business and Capital Lease Obligations that impose restrictions on the property purchased or leased of the nature described in clause (3) of the preceding paragraph;

(8) any agreement for the sale or other disposition of assets, including without limitation, a Restricted Subsidiary that restricts distributions by that Restricted Subsidiary pending such sale or other disposition;

(9) Permitted Refinancing Indebtedness; provided that the restrictions contained in the agreements governing such Permitted Refinancing Indebtedness are not materially more restrictive, taken as a whole, than those contained in the agreements governing the Indebtedness being refinanced;

(10) Liens permitted to be incurred under the provisions of the covenant described above under the caption "—Liens" that limit the right of the debtor to dispose of the assets subject to such Liens;

(11) provisions limiting the disposition or distribution of assets or property in joint venture agreements, asset sale agreements, sale-leaseback agreements, stock sale agreements and other similar agreements (including agreements entered into in connection with a Restricted Investment) in the ordinary course of business, which limitation is applicable only to the assets that are the subject of such agreements;

(12) which exists with respect to a Person that becomes a Restricted Subsidiary or merges with or into a Restricted Subsidiary of First Cash on or after the date of the indenture, which is in existence at the time such Person becomes a Restricted Subsidiary, but not created in connection with or in anticipation of such Person becoming a Restricted Subsidiary, and which is not applicable to any Person or the property or assets of any Person other than such Person or the property or assets of such Person becoming a Restricted Subsidiary; and

(13) restrictions on cash or other deposits or net worth imposed by customers under contracts entered into in the ordinary course of business.

Nothing contained in this "Limitation on Dividends and Other Payment Restrictions Affecting Restricted Subsidiaries" covenant shall prevent First Cash or any Restricted Subsidiary from (i) creating, incurring, assuming or suffering to exist any Liens otherwise permitted in the "Limitation on Liens" covenant or (ii) restricting the sale or other disposition of property or assets of First Cash or any of its Restricted Subsidiaries that secure Indebtedness of First Cash or any of its Restricted Subsidiaries incurred in accordance with the indenture.

For purposes of determining compliance with this covenant, (1) the priority of any preferred stock in receiving dividends prior to distributions being paid on common equity shall not be deemed a restriction on the ability to make distributions on Equity Interests and (2) the subordination of loans or advances made to First Cash or a Restricted Subsidiary to other Indebtedness incurred by First Cash or any such Restricted Subsidiary shall not be deemed a restriction on the ability to make loans or advances.

Merger, Consolidation or Sale of Assets

First Cash will not, directly or indirectly: (1) consolidate or merge with or into another Person (whether or not First Cash is the surviving corporation), or (2) sell, assign, transfer, convey or otherwise dispose of all or substantially all of the properties or assets of First Cash and its Restricted Subsidiaries taken as a whole, in one or more related transactions, to another Person, unless:

(1) either: (a) First Cash is the surviving corporation; or (b) the Person formed by or surviving any such consolidation or merger (if other than First Cash) or to which such sale, assignment, transfer, conveyance or other disposition has been made is an entity organized or existing under the laws of the United States, any state of the United States or the District of Columbia; and, if such entity is not a corporation, a co-obligor of the notes is a corporation organized or existing under any such laws;

(2) the Person formed by or surviving any such consolidation or merger (if other than First Cash) or the Person to which such sale, assignment, transfer, conveyance or other disposition has been made assumes all the obligations of First Cash under the notes, the indenture and the registration rights agreement pursuant to agreements reasonably satisfactory to the trustee;

(3) immediately after such transaction, no Default or Event of Default exists; and

(4) First Cash or the Person formed by or surviving any such consolidation or merger (if other than First Cash), or to which such sale, assignment, transfer, conveyance or other disposition has been made would, on the date of such transaction after giving pro forma effect thereto and any related financing transactions as if the same had occurred at the beginning of the applicable four-quarter period (i) be permitted to incur at least $1.00 of additional Indebtedness pursuant to the Fixed Charge Coverage Ratio test set forth in the first paragraph of the covenant described above under the caption “—Incurrence of Indebtedness and Issuance of Preferred Stock” or (ii) have had a Fixed Charge Coverage Ratio greater than the actual Fixed Charge Coverage Ratio for First Cash for such four-quarter period.

In addition, First Cash will not, directly or indirectly, lease all or substantially all of the properties and assets of it and its Restricted Subsidiaries taken as a whole, in one or more related transactions, to any other Person.

This “Merger, Consolidation or Sale of Assets” covenant will not apply to any sale, assignment, transfer, conveyance, lease or other disposition of assets between or among First Cash and its Restricted Subsidiaries; *provided* that any sale, assignment, transfer, conveyance, lease or other disposition of assets from First Cash or any Restricted Subsidiary to a Restricted Subsidiary that is not a Guarantor must not be prohibited by the covenant described above under the caption “—Restricted Payments.” Clauses (3) and (4) of the first paragraph of this covenant will not apply to (1) any merger or consolidation of First Cash with or into one of its Restricted Subsidiaries for any purpose or (2) with or into an Affiliate solely for the purpose of reincorporating First Cash in another jurisdiction.

Transactions with Affiliates

First Cash will not, and will not permit any of its Restricted Subsidiaries to, make any payment to or sell, lease, transfer or otherwise dispose of any of its properties or assets to, or purchase any property or assets from, or enter into or make or amend any transaction, contract, agreement, understanding, loan, advance or guarantee with, or for the benefit of, any Affiliate of First Cash (each, an “*Affiliate Transaction*”), unless:

(1) the Affiliate Transaction is on terms that are no less favorable to First Cash or the relevant Restricted Subsidiary (as determined in good faith by the Board of Directors of First Cash) than those that would

have been obtained in a comparable transaction by First Cash or such Restricted Subsidiary with an unrelated Person; and

(2) First Cash delivers to the trustee:

(a) with respect to any Affiliate Transaction or series of related Affiliate Transactions involving aggregate consideration in excess of $5.0 million, a resolution of the Board of Directors of First Cash set forth in an officers' certificate certifying that such Affiliate Transaction complies with this covenant and that such Affiliate Transaction has been approved by a majority of the disinterested members of the Board of Directors of First Cash; and

(b) with respect to any Affiliate Transaction or series of related Affiliate Transactions involving aggregate consideration in excess of $10.0 million, an opinion as to the fairness to First Cash or such Subsidiary of such Affiliate Transaction from a financial point of view issued by an accounting, appraisal or investment banking firm of national standing.

The following items will not be deemed to be Affiliate Transactions and, therefore, will not be subject to the provisions of the prior paragraph:

(1) any employment agreement, employee benefit plan, officer or director indemnification agreement, severance arrangement or any similar arrangement entered into by First Cash or any of its Restricted Subsidiaries in the ordinary course of business and payments pursuant thereto;

(2) transactions between or among First Cash and/or its Restricted Subsidiaries;

(3) transactions with a Person (other than an Unrestricted Subsidiary of First Cash) that is an Affiliate of First Cash solely because First Cash owns, directly or through a Restricted Subsidiary, an Equity Interest in, or controls, such Person;

(4) payment of reasonable and customary fees and reimbursements of expenses (pursuant to indemnity arrangements or otherwise) of officers, directors, employees or consultants of First Cash or any of its Restricted Subsidiaries;

(5) any issuance of Equity Interests (other than Disqualified Stock) of First Cash to Affiliates of First Cash;

(6) Restricted Payments that do not violate the provisions of the indenture described above under the caption "—Restricted Payments;"

(7) payments to an Affiliate in respect of the notes or any other Indebtedness of First Cash or any Restricted Subsidiary on the same basis as concurrent payments made or offered to be made in respect thereof to non-Affiliates; and

(8) issuances of Equity Interests of First Cash (other than Disqualified Stock) not constituting a Change of Control.

Business Activities

First Cash will not, and will not permit any of its Restricted Subsidiaries to, engage in any business other than Permitted Businesses, except to such extent as would not be material to First Cash and its Restricted Subsidiaries taken as a whole.

Additional Note Guarantees

If First Cash or any of its Restricted Subsidiaries acquires or creates another Domestic Subsidiary after the date of the indenture and such Domestic Subsidiary becomes a guarantor of First Cash's obligations under the Credit Agreement, then that newly acquired or created Domestic Subsidiary will become a Guarantor and

execute a supplemental indenture and deliver an opinion of counsel satisfactory to the trustee within 10 business days of the date on which it was acquired or created.

Designation of Restricted and Unrestricted Subsidiaries

The Board of Directors of First Cash may designate any Restricted Subsidiary (including any newly acquired or newly formed Subsidiary or Person that becomes a Subsidiary through merger or consolidation or Investment therein) to be an Unrestricted Subsidiary if that designation would not cause a Default. If a Restricted Subsidiary is designated as an Unrestricted Subsidiary, the aggregate Fair Market Value of all outstanding Investments owned by First Cash and its Restricted Subsidiaries in the Subsidiary designated as Unrestricted will be deemed to be an Investment made as of the time of the designation and will reduce the amount available for Restricted Payments under the covenant described above under the caption "—Restricted Payments" or under one or more clauses of the definition of Permitted Investments, as determined by First Cash. That designation will only be permitted if the Investment would be permitted at that time and if the Restricted Subsidiary otherwise meets the definition of an Unrestricted Subsidiary. The Board of Directors of First Cash may redesignate any Unrestricted Subsidiary to be a Restricted Subsidiary if that redesignation would not cause a Default.

Any designation of a Subsidiary of First Cash as an Unrestricted Subsidiary will be evidenced to the trustee by filing with the trustee a certified copy of a resolution of the Board of Directors giving effect to such designation and an officers' certificate certifying that such designation complied with the preceding conditions and was permitted by the covenant described above under the caption "—Restricted Payments." If, at any time, any Unrestricted Subsidiary would fail to meet the preceding requirements as an Unrestricted Subsidiary, it will thereafter cease to be an Unrestricted Subsidiary for purposes of the indenture and any Indebtedness of such Subsidiary will be deemed to be incurred by a Restricted Subsidiary of First Cash as of such date and, if such Indebtedness is not permitted to be incurred as of such date under the covenant described under the caption "—Incurrence of Indebtedness and Issuance of Preferred Stock," First Cash will be in default of such covenant. The Board of Directors of First Cash may at any time designate any Unrestricted Subsidiary to be a Restricted Subsidiary of First Cash; *provided* that such designation will be deemed to be an incurrence of Indebtedness by a Restricted Subsidiary of First Cash of any outstanding Indebtedness of such Unrestricted Subsidiary, and such designation will only be permitted if (1) such Indebtedness is permitted under the covenant described under the caption "—Incurrence of Indebtedness and Issuance of Preferred Stock," calculated on a pro forma basis as if such designation had occurred at the beginning of the applicable reference period; and (2) no Default or Event of Default would be in existence following such designation.

Limitation on Sale and Leaseback Transactions

First Cash will not, and will not permit any of its Restricted Subsidiaries to, enter into any sale and leaseback transaction; *provided* that First Cash or any Restricted Subsidiary may enter into a sale and leaseback transaction if:

(1) First Cash or the Restricted Subsidiary, as applicable, could have (a) incurred Indebtedness in an amount equal to the Attributable Debt relating to such sale and leaseback transaction under the Fixed Charge Coverage Ratio test in the first paragraph of the covenant described above under the caption "—Incurrence of Indebtedness and Issuance of Preferred Stock" and (b) incurred a Lien to secure such Indebtedness pursuant to the covenant described above under the caption "—Liens;"

(2) the gross cash proceeds of that sale and leaseback transaction are at least equal to the Fair Market Value, as determined in good faith by the Board of Directors of First Cash and set forth in an officers' certificate delivered to the trustee, of the property that is the subject of that sale and leaseback transaction; and

(3) the transfer of assets in that sale and leaseback transaction is permitted by, and First Cash applies the proceeds of such transaction in compliance with, the covenant described above under the caption "—Repurchase at the Option of Holders—Asset Sales."

Payments for Consent

First Cash will not, and will not permit any of its Restricted Subsidiaries to, directly or indirectly, pay or cause to be paid any consideration to or for the benefit of any holder of notes for or as an inducement to any consent, waiver or amendment of any of the terms or provisions of the indenture or the notes unless such consideration is offered to be paid and is paid to all holders of the notes that consent, waive or agree to amend in the time frame set forth in the solicitation documents relating to such consent, waiver or agreement.

Reports

Whether or not required by the rules and regulations of the SEC, so long as any notes are outstanding, First Cash will furnish to the holders of notes or cause the trustee to furnish to the holders of notes (or file with the SEC for public availability), within the time periods specified in the SEC's rules and regulations:

(1) all quarterly and annual reports that would be required to be filed with the SEC on Forms 10-Q and 10-K if First Cash were required to file such reports, including a "Management's Discussion and Analysis of Financial Condition and Results of Operations" and, with respect to the annual information only, a report thereon by First Cash's certified independent accountants; and

(2) all current reports that would be required to be filed with the SEC on Form 8-K if First Cash were required to file such reports.

All such reports will be prepared in all material respects in accordance with all of the rules and regulations applicable to such reports. In addition, First Cash will file a copy of each of the reports referred to in clauses (1) and (2) above with the SEC for public availability within the time periods specified in the rules and regulations applicable to such reports (unless the SEC will not accept such a filing) and will post the reports on its website within those time periods. First Cash will at all times comply with TIA §314(a).

If, at anytime, First Cash is no longer subject to the periodic reporting requirements of the Exchange Act for any reason, First Cash will nevertheless continue filing the reports specified in the preceding paragraphs of this covenant with the SEC within the time periods specified above unless the SEC will not accept such a filing. First Cash will not take any action for the purpose of causing the SEC not to accept any such filings. If, notwithstanding the foregoing, the SEC will not accept First Cash's filings for any reason, First Cash will post the reports referred to in the preceding paragraphs on its website within the time periods that would apply if First Cash were required to file those reports with the SEC.

If First Cash has designated any of its Subsidiaries as Unrestricted Subsidiaries, then the quarterly and annual financial information required by the preceding paragraphs will include a reasonably detailed presentation, either on the face of the financial statements or in the footnotes thereto, and in Management's Discussion and Analysis of Financial Condition and Results of Operations, of the financial condition and results of operations of First Cash and its Restricted Subsidiaries separate from the financial condition and results of operations of the Unrestricted Subsidiaries of First Cash.

In addition, First Cash and the Guarantors agree that, for so long as any notes remain outstanding and are "restricted securities" under Rule 144 under the Securities Act, if at any time they are not required to file with the SEC the reports required by the preceding paragraphs, they will furnish to the holders of notes and to securities analysts and prospective investors, upon their request, the information required to be delivered pursuant to Rule 144A(d)(4) under the Securities Act.

Events of Default and Remedies

Each of the following is an "*Event of Default*":

(1) default for 30 days in the payment when due of interest and Special Interest, if any, on the notes;

(2) default in the payment when due (at maturity, upon redemption or otherwise) of the principal of, or premium, if any, on, the notes;

(3) failure by First Cash or any of its Restricted Subsidiaries to comply with the provisions described under the captions "—Repurchase at the Option of Holders—Change of Control," "—Repurchase at the Option of Holders—Asset Sales," "—Certain Covenants—Restricted Payments," "—Certain Covenants—Incurrence of Indebtedness and Issuance of Preferred Stock" or "—Certain Covenants—Merger, Consolidation or Sale of Assets";

(4) failure by First Cash or any of its Restricted Subsidiaries for 60 days after notice to First Cash by the trustee or the holders of at least 25% in aggregate principal amount of the notes then outstanding voting as a single class to comply with any of the other agreements in the indenture;

(5) default under any mortgage, indenture or instrument under which there may be issued or by which there may be secured or evidenced any Indebtedness for money borrowed by First Cash or any of its Restricted Subsidiaries (or the payment of which is guaranteed by First Cash or any of its Restricted Subsidiaries), whether such Indebtedness or Guarantee now exists, or is created after the date of the indenture, if that default:

(a) is caused by a failure to pay principal of, premium on, if any, or interest, if any, on, such Indebtedness prior to the expiration of the grace period provided in such Indebtedness on the date of such default (a "*Payment Default*"); or

(b) results in the acceleration of such Indebtedness prior to its Stated Maturity,

and, in each case, the principal amount of any such Indebtedness, together with the principal amount of any other such Indebtedness under which there has been a Payment Default or the maturity of which has been so accelerated, aggregates $15.0 million or more;

(6) failure by First Cash or any of its Restricted Subsidiaries to pay final judgments entered by a court or courts of competent jurisdiction aggregating in excess of $15.0 million (not covered by independent third-party insurance as to which liability has not been denied by such insurance carrier), which judgments are not paid, discharged or stayed, for a period of 60 days;

(7) [Intentionally Omitted];

(8) except as permitted by the indenture, any Note Guarantee is held in any judicial proceeding to be unenforceable or invalid or ceases for any reason to be in full force and effect, or any Guarantor, or any Person acting on behalf of any Guarantor, denies or disaffirms its obligations under its Note Guarantee; and

(9) certain events of bankruptcy or insolvency described in the indenture with respect to First Cash or any of its Restricted Subsidiaries that is a Significant Subsidiary or any group of its Restricted Subsidiaries that, taken together, would constitute a Significant Subsidiary.

In the case of an Event of Default arising from certain events of bankruptcy or insolvency, with respect to First Cash, any Restricted Subsidiary of First Cash that is a Significant Subsidiary or any group of Restricted Subsidiaries of First Cash that, taken together, would constitute a Significant Subsidiary, all outstanding notes will become due and payable immediately without further action or notice. If any other Event of Default occurs and is continuing, the trustee or the holders of at least 25% in aggregate principal amount of the then outstanding notes may, by written notice to First Cash (and to the trustee if notice is given by such holders), declare all the notes to be due and payable immediately.

In the event of any Event of Default specified in clause (5) above, such Event of Default and all consequences thereof (excluding any resulting payment default, other than as a result of acceleration of the notes) shall be annulled, waived and rescinded, automatically and without any action by the trustee or the holders of notes, if within 45 days after such Event of Default arose, First Cash delivers an Officers' Certificate to the trustee stating that:

(1) (A) the Indebtedness or guarantee that is the basis for such Event of Default has been discharged or (B) holders thereof have rescinded or waived the acceleration, notice or action (as the case may be) giving rise to such Event of Default;

(2) the annulment of the acceleration of the notes would not conflict with any judgment or decree of a court of competent jurisdiction; and

(3) all existing Events of Default, except nonpayment of principal, premium or interest on the notes that became due solely because of the acceleration of the notes, have been cured or waived.

Subject to certain limitations, holders of a majority in aggregate principal amount of the then outstanding notes may direct the trustee in its exercise of any trust or power. The trustee may withhold from holders of the notes notice of any continuing Default or Event of Default if it determines that withholding notice is in their interest, except a Default or Event of Default relating to the payment of principal of, premium on, if any, and interest and Special Interest, if any.

Subject to the provisions of the indenture relating to the duties of the trustee, in case an Event of Default occurs and is continuing, the trustee will be under no obligation to exercise any of the rights or powers under the indenture at the request or direction of any holders of notes unless such holders have offered to the trustee reasonable indemnity or security against any loss, liability or expense. Except to enforce the right to receive payment of principal, premium, if any, or interest or Special Interest, if any, when due, no holder of a note may pursue any remedy with respect to the indenture or the notes unless:

(1) such holder has previously given the trustee written notice that an Event of Default is continuing;

(2) holders of at least 25% in aggregate principal amount of the then outstanding notes make a written request to the trustee to pursue the remedy;

(3) such holder or holders offer and, if requested, provide to the trustee security or indemnity reasonably satisfactory to the trustee against any loss, liability or expense;

(4) the trustee does not comply with such request within 60 days after receipt of the request and the offer of security or indemnity; and

(5) during such 60-day period, holders of a majority in aggregate principal amount of the then outstanding notes do not give the trustee a direction inconsistent with such request.

The holders of a majority in aggregate principal amount of the then outstanding notes by written notice to the trustee may, on behalf of the holders of all of the notes, rescind an acceleration or waive any existing Default or Event of Default and its consequences under the indenture, if the rescission would not conflict with any judgment or decree, except a continuing Default or Event of Default in the payment of principal of, premium on, if any, or interest or Special Interest, if any, on, the notes.

In the case of any Event of Default occurring on or after April 1, 2017 by reason of any willful action (or inaction) taken (or not taken) by or on behalf of First Cash with the intention of avoiding payment of the premium that First Cash would have had to pay if First Cash then had elected to redeem the notes pursuant to the optional redemption provisions of the indenture, then, upon acceleration of the notes, an equivalent premium will also become and be immediately due and payable, to the extent permitted by law, anything in the indenture or in the notes to the contrary notwithstanding. If an Event of Default occurs prior to April 1, 2017 by reason of any willful action (or inaction) taken (or not taken) by or on behalf of First Cash with the intention of avoiding the

prohibition on redemption of the notes prior to such date, then upon acceleration of the notes, an additional premium equal to the Applicable Premium will also become and be immediately due and payable, to the extent permitted by law.

First Cash is required to deliver to the trustee annually a statement regarding compliance with the indenture. Upon becoming aware of any Default or Event of Default, First Cash is required to deliver to the trustee a statement specifying such Default or Event of Default.

No Personal Liability of Directors, Officers, Employees and Stockholders

No director, officer, employee, incorporator or stockholder of First Cash or any Guarantor, as such, will have any liability for any obligations of First Cash or the Guarantors under the notes, the indenture, the Note Guarantees or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each holder of notes by accepting a note waives and releases all such liability. The waiver and release are part of the consideration for issuance of the notes. The waiver may not be effective to waive liabilities under the federal securities laws.

Legal Defeasance and Covenant Defeasance

First Cash may at any time, at the option of its Board of Directors evidenced by a resolution set forth in an officers' certificate, elect to have all of its obligations discharged with respect to the outstanding notes and all obligations of the Guarantors discharged with respect to their Note Guarantees ("*Legal Defeasance*") except for:

(1) the rights of holders of outstanding notes to receive payments in respect of the principal of, premium on, if any, interest or Special Interest, if any, on, such notes when such payments are due from the trust referred to below;

(2) First Cash's obligations with respect to the notes concerning issuing temporary notes, registration of notes, mutilated, destroyed, lost or stolen notes and the maintenance of an office or agency for payment and money for security payments held in trust;

(3) the rights, powers, trusts, duties and immunities of the trustee under the indenture, and First Cash's and the Guarantors' obligations in connection therewith; and

(4) the Legal Defeasance and Covenant Defeasance provisions of the indenture.

In addition, First Cash may, at its option and at any time, elect to have the obligations of First Cash and the Guarantors released with respect to certain covenants (including its obligation to make Change of Control Offers and Asset Sale Offers) that are described in the indenture ("*Covenant Defeasance*") and thereafter any omission to comply with those covenants will not constitute a Default or Event of Default with respect to the notes. In the event Covenant Defeasance occurs, all Events of Default described under "—Events of Default and Remedies" (except those relating to payments on the notes or bankruptcy, receivership, rehabilitation or insolvency events) will no longer constitute an Event of Default with respect to the notes.

In order to exercise either Legal Defeasance or Covenant Defeasance:

(1) First Cash must irrevocably deposit with the trustee, in trust, for the benefit of the holders of the notes, cash in U.S. dollars, non-callable Government Securities, or a combination thereof, in amounts as will be sufficient, in the opinion of a nationally recognized investment bank, appraisal firm or firm of independent public accountants, to pay the principal of, premium on, if any, interest and Special Interest, if any, on, the outstanding notes on the stated date for payment thereof or on the applicable redemption date, as the case may be, and First Cash must specify whether the notes are being defeased to such stated date for payment or to a particular redemption date;

(2) in the case of Legal Defeasance, First Cash must deliver to the trustee an opinion of counsel reasonably acceptable to the trustee confirming that (a) First Cash has received from, or there has been published by, the Internal Revenue Service a ruling or (b) since the date of the indenture, there has been a change in the applicable federal income tax law, in either case to the effect that, and based thereon such opinion of counsel will confirm that, the holders of the outstanding notes will not recognize income, gain or loss for federal income tax purposes as a result of such Legal Defeasance and will be subject to federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such Legal Defeasance had not occurred;

(3) in the case of Covenant Defeasance, First Cash must deliver to the trustee an opinion of counsel reasonably acceptable to the trustee confirming that the holders of the outstanding notes will not recognize income, gain or loss for federal income tax purposes as a result of such Covenant Defeasance and will be subject to federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such Covenant Defeasance had not occurred;

(4) no Default or Event of Default has occurred and is continuing on the date of such deposit (other than a Default or Event of Default resulting from the borrowing of funds to be applied to such deposit (and any similar concurrent deposit relating to other Indebtedness), and the granting of Liens to secure such borrowings);

(5) such Legal Defeasance or Covenant Defeasance will not result in a breach or violation of, or constitute a default under, any material agreement or instrument (other than the indenture and the agreements governing any other Indebtedness being defeased, discharged or replaced) to which First Cash or any of the Guarantors is a party or by which First Cash or any of the Guarantors is bound;

(6) First Cash must deliver to the trustee an officers' certificate stating that the deposit was not made by First Cash with the intent of preferring the holders of notes over the other creditors of First Cash with the intent of defeating, hindering, delaying or defrauding any creditors of First Cash or others; and

(7) First Cash must deliver to the trustee an officers' certificate and an opinion of counsel, each stating that all conditions precedent relating to the Legal Defeasance or the Covenant Defeasance have been complied with.

Amendment, Supplement and Waiver

Except as provided in the next two succeeding paragraphs, the indenture or the notes or the Note Guarantees may be amended or supplemented with the consent of the holders of at least a majority in aggregate principal amount of the then outstanding notes (including, without limitation, additional notes, if any) voting as a single class (including, without limitation, consents obtained in connection with a tender offer or exchange offer for, or purchase of, the notes), and any existing Default or Event of Default (other than a Default or Event of Default in the payment of the principal of, premium on, if any, interest or Special Interest, if any, on, the notes, except a payment default resulting from an acceleration that has been rescinded) or compliance with any provision of the indenture or the notes or the Note Guarantees may be waived with the consent of the holders of a majority in aggregate principal amount of the then outstanding notes (including, without limitation, additional notes, if any) voting as a single class (including, without limitation, consents obtained in connection with a purchase of, or tender offer or exchange offer for, notes).

Without the consent of each holder of notes affected, an amendment, supplement or waiver may not (with respect to any notes held by a non-consenting holder):

(1) reduce the principal amount of notes whose holders must consent to an amendment, supplement or waiver;

(2) reduce the principal of or change the fixed maturity of any note or alter or waive any of the provisions with respect to the redemption of the notes (except those provisions relating to the covenants described above under the caption "—Repurchase at the Option of Holders");

(3) reduce the rate of or change the time for payment of interest, including default interest, on any note;

(4) waive a Default or Event of Default in the payment of principal of, premium on, if any, interest or Special Interest, if any, on, the notes (except a rescission of acceleration of the notes by the holders of at least a majority in aggregate principal amount of the then outstanding notes and a waiver of the payment default that resulted from such acceleration);

(5) make any note payable in money other than that stated in the notes;

(6) make any change in the provisions of the indenture relating to waivers of past Defaults or the rights of holders of notes to receive payments of principal of, premium on, if any, interest or Special Interest, if any, on, the notes;

(7) waive a redemption payment with respect to any note (other than a payment required by one of the covenants described above under the caption "—Repurchase at the Option of Holders");

(8) release any Guarantor from any of its obligations under its Note Guarantee or the indenture, except in accordance with the terms of the indenture; or

(9) make any change in the preceding amendment and waiver provisions.

Notwithstanding the preceding, without the consent of any holder of notes, First Cash, the Guarantors and the trustee may amend or supplement the indenture, the notes or the Note Guarantees:

(1) to cure any ambiguity, defect or inconsistency;

(2) to provide for uncertificated notes in addition to or in place of certificated notes;

(3) to provide for the assumption of First Cash's or a Guarantor's obligations to holders of notes and Note Guarantees in the case of a merger or consolidation or sale of all or substantially all of First Cash's or such Guarantor's assets, as applicable;

(4) to make any change that would provide any additional rights or benefits to the holders of notes or that does not adversely affect the legal rights under the indenture of any holder;

(5) to comply with requirements of the SEC in order to effect or maintain the qualification of the indenture under the Trust Indenture Act;

(6) to conform the text of the indenture, the notes or the Note Guarantees to any provision of the "Description of Notes" contained in the offering memorandum used in connection with the offering of the old notes;

(7) [Intentionally Omitted];

(8) [Intentionally Omitted];

(9) to provide for the issuance of additional notes in accordance with the limitations set forth in the indenture as of the date of the indenture; or

(10) to allow any Guarantor to execute a supplemental indenture and/or a Note Guarantee with respect to the notes and to release any Guarantor from its Note Guarantee in accordance with the terms of the indenture.

Satisfaction and Discharge

The indenture will be discharged and will cease to be of further effect as to all notes issued thereunder, when:

(1) either:

(a) all notes that have been authenticated, except lost, stolen or destroyed notes that have been replaced or paid and notes for whose payment money has been deposited in trust and thereafter repaid to First Cash, have been delivered to the trustee for cancellation; or

(b) all notes that have not been delivered to the trustee for cancellation have become due and payable by reason of the mailing of a notice of redemption (or delivering such notice of redemption in accordance with the procedures of DTC) or otherwise or will become due and payable within one year and First Cash or any Guarantor has irrevocably deposited or caused to be deposited with the trustee as trust funds in trust solely for the benefit of the holders, cash in U.S. dollars, non-callable Government Securities, or a combination thereof, in amounts as will be sufficient, without consideration of any reinvestment of interest, to pay and discharge the entire Indebtedness on the notes not delivered to the trustee for cancellation for principal of, premium on, if any, interest and Special Interest, if any, on, the notes to the date of maturity or redemption;

(2) in respect of clause 1(b), no Default or Event of Default has occurred and is continuing on the date of the deposit (other than a Default or Event of Default resulting from the borrowing of funds to be applied to such deposit and any similar deposit relating to other Indebtedness and, in each case, the granting of Liens to secure such borrowings) and the deposit will not result in a breach or violation of, or constitute a default under, any other instrument to which First Cash or any Guarantor is a party or by which First Cash or any Guarantor is bound (other than with respect to the borrowing of funds to be applied concurrently to make the deposit required to effect such satisfaction and discharge and any similar concurrent deposit relating to other Indebtedness, and in each case the granting of Liens to secure such borrowings);

(3) First Cash or any Guarantor has paid or caused to be paid all sums payable by it under the indenture; and

(4) First Cash has delivered irrevocable instructions to the trustee under the indenture to apply the deposited money toward the payment of the notes at maturity or on the redemption date, as the case may be.

In addition, First Cash must deliver an officers' certificate and an opinion of counsel to the trustee stating that all conditions precedent to satisfaction and discharge have been satisfied.

Concerning the Trustee

If the trustee becomes a creditor of First Cash or any Guarantor, the indenture limits the right of the trustee to obtain payment of claims in certain cases, or to realize on certain property received in respect of any such claim as security or otherwise. The trustee will be permitted to engage in other transactions; however, if it acquires any conflicting interest it must eliminate such conflict within 90 days, apply to the SEC for permission to continue as trustee (if the indenture has been qualified under the Trust Indenture Act) or resign.

The holders of a majority in aggregate principal amount of the then outstanding notes will have the right to direct the time, method and place of conducting any proceeding for exercising any remedy available to the trustee, subject to certain exceptions. The indenture provides that in case an Event of Default has occurred and is continuing, the trustee will be required, in the exercise of its power, to use the degree of care of a prudent man in the conduct of his own affairs. Subject to such provisions, the trustee will be under no obligation to exercise any of its rights or powers under the indenture at the request of any holder of notes, unless such holder has offered to the trustee reasonable indemnity or security satisfactory to it against any loss, liability or expense.

Additional Information

Anyone who receives this prospectus may obtain a copy of the indenture and the registration rights agreement without charge by writing to First Cash Financial Services, Inc., 690 E. Lamar Blvd., Suite 400, Arlington, TX, 76011, Attention: R. Douglas Orr.

Book-Entry, Delivery and Form

The new notes will be issued initially in the form of one or more global notes (collectively, the "Global Notes"). The Global Notes will be deposited upon issuance with the trustee as custodian for The Depository Trust Company ("DTC"), in New York, New York, and registered in the name of DTC or its nominee, in each case, for credit to an account of a direct or indirect participant in DTC as described below. Beneficial interests in the Global Notes may be held only through the Euroclear System ("Euroclear") and Clearstream Banking, S.A. ("Clearstream") (as indirect participants in DTC), unless transferred to a person that takes delivery through a Global Note in accordance with the certification requirements described below.

Except as set forth below, the Global Notes may be transferred, in whole and not in part, only to another nominee of DTC or to a successor of DTC or its nominee. Beneficial interests in the Global Notes may not be exchanged for definitive notes in registered certificated form ("Certificated Notes") except in the limited circumstances described below. See "—Exchange of Global Notes for Certificated Notes." Except in the limited circumstances described below, owners of beneficial interests in the Global Notes will not be entitled to receive physical delivery of notes in certificated form. In addition, transfers of beneficial interests in the Global Notes will be subject to the applicable rules and procedures of DTC and its direct or indirect participants (including, if applicable, those of Euroclear and Clearstream), which may change from time to time.

Depository Procedures

The following description of the operations and procedures of DTC, Euroclear and Clearstream are provided solely as a matter of convenience. These operations and procedures are solely within the control of the respective settlement systems and are subject to changes by them. First Cash takes no responsibility for these operations and procedures and urges investors to contact the system or their participants directly to discuss these matters.

DTC has advised First Cash that DTC is a limited-purpose trust company created to hold securities for its participating organizations (collectively, the "Participants") and to facilitate the clearance and settlement of transactions in those securities between the Participants through electronic book-entry changes in accounts of its Participants. The Participants include securities brokers and dealers (including the initial purchasers), banks, trust companies, clearing corporations and certain other organizations. Access to DTC's system is also available to other entities such as banks, brokers, dealers and trust companies that clear through or maintain a custodial relationship with a Participant, either directly or indirectly (collectively, the "Indirect Participants"). Persons who are not Participants may beneficially own securities held by or on behalf of DTC only through the Participants or the Indirect Participants. The ownership interests in, and transfers of ownership interests in, each security held by or on behalf of DTC are recorded on the records of the Participants and Indirect Participants.

DTC has also advised First Cash that, pursuant to procedures established by it:

(1) upon deposit of the Global Notes, DTC will credit the accounts of the Participants designated by the initial purchasers with portions of the principal amount of the Global Notes; and

(2) ownership of these interests in the Global Notes will be shown on, and the transfer of ownership of these interests will be effected only through, records maintained by DTC (with respect to the Participants) or by the Participants and the Indirect Participants (with respect to other owners of beneficial interest in the Global Notes).

Investors in the Global Notes who are Participants may hold their interests therein directly through DTC. Investors in the Global Notes who are not Participants may hold their interests therein indirectly through organizations (including Euroclear and Clearstream) which are Participants. Euroclear and Clearstream will hold interests in the Global Notes on behalf of their participants through customers' securities accounts in their respective names on the books of their respective depositories, which are Euroclear Bank S.A./N.V., as operator

of Euroclear, and Clearstream Banking, S.A., as operator of Clearstream. All interests in a Global Note, including those held through Euroclear or Clearstream, may be subject to the procedures and requirements of DTC. Those interests held through Euroclear or Clearstream may also be subject to the procedures and requirements of such systems. The laws of some states require that certain Persons take physical delivery in definitive form of securities that they own. Consequently, the ability to transfer beneficial interests in a Global Note to such Persons will be limited to that extent. Because DTC can act only on behalf of the Participants, which in turn act on behalf of the Indirect Participants, the ability of a Person having beneficial interests in a Global Note to pledge such interests to Persons that do not participate in the DTC system, or otherwise take actions in respect of such interests, may be affected by the lack of a physical certificate evidencing such interests.

Except as described below, owners of interests in the Global Notes will not have notes registered in their names, will not receive physical delivery of notes in certificated form and will not be considered the registered owners or "holders" thereof under the indenture for any purpose.

Payments in respect of the principal of, premium on, if any, interest and Special Interest, if any, on, a Global Note registered in the name of DTC or its nominee will be payable to DTC in its capacity as the registered holder under the indenture. Under the terms of the indenture, First Cash and the trustee will treat the Persons in whose names the notes, including the Global Notes, are registered as the owners of the notes for the purpose of receiving payments and for all other purposes. Consequently, neither First Cash, the trustee nor any agent of First Cash or the trustee has or will have any responsibility or liability for:

(1) any aspect of DTC's records or any Participant's or Indirect Participant's records relating to or payments made on account of beneficial ownership interest in the Global Notes or for maintaining, supervising or reviewing any of DTC's records or any Participant's or Indirect Participant's records relating to the beneficial ownership interests in the Global Notes; or

(2) any other matter relating to the actions and practices of DTC or any of its Participants or Indirect Participants.

DTC has advised First Cash that its current practice, upon receipt of any payment in respect of securities such as the notes (including principal and interest), is to credit the accounts of the relevant Participants with the payment on the payment date unless DTC has reason to believe that it will not receive payment on such payment date. Each relevant Participant is credited with an amount proportionate to its beneficial ownership of an interest in the principal amount of the relevant security as shown on the records of DTC. Payments by the Participants and the Indirect Participants to the beneficial owners of notes will be governed by standing instructions and customary practices and will be the responsibility of the Participants or the Indirect Participants and will not be the responsibility of DTC, the trustee or First Cash. Neither First Cash nor the trustee will be liable for any delay by DTC or any of the Participants or the Indirect Participants in identifying the beneficial owners of the notes, and First Cash and the trustee may conclusively rely on and will be protected in relying on instructions from DTC or its nominee for all purposes.

Subject to the transfer restrictions set forth under "Notice to Investors," transfers between the Participants will be effected in accordance with DTC's procedures, and will be settled in same-day funds, and transfers between participants in Euroclear and Clearstream will be effected in accordance with their respective rules and operating procedures.

Subject to compliance with the transfer restrictions applicable to the notes described herein, cross-market transfers between the Participants, on the one hand, and Euroclear or Clearstream participants, on the other hand, will be effected through DTC in accordance with DTC's rules on behalf of Euroclear or Clearstream, as the case may be, by their respective depositaries; however, such cross-market transactions will require delivery of instructions to Euroclear or Clearstream, as the case may be, by the counterparty in such system in accordance with the rules and procedures and within the established deadlines (Brussels time) of such system. Euroclear or Clearstream, as the case may be, will, if the transaction meets its settlement requirements, deliver instructions to

its respective depositary to take action to effect final settlement on its behalf by delivering or receiving interests in the relevant Global Note in DTC, and making or receiving payment in accordance with normal procedures for same-day funds settlement applicable to DTC. Euroclear participants and Clearstream participants may not deliver instructions directly to the depositories for Euroclear or Clearstream.

DTC has advised First Cash that it will take any action permitted to be taken by a holder of notes only at the direction of one or more Participants to whose account DTC has credited the interests in the Global Notes and only in respect of such portion of the aggregate principal amount of the notes as to which such Participant or Participants has or have given such direction. However, if there is an Event of Default under the notes, DTC reserves the right to exchange the Global Notes for legended notes in certificated form, and to distribute such notes to its Participants.

Although DTC, Euroclear and Clearstream have agreed to the foregoing procedures to facilitate transfers of interests in the Global Notes among participants in DTC, Euroclear and Clearstream, they are under no obligation to perform or to continue to perform such procedures, and may discontinue such procedures at any time. None of First Cash, the trustee and any of their respective agents will have any responsibility for the performance by DTC, Euroclear or Clearstream or their respective participants or indirect participants of their respective obligations under the rules and procedures governing their operations.

Exchange of Global Notes for Certificated Notes

A Global Note is exchangeable for Certificated Notes if:

(1) DTC (a) notifies First Cash that it is unwilling or unable to continue as depositary for the Global Notes or (b) has ceased to be a clearing agency registered under the Exchange Act and, in either case, First Cash fails to appoint a successor depositary;

(2) First Cash, at its option, notifies the trustee in writing that it elects to cause the issuance of the Certificated Notes; or

(3) there has occurred and is continuing a Default or Event of Default with respect to the notes.

In addition, beneficial interests in a Global Note may be exchanged for Certificated Notes upon prior written notice given to the trustee by or on behalf of DTC in accordance with the indenture. In all cases, Certificated Notes delivered in exchange for any Global Note or beneficial interests in Global Notes will be registered in the names, and issued in any approved denominations, requested by or on behalf of the depositary (in accordance with its customary procedures) and will bear the applicable restrictive legend referred to in “Notice to Investors,” unless that legend is not required by applicable law.

Exchange of Certificated Notes for Global Notes

Certificated Notes may not be exchanged for beneficial interests in any Global Note unless the transferor first delivers to the trustee a written certificate (in the form provided in the indenture) to the effect that such transfer will comply with the appropriate transfer restrictions applicable to such notes. See “Notice to Investors.”

Same Day Settlement and Payment

First Cash will make payments in respect of the notes represented by the Global Notes, including principal, premium, if any, interest and Special Interest, if any, by wire transfer of immediately available funds to the accounts specified by DTC or its nominee. First Cash will make all payments of principal, premium, if any, interest and Special Interest, if any, with respect to Certificated Notes by wire transfer of immediately available

funds to the accounts specified by the holders of the Certificated Notes or, if no such account is specified, by mailing a check to each such holder's registered address. The notes represented by the Global Notes are expected to be eligible to trade in DTC's Same-Day Funds Settlement System, and any permitted secondary market trading activity in such notes will, therefore, be required by DTC to be settled in immediately available funds. First Cash expects that secondary trading in any Certificated Notes will also be settled in immediately available funds.

Because of time zone differences, the securities account of a Euroclear or Clearstream participant purchasing an interest in a Global Note from a Participant will be credited, and any such crediting will be reported to the relevant Euroclear or Clearstream participant, during the securities settlement processing day (which must be a business day for Euroclear and Clearstream) immediately following the settlement date of DTC. DTC has advised First Cash that cash received in Euroclear or Clearstream as a result of sales of interests in a Global Note by or through a Euroclear or Clearstream participant to a Participant will be received with value on the settlement date of DTC but will be available in the relevant Euroclear or Clearstream cash account only as of the business day for Euroclear or Clearstream following DTC's settlement date.

Registration Rights; Special Interest

The following description is a summary of the material provisions of the registration rights agreement applicable to the old notes. It does not restate that agreement in its entirety. We urge you to read the registration rights agreement in its entirety because it, and not this description, defines your registration rights as holders of the old notes. See "—Where You Can Find More Information."

On March 24, 2014, First Cash, the Guarantors and the initial purchasers entered into the registration rights agreement. Pursuant to the registration rights agreement, First Cash and the Guarantors agreed to file with the SEC the Exchange Offer Registration Statement (as defined in the registration rights agreement) on the appropriate form under the Securities Act with respect to the New Notes (as defined in the registration rights agreement). If, however, prior to the 20th business day following the consummation of the Exchange Offer, any holder of Entitled Securities (as defined below) notifies First Cash that (A) it is prohibited by law or SEC policy from participating in the Exchange Offer; (B) it may not resell the New Notes acquired by it in the Exchange Offer to the public without delivering a prospectus and the prospectus contained in the Exchange Offer Registration Statement is not appropriate or available for such resales; or (C) it is a broker-dealer and owns notes acquired directly from First Cash or an affiliate of First Cash, then First Cash and the Guarantors will file with the SEC a Shelf Registration Statement (as defined in the registration rights agreement) to cover resales of the notes by the holders of the notes who satisfy certain conditions relating to the provision of information in connection with the Shelf Registration Statement.

For purposes of the preceding, "*Entitled Securities*" means each note until the earliest to occur of:

(1) the date on which such note has been exchanged by a Person other than a broker-dealer for an Exchange Note in the Exchange Offer;

(2) following the exchange by a broker-dealer in the Exchange Offer of a note for an Exchange Note, the date on which such Exchange Note is sold to a purchaser who receives from such broker-dealer on or prior to the date of such sale a copy of the prospectus contained in the Exchange Offer Registration Statement;

(3) the date on which such note has been effectively registered under the Securities Act and disposed of in accordance with the Shelf Registration Statement; or

(4) the date on which such note is actually sold pursuant to Rule 144 under the Securities Act; *provided* that a note will not cease to be an Entitled Security for purposes of the Exchange Offer by virtue of this clause (4).

The registration rights agreement provides that if obligated to file the Shelf Registration Statement, First Cash and the Guarantors will use all commercially reasonable efforts to file the Shelf Registration Statement with the SEC on or prior to 45 days after such filing obligation arises and to cause the Shelf Registration to be declared effective by the SEC on or prior to 120 days after such obligation arises (unless the Shelf Registration Statement is reviewed by the SEC, in which case on or prior to 180 days after such obligation arises). If the Shelf Registration Statement is not filed or declared effective within the periods specified in the registration rights agreement or if the Shelf Registration Statement or the Exchange Offer Registration Statement is declared effective but thereafter ceases to be effective or usable in connection with resales of Entitled Securities during the periods specified in the registration rights agreement (a "*Registration Default*"), then First Cash and the Guarantors will pay Special Interest to each holder of Entitled Securities until all Registration Defaults have been cured, as described below.

With respect to the first 90-day period immediately following the occurrence of the first Registration Default, Special Interest will be paid in an amount equal to 0.50% per year of the principal amount of Entitled Securities outstanding. The amount of the Special Interest will increase by an additional 0.25% per year with respect to each subsequent 90-day period until all Registration Defaults have been cured, up to a maximum amount of Special Interest for all Registration Defaults of 1.0% per year of the principal amount of the Entitled Securities outstanding.

All accrued Special Interest will be paid by First Cash and the Guarantors on the next scheduled interest payment date to DTC or its nominee by wire transfer of immediately available funds or by federal funds check and to holders of Certificated Notes by wire transfer to the accounts specified by them or by mailing checks to their registered addresses if no such accounts have been specified.

Following the cure of all Registration Defaults, the accrual of Special Interest will cease.

Holders of old notes will be required to make certain representations to First Cash (as described in the registration rights agreement) in order to participate in the Exchange Offer and will be required to deliver certain information to be used in connection with the Shelf Registration Statement and to provide comments on the Shelf Registration Statement within the time periods set forth in the registration rights agreement in order to have their old notes included in the Shelf Registration Statement and to benefit from the provisions regarding Special Interest set forth above. By acquiring Entitled Securities, a holder will be deemed to have agreed to indemnify First Cash and the Guarantors against certain losses arising out of information furnished by such holder in writing for inclusion in any Shelf Registration Statement. Holders of notes will also be required to suspend their use of the prospectus included in the Shelf Registration Statement under certain circumstances upon receipt of written notice to that effect from First Cash.

Certain Definitions

Set forth below are certain defined terms used in the indenture. Reference is made to the indenture for a full disclosure of all defined terms used therein, as well as any other capitalized terms used herein for which no definition is provided.

"*Acquired Debt*" means, with respect to any specified Person:

(1) Indebtedness of any other Person existing at the time such other Person is merged with or into or became a Subsidiary of such specified Person, or expressly assumed in connection with the acquisition of assets from any such Person, whether or not such Indebtedness is incurred in connection with, or in contemplation of, such other Person merging with or into, or becoming a Restricted Subsidiary of, such specified Person; and

(2) Indebtedness secured by a Lien encumbering any asset acquired by such specified Person.

"*Affiliate*" of any specified Person means any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified Person. For purposes of this definition, "control," as used with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person, whether through the ownership of voting securities, by agreement or otherwise; *provided* that beneficial ownership of 10% or more of the Voting Stock of a Person will be deemed to be control. For purposes of this definition, the terms "controlling," "controlled by" and "under common control with" have correlative meanings.

"*Applicable Premium*" means, with respect to any note on any redemption date, the greater of:

(1) 1.0% of the principal amount of the note; or

(2) the excess of:

(a) the present value at such redemption date of (i) the redemption price of the note at April 1, 2017 (such redemption price being set forth in the table appearing above under the caption "—Optional Redemption") plus (ii) all required interest payments due on the note through April 1, 2017 (excluding accrued but unpaid interest to the redemption date), computed using a discount rate equal to the Treasury Rate as of such redemption date plus 50 basis points; over

(b) the principal amount of the note. "Asset Sale" means:

(3) the sale, lease, conveyance or other disposition of any assets or rights by First Cash or any of First Cash's Restricted Subsidiaries; *provided* that the sale, lease, conveyance or other disposition of all or substantially all of the assets of First Cash and its Restricted Subsidiaries taken as a whole will be governed by the provisions of the indenture described above under the caption "—Repurchase at the Option of Holders—Change of Control" and/or the provisions described above under the caption "—Certain Covenants—Merger, Consolidation or Sale of Assets" and not by the provisions of the Asset Sale covenant; and

(4) the issuance of Equity Interests by any of First Cash's Restricted Subsidiaries or the sale by First Cash or any of First Cash's Restricted Subsidiaries of Equity Interests in any of First Cash's Subsidiaries, in the case of either clause (1) or (2), whether in a single transaction or a series of related transactions:

(A) that have a Fair Market Value in excess of $1.0 million; or

(B) for Net Proceeds in excess of $1.0 million.

Notwithstanding the preceding, none of the following items will be deemed to be an Asset Sale:

(1) a transfer of assets between or among First Cash and its Restricted Subsidiaries;

(2) an issuance of Equity Interests by a Restricted Subsidiary of First Cash to First Cash or to a Restricted Subsidiary of First Cash;

(3) the sale, lease or other transfer of inventory, products, services, accounts receivable or other assets in the ordinary course of business and any sale or other disposition of damaged, worn-out or obsolete assets in the ordinary course of business (including the abandonment or other disposition of intellectual property that is, in the reasonable judgment of First Cash, no longer economically practicable to maintain or useful in the conduct of the business of First Cash and its Restricted Subsidiaries taken as whole);

(4) leases, subleases, non-exclusive licenses or sublicenses of any property (including intellectual property) in the ordinary course of business;

(5) any surrender or waiver of contract rights or settlement, release, recovery on or surrender of contract, tort or other claims in the ordinary course of business;

(6) the granting of Liens not prohibited by the covenant described above under the caption "—Liens;"

(7) the sale or other disposition of cash or Cash Equivalents;

(8) transfers of property or assets subject to casualty, condemnation or similar event upon receipt of the casualty and condemnation proceeds thereof;

(9) assignments of insurance or condemnation proceeds provided to landlords (or their mortgagees) pursuant to the terms of any lease and Liens or rights reserved in any lease for rent or for compliance with the terms of such lease;

(10) (i) sales, transfers and other dispositions of joint ventures to the extent required by, or made pursuant to, customary buy/sell arrangements between the joint venture parties set forth in joint venture arrangements and similar binding arrangements and (ii) the winding down or dissolution of joint ventures; and

(11) a Restricted Payment that does not violate the covenant described above under the caption "—Certain Covenants—Restricted Payments" or a Permitted Investment.

"*Asset Sale Offer*" has the meaning assigned to that term in the indenture governing the notes.

"*Attributable Debt*" in respect of a sale and leaseback transaction means, at the time of determination, the present value of the obligation of the lessee for net rental payments during the remaining term of the lease included in such sale and leaseback transaction including any period for which such lease has been extended or may, at the option of the lessor, be extended. Such present value shall be calculated using a discount rate equal to the rate of interest implicit in such transaction, determined in accordance with GAAP; *provided*, *however*, that if such sale and leaseback transaction results in a Capital Lease Obligation, the amount of Indebtedness represented thereby will be determined in accordance with the definition of "Capital Lease Obligation."

"*Beneficial Owner*" has the meaning assigned to such term in Rule 13d-3 and Rule 13d-5 under the Exchange Act, except that in calculating the beneficial ownership of any particular "person" (as that term is used in Section 13(d)(3) of the Exchange Act), such "person" will be deemed to have beneficial ownership of all securities that such "person" has the right to acquire by conversion or exercise of other securities, whether such right is currently exercisable or is exercisable only after the passage of time. The terms "Beneficially Owns" and "Beneficially Owned" have a corresponding meaning.

"*Board of Directors*" means:

(1) with respect to a corporation, the board of directors of the corporation or any committee thereof duly authorized to act on behalf of such board;

(2) with respect to a partnership, the Board of Directors of the general partner of the partnership;

(3) with respect to a limited liability company, the managing member or members or any controlling committee of managing members thereof; and

(4) with respect to any other Person, the board or committee of such Person serving a similar function.

"*Capital Lease Obligation*" means, at the time any determination is to be made, the amount of the liability in respect of a capital lease that would at that time be required to be capitalized on a balance sheet prepared in accordance with GAAP, and the Stated Maturity thereof shall be the date of the last payment of rent or any other amount due under such lease prior to the first date upon which such lease may be prepaid by the lessee without payment of a penalty.

"*Capital Stock*" means:

(1) in the case of a corporation, corporate stock;

(2) in the case of an association or business entity, any and all shares, interests, participations, rights or other equivalents (however designated) of corporate stock;

(3) in the case of a partnership or limited liability company, partnership interests (whether general or limited) or membership interests; and

(4) any other interest or participation that confers on a Person the right to receive a share of the profits and losses of, or distributions of assets of, the issuing Person, but excluding from all of the foregoing any debt securities convertible into Capital Stock, whether or not such debt securities include any right of participation with Capital Stock.

"*Cash Equivalents*" means:

(1) United States dollars;

(2) securities issued or directly and fully guaranteed or insured by the United States government or any agency or instrumentality of the United States government (provided that the full faith and credit of the United States is pledged in support of those securities) having maturities of not more than six months from the date of acquisition;

(3) certificates of deposit and eurodollar time deposits with maturities of six months or less from the date of acquisition, bankers' acceptances with maturities not exceeding six months and overnight bank deposits, in each case, with any lender party to the Credit Agreement or with any domestic commercial bank having capital and surplus in excess of $500.0 million and a Thomson Bank Watch Rating of "B" or better;

(4) repurchase obligations with a term of not more than seven days for underlying securities of the types described in clauses (2) and (3) above entered into with any financial institution meeting the qualifications specified in clause (3) above;

(5) commercial paper having one of the two highest ratings obtainable from Moody's or S&P and, in each case, maturing within six months after the date of acquisition; and

(6) money market funds at least 95% of the assets of which constitute Cash Equivalents of the kinds described in clauses (1) through (5) of this definition.

"*Change of Control*" means the occurrence of any of the following:

(1) the direct or indirect sale, lease, transfer, conveyance or other disposition (other than by way of merger or consolidation), in one or a series of related transactions, of all or substantially all of the properties or assets of First Cash and its Subsidiaries taken as a whole to any Person (including any "person" (as that term is used in Section 13(d)(3) of the Exchange Act));

(2) the adoption of a plan relating to the liquidation or dissolution of First Cash;

(3) the consummation of any transaction (including, without limitation, any merger or consolidation), the result of which is that any Person (including any "person" (as defined above) becomes the Beneficial Owner, directly or indirectly, of more than 50% of the Voting Stock of First Cash, measured by voting power rather than number of shares;

(4) [Intentionally Omitted]; or

(5) First Cash consolidates with, or merges with or into, any Person, or any Person consolidates with, or merges with or into, First Cash, in any such event pursuant to a transaction in which any of the outstanding Voting Stock of First Cash or such other Person is converted into or exchanged for cash, securities or other property, other than any such transaction where the Voting Stock of First Cash outstanding immediately prior to such transaction constitutes or is converted into or exchanged for a majority of the outstanding shares of the Voting Stock of such surviving or transferee Person (immediately after giving effect to such transaction); or

(6) the first day on which a majority of the members of the Board of Directors of First Cash are not Continuing Directors.

"*Change of Control Offer*" has the meaning assigned to that term in the indenture governing the notes.

"*Consolidated EBITDA*" means, with respect to any specified Person for any period, the Consolidated Net Income of such Person for such period *plus*, without duplication:

(1) an amount equal to any extraordinary loss plus any net loss realized by such Person or any of its Restricted Subsidiaries in connection with an Asset Sale, to the extent such losses were deducted in computing such Consolidated Net Income; *plus*

(2) provision for taxes based on income or profits of such Person and its Restricted Subsidiaries for such period, to the extent that such provision for taxes was deducted in computing such Consolidated Net Income; *plus*

(3) the Fixed Charges of such Person and its Restricted Subsidiaries for such period, to the extent that such Fixed Charges were deducted in computing such Consolidated Net Income; *plus*

(4) to the extent non-recurring, any fees, costs and expenses of such Person and its Restricted Subsidiaries Incurred as a result of Investments or Asset Sales permitted hereunder, and the issuance, repayment or amendment or Equity Interests or Indebtedness permitted hereunder; *plus*

(5) any foreign currency translation losses (including losses related to currency remeasurements of Indebtedness) of such Person and its Restricted Subsidiaries for such period, to the extent that such losses were taken into account in computing such Consolidated Net Income; *plus*

(6) unusual or non-recurring charges in connection with employee severance, lease terminations and lease buyouts related to closure of stores and write-off of assets related to asset sales, acquisitions, investments, restructurings and dispositions; *plus* any (a) salary, benefit and other direct savings resulting from workforce reductions by such Person, (b) relocation costs or expenses of such Person and (c) costs and expenses incurred related to employment of terminated employees incurred by such Person, in each case to the extent that such costs and expenses were deducted in computing such Consolidated Net Income; *plus*

(7) transaction fees, costs and expenses incurred to the extent actually reimbursed by third parties pursuant to indemnification provisions or insurance; *plus*

(8) proceeds of business interruption insurance in an amount representing the losses for the applicable period that such proceeds are intended to replace; *plus*

(9) depreciation, amortization (including amortization of intangibles but excluding amortization of prepaid cash expenses that were paid in a prior period) and other non-cash charges and expenses (excluding any such non-cash charge or expense to the extent that it represents an accrual of or reserve for cash charges or expenses in any future period or amortization of a prepaid cash charge or expense that was paid in a prior period) of such Person and its Restricted Subsidiaries for such period to the extent that such depreciation, amortization and other non-cash charges or expenses were deducted in computing such Consolidated Net Income; *plus*

(10) (a) any non-cash expenses resulting from the grant or periodic remeasurement of stock options, restricted stock grants or other equity incentive programs (including any stock appreciation and similar rights) and (b) any costs or expenses incurred pursuant to any management equity plan or stock option plan or other management or employee benefit plan or agreement or any stock subscription or shareholder agreement; *minus*

(11) any foreign currency translation gains (including gains related to currency remeasurements of Indebtedness) of such Person and its Restricted Subsidiaries for such period, to the extent that such gains were taken into account in computing such Consolidated Net Income; *minus*

(12) non-cash items increasing such Consolidated Net Income for such period, other than the accrual of revenue in the ordinary course of business, in each case, on a consolidated basis and determined in accordance with GAAP.

Notwithstanding the preceding, the provision for taxes based on the income or profits of, and the depreciation and amortization and other non-cash expenses of, a Restricted Subsidiary of First Cash will be added to Consolidated Net Income to compute Consolidated EBITDA of First Cash only to the extent that a corresponding amount would be permitted at the date of determination to be dividended to First Cash by such Restricted Subsidiary without prior governmental approval (that has not been obtained), and without direct or indirect restriction pursuant to the terms of its charter and all agreements, instruments, judgments, decrees, orders, statutes, rules and governmental regulations applicable to that Restricted Subsidiary or its stockholders.

"*Consolidated Net Income*" means, with respect to any specified Person for any period, the aggregate of the net income (loss) of such Person and its Restricted Subsidiaries for such period, on a consolidated basis (excluding the net income (loss) of any Unrestricted Subsidiary of such Person), determined in accordance with GAAP and without any reduction in respect of preferred stock dividends; *provided* that:

(1) all extraordinary gains (but not losses) and all gains (but not losses) realized in connection with any Asset Sale or the disposition of securities or the early extinguishment of Indebtedness, together with any related provision for taxes on any such gain, will be excluded;

(2) the net income (but not loss) of any Person that is not a Restricted Subsidiary or that is accounted for by the equity method of accounting will be included only to the extent of the amount of dividends or similar distributions paid in cash to the specified Person or a Restricted Subsidiary of the Person;

(3) the net income (but not loss) of any Restricted Subsidiary will be excluded to the extent that the declaration or payment of dividends or similar distributions by that Restricted Subsidiary of that net income is not at the date of determination permitted without any prior governmental approval (that has not been obtained) or, directly or indirectly, by operation of the terms of its charter or any agreement, instrument, judgment, decree, order, statute, rule or governmental regulation applicable to that Restricted Subsidiary or its stockholders;

(4) the cumulative effect of a change in accounting principles will be excluded;

(5) any net gains, charges or losses on disposed, abandoned and discontinued operations (other than assets held for sale) and any accretion or accrual of discontinued operations will be excluded;

(6) effects of purchase accounting adjustments (including the effects of such adjustments pushed down to such Person and its Restricted Subsidiaries) in component amounts required or permitted by GAAP, resulting from the application of purchase accounting in relation to any consummated acquisition or the amortization or write-off of any amounts thereof, net of taxes, will be excluded;

(7) non-cash gains and losses attributable to movement in the mark-to-market valuation of Hedging Obligations pursuant to Financial Accounting Standards Board Statement No. 133 will be excluded; and

(8) the reduction in any Person's federal income tax liability in connection with an offsetting benefit resulting from the issue or sale of Qualifying Equity Interests of such Person upon the exercise of stock options, warrants or other convertible or exchangeable securities as determined in accordance with GAAP will be included, without duplication.

"*Consolidated Total Assets*" of any Person as of any date means the total assets of such Person and its Restricted Subsidiaries as of the most recent fiscal quarter end for which a consolidated balance sheet of such Person and its Restricted Subsidiaries is available, calculated on a consolidated basis in accordance with generally accepted accounting principles.

"*continuing*" means, with respect to any Default or Event of Default, that such Default or Event of Default has not been cured or waived.

"*Continuing Directors*" means, as of any date of determination, any member of the Board of Directors of First Cash who:

(1) was a member of such Board of Directors on the date of the indenture; or

(2) was nominated for election or elected to such Board of Directors with the approval of a majority of the Continuing Directors who were members of such Board of Directors at the time of such nomination or election.

"*Credit Agreement*" means that certain Credit Agreement, dated as of February 5, by and among First Cash, certain subsidiaries of First Cash from time to time party thereto, the lenders party thereto and Wells Fargo Bank, National Association, providing for up to $210.0 million of revolving credit borrowings, including any related notes, Guarantees, collateral documents, instruments and agreements executed in connection therewith, and, in each case, as amended, restated, modified, renewed, refunded, replaced in any manner (whether upon or after termination or otherwise) or refinanced (including by means of sales of debt securities to institutional investors) in whole or in part from time to time.

"*Credit Facilities*" means, one or more debt facilities (including, without limitation, any Credit Agreement), indentures or commercial paper facilities, in each case, with banks or other institutional lenders, accredited investors or institutional investors providing for revolving credit loans, term loans, term debt, debt securities, receivables financing (including through the sale of receivables to such lenders or to special purpose entities formed to borrow from such lenders against such receivables) or letters of credit, in each case, as amended, restated, modified, renewed, extended, increased, refunded, replaced in any manner (whether upon or after termination or otherwise) or refinanced (including by means of sales of debt securities to institutional investors) in whole or in part from time to time (and without limitation as to amount, terms, conditions, covenants and other provisions, including increasing the amount of available borrowings thereunder, changing or replacing agent banks and lenders thereunder or adding, removing or reclassifying Subsidiaries of First Cash as borrowers or guarantors thereunder).

"*CSO Program*" means the program whereby First Cash and its Subsidiaries assist customers in obtaining extensions of credit in the State of Texas.

"*Deemed Capitalized Leases*" means obligations of First Cash or any Restricted Subsidiary of First Cash that are classified as "capital lease obligations" under GAAP due to the application of ASC Topic 840 or any subsequent pronouncement having similar effect and, except for such regulation or pronouncement, such obligation would not constitute a Capital Lease Obligation.

"*Default*" means any event that is, or with the passage of time or the giving of notice or both would be, an Event of Default.

"*Designated Noncash Consideration*" means the fair market value of noncash consideration received by First Cash or a Restricted Subsidiary in connection with an Asset Sale that is so designated as Designated Noncash Consideration pursuant to an Officers' Certificate, setting forth the basis of such valuation, executed by an executive vice president and the principal financial officer of First Cash, less the amount of cash or Cash Equivalents received in connection with a subsequent sale of such Designated Noncash Consideration.

"*Disqualified Stock*" means any Capital Stock that, by its terms (or by the terms of any security into which it is convertible, or for which it is exchangeable, in each case, at the option of the holder of the Capital Stock), or upon the happening of any event, matures or is mandatorily redeemable, pursuant to a sinking fund obligation or otherwise, or redeemable at the option of the holder of the Capital Stock, in whole or in part, on or prior to the date that is 91 days after the date on which the notes mature. Notwithstanding the preceding sentence, any Capital Stock that would constitute Disqualified Stock solely because the holders of the Capital Stock have the right to require First Cash to repurchase such Capital Stock upon the occurrence of a change of control or an

asset sale will not constitute Disqualified Stock if the terms of such Capital Stock provide that First Cash may not repurchase or redeem any such Capital Stock pursuant to such provisions unless such repurchase or redemption complies with the covenant described above under the caption "—Certain Covenants —Restricted Payments." The amount of Disqualified Stock deemed to be outstanding at any time for purposes of the indenture will be the maximum amount that First Cash and its Restricted Subsidiaries may become obligated to pay upon the maturity of, or pursuant to any mandatory redemption provisions of, such Disqualified Stock, exclusive of accrued dividends.

"*Domestic Subsidiary*" means any Restricted Subsidiary of First Cash that was formed under the laws of the United States or any state of the United States or the District of Columbia or that guarantees or otherwise provides direct credit support for any Indebtedness of First Cash.

"*Equity Interests*" means Capital Stock and all warrants, options or other rights to acquire Capital Stock (but excluding any debt security that is convertible into, or exchangeable for, Capital Stock).

"*Equity Offering*" means a public sale either (1) of Equity Interests of First Cash by First Cash (other than Disqualified Stock and other than to a Subsidiary of First Cash) or (2) of Equity Interests of a direct or indirect parent entity of First Cash (other than to First Cash or a Subsidiary of First Cash) to the extent that the net proceeds therefrom are contributed to the common equity capital of First Cash.

"*Existing Indebtedness*" means all Indebtedness of First Cash and its Subsidiaries (other than Indebtedness under the Credit Agreement) in existence on the date of the indenture, until such amounts are repaid.

"*Fair Market Value*" means the value that would be paid by a willing buyer to an unaffiliated willing seller in a transaction not involving distress or necessity of either party, determined in good faith by senior management of First Cash and, with respect to any transaction involving aggregate value in excess of $7.5 million, by the Board of Directors of First Cash (unless otherwise provided in the indenture).

"*Fixed Charge Coverage Ratio*" means with respect to any specified Person for any period, the ratio of the Consolidated EBITDA of such Person for such period to the Fixed Charges of such Person for such period. In the event that the specified Person or any of its Restricted Subsidiaries incurs, assumes, guarantees, repays, repurchases, redeems, defeases or otherwise discharges any Indebtedness (other than ordinary working capital borrowings) or issues, repurchases or redeems preferred stock subsequent to the commencement of the period for which the Fixed Charge Coverage Ratio is being calculated and on or prior to the date on which the event for which the calculation of the Fixed Charge Coverage Ratio is made (the "*Calculation Date*"), then the Fixed Charge Coverage Ratio will be calculated giving pro forma effect (in accordance with Regulation S-X under the Securities Act) to such incurrence, assumption, Guarantee, repayment, repurchase, redemption, defeasance or other discharge of Indebtedness, or such issuance, repurchase or redemption of preferred stock, and the use of the proceeds therefrom, as if the same had occurred at the beginning of the applicable four-quarter reference period.

In addition, for purposes of calculating the Fixed Charge Coverage Ratio:

(1) acquisitions that have been made by the specified Person or any of its Restricted Subsidiaries, including through mergers or consolidations, or any Person or any of its Restricted Subsidiaries acquired by the specified Person or any of its Restricted Subsidiaries, and including all related financing transactions and including increases in ownership of Restricted Subsidiaries, during the four-quarter reference period or subsequent to such reference period and on or prior to the Calculation Date, or that are to be made on the Calculation Date, will be given pro forma effect (in accordance with Regulation S-X under the Securities Act) as if they had occurred on the first day of the four-quarter reference period;

(2) the Consolidated EBITDA attributable to discontinued operations, as determined in accordance with GAAP, and operations or businesses (and ownership interests therein) disposed of prior to the Calculation Date, will be excluded;

(3) the Fixed Charges attributable to discontinued operations, as determined in accordance with GAAP, and operations or businesses (and ownership interests therein) disposed of prior to the Calculation Date, will be excluded, but only to the extent that the obligations giving rise to such Fixed Charges will not be obligations of the specified Person or any of its Restricted Subsidiaries following the Calculation Date;

(4) any Person that is a Restricted Subsidiary on the Calculation Date will be deemed to have been a Restricted Subsidiary at all times during such four-quarter period;

(5) any Person that is not a Restricted Subsidiary on the Calculation Date will be deemed not to have been a Restricted Subsidiary at any time during such four-quarter period; and

(6) if any Indebtedness bears a floating rate of interest, the interest expense on such Indebtedness will be calculated as if the rate in effect on the Calculation Date had been the applicable rate for the entire period (taking into account any Hedging Obligation applicable to such Indebtedness if such Hedging Obligation has a remaining term as at the Calculation Date in excess of 12 months).

"*Fixed Charges*" means, with respect to any specified Person for any period, the sum, without duplication, of:

(1) the consolidated interest expense of such Person and its Restricted Subsidiaries for such period, whether paid or accrued, including, without limitation, amortization of debt issuance costs and original issue discount, non-cash interest payments, the interest component of any deferred payment obligations, the interest component of all payments associated with Capital Lease Obligations (but excluding any interest expense attributable to Deemed Capitalized Leases), imputed interest with respect to Attributable Debt, commissions, discounts and other fees and charges incurred in respect of letter of credit or bankers' acceptance financings, and net of the effect of all payments made or received pursuant to Hedging Obligations in respect of interest rates; *plus*

(2) the consolidated interest expense of such Person and its Restricted Subsidiaries that was capitalized during such period; *plus*

(3) any interest on Indebtedness of another Person that is guaranteed by such Person or one of its Restricted Subsidiaries or secured by a Lien on assets of such Person or one of its Restricted Subsidiaries, whether or not such Guarantee or Lien is called upon; *plus*

(4) the product of (a) all dividends, whether paid or accrued and whether or not in cash, on any series of preferred stock of such Person or any of its Restricted Subsidiaries, other than dividends on Equity Interests payable solely in Equity Interests of First Cash (other than Disqualified Stock) or to First Cash or a Restricted Subsidiary of First Cash, *times* (b) a fraction, the numerator of which is one and the denominator of which is one minus the then current combined federal, state and local statutory tax rate of such Person, expressed as a decimal, in each case, determined on a consolidated basis in accordance with GAAP;

in each case, excluding (i) the amortization or write-off of debt issuance costs and deferred financing fees, commissions, fees and expenses and (ii) any expensing of loan commitment and other financing fees.

"*Foreign Subsidiary*" means any Restricted Subsidiary of First Cash that is not a Domestic Subsidiary.

"*GAAP*" means generally accepted accounting principles set forth in the opinions and pronouncements of the Accounting Principles Board of the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board or in such other statements by such other entity as have been approved by a significant segment of the accounting profession, which are in effect from time to time.

"*Guarantee*" means a guarantee other than by endorsement of negotiable instruments for collection in the ordinary course of business, direct or indirect, in any manner including, without limitation, by way of a pledge of

assets or through letters of credit or reimbursement agreements in respect thereof, of all or any part of any Indebtedness (whether arising by virtue of partnership arrangements, or by agreements to keep-well, to purchase assets, goods, securities or services, to take or pay or to maintain financial statement conditions or otherwise).

"*Guarantors*" means any Subsidiary of First Cash that executes a Note Guarantee in accordance with the provisions of the indenture, and their respective successors and assigns, in each case, until the Note Guarantee of such Person has been released in accordance with the provisions of the indenture.

"*Hedging Obligations*" means, with respect to any specified Person, the obligations of such Person under:

(1) interest rate swap agreements (whether from fixed to floating or from floating to fixed), interest rate cap agreements and interest rate collar agreements;

(2) other agreements or arrangements designed to manage interest rates or interest rate risk; and

(3) other agreements or arrangements designed to protect such Person against fluctuations in currency exchange rates or commodity prices.

"*Indebtedness*" means, with respect to any specified Person, any indebtedness of such Person (excluding accrued expenses and trade payables), whether or not contingent:

(1) in respect of borrowed money;

(2) evidenced by or issued in exchange for bonds, notes, debentures or similar instruments or letters of credit (or reimbursement agreements in respect thereof);

(3) in respect of banker's acceptances;

(4) representing Capital Lease Obligations or Attributable Debt in respect of sale and leaseback transactions;

(5) representing the balance deferred and unpaid of the purchase price of any property or services due more than six months after such property is acquired or such services are completed; or

(6) representing any Hedging Obligations, if and to the extent any of the preceding items (other than letters of credit, Attributable Debt and Hedging Obligations) would appear as a liability upon a balance sheet of the specified Person prepared in accordance with GAAP, but excluding Deemed Capitalized Leases. In addition, the term "Indebtedness" includes all Indebtedness of others secured by a Lien on any asset of the specified Person (whether or not such Indebtedness is assumed by the specified Person) and, to the extent not otherwise included, the Guarantee by the specified Person of any Indebtedness of any other Person. Indebtedness shall be calculated without giving effect to the effects of Statement of Financial Accounting Standards No. 133 and related interpretations to the extent such effects would otherwise increase or decrease an amount of Indebtedness for any purpose under the indenture as a result of accounting for any embedded derivatives created by the terms of such Indebtedness.

"*Investments*" means, with respect to any Person, all direct or indirect investments by such Person in other Persons (including Affiliates) in the forms of loans (including Guarantees or other obligations), advances or capital contributions (excluding accounts receivable arising in the ordinary course of business on terms customary in the trade, commission, travel, entertainment, relocation and similar advances to directors, officers and employees made in the ordinary course of business), purchases or other acquisitions for consideration of Indebtedness, Equity Interests or other securities, together with all items that are or would be classified as investments on a balance sheet prepared in accordance with GAAP. If First Cash or any Restricted Subsidiary of First Cash sells or otherwise disposes of any Equity Interests of any direct or indirect Restricted Subsidiary of First Cash such that, after giving effect to any such sale or disposition, such Person is no longer a Restricted Subsidiary of First Cash, First Cash will be deemed to have made an Investment on the date of any such sale or disposition equal to the Fair Market Value of First Cash's Investments in such Subsidiary that were not sold or

disposed of in an amount determined as provided in the final paragraph of the covenant described above under the caption "—Certain Covenants—Restricted Payments." The acquisition by First Cash or any Restricted Subsidiary of First Cash of a Person that holds an Investment in a third Person will be deemed to be an Investment by First Cash or such Restricted Subsidiary in such third Person in an amount equal to the Fair Market Value of the Investments held by the acquired Person in such third Person in an amount determined as provided in the final paragraph of the covenant described above under the caption "—Certain Covenants—Restricted Payments." Except as otherwise provided in the indenture and subject to clauses (c)(3) and (c)(4) of the first paragraph of the covenant described above under the caption "—Certain Covenants—Restricted Payments," the amount of an Investment will be determined at the time the Investment is made and without giving effect to subsequent changes in value.

"*Lien*" means, with respect to any asset, any mortgage, lien, pledge, charge, security interest or encumbrance of any kind in respect of such asset, whether or not filed, recorded or otherwise perfected under applicable law, including any conditional sale or other title retention agreement, any lease in the nature thereof, any option or other agreement to sell or give a security interest in and any filing of or agreement to give any financing statement under the Uniform Commercial Code (or equivalent statutes) of any jurisdiction.

"*Moody's*" means Moody's Investors Service, Inc.

"*Net Proceeds*" means the aggregate amount of cash proceeds and Cash Equivalents received by First Cash or any of its Restricted Subsidiaries in respect of any Asset Sale (including, without limitation, any cash or Cash Equivalents received upon the sale or other disposition of any non-cash consideration received in any Asset Sale), net of the direct costs relating to such Asset Sale, including, without limitation, legal, accounting and investment banking fees, and sales commissions, and any relocation expenses incurred as a result of the Asset Sale, taxes paid or payable as a result of the Asset Sale, in each case, after taking into account any available tax credits or deductions and any tax sharing arrangements, and amounts required to be applied to the repayment of Indebtedness, other than Senior Debt/Indebtedness under a Credit Facility, secured by a Lien on the asset or assets that were the subject of such Asset Sale and any reserve for adjustment or indemnification obligations in respect of the sale price of such asset or assets established in accordance with GAAP.

"*Non-Recourse Debt*" means Indebtedness:

(1) as to which neither First Cash nor any of its Restricted Subsidiaries (a) provides credit support of any kind (including any undertaking, agreement or instrument that would constitute Indebtedness) or (b) is directly or indirectly liable as a guarantor or otherwise; and

(2) as to which the lenders have been notified in writing that they will not have any recourse to the stock or assets of First Cash or any of its Restricted Subsidiaries (other than the Equity Interests of an Unrestricted Subsidiary).

"*Note Guarantee*" means the Guarantee by each Guarantor of First Cash's obligations under the indenture and the notes, executed pursuant to the provisions of the indenture.

"*Obligations*" means any principal, interest, penalties, fees, indemnifications, reimbursements, damages and other liabilities payable under the documentation governing any Indebtedness.

"*Permitted Business*" means any business that is the same as, or reasonably related, ancillary or complementary to, any of the businesses in which First Cash and its Restricted Subsidiaries are engaged on the date of the indenture, and reasonable extensions, developments or expansions of such businesses.

"*Permitted Investments*" means:

(1) any Investment in First Cash or in a Restricted Subsidiary of First Cash; *provided* that the aggregate amount of Investments made by First Cash or a Restricted Subsidiary in a Restricted Subsidiary that is

not a Guarantor shall not exceed the greater of $30.0 million or 4% of Consolidated Total Assets at any time outstanding;

(2) any Investment in Cash Equivalents;

(3) any Investment by First Cash or any Restricted Subsidiary of First Cash in a Person, if as a result of such Investment:

(a) such Person becomes a Restricted Subsidiary of First Cash; or

(b) such Person is merged, consolidated or amalgamated with or into, or transfers or conveys substantially all of its assets to, or is liquidated into, First Cash or a Restricted Subsidiary of First Cash;

(4) any Investment made as a result of the receipt of non-cash consideration from an Asset Sale that was made pursuant to and in compliance with the covenant described above under the caption "—Repurchase at the Option of Holders—Asset Sales;"

(5) any acquisition of assets or Capital Stock solely in exchange for the issuance of Equity Interests (other than Disqualified Stock) of First Cash;

(6) any Investments received in compromise or resolution of (A) obligations of trade creditors or customers that were incurred in the ordinary course of business of First Cash or any of its Restricted Subsidiaries, including pursuant to any plan of reorganization or similar arrangement upon the bankruptcy or insolvency of any trade creditor or customer or upon the foreclosure with respect to any secured Investment or other transfer of title with respect to any secured Investment; or (B) litigation, arbitration or other disputes;

(7) Investments represented by Hedging Obligations;

(8) loans or advances to employees made in the ordinary course of business of First Cash or any Restricted Subsidiary of First Cash in an aggregate principal amount not to exceed $2.0 million at any time outstanding;

(9) repurchases of the notes;

(10) any guarantee of Indebtedness permitted to be incurred by the covenant entitled "—Certain Covenants—Incurrence of Indebtedness and Issuance of Preferred Stock" other than a guarantee of Indebtedness of an Affiliate of First Cash that is not a Restricted Subsidiary of First Cash;

(11) any Investment existing on, or made pursuant to binding commitments existing on, the date of the indenture and any Investment consisting of an extension, modification or renewal of any Investment existing on, or made pursuant to a binding commitment existing on, the date of the indenture; *provided* that the amount of any such Investment may be increased (a) as required by the terms of such Investment as in existence on the date of the indenture or (b) as otherwise permitted under the indenture;

(12) Investments acquired after the date of the indenture as a result of the acquisition by First Cash or any Restricted Subsidiary of First Cash of another Person, including by way of a merger, amalgamation or consolidation with or into First Cash or any of its Restricted Subsidiaries, or all or substantially all of the assets of another Person, in each case, in a transaction that is not prohibited by the covenant described above under the caption "—Merger, Consolidation or Sale of Assets" after the date of the indenture to the extent that such Investments were not made in contemplation of such acquisition, merger, amalgamation or consolidation and were in existence on the date of such acquisition, merger, amalgamation or consolidation;

(13) Investments constituting deposits, prepayments and other credits to suppliers made in the ordinary course of business;

(14) deposits of cash made in the ordinary course of business to secure performance of operating leases;

(15) pawn transactions, pawn loans and other consumer loans or participations therein in the ordinary course of the day to day business of First Cash and its Restricted Subsidiaries;

(16) Investments by a non-Guarantor Restricted Subsidiary in a non-Guarantor Restricted Subsidiary;

(17) letters of credit issued in connection with the CSO Program permitted under clause (17) of the definition of Permitted Debt; and

(18) other Investments in any Person having an aggregate Fair Market Value (measured on the date each such Investment was made and without giving effect to subsequent changes in value), when taken together with all other Investments made pursuant to this clause (18) that are at the time outstanding not to exceed the greater of $15.0 million or 2% of Consolidated Total Assets.

"*Permitted Liens*" means:

(1) Liens on assets of First Cash or any Guarantor or any of its Restricted Subsidiaries securing Indebtedness and other Obligations under Credit Facilities that was permitted by the terms of the indenture to be incurred pursuant to clause (1) or clause (19) of the definition of Permitted Debt;

(2) Liens to secure Hedging Obligations and/or Obligations with respect to Treasury Management Arrangements incurred in the ordinary course of business;

(3) Liens on property of a Person existing at the time such Person becomes a Restricted Subsidiary of First Cash or is merged with or into or consolidated with First Cash or any Restricted Subsidiary of First Cash; provided that such Liens were in existence prior to the contemplation of such Person becoming a Restricted Subsidiary of First Cash or such merger or consolidation and do not extend to any assets other than those of the Person that becomes a Restricted Subsidiary of First Cash or is merged with or into or consolidated with First Cash or any Restricted Subsidiary of First Cash;

(4) Liens on property (including Capital Stock) existing at the time of acquisition of such property by First Cash or any Subsidiary of First Cash; provided that such Liens were in existence prior to such acquisition and not incurred in contemplation of, such acquisition;

(5) Liens to secure the performance of statutory obligations, government contracts, trade contracts, insurance, surety or appeal bonds, bids, leases, workers compensation obligations, performance bonds or other obligations of a like nature incurred in the ordinary course of business (including Liens to secure letters of credit issued to assure payment of such obligations and Liens to secure pledges or deposits with respect to such obligations);

(6) Liens to secure Indebtedness (including Capital Lease Obligations) permitted by clause (4) of the second paragraph of the covenant entitled "—Certain Covenants—Incurrence of Indebtedness and Issuance of Preferred Stock" covering only the assets acquired with or financed by such Indebtedness;

(7) Liens to secure Indebtedness of Restricted Subsidiaries that are not Guarantors permitted under the covenant entitled "—Certain Covenants—Incurrence of Indebtedness and Issuance of Preferred Stock"; provided that such Liens may not extend to any property or assets of First Cash or any Guarantor other than the Capital Stock of such non-Guarantor Restricted Subsidiaries;

(8) Liens on the Capital Stock of any Unrestricted Subsidiary to secure Indebtedness of such Unrestricted Subsidiary;

(9) Liens existing on the date of the indenture (and replacement Liens that do not encumber additional assets, unless such encumbrance is otherwise permitted by the indenture), other than Liens securing Indebtedness and other obligations incurred pursuant to clause (1) of the second paragraph of the covenant entitled "—Certain Covenants—Incurrence of Indebtedness and Issuance of Preferred Stock";

(10) Liens for taxes, assessments or governmental charges or claims that are not yet delinquent for more than 30 days or that are being contested in good faith by appropriate proceedings promptly instituted

and diligently concluded; provided that any reserve or other appropriate provision as is required in conformity with GAAP has been made therefor;

(11) Liens imposed by law, such as carriers', warehousemen's, landlord's and mechanics' Liens, in each case, incurred in the ordinary course of business;

(12) survey exceptions, easements or reservations of, or rights of others for, licenses, rights-of-way, sewers, electric lines, telegraph and telephone lines and other similar purposes, or zoning or other restrictions as to the use of real property that were not incurred in connection with Indebtedness and 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 such Person;

(13) Liens created for the benefit of (or to secure) the notes or the Note Guarantees;

(14) Liens to secure any Permitted Refinancing Indebtedness permitted to be incurred under the indenture; *provided*, *however*, that:

(a) the new Lien is limited to all or part of the same property and assets that secured or, under the written agreements pursuant to which the original Lien arose, could secure the original Lien (plus improvements and accessions to, such property or proceeds or distributions thereof); and

(b) the Indebtedness secured by the new Lien is not increased to any amount greater than the sum of (x) the outstanding principal amount, or, if greater, committed amount, of the Indebtedness renewed, refunded, refinanced, replaced, defeased or discharged with such Permitted Refinancing Indebtedness and (y) an amount necessary to pay any fees and expenses, including premiums, related to such renewal, refunding, refinancing, replacement, defeasance or discharge;

(15) Liens on insurance policies and proceeds thereof, or other deposits, to secure insurance premium financings;

(16) any interest or title of a lessor, licensor or sublessor under any lease, license or sublease entered into by First Cash or any of its Restricted Subsidiaries in the ordinary course of business and covering only the assets so leased, licensed or subleased, including the filing of Uniform Commercial Code financing statements as a precautionary measure in connection with operating leases;

(17) bankers' Liens, rights of setoff, Liens arising out of judgments or awards not constituting an Event of Default and notices of lis pendens and associated rights related to litigation being contested in good faith by appropriate proceedings and for which adequate reserves have been made;

(18) Liens on cash, Cash Equivalents or other property arising in connection with the defeasance, discharge or redemption of Indebtedness;

(19) Liens on specific items of inventory or other goods (and the proceeds thereof) of any Person securing such Person's obligations in respect of bankers' acceptances issued or created in the ordinary course of business for the account of such Person to facilitate the purchase, shipment or storage of such inventory or other goods;

(20) grants of software and other technology licenses in the ordinary course of business;

(21) Liens arising out of conditional sale, title retention, consignment or similar arrangements for the sale of goods entered into in the ordinary course of business;

(22) Liens in favor of First Cash or any of the Guarantors;

(23) Assignments of insurance or condemnation proceeds provided to landlords (or their mortgagees) pursuant to the terms of any lease and Liens or rights reserved in any lease for rent or for compliance with the terms of such lease;

(24) Liens (i) of a collection bank arising under Section 4-210 of the UCC on the items in the course of collection, (ii) attaching to commodity trading accounts or other commodities brokerage accounts

incurred in the ordinary course of business and not for speculative purposes, (iii) in favor of a banking or other financial institution arising as a matter of law encumbering deposits or other funds maintained with a financial institution (including the right of setoff) and that are within the general parameters customary in the banking industry;

(25) Liens on the Equity Interests in joint ventures held by First Cash or its Restricted Subsidiaries securing the obligations of such joint ventures;

(26) options, put and call arrangements, rights of first refusal and similar rights to Investments in joint ventures, partnerships or other similar Permitted Investments;

(27) Liens (i) solely on any cash earnest money deposits made by First Cash or any of its Restricted Subsidiaries in connection with any letter of intent or purchase agreement permitted hereunder of (ii) consisting of an agreement to consummate an Asset Sale permitted to be made by the terms of the indenture;

(28) restrictions resulting from any zoning or similar law or right reserved to or vested in any governmental office or agency to control or regulate the use of any real property, in each case, which do not and will not interfere with or affect in any material respect the use, value or operations of any real estate asset of First Cash or any of its Restricted Subsidiaries or the ordinary conduct of the business of First Cash or any of its Restricted Subsidiaries; and

(29) Liens incurred in the ordinary course of business of First Cash or any Restricted Subsidiary of First Cash with respect to obligations that do not exceed $10.0 million at any time outstanding.

"*Permitted Refinancing Indebtedness*" means any Indebtedness of First Cash or any of its Restricted Subsidiaries issued in exchange for, or the net proceeds of which are used to renew, refund, refinance, replace, extend, defease or discharge other Indebtedness of First Cash or any of its Restricted Subsidiaries (other than intercompany Indebtedness); *provided* that:

(1) the principal amount (or accreted value, if applicable) of such Permitted Refinancing Indebtedness does not exceed the principal amount (or accreted value, if applicable) of the Indebtedness renewed, refunded, refinanced, replaced, extended, defeased or discharged (plus all accrued interest on the Indebtedness and the amount of all fees and expenses, including premiums, incurred in connection therewith);

(2) such Permitted Refinancing Indebtedness has a final maturity date no earlier than either (a) the final maturity date of the Indebtedness being renewed, refunded, refinanced, replaced, extended, defeased or discharged or (b) 91 days after the final maturity date of the notes;

(3) such Permitted Refinancing Indebtedness has a Weighted Average Life to Maturity at the time such Permitted Refinancing Indebtedness is incurred that is no shorter than the Weighted Average Life to Maturity of the portion of the Indebtedness being renewed, refunded, refinanced, replaced, extended, defeased or discharged;

(4) if the Indebtedness being renewed, refunded, refinanced, replaced, defeased or discharged is subordinated in right of payment to the notes, such Permitted Refinancing Indebtedness is subordinated in right of payment to the notes on terms at least as favorable to the holders of notes as those contained in the documentation governing the Indebtedness being renewed, refunded, refinanced, replaced, extended, defeased or discharged; and

(5) such Indebtedness is incurred either by First Cash or by the Restricted Subsidiary of First Cash that was the obligor on the Indebtedness being renewed, refunded, refinanced, replaced, defeased or discharged and is guaranteed only by Persons who were obligors on the Indebtedness being renewed, refunded, refinanced, replaced, extended, defeased or discharged.

For the avoidance of doubt, it is understood that such Indebtedness incurred in connection with such renewal, refunding, refinancing, extension, replacement, defeasance or discharge may constitute an issuance of Indebtedness in excess of the amount permitted under this definition of "Permitted Refinancing Indebtedness" to the extent that such excess amount is otherwise permitted under the covenant contained under the caption "—Certain Covenants —Incurrence of Indebtedness and Issuance of Preferred Stock."

"*Person*" means any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization, limited liability company or government or other entity.

"*Qualifying Equity Interests*" means Equity Interests of First Cash other than (1) Disqualified Stock; and (2) Equity Interests that were used to support an incurrence of Contribution Indebtedness.

"*Restricted Investment*" means an Investment other than a Permitted Investment.

"*Restricted Subsidiary*" of a Person means any Subsidiary of the referent Person that is not an Unrestricted Subsidiary.

"*S&P*" means Standard & Poor's Ratings Group.

"*Significant Subsidiary*" means any Restricted Subsidiary that would be a "significant subsidiary" as defined in Article 1, Rule 1-02 of Regulation S-X, promulgated pursuant to the Securities Act, as such Regulation is in effect on the date of the indenture.

"*Special Interest*" has the meaning assigned to that term pursuant to the registration rights agreement.

"*Stated Maturity*" means, with respect to any installment of interest or principal on any series of Indebtedness, the date on which the payment of interest or principal was scheduled to be paid in the documentation governing such Indebtedness as of the first date it was incurred in compliance with the terms of the indenture, and will not include any contingent obligations to repay, redeem or repurchase any such interest or principal prior to the date originally scheduled for the payment thereof; *provided* that, in the case of debt securities that are by their terms convertible into Capital Stock (or cash or a combination of cash and Capital Stock based on the value of the Capital Stock) of First Cash, any obligation to offer to repurchase such debt securities on a date(s) specified in the original terms of such securities, which obligation is not subject to any condition or contingency, will be treated as a Stated Maturity date of such convertible debt securities.

"*Subsidiary*" means, with respect to any specified Person:

(1) any corporation, association or other business entity of which more than 50% of the total voting power of shares of Capital Stock entitled (without regard to the occurrence of any contingency and after giving effect to any voting agreement or stockholders' agreement that effectively transfers voting power) to vote in the election of directors, managers or trustees of the corporation, association or other business entity is at the time owned or controlled, directly or indirectly, by that Person or one or more of the other Subsidiaries of that Person (or a combination thereof); and

(2) any partnership or limited liability company of which (a) more than 50% of the capital accounts, distribution rights, total equity and voting interests or general and limited partnership interests, as applicable, are owned or controlled, directly or indirectly, by such Person or one or more of the other Subsidiaries of that Person or a combination thereof, whether in the form of membership, general, special or limited partnership interests or otherwise, and (b) such Person or any Subsidiary of such Person is a controlling general partner or otherwise controls such entity.

"*Treasury Management Arrangement*" means any agreement or other arrangement governing the provision of treasury or cash management services, including deposit accounts, overdraft, credit or debit card, funds

transfer, automated clearinghouse, zero balance accounts, returned check concentration, controlled disbursement, lockbox, account reconciliation and reporting and trade finance services and other cash management services.

"*Treasury Rate*" means, as of any redemption date, the yield to maturity as of the earlier of (a) such redemption date or (b) the date on which such notes are defeased or satisfied and discharged, of the most recently issued 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 date (or, if such Statistical Release is no longer published, any publicly available source of similar market data)) most nearly equal to the period from the redemption date to April 1, 2017; *provided, however*, that if the period from the redemption date to April 1 2017, 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. Any such Treasury Rate shall be obtained by First Cash.

"*Unrestricted Subsidiary*" means any Subsidiary of First Cash that is designated by the Board of Directors of First Cash as an Unrestricted Subsidiary pursuant to a resolution of the Board of Directors, but only to the extent that such Subsidiary:

(1) has no Indebtedness other than Non-Recourse Debt;

(2) except as permitted by the covenant described above under the caption "—Certain Covenants— Transactions with Affiliates," is not party to any agreement, contract, arrangement or understanding with First Cash or any Restricted Subsidiary of First Cash unless the terms of any such agreement, contract, arrangement or understanding are no less favorable to First Cash or such Restricted Subsidiary than those that might be obtained at the time from Persons who are not Affiliates of First Cash;

(3) is a Person with respect to which neither First Cash nor any of its Restricted Subsidiaries has any direct or indirect obligation (a) to subscribe for additional Equity Interests 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

(4) has not guaranteed or otherwise directly or indirectly provided credit support for any Indebtedness of First Cash or any of its Restricted Subsidiaries.

"*Voting Stock*" of any specified Person as of any date means the Capital Stock of such Person that is at the time entitled to vote in the election of the Board of Directors of such Person.

"*Weighted Average Life to Maturity*" means, when applied to any Indebtedness at any date, the number of years obtained by dividing:

(1) the sum of the products obtained by multiplying (a) the amount of each then remaining installment, sinking fund, serial maturity or other required payments of principal, including payment at final maturity, in respect of the Indebtedness, by (b) the number of years (calculated to the nearest one-twelfth) that will elapse between such date and the making of such payment; *by*

(2) the then outstanding principal amount of such Indebtedness.

DESCRIPTION OF OTHER INDEBTEDNESS

For information regarding our indebtedness other than the notes, see Note 5 – Revolving Credit Facility to our Condensed Consolidated Financial Statements and "Management's Discussion and Analysis of Financial Condition and Results of Operations" – "Liquidity and Capital Resources" in our Quarterly Report on Form 10-Q for the quarter ended March 31, 2014.

CERTAIN U.S. FEDERAL INCOME TAX CONSIDERATIONS

TO ENSURE COMPLIANCE WITH TREASURY DEPARTMENT CIRCULAR 230, PROSPECTIVE HOLDERS ARE HEREBY NOTIFIED THAT: (A) ANY DISCUSSION OF U.S. FEDERAL TAX ISSUES IN THIS PROSPECTUS IS NOT INTENDED OR WRITTEN TO BE RELIED UPON, AND CANNOT BE RELIED UPON, BY HOLDERS OF THE NOTES FOR THE PURPOSE OF AVOIDING PENALTIES THAT MAY BE IMPOSED ON SUCH HOLDERS UNDER THE INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE "CODE"); (B) SUCH DISCUSSION IS WRITTEN IN CONNECTION WITH THE PROMOTION OR MARKETING OF THE TRANSACTIONS OR MATTERS ADDRESSED HEREIN; AND (C) PROSPECTIVE HOLDERS OF NOTES SHOULD SEEK ADVICE BASED ON THEIR PARTICULAR CIRCUMSTANCES FROM AN INDEPENDENT TAX ADVISOR.

The following discussion summarizes certain material U.S. federal income tax considerations, and in the case of a non-U.S. Holder (as defined below), certain U.S. federal estate tax considerations, that may be relevant to the acquisition, ownership and disposition of the notes, and does not purport to be a complete analysis of all potential tax effects and considerations relating thereto. This discussion is based upon the provisions of the Code, applicable U.S. Treasury Regulations promulgated thereunder ("Treasury Regulations"), judicial authority and administrative interpretations, all of which are as of the date of this document and all of which are subject to change or differing interpretations, possibly with retroactive effect. We cannot assure you that the Internal Revenue Service (the "IRS") will not challenge one or more of the tax consequences described in this discussion, and we have not obtained, nor do we intend to obtain, a ruling from the IRS with respect to the U.S. federal tax consequences of acquiring, holding or disposing of the notes.

This discussion is limited to holders who hold old notes and new notes as capital assets (generally, property held for investment) for tax purposes and who acquire new notes pursuant to the exchange offer. See "Description of the New Notes— Registration Rights; Special Interest." This discussion does not address the tax considerations arising under the laws of any foreign, state, local or other jurisdiction or any income tax treaty. In addition, this discussion does not address all tax considerations that may be important to a particular holder in light of the holder's circumstances or to holders that may be subject to special rules, such as:

- dealers in securities or currencies;
- traders in securities that have elected the mark-to-market method of accounting for their securities;
- U.S. Holders (as defined below) whose functional currency is not the U.S. dollar;
- persons holding notes as part of a hedge, straddle, conversion or other "synthetic security" or integrated transaction;
- U.S. expatriates;
- banks and other financial institutions;
- insurance companies;
- regulated investment companies;
- real estate investment trusts;
- "controlled foreign corporations" and "passive foreign investment companies;"
- persons subject to the alternative minimum tax;
- entities that are exempt from U.S. federal income tax; and
- partnerships and other pass-through entities and holders of interests therein.

If an entity treated as a partnership for U.S. federal income tax purposes holds the notes, the U.S. federal income tax treatment of a partner of the partnership generally will depend upon the status of the partner and the activities of the partnership. If you are a partner of a partnership acquiring the notes, you are urged to consult your own tax advisor about the U.S. federal income tax consequences of acquiring, holding and disposing of the notes.

PROSPECTIVE ACQUIRERS OF NEW NOTES IN THE EXCHANGE OFFER ARE URGED TO CONSULT THEIR OWN TAX ADVISORS REGARDING THE APPLICATION OF THE U.S. FEDERAL INCOME AND ESTATE TAX LAWS TO THEIR PARTICULAR SITUATIONS, AS WELL AS ANY TAX CONSEQUENCES OF THE ACQUISITION, OWNERSHIP AND DISPOSITION OF NEW NOTES UNDER U.S. FEDERAL GIFT TAX LAWS, UNDER THE LAWS OF ANY STATE, LOCAL OR FOREIGN JURISDICTION OR UNDER ANY APPLICABLE INCOME TAX TREATY.

As described above under “Description of the New Notes—Change of Control” and “Description of the New Notes—Registration Rights; Special Interest,” under certain circumstances the notes provide for payments in excess of stated interest and principal. The obligation to pay such amounts may implicate the provisions of Treasury Regulations relating to “contingent payment debt instruments” (the “CPDI Rules”). According to these CPDI Rules, however, the possibility that any such payments in excess of stated interest and principal will be made will not cause the notes to be treated as subject to the CPDI Rules if, as of the issue date, such contingencies are, in the aggregate, “remote” or “incidental.” We believe that the likelihood that we will be obliged to make any such payments on the notes is remote and/or that the amount of such payments, in the aggregate, will be incidental, and thus we intend to take the position that these provisions will not require the notes to be subject to the CPDI Rules. Our determination that these contingencies are remote and/or incidental and that the notes are not subject to the CPDI Rules is binding on a holder, unless the holder discloses in the proper manner to the IRS that it is taking a different position. Our determination is not, however, binding on the IRS, and if the IRS successfully challenged these positions, a holder subject to U.S. federal income taxation might be required to accrue ordinary income on its notes at a rate in excess of the stated interest rate and to treat as ordinary income rather than capital gain any gain realized on a taxable disposition of a note before the resolution of the contingencies. In the event a contingency occurs, it would affect the amount and timing of the income recognized by a holder of the notes. The remainder of this summary assumes that the notes will not be considered contingent payment debt instruments subject to the CPDI Rules. Holders are urged to consult their own tax advisors regarding the potential application of the CPDI Rules to the notes and the consequences thereof.

Tax Consequences to U.S. Holders

The following summary will apply to a holder if it is a U.S. Holder of the notes. For purposes of this discussion, the term “U.S. Holder” means a beneficial owner of a note that is for U.S. federal income tax purposes:

- an individual who is a U.S. citizen or U.S. resident alien;
- a corporation (or other entity taxable as a corporation for U.S. federal income tax purposes) that was created or organized in or under the laws of the United States, any state thereof or the District of Columbia;
- an estate whose income is subject to U.S. federal income taxation regardless of its source; or
- a trust (i) if a U.S. court is able to exercise primary supervision over the administration of the trust and one or more “United States persons” (as defined in the Code) have the authority to control all substantial decisions of the trust, or (ii) if the trust has a valid election in effect under applicable Treasury Regulations to be treated as a “United States person.”

Exchange Offer

The exchange of old notes for otherwise identical new notes registered under the Securities Act pursuant to the exchange offer will not constitute a taxable exchange. See "Description of the New Notes—Registration Rights; Special Interest." As a result, (i) a U.S. Holder will not recognize taxable gain or loss as a result of exchanging such holder's notes; (ii) the holding period of the new notes will include the holding period of the old notes exchanged therefor; and (iii) the adjusted tax basis of the new notes will be the same as the adjusted tax basis of the old notes exchanged therefor immediately before such exchange.

Interest on the Notes

Interest on your notes will be taxed as ordinary interest income. If you use the cash method of accounting for U.S. federal income tax purposes, you will have to include the stated interest on your notes in your gross income at the time you receive the interest; and if you use the accrual method of accounting for U.S. federal income tax purposes, you will have to include the interest on your notes in your gross income at the time the interest accrues.

Sale or Other Disposition of the Notes

Upon the sale, redemption, exchange or other taxable disposition of a note, you generally will recognize taxable gain or loss equal to the difference, if any, between the amount realized on the disposition (less any amount attributable to accrued and unpaid interest, which will be taxable as ordinary interest income to the extent not previously included in gross income, in the manner described under "Tax Consequences to U.S. Holders—Interest on the Notes") and your adjusted tax basis in the note. Your adjusted tax basis in a note generally will be your cost.

Your gain or loss generally will be capital gain or loss and will be long-term capital gain or loss if at the time of the disposition you have held the notes for more than one year. Subject to limited exceptions, your capital losses cannot be used to offset your ordinary income. If you are a non-corporate U.S. Holder, your long-term capital gain generally will be subject to a preferential rate of U.S. federal income tax. The deductibility of capital losses is subject to limitations.

Additional Tax on Net Investment Income

An additional 3.8% tax is imposed on the "net investment income" of certain U.S. citizens and resident aliens, and on the undistributed "net investment income" of certain estates and trusts. Among other items, "net investment income" generally includes gross income from interest and net gain from the disposition of property, such as the notes, less certain deductions. Prospective investors should consult their tax advisors with respect to the tax consequences of this additional tax.

Information Reporting and Backup Withholding

Information reporting generally will apply to payments of interest on, and the proceeds of the sale, redemption, exchange, retirement or other disposition of, notes. Backup withholding (at a rate of 28%) will apply to such payments unless a U.S. Holder provides the applicable withholding agent with a correct taxpayer identification number, certified under penalties of perjury, as well as certain other information or otherwise establishes an exemption from backup withholding. Backup withholding is not an additional tax. Any amount withheld under the backup withholding rules is allowable as a credit against the U.S. Holder's U.S. federal income tax liability, and a refund may be obtained if the amounts exceed the U.S. Holder's actual U.S. federal income tax liability and the U.S. Holder timely provides the required information or appropriate claim form to the IRS.

Tax Consequences to Non-U.S. Holders

For purposes of this discussion, the term "non-U.S. Holder" means a beneficial owner of a note that is an individual, corporation, estate or trust for U.S. federal income tax purposes that is not a U.S. Holder. (A modified definition of non-U.S. Holder applies for U.S. federal estate tax purposes, as discussed below). The following summary will apply to a non-U.S. Holder of notes.

Interest on the Notes

A non-U.S. Holder generally will not be subject to U.S. federal income or withholding tax on payments of interest on the notes pursuant to the "portfolio interest" exemption provided that such interest is not effectively connected with the conduct of a trade or business within the United States by the non-U.S. Holder and such non-U.S. Holder:

- does not own, directly or indirectly, actually or constructively, 10% or more of the total combined voting power of all classes of our voting stock;
- is not a "controlled foreign corporation" for U.S. federal income tax purposes that is considered related to us; and
- satisfies certain certification requirements (as discussed below).

The portfolio interest exemption and several of the special rules for non-U.S. Holders described below generally apply only if a non-U.S. Holder appropriately certifies as to its foreign status. A non-U.S. Holder can generally meet the certification requirement by providing a properly executed IRS Form W-8BEN or Form W-8BEN-E (or successor form) to the applicable withholding agent. If a non-U.S. Holder holds the notes through a financial institution or other agent acting on its behalf, the non-U.S. Holder may be required to provide appropriate certifications to the agent. The non-U.S. Holder's agent will then generally be required to provide appropriate certifications to the applicable withholding agent, either directly or through other intermediaries. Special rules apply to foreign partnerships, estates and trusts, and in certain circumstances certifications as to the foreign status of partners, trust owners or beneficiaries may have to be provided to the withholding agent. In addition, special rules apply to qualified intermediaries that enter into withholding agreements with the IRS.

If a non-U.S. Holder cannot satisfy the requirements described above, payments of interest made to the non-U.S. Holder will be subject to U.S. federal withholding tax at a 30% rate, unless the non-U.S. Holder provides the applicable withholding agent with a properly executed IRS Form W-8BEN or Form W-8BEN-E (or successor form) claiming an exemption from (or a reduction of) withholding under the benefit of an income tax treaty, or the payments of interest are effectively connected with the non-U.S. Holder's conduct of a trade or business in the United States and the non-U.S. Holder meets the certification requirements described below. See "—Tax Consequences to Non-U.S. Holders—Income or Gain Effectively Connected with a U.S. Trade or Business."

As described under "Description of the New Notes—Registration Rights—Special Interest," in the event of a registration default, we will be obligated to pay additional amounts with respect to the notes. Such payments may be treated as interest subject to the rules described above or as other income subject to U.S. federal withholding tax. A non-U.S. Holder that is subject to withholding tax on payments of such additional amounts should consult its own tax advisor as to whether it can obtain a refund of all or a portion of the withholding tax.

Exchange Offer

Any exchange of old notes for new notes pursuant to the exchange offer will not constitute a taxable exchange for U.S. federal income tax purposes for a non-U.S. Holder.

Disposition of the Notes

A non-U.S. Holder generally will not be subject to U.S. federal income tax (or any withholding thereof) with respect to gain, if any, recognized on the sale, redemption, exchange, retirement or other taxable disposition of a note unless:

- the gain is effectively connected with the conduct by the non-U.S. Holder of a U.S. trade or business (and, if required by an applicable income tax treaty, is treated as attributable to a permanent establishment maintained by the non-U.S. Holder in the United States); or
- the non-U.S. Holder is an individual who has been present in the United States for 183 days or more in the taxable year of disposition and certain other requirements are met.

A non-U.S. Holder whose gain is described in the first bullet point above generally will be subject to U.S. federal income tax in the manner described under "—Tax Consequences to Non-U.S. Holders—Income or Gain Effectively Connected With a U.S. Trade or Business." A non-U.S. Holder described in the second bullet point above will be subject to a flat 30% (or lower applicable treaty rate) U.S. federal income tax on the gain derived from the sale or other disposition, which may be offset by U.S. source capital losses.

Income or Gain Effectively Connected with a U.S. Trade or Business

If any interest on the notes or gain from the sale, exchange or other taxable disposition of the notes is effectively connected with a U.S. trade or business conducted by a non-U.S. Holder (and if required by an applicable income tax treaty, is attributable to a permanent establishment maintained by the non-U.S. Holder in the United States), then the interest income or gain will be subject to U.S. federal income tax at regular graduated income tax rates in the same manner as if such holder was a U.S. Holder, unless an applicable income tax treaty provides otherwise. Effectively connected interest income will not be subject to U.S. withholding tax if the non-U.S. Holder satisfies certain certification requirements by providing to the applicable withholding agent a properly executed IRS Form W-8ECI (or IRS Form W-8BEN or Form W-8BEN-E, if a treaty exemption applies) or successor form. If the non-U.S. Holder is a corporation, that portion of its earnings and profits that is effectively connected with its U.S. trade or business may also be subject to a "branch profits tax" at a 30% rate, unless an applicable income tax treaty provides for a lower rate. For this purpose, interest received on a note and gain recognized on the sale, exchange or other taxable disposition of a note will be included in earnings and profits of the non-U.S. Holder if the interest or gain is effectively connected with the conduct by the non-U.S. Holder of its U.S. trade or business.

U.S. Federal Estate Tax

If a non-U.S. Holder is an individual and is not a resident of the United States (as specially defined for U.S. federal estate tax purposes) at the time of the non-U.S. Holder's death, the notes generally will not be subject to the U.S. federal estate tax unless, at the time of the non-U.S. Holder's death, interest on the notes did not qualify for the portfolio interest exemption under the rules described above in "—Tax Consequences to Non-U.S. Holders—Interest on the Notes" (without regard to the certification requirement necessary to qualify for the portfolio interest exemption).

Information Reporting and Backup Withholding

Payments to a non-U.S. Holder of interest on a note, and amounts withheld from such payments, if any, generally will be required to be reported to the IRS and to the non-U.S. Holder. Copies of the information returns reporting such interest payments and withholding may also be made available to the tax authorities of the country in which the non-U.S. Holder resides or is established under the provisions of a specific treaty or agreement.

U.S. backup withholding (at a rate of 28%) generally will not apply to payments to a non-U.S. Holder of interest on a note if the statement described in "—Tax Consequences to Non-U.S. Holders—Interest on the

Notes" is duly provided by a non-U.S. Holder or a non-U.S. Holder otherwise establishes an exemption, provided that the applicable withholding agent does not have actual knowledge or reason to know that the non-U.S. Holder is a United States person as defined under the Code.

Payment of the proceeds of a disposition of a note effected by the U.S. office of a broker will be subject to information reporting requirements and backup withholding unless a non-U.S. Holder properly certifies under penalties of perjury as to its foreign status on Form W-8BEN (or other applicable Form W-8) and certain other conditions are met or the non-U.S. Holder otherwise establishes an exemption. Information reporting requirements and backup withholding generally will not apply to any payment of the proceeds of the disposition of a note effected outside the United States by a foreign office of a broker. However, information reporting (but generally not backup withholding) may apply to a payment of the proceeds of the disposition of a note effected outside the United States by such a broker if it has certain relationships with the United States.

Backup withholding is not an additional tax. Any amount withheld under the backup withholding rules is allowable as a credit against a non-U.S. Holder's U.S. federal income tax liability, if any, and a refund may be obtained if the amounts withheld exceed the non-U.S. Holder's actual U.S. federal income tax liability and the non-U.S. Holder timely provides the required information or appropriate claim form to the IRS.

Foreign Account Tax Compliance Act

Legislation enacted in 2010, commonly referred to as "FATCA" imposes a 30% withholding tax on payments of interest on, and the gross proceeds from the disposition of, certain debt instruments paid to certain non-U.S. entities (including in certain instances where such entities are acting as intermediaries) unless such non-U.S. entity complies with certain reporting requirements regarding its direct and indirect U.S. account holders and owners. Pursuant to final Treasury Regulations and other IRS administrative guidance, this withholding tax will not apply to (i) interest income that is paid on or before June 30, 2014, or (ii) gross proceeds from the disposition of a debt instrument or other withholdable payments paid on or before December 31, 2016. Debt obligations that are issued before July 1, 2014 generally are not subject to FATCA withholding unless the terms of such obligations are significantly modified on or after July 1, 2014. Prospective purchasers of the notes should consult their own tax advisors regarding the effect, if any, of the FATCA rules for them based on their particular circumstances.

THE PRECEDING DISCUSSION OF CERTAIN MATERIAL U.S. FEDERAL INCOME AND ESTATE TAX CONSIDERATIONS IS FOR GENERAL INFORMATION ONLY AND IS NOT TAX ADVICE. WE URGE EACH PROSPECTIVE INVESTOR TO CONSULT ITS OWN TAX ADVISOR REGARDING THE PARTICULAR U.S. FEDERAL, STATE, LOCAL AND FOREIGN TAX CONSEQUENCES OF PURCHASING, HOLDING AND DISPOSING OF THE NOTES, INCLUDING THE CONSEQUENCES OF ANY PROPOSED CHANGE IN APPLICABLE LAWS.

PLAN OF DISTRIBUTION

Based on interpretations by the staff of the SEC, as set forth in no-action letters issued to third parties that are not related to us, we believe that the new notes you receive in the exchange offer may be offered for resale, resold or otherwise transferred by you without compliance with the registration and prospectus delivery provisions of the Securities Act so long as:

- you acquire the new notes in the exchange offer in the ordinary course of your business;
- you have not engaged in, do not intend to engage in, and have no arrangement or understanding with any person to participate in the distribution, as defined in the Securities Act, of the new notes you will receive in the exchange offer;
- you are not our "affiliate" as defined in Rule 405 under the Securities Act; and
- you are not a broker-dealer that acquired old notes from us or in market-making transactions or other trading activities.

By tendering your old notes as described in "The Exchange Offer—Exchange Offer Procedures," you will be making representations to this effect. If you fail to satisfy any of these conditions, you cannot rely on the position of the SEC set forth in the no-action letters referred to above and you must comply with the registration and prospectus delivery requirements of the Securities Act in connection with a resale of the new notes.

Each broker-dealer that receives new 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 new 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 the new notes received in exchange for the old notes where such old notes were acquired as a result of market-making activities or other trading activities. We have agreed that we will make available this prospectus, as amended or supplemented, to any broker-dealer for use in connection with resales for a period commencing on the date the exchange offer is consummated and continuing for such period of time as such broker-dealer must comply with the applicable prospectus delivery requirements of the Securities Act; provided, however, that for any day during such period that we restrict the use of this prospectus, such period will be extended on a day-for-day basis.

We will not receive any proceeds from any sale of new notes by broker-dealers. New 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 new 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 new notes. Any broker-dealer that resells new 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 new notes may be deemed to be an "underwriter" within the meaning of the Securities Act, and any profit on any such resale of new 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.

We have agreed to pay all expenses incident to the exchange offer (including the expenses of one counsel for the holders of the notes) other than 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.

LEGAL MATTERS

The validity of the new notes and guarantees is being passed upon for us by Alston & Bird LLP and, as to matters of Colorado law, Holland & Hart LLP.

INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

The consolidated financial statements of First Cash Financial Services, Inc. and its subsidiaries incorporated in this prospectus by reference to First Cash Financial Services, Inc.'s Current Report on Form 8-K filed with the SEC on June 27, 2014 and the effectiveness of First Cash Financial Services, Inc.'s internal control over financial reporting as of December 31, 2013 incorporated in this prospectus by reference to First Cash Financial Services, Inc.'s Annual Report on Form 10-K for the year ended December 31, 2013 have been audited by Hein & Associates LLP, an independent registered public accounting firm, as set forth in their reports related thereto, which are incorporated herein by reference. Such consolidated financial statements and assessment of the effectiveness of internal control over financial reporting as of December 31, 2013 have been so incorporated in reliance upon such reports given on the authority of such firm as experts in accounting and auditing.

WHERE YOU CAN FIND MORE INFORMATION

We file annual, quarterly and current reports, proxy statements and other information with the SEC. You may read and copy any of these reports, statements or other information at the SEC's public reference room at 100 F Street, N.E., Washington, D.C. 20549 or at its regional offices. You can request copies of those documents, upon payment of a duplicating fee, by writing to the SEC. Please call the SEC at 1-800-SEC-0330 for further information about the public reference room. Our filings are also available to the public at the SEC's website at www.sec.gov. and at our corporate website at www.firstcash.com. The information found on or accessible through our website is not part of this prospectus and is not incorporated by reference into this prospectus. In addition, you can inspect and copy our reports, proxy statements and other information at the offices of The New York Stock Exchange, Inc., 20 Broad Street, New York, New York 10005.

We "incorporate by reference" into this prospectus documents we file with the SEC, which means that we can disclose important information to you by referring you to those documents. The information incorporated by reference is an important part of this prospectus. Some information contained in this prospectus updates the information incorporated by reference, and information that we file subsequently with the SEC will automatically update this prospectus. In other words, in the case of a conflict or inconsistency between information set forth in this prospectus and information that we file later and incorporate by reference into this prospectus, you should rely on the information contained in the document that was filed later.

We incorporate by reference into this prospectus the documents listed below and any filings we make with the SEC under Sections 13(a), 13(c), 14, or 15(d) of the Securities Exchange Act of 1934, as amended, after the date of this prospectus and before the completion of the offering of the new notes (other than, in each case, documents or information deemed to have been furnished and not "filed" in accordance with SEC rules):

- our Annual Report on Form 10-K for the year ended December 31, 2013 (filed on February 28, 2014);
- our Quarterly Report on Form 10-Q for the quarter ended March 31, 2014 (filed on April 24, 2014); and
- our Current Reports on Form 8-K filed on January 28, 2014, February 7, 2014, March 25, 2014, June 12, 2014, June 24, 2014 and June 27, 2014.

You may request a copy of the above filings and any future filings that are incorporated by reference into this prospectus, other than an exhibit to a filing unless that exhibit is specifically incorporated by reference into

that filing, at no cost, by writing or calling us at the following address: First Cash Financial Services, Inc., 690 East Lamar Blvd., Suite 400, Arlington, Texas 76011; telephone: (817) 460-3947; Attention: R. Douglas Orr.

You should rely only on the information contained or incorporated by reference in this prospectus and any information about the terms of the exchange offer or the new notes conveyed to you by us, the trustee or our agents. We have not authorized anyone else to provide you with additional or different information. The new notes are being offered only in jurisdictions where the offer is permitted. You should not assume that information contained in this prospectus is accurate as of any date other than their respective dates.

Table of Contents

First Cash Financial Services, Inc.

Offer to Exchange

Up to $200,000,000 aggregate principal amount of

6.75% Senior Notes due 2021

That have not been registered under the Securities Act of 1933

For

Up to $200,000,000 aggregate principal amount of

6.75% Senior Notes due 2021

That have been registered under the Securities Act of 1933

PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

Item 20. Indemnification of Directors and Officers.

DELAWARE

The Delaware General Corporation Law

First Cash Financial Services, Inc. and First Cash Corp. are incorporated under the laws of the State of Delaware.

Section 145(a) of the Delaware General Corporation Law (the "DGCL") provides that a Delaware corporation may 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 such person 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 the person in connection with such action, suit or proceeding if the person acted in good faith and in a manner the person 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 the person's conduct was unlawful.

Section 145(b) of the DGCL provides that a Delaware corporation may 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 or in the 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 such person in connection with the defense or settlement of such action or suit if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the corporation, except that no indemnification shall be made in respect of 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 shall deem proper.

Under Section 145(d) of the DGCL, indemnification can only be made upon a determination that indemnification of the present or former director, officer or employee or agent is proper in the circumstances because such person has met the applicable standard of conduct set forth in Section 145(a) and (b).

Section 145(g) of the DGCL empowers a corporation to purchase and maintain insurance on behalf of any person who 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 any liability asserted against such person and incurred by such person in any such capacity, or arising out of such person's status as such, whether or not the corporation would have the power to indemnify such person against such liability under Section 145 of the DGCL.

Section 102(b)(7) of the DGCL permits a corporation to provide for the elimination or limitation of the personal liability of its directors for monetary damages related to a breach of fiduciary duty as a director, as long as the corporation does not eliminate or limit the liability of a director for acts or omissions (1) which breached the director's duty of loyalty to the corporation or its stockholders, (2) which were not in good faith or which involve intentional misconduct or knowing violation of law, (3) under Section 174 of the DGCL, or (4) from which the director derived an improper personal benefit.

The certificate of incorporation of First Cash Financial Services, Inc. generally provides that the corporation's officers and directors shall be indemnified to the fullest extent permitted by applicable law, subject to certain exceptions. The amended bylaws of First Cash Financial Services, Inc. generally provide that the corporation's officers and directors shall be indemnified to the fullest extent currently permitted by the DGCL, subject to certain exceptions. The certificate of incorporation further provides that First Cash Financial Services, Inc. may maintain insurance on behalf of its current or former officers and directors to protect against any expense, liability or loss incurred in their capacity as an officer or director, whether or not the corporation would have the power to indemnify such person against such expense, liability, or loss under applicable law. The amended bylaws of First Cash Financial Services, Inc. generally provide that the corporation may purchase and maintain insurance on behalf of its officers and directors to the fullest extent currently permitted under the DGCL. The bylaws of First Cash Corp. provide that the corporation shall indemnify its officers and directors to the fullest extent permitted by Section 145 of the DGCL. The bylaws of First Cash Corp. also generally provide that the corporation may purchase and maintain insurance on behalf of its officers and directors to the fullest extent currently permitted under the DGCL.

The certificate of incorporation of First Cash Financial Services, Inc. provides for the elimination of personal liability of the corporation's directors for monetary damages related to a breach of fiduciary duty as a director to the fullest extent currently permitted by the DGCL. The certificate of incorporation and bylaws of First Cash Corp. provide for the elimination of personal liability of the corporation's directors for any monetary damages related to a breach of fiduciary duty as a director to the fullest extent currently permitted by the DGCL. The certificate of incorporation of First Cash Corp. further provides that if the DGCL is later amended to authorize the further elimination or limitation of the liability of directors, then the liability of a director of the corporation, in addition to the limitation of personal liability currently provided for in the certificate of incorporation, shall be limited or eliminated to the fullest extent permitted by the amended DGCL.

The Delaware Limited Liability Company Act

First Cash Management, L.L.C. is a limited liability company formed under the laws of the State of Delaware.

Section 18-108 of the Delaware Limited Liability Company Act (the "DLLCA") provides that, subject to the standards and restrictions, if any, set forth in a company's limited liability company agreement, a Delaware limited liability company has the power to, indemnify and hold harmless any member or manager or other person from and against any and all claims and demands whatsoever.

Section 18-1101(e) of the DLLCA also provides that a limited liability company agreement may provide for the limitation or elimination of any and all liabilities for breach of contract and breach of duties (including fiduciary duties) of a member, manager or other person to a limited liability company or another member or manager or to another person that is a party to or is otherwise bound by a limited liability company agreement; provided that a limited liability company agreement may not limit or eliminate liability for any act or omission that constitutes a bad faith violation of the implied contractual covenant of good faith and fair dealing.

The certificate of formation, as amended, and the limited liability company agreement of First Cash Management, L.L.C. do not contain specific provisions for the indemnification of members, managers or other persons and, therefore, First Cash Management, L.L.C. has the power to indemnify any member, manager, or other person from and against any and all claims and demands whatsoever.

COLORADO

The Colorado Business Corporation Act

FCFS CO, Inc., LTS, Incorporated and Mister Money – RM, Inc. are incorporated under the laws of the State of Colorado.

Section 7-109-101 et seq. of the Colorado Business Corporation Act (the "CBCI") empowers a Colorado corporation to indemnify its directors, officers, employees, fiduciaries and agents under certain circumstances. Unless limited by its articles of incorporation, a corporation must indemnify a person who was wholly successful, on the merits or otherwise, in the defense of any proceeding to which the person was a party because the person is or was a director or officer, against reasonable expenses incurred by him or her in connection with the proceeding. A corporation may indemnify a person made a party to a proceeding because the person is or was a director, officer, employee, fiduciary or agent if the person conducted himself or herself in good faith and the person reasonably believed that his or her conduct was in the best interests of the corporation in the case of conduct in an official capacity with the corporation or was not opposed to the corporation's best interests in all other cases (or in the case of a criminal proceeding, had a reasonable belief that his or her conduct was not unlawful), except that no indemnification is allowed in connection with a proceeding by or in the right of the corporation in which the person seeking indemnification was adjudged to be liable to the corporation or in connection with any other proceeding in which the person was adjudged liable on the basis that he or she derived an improper personal benefit. A corporation may purchase and maintain insurance on behalf of a person who is or was a director, officer, employee, fiduciary or agent of the corporation, or who, while serving at the request of the corporation as a director, officer, partner, trustee, employee, fiduciary or agent of another domestic or foreign corporation or other person or an employee benefit plan, against liability asserted against or incurred by the person in that capacity or arising from his or her status as a director, officer, employee, fiduciary, or agent, whether or not the corporation would have power to indemnify the person against the same liability under Section 7-109-101 et seq. Additionally, Section 7-108-402 of the CBCI provides that, in its articles of incorporation, a corporation may eliminate or limit the personal liability of a director to the corporation or to its shareholders for monetary damages for breach of fiduciary duty as a director; except that any such provision shall not eliminate or limit the liability of a director to the corporation or to its shareholders for monetary damages for any breach of the director's duty of loyalty to the corporation or its shareholders, acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, acts relating to certain unlawful distributions, or any transaction from which the director directly or indirectly derived an improper personal benefit.

The bylaws of FCFS CO, Inc. provide that the corporation shall indemnify any director or officer who is involved in litigation by reason of his or her position as a director of the corporation to the fullest extent authorized by law as it now exists or may subsequently be amended but, in the case of an amendment, only to the extent such amendment permits the corporation to provide broader indemnification rights. The bylaws of LTS, Incorporated generally permit the corporation to indemnify its officers and directors and to purchase and maintain insurance on behalf of its officers and directors in the manner as set forth in the CBCI. The articles of incorporation and bylaws of Mister Money – RM, Inc. do not specifically address the indemnification of officers and directors, and therefore the corporation may indemnify its officers and directors to the fullest extent permitted under the CBCI. The articles of incorporation of FCFS CO and LTS, Incorporated do not contain specific provisions for the indemnification of their respective officers and directors. The bylaws of Mister Money – RM, Inc. permit the corporation to purchase and maintain insurance on behalf of its officers and directors to the fullest extent permitted under the CBCI.

MARYLAND

The Maryland General Corporation Law

College Park Jewelers, Inc., Famous Pawn, Inc., King Pawn, Inc. and Maryland Precious Metals Inc. are incorporated under the laws of the State of Maryland.

The Maryland General Corporation Law ("MGCL") permits a corporation to indemnify its present and former directors and officers, among others, against judgments, penalties, fines, settlements and reasonable expenses actually incurred by them in connection with any proceeding to which they may be a party by reason of their service in those or other capacities unless it is established that (a) the act or omission of the director or

officer was material to the matter giving rise to the proceeding and (i) was committed in bad faith or (ii) was a result of active and deliberate dishonesty, (b) the director or officer actually received an improper personal benefit in money, property or services or (c) in the case of any criminal proceeding, the director or officer had reasonable cause to believe that the act or omission was unlawful. However, a Maryland corporation may not indemnify for an adverse judgment in a suit by or in the right if the corporation or if the director or officer was adjudged to be liable to the corporation nor may a director be indemnified in circumstances in which the director is found liable for an improper personal benefit. Additionally, the MGCL permits a corporation to include in its charter any provision expanding or limiting the liability of its directors and officers to the corporation or its stockholders for money damages, so long as such provision does not restrict or limit the liability of its directors or officers to the corporation or its stockholders (1) to the extent that it is proved that the person actually received an improper benefit or profit in money, property, or services for the amount of the benefit or profit in money, property, or services actually received, or (2) to the extent that a judgment or other final adjudication adverse to the person is entered in a proceeding based on a finding in the proceeding that the person's action, or failure to act, was the result of active and deliberate dishonesty and was material to the cause of action adjudicated in the proceeding.

The by-laws of College Park Jewelers, Inc. and the amended and restated bylaws of Maryland Precious Metals Inc. each provide that the corporation shall indemnify its officers to the fullest extent permitted by and in accordance with Section 2-418 of the MGCL, as amended from time to time. The by-laws of Famous Pawn, Inc. generally provide that the corporation shall indemnify its officers and directors to the fullest extent permitted by and in accordance with Section 2-418 of the MGCL, as amended from time to time. The by-laws of King Pawn, Inc. generally provide for the indemnification of each director and officer in accordance with, and to the fullest extent provided by, the law of the State of Maryland as it may from time to time be amended, as specifically set forth in the by-laws of the corporation. The articles of incorporation of College Park Jewelers, Inc., Famous Pawn, Inc., King Pawn, Inc. and Maryland Precious Metals Inc. do not contain specific provisions for the indemnification of their respective officers and directors.

TEXAS

The Texas Business Organizations Code

First Cash Credit, Ltd. and First Cash, Ltd. are limited partnerships organized under the laws of the State of Texas.

Section 8.051 of the Texas Business Organizations Code, or the "TBOC," which applies to Texas limited partnerships, provides that an enterprise shall indemnify a governing person, former governing person, or delegate against reasonable expenses actually incurred by the person in connection with a proceeding in which the person is a respondent because the person is or was a governing person or delegate if the person is wholly successful, on the merits or otherwise, in the defense of the proceeding.

Section 8.101 of the TBOC provides that an enterprise may indemnify a governing person, former governing person, or delegate who was, is, or is threatened to be made a respondent in a proceeding if it is determined that (1) the person (a) acted in good faith, (b) reasonably believed, in the case of conduct in the person's official capacity, that the person's conduct was in the enterprise's best interest and, in any other case, that the person's conduct was not opposed to the enterprise's best interest, and (c) in the case of a criminal proceeding, did not have reasonable cause to believe the person's conduct was unlawful; (2) with respect to expenses, the amount of expenses other than a judgment is reasonable; and (3) indemnification should be paid.

Section 8.102 of the TBOC provides that indemnification of a person found liable to the enterprise or found liable on the basis that a personal benefit was improperly received by him or her (1) is limited to reasonable expenses actually incurred by the person in connection with the proceeding, (2) does not include a judgment, a penalty, a fine, or an excise or similar tax, and (3) may not be made if the person is found liable for (a) willful or

intentional misconduct in the performance of the person's duty to the enterprise, (b) breach of the person's duty of loyalty owed to the enterprise, or (c) an act or omission not committed in good faith that constitutes a breach of a duty owed by the person to the enterprise.

Section 7.001(d)(2) of the TBOC provides that a limited partnership by its partnership agreement may permit the limitation or elimination of liability of a governing person to the organization or its owners or members for monetary damages for an act or omission by the person in the person's capacity as a governing person. However, such limitation or elimination of liability is not authorized to the extent the person is found liable under applicable law for (1) a breach of the person's duty of loyalty, if any, to the organization or its owners or members, (2) an act or omission not in good faith that (A) constitutes a breach of duty of the person to the organization or (B) involves intentional misconduct or a knowing violation of law, (3) a transaction from which the person received an improper benefit, regardless of whether the benefit resulted from an action taken within the scope of the person's duties; or (4) an act or omission for which the liability of a governing person is expressly provided by an applicable statute. Section 7.001(d)(2) also provides that such liability of a governing person may be limited or eliminated to the additional extent permitted under Chapter 153 of the TBOC and, to the extent applicable to limited partnerships, Chapter 152 of the TBOC.

The agreement of limited partnership of First Cash Credit, Ltd. and First Cash, Ltd. provide that each partnership shall indemnify its general partner, including advancement of expenses, but only to the extent that the partnership assets are sufficient therefor, from and against all claims, liabilities, and expenses arising out of any management of partnership affairs, but excluding those caused by the negligence or willful misconduct of the general partner. The certificate of limited partnership of First Cash Credit, Ltd. and First Cash, Ltd. do not contain specific provisions for the indemnification of their respective general partners.

The Texas Limited Liability Company Law

First Cash Credit Management, L.L.C. is a limited liability company organized under the laws of the State of Texas.

Section 101.402 of the Texas Limited Liability Company Act provides that a limited liability company may indemnify members, managers, officers, and assignees of membership interests in the company and may also pay in advance or reimburse expenses incurred by such persons. Section 7.001(d)(3) of the TBOC provides that a limited liability company by its certificate of formation or company agreement may permit the limitation or elimination of liability of a governing person to the organization or its owners or members for monetary damages for an act or omission by the person in the person's capacity as a governing person. However, such limitation or elimination of liability is not authorized to the extent the person is found liable under applicable law for (1) a breach of the person's duty of loyalty, if any, to the organization or its owners or members, (2) an act or omission not in good faith that (A) constitutes a breach of duty of the person to the organization or (B) involves intentional misconduct or a knowing violation of law, (3) a transaction from which the person received an improper benefit, regardless of whether the benefit resulted from an action taken within the scope of the person's duties; or (4) an act or omission for which the liability of a governing person is expressly provided by an applicable statute. Section 7.001(d)(3) also provides that such liability of a governing person may be limited or eliminated to the additional extent permitted under Section 101.401 of the Texas Limited Liability Company Act.

The regulations of First Cash Credit Management, L.L.C. provide for the indemnification of the company's managers, including advancement of expenses, but only to the extent that the assets of the company are sufficient therefor, from and against all claims, liabilities, and expenses arising out of any management of the company's affairs, but excluding those caused by the gross negligence or willful misconduct of the manager. The foregoing indemnification specifically includes those claims that arise out of the indemnified party's sole, joint or contributory negligence, but specifically excludes those claims that arise out of the indemnified party's willful misconduct, fraud or gross negligence. The articles of organization of First Cash Credit Management, L.L.C.

provide that the liability of each manager of the company shall be eliminated or limited to the fullest extent permitted by any applicable law, as so amended from time to time.

Indemnification Agreements

The foregoing descriptions in this Item 20 are only a general summary of certain aspects of Delaware, Colorado, Maryland, and Texas law and the governing documents of First Cash and each of the Guarantors, and do not purport to be complete. Such descriptions are qualified in their entirety by reference to the detailed provisions of applicable state law and the governing documents of First Cash and each of the Guarantors.

Employment / Consulting Agreements

First Cash's Amended and Restated Employment Agreement with Rick L. Wessel provides that First Cash shall indemnify Mr. Wessel to the maximum permitted by the law of the state of First Cash's incorporation, and by the law of the state of incorporation of any subsidiary of First Cash of which Mr. Wessel is a director or an officer or employee, as the same may be in effect from time to time. First Cash's Consulting Agreement with Phillip E. Powell provides that First Cash shall indemnify Mr. Powell to the maximum permitted by the law of the state of First Cash's incorporation, and by the law of the state of incorporation of any subsidiary of First Cash of which Mr. Powell is a director.

Insurance

All of the First Cash entities maintain insurance providing for indemnification of their directors, officers, members, managers and certain other persons against liabilities and expenses incurred by any of them in certain stated proceedings and under certain conditions.

Item 21. Exhibit and Financial Statement Schedules.

(a) ***Exhibits***. The following exhibits are filed herewith or incorporated by reference herein:

Exhibit No.	Description	Incorporated by Reference				Filed Herewith
		Form	File No.	Exhibit	Filing Date	
3.1	Amended Certificate of Incorporation of First Cash Financial Services, Inc.	DEF 14A	0-19133	A	04/29/2004	
3.2	Amended Bylaws of First Cash Financial Services, Inc.	10-K	0-19133	3.2	03/31/2000	
3.3	Articles of Incorporation of College Park Jewelers, Inc., as amended					x
3.4	Amended and Restated Bylaws of College Park Jewelers, Inc.					x
3.5	Articles of Incorporation of Famous Pawn, Inc.					x
3.6	By-Laws of Famous Pawn, Inc.					x
3.7	Articles of Incorporation of FCFS CO, Inc.					x
3.8	Bylaws of FCFS CO, Inc.					x
3.9	Certificate of Incorporation of First Cash Corp.					x

Exhibit No.	Description	Incorporated by Reference				Filed Herewith
		Form	File No.	Exhibit	Filing Date	
3.10	Bylaws of First Cash Corp.					x
3.11	Certificate of Limited Partnership of First Cash Credit, Ltd.					x
3.12	Agreement of Limited Partnership of First Cash Credit, Ltd.					x
3.13	Certificate of Limited Partnership of First Cash, Ltd.					x
3.14	Agreement of Limited Partnership of First Cash, Ltd.					x
3.15	Certificate of Formation of First Cash Management, L.L.C., as amended					x
3.16	Limited Liability Company Agreement of First Cash Management, L.L.C.					x
3.17	Regulations of First Cash Credit Management, L.L.C.					x
3.18	Articles of Organization of First Cash Credit Management, L.L.C.					x
3.19	Articles of Incorporation of King Pawn, Inc.					x
3.20	By-Laws of King Pawn, Inc.					x
3.21	Articles of Incorporation of LTS, Incorporated					x
3.22	Bylaws of LTS, Incorporated					x
3.23	Articles of Incorporation of Maryland Precious Metals Inc.					x
3.24	Amended and Restated Bylaws of Maryland Precious Metals Inc.					x
3.25	Articles of Incorporation of Mister Money – RM, Inc.					x
3.26	Bylaws of Mister Money – RM, Inc.					x
4.1	Common Stock Specimen	S-1	33-48436	4.2a	06/05/1992	
4.2	Indenture, dated as of March 24, 2014, by and among First Cash Financial Services, Inc., the guarantors listed therein and BOKF, NA dba Bank of Texas (including the forms of note and notation of guarantee attached as exhibits thereto)	8-K	0-19133	4.1	03/25/2014	
4.3	Registration Rights Agreement, dated as of March 24, 2014, by and among First Cash Financial Services, Inc., the guarantors listed therein and Wells Fargo Securities, LLC	8-K	0-19133	4.2	03/25/2014	

Exhibit No.	Description	Incorporated by Reference				Filed Herewith
		Form	File No.	Exhibit	Filing Date	
5.1	Opinion of Alston & Bird LLP					x
5.2	Opinion of Holland & Hart LLP					x
10.1	Consulting Agreement – Phillip E. Powell*	10-K	0-19133	10.2	03/16/2005	
10.2	First Cash Financial Services, Inc. 1999 Stock Option Plan*	S-3	333-71077	10.63	01/25/1999	
10.3	Executive Incentive Compensation Plan*	DEF 14A	0-19133	A	04/30/2003	
10.4	First Cash Financial Services, Inc. 2004 Long-Term Incentive Plan*	DEF 14A	0-19133	A	04/29/2004	
10.5	Amendment to Consulting Agreement – Phillip E. Powell*	10-K	0-19133	10.12	03/16/2007	
10.6	Amended and Restated Employment Agreement – Rick L. Wessel*	10-Q	0-19133	10.1	11/09/2007	
10.7	Amendment No. 2 to Consulting Agreement – Phillip E. Powell*	10-Q	0-19133	10.1	05/05/2010	
10.8	Amendment No. 1 to First Amended and Restated Employment Agreement – Rick L. Wessel*	10-Q	0-19133	10.2	05/05/2010	
10.9	Employment Agreement – R. Douglas Orr*	10-Q	0-19133	10.4	05/05/2010	
10.10	First Cash Financial Services, Inc. 2011 Long-Term Incentive Plan*	DEF 14A	0-19133	A	04/28/2011	
10.11	Membership Interest Purchase Agreement – BBR Unlimited, LLC	8-K	0-19133	10.1	01/17/2012	
10.12	First Cash 401(k) Profit Sharing Plan, as amended effective as of October 1, 2010 (executed on August 5, 2010)	S-8	333-106881	4(g)	05/31/2012	
10.13	Membership Interest, Stock and Asset Purchase Agreement – Mister Money	8-K	0-19133	10.1	06/20/2012	
10.14	Stock Purchase Agreement – LTS, Incorporated	8-K	0-19133	10.1	08/16/2012	
10.15	Amended and Restated Credit Agreement	8-K	0-19133	10.1	09/13/2012	
10.16	Asset Purchase Agreement – O'Pak Credit LP, Pro Pawn LP and Milar Credit LP	8-K	0-19133	10.1	06/28/2013	
10.17	Amendment No. 2 to First Amended and Restated Employment Agreement – Rick L. Wessel*	10-Q	0-19133	10.2	07/25/2013	
10.18	Amendment No. 1 to Employment Agreement – R. Douglas Orr*	10-Q	0-19133	10.3	07/25/2013	

Exhibit No.	Description	Incorporated by Reference				Filed Herewith
		Form	File No.	Exhibit	Filing Date	
10.19	Second Amendment to Amended and Restated Credit Facility, dated September 30, 2013, between First Cash Financial Services, Inc. and JPMorgan Chase Bank, N.A., Wells Fargo Bank, N.A., Texas Capital Bank, National Association, BOKF, N.A. and Amegy Bank National Association	8-K	0-19133	10.1	10/02/2013	
10.20	Credit Agreement, dated February 5, 2014, among First Cash Financial Services, Inc., certain subsidiaries of First Cash Financial Services, Inc. from time to time party thereto, the lenders party thereto, and Wells Fargo Bank, National Association	8-K	0-19133	10.1	02/07/2014	
10.21	Amendment No. 3 to First Amended and Restated Executive Employment Agreement of Rick L. Wessel	8-K	0-19133	10.1	06/12/2014	
10.22	Amendment No. 2 to Employment Agreement of R. Douglas Orr	8-K	0-19133	10.2	06/12/2014	
12.1	Statement of Computation of Ratio of Earnings to Fixed Charges					x
21.1	Subsidiaries					x
23.1	Consent of Independent Registered Public Accounting Firm, Hein & Associates LLP					x
23.2	Consent of Alston & Bird LLP (included in Exhibit 5.1)					x
23.3	Consent of Holland & Hart LLP (included in Exhibit 5.2)					x
24.1	Power of Attorney (included on First Cash Financial Services, Inc. signature page hereto)					x
25.1	Form T-1 Statement of Eligibility and Qualification under the Trust Indenture Act of 1939 of BOKF, NA dba Bank of Texas to act as trustee under the Indenture					x
99.1	Form of Letter of Transmittal (with Accompanying Substitute Form W-9 and related Guidelines)					x
99.2	Form of Letter to The Depository Trust Company Participants					x
99.3	Form of Letter to Clients (with form of Instructions to The Depository Trust Company Participant from Beneficial Owner)					x

* Indicates management contract or compensatory plan, contract or arrangement.

(b) ***Financial Statement Schedules***. All schedules are omitted because they are inapplicable or the required information is shown in the financial statements or the notes thereto.

Item 22. Undertakings.

(a) ***Rule 415 Offering.*** Each undersigned registrant hereby undertakes:

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

(i) to include any prospectus required by section 10(a)(3) of the Securities Act of 1933;

(ii) to reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than 20 percent 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.

(2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(b) ***Filings Incorporating Subsequent Exchange Act Documents by Reference***. Each undersigned registrant hereby undertakes that, for purposes of determining any liability under the Securities Act of 1933, 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.

(c) ***Request for Acceleration of Effective Date or Filing of Registration Statement Becoming Effective Upon Filing***. Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of a registrant pursuant to the foregoing provisions, or otherwise, each registrant has been advised that in the opinion of the Securities and Exchange Commission 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, each 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.

(d) ***Response to Requests for Information Incorporated by Reference***. Each undersigned registrant hereby undertakes 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.

(e) ***Provision of Subsequent Information***. Each undersigned registrant hereby undertakes to supply by means of 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.

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 Arlington, State of Texas, on June 27, 2014.

FIRST CASH FINANCIAL SERVICES, INC.

By: /s/ R. Douglas Orr
Name: R. Douglas Orr
Title: Executive Vice President and Chief Financial Officer

POWER OF ATTORNEY

Each person whose signature appears below hereby constitutes and appoints Rick L. Wessel and R. Douglas Orr, and each of them, his true and lawful attorneys-in-fact and agents with full power of substitution, for him and in his name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Registration Statement on Form S-4, and to file the same with all exhibits thereto and all documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or his, her or their substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement on Form S-4 has been signed by the following persons in the capacities indicated below and on the dates indicated.

Date: June 27, 2014

By: /s/ Rick L. Wessel
Name: Rick L. Wessel
Title: Chairman of the Board, President and Chief Executive Officer
(Principal Executive Officer)

Date: June 27, 2014

By: /s/ R. Douglas Orr
Name: R. Douglas Orr
Title: Executive Vice President and Chief Financial Officer
(Principal Financial and Accounting Officer)

Date: June 27, 2014

By: /s/ Gabriel Guerra Castellanos
Name: Gabriel Guerra Castellanos
Title: Director

Date: June 27, 2014

By: /s/ Mikel D. Faulkner
Name: Mikel D. Faulkner
Title: Director

Date: June 27, 2014

By: /s/ Randel G. Owen
Name: Randel G. Owen
Title: Director

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 Arlington, State of Texas, on June 27, 2014.

COLLEGE PARK JEWELERS, INC.

By: /s/ Rick L. Wessel
Name: Rick L. Wessel
Title: President

Pursuant to the requirements of the Securities Act of 1933, this registration statement on Form S-4 has been signed by the following persons in the capacities indicated below and on the dates indicated.

Date: June 27, 2014

By: /s/ Rick L. Wessel
Name: Rick L. Wessel
Title: President and Director
(Principal Executive Officer)

Date: June 27, 2014

By: /s/ R. Douglas Orr
Name: R. Douglas Orr
Title: Secretary and Director
(Principal Financial and Accounting Officer)

Table of Contents

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 Arlington, State of Texas, on June 27, 2014.

FAMOUS PAWN, INC.

By: /s/ Rick L. Wessel
Name: Rick L. Wessel
Title: President

Pursuant to the requirements of the Securities Act of 1933, this registration statement on Form S-4 has been signed by the following persons in the capacities indicated below and on the dates indicated.

Date: June 27, 2014

By: /s/ Rick L. Wessel
Name: Rick L. Wessel
Title: President and Director
(Principal Executive Officer)

Date: June 27, 2014

By: /s/ R. Douglas Orr
Name: R. Douglas Orr
Title: Secretary and Director
(Principal Financial and Accounting Officer)

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 Arlington, State of Texas, on June 27, 2014.

FCFS CO, INC.

By: /s/ Rick L. Wessel
Name: Rick L. Wessel
Title: President

Pursuant to the requirements of the Securities Act of 1933, this registration statement on Form S-4 has been signed by the following persons in the capacities indicated below and on the dates indicated.

Date: June 27, 2014

By: /s/ Rick L. Wessel
Name: Rick L. Wessel
Title: President and Director
(Principal Executive Officer)

Date: June 27, 2014

By: /s/ R. Douglas Orr
Name: R. Douglas Orr
Title: Secretary and Director
(Principal Financial and Accounting Officer)

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 Arlington, State of Texas, on June 27, 2014.

FIRST CASH CORP.

By: /s/ Rick L. Wessel
Name: Rick L. Wessel
Title: President

Pursuant to the requirements of the Securities Act of 1933, this registration statement on Form S-4 has been signed by the following persons in the capacities indicated below and on the dates indicated.

Date: June 27, 2014

By: /s/ Rick L. Wessel
Name: Rick L. Wessel
Title: President and Director
(Principal Executive Officer)

Date: June 27, 2014

By: /s/ R. Douglas Orr
Name: R. Douglas Orr
Title: Secretary and Director
(Principal Financial and Accounting Officer)

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 Arlington, State of Texas, on June 27, 2014.

FIRST CASH CREDIT, LTD.

By: /s/ Rick L. Wessel
Name: Rick L. Wessel
Title: President

Pursuant to the requirements of the Securities Act of 1933, this registration statement on Form S-4 has been signed by the following persons in the capacities indicated below and on the dates indicated.

Date: June 27, 2014

By: /s/ Rick L. Wessel
Name: Rick L. Wessel
Title: President and Manager
(Principal Executive Officer)

Date: June 27, 2014

By: /s/ R. Douglas Orr
Name: R. Douglas Orr
Title: Secretary and Manager
(Principal Financial and Accounting Officer)

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 Arlington, State of Texas, on June 27, 2014.

FIRST CASH, LTD.

By: /s/ Rick L. Wessel
Name: Rick L. Wessel
Title: President

Pursuant to the requirements of the Securities Act of 1933, this registration statement on Form S-4 has been signed by the following persons in the capacities indicated below and on the dates indicated.

Date: June 27, 2014

By: /s/ Rick L. Wessel
Name: Rick L. Wessel
Title: President and Manager
(Principal Executive Officer)

Date: June 27, 2014

By: /s/ R. Douglas Orr
Name: R. Douglas Orr
Title: Secretary and Manager
(Principal Financial and Accounting Officer)

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 Arlington, State of Texas, on June 27, 2014.

FIRST CASH MANAGEMENT, L.L.C.

By: /s/ Rick L. Wessel
Name: Rick L. Wessel
Title: Manager

Pursuant to the requirements of the Securities Act of 1933, this registration statement on Form S-4 has been signed by the following persons in the capacities indicated below and on the dates indicated.

Date: June 27, 2014

By: /s/ Rick L. Wessel
Name: Rick L. Wessel
Title: Manager
(Principal Executive Officer)

Date: June 27, 2014

By: /s/ R. Douglas Orr
Name: R. Douglas Orr
Title: Manager
(Principal Financial and Accounting Officer)

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 Arlington, State of Texas, on June 27, 2014.

FIRST CASH CREDIT MANAGEMENT, L.L.C.

By: /s/ Rick L. Wessel
Name: Rick L. Wessel
Title: Manager

Pursuant to the requirements of the Securities Act of 1933, this registration statement on Form S-4 has been signed by the following persons in the capacities indicated below and on the dates indicated.

Date: June 27, 2014

By: /s/ Rick L. Wessel
Name: Rick L. Wessel
Title: Manager
(Principal Executive Officer)

Date: June 27, 2014

By: /s/ R. Douglas Orr
Name: R. Douglas Orr
Title: Manager
(Principal Financial and Accounting Officer)

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 Arlington, State of Texas, on June 27, 2014.

KING PAWN, INC.

By: /s/ Rick L. Wessel
Name: Rick L. Wessel
Title: President

Pursuant to the requirements of the Securities Act of 1933, this registration statement on Form S-4 has been signed by the following persons in the capacities indicated below and on the dates indicated.

Date: June 27, 2014

By: /s/ Rick L. Wessel
Name: Rick L. Wessel
Title: President and Director
(Principal Executive Officer)

Date: June 27, 2014

By: /s/ R. Douglas Orr
Name: R. Douglas Orr
Title: Secretary and Director
(Principal Financial and Accounting Officer)

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 Arlington, State of Texas, on June 27, 2014.

LTS, INCORPORATED

By: /s/ Rick L. Wessel
Name: Rick L. Wessel
Title: President

Pursuant to the requirements of the Securities Act of 1933, this registration statement on Form S-4 has been signed by the following persons in the capacities indicated below and on the dates indicated.

Date: June 27, 2014

By: /s/ Rick L. Wessel
Name: Rick L. Wessel
Title: President and Director
(Principal Executive Officer)

Date: June 27, 2014

By: /s/ R. Douglas Orr
Name: R. Douglas Orr
Title: Secretary and Director
(Principal Financial and Accounting Officer)

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 Arlington, State of Texas, on June 27, 2014.

MARYLAND PRECIOUS METALS INC.

By: /s/ Rick L. Wessel
Name: Rick L. Wessel
Title: President

Pursuant to the requirements of the Securities Act of 1933, this registration statement on Form S-4 has been signed by the following persons in the capacities indicated below and on the dates indicated.

Date: June 27, 2014

By: /s/ Rick L. Wessel
Name: Rick L. Wessel
Title: President and Director
(Principal Executive Officer)

Date: June 27, 2014

By: /s/ R. Douglas Orr
Name: R. Douglas Orr
Title: Secretary and Director
(Principal Financial and Accounting Officer)

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 Arlington, State of Texas, on June 27, 2014.

MISTER MONEY – RM, INC.

By: /s/ Rick L. Wessel
Name: Rick L. Wessel
Title: President

Pursuant to the requirements of the Securities Act of 1933, this registration statement on Form S-4 has been signed by the following persons in the capacities indicated below and on the dates indicated.

Date: June 27, 2014

By: /s/ Rick L. Wessel
Name: Rick L. Wessel
Title: President and Director
(Principal Executive Officer)

Date: June 27, 2014

By: /s/ R. Douglas Orr
Name: R. Douglas Orr
Title: Secretary and Director
(Principal Financial and Accounting Officer)

Date: June 27, 2014

By: /s/ Anna M. Alvarado
Name: Anna M. Alvarado
Title: Director

Exhibit 3.3

ARTICLES OF INCORPORATION
OF
COLLEGE PARK JEWELERS, INC.

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND DECEMBER 23, 1992 AT 8:55 O'CLOCK A.M. AS IN CONFORMITY WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND CAPITALIZATION FEE PAID:	RECORDING FEE PAID:	SPECIAL FEE PAID:
$ 20.00	$ 20.00	$

D3557717

TO THE CLERK OF THE COURT OF PRINCE GEORGE'S COUNTY

IT IS HEREBY CERTIFIED, THAT THE WITHIN INSTRUMENT, TOGETHER WITH ALL INDORSEMENTS THEREON, HAS BEEN RECEIVED, APPROVED AND RECORDED BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

RETURN TO:
WECHLER & FRIEDMAN
751 ROCKVILLE PIKE, SUITE 7
ROCKVILLE MD 20852

126C3062238

[SEAL] A 409830

RECORDED IN THE RECORDS OF THE
STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION OF MARYLAND IN LIBER, FOLIO.

STATE OF MARYLAND

I hereby certify that this is a true and complete copy of the 4 page document on file in this office. DATED: 3-19-14
STATE DEPARTMENT OF ASSESMENTS AND TAXATION
BY: [ILLEGIBLE], Custodian
This stamp replaces our previous certification system. Effective: 6/95

STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION
APPROVED FOR RECORD
12/23/92 at 8:55 a.m.

ARTICLES OF INCORPORATION
FOR
COLLEGE PARK JEWELERS, INC.

ARTICLE ONE: The undersigned, Larry G. Wechsler of Montgomery County, Maryland, being at least eighteen [ILLEGIBLE] years of age, does hereby form a corporation under the general laws of the State of Maryland.

ARTICLE TWO: The name of the corporation (which is hereinafter called the "Corporation") is COLLEGE PARK JEWELERS, INC.

ARTICLE THREE: The corporation shall be a close corporation as authorized by Title 4 of the Corporations of Associations Article of Annotated Code of Maryland, as amended.

ARTICLE FOUR: The purpose for which the Corporation is formed are:

1. To own, operate, manage, and generally to conduct, either directly or through a subsidiary or subsidiary corporations, the business of merchandising and selling at one or more stores or places goods, wares, and merchandise of any and every description; and generally to engage in the business commonly known as a jewelry store, pawn shop, and gift store business.

2. To engage in the business of manufacturing, buying, selling, or otherwise acquiring or disposing of any and all types of gift items, jewelry, gems, precious and semi-precious stones, silver, platinum, gold, or any other metal or stone from which jewelry or other objects of personal adornment may be made.

3. To conduct the business of cutting, preparing, and polishing diamonds and other precious stones. To conduct the business of manufacturing, buying, selling and dealing in ring settings of all kinds, settings for diamonds and other precious stones on watches and other jewelry, and to conduct the business of diamond setters and setters of precious stones of all kinds. To buy, sell, cut, set and deal in diamonds, rubies, pearls, emeralds, and other precious stones and to deal in rings, necklaces, brooches, lavalieres, and other articles of jewelry, watches, badges and emblems. To acquire all real property and equipment necessary to conduct the business.

4. To lend money to other persons, partnerships, secured by chattels or other liens and to conduct a pawn shop business.

5. To export from and import into the United States of America and its territories and possessions, and any and all foreign countries, as principal or agent, merchandise of every kind and nature, and to purchase, sell, and deal in and with, at wholesale and retail, merchandise of every kind and nature for exportation from, and importation into the United States,

Law offices
Wechsler & Friedman
[ILLEGIBLE] Place- Suite 7
751 Rockville Pike
Rockville, MD 20852
(301) 294-0770

and to and from all countries foreign thereto, and for exportation from, and importation into, any foreign country, to and from any other country foreign thereto, and to purchase and sell domestic and foreign merchandise in domestic markets and domestic and foreign merchandise in foreign markets, and to do a general foreign and domestic exporting and importing business.

6. To enter into contracts for the operation, allocation, assignment and distribution of the Corporation's businesses and property or properties, or the use of trade names and good will of others; and to assist others in business ventures.

7. To purchase, lease, or otherwise acquire, own, hold, improve, use, mortgage, rent, sell or otherwise dispose of and otherwise deal in and with real and personal property, or any interest or right therein wherever situated.

8. With a view to the working and development of the properties of the Corporation, and the effectuate, directly of indirectly, its object and purposes or any of them, the Corporation may in the discretion of the directors, from time to time carry on any other business, manufacturing, or otherwise, to any extent and in any manner not unlawful.

9. To do all and everything necessary suitable or proper for the accomplishment of any of the purposes, the attainment of any of the objects, or the exercise of any of the powers herein set forth, either alone or in conjunction with the agents and to do every other act or acts, thing or things, incidents or appurtenant to or growing out of or connected with the above-mentioned objects, purposes or powers, and to do any and all things hereinbefore set forth to the same extent as natural persons might or could do.

10. To do anything permitted by Section 2-103 of the Corporation and Association Article of the Annotates Code of Maryland, as amended from time to time.

11. The objects and purposes specified in the foregoing clauses shall, except where otherwise expressed, shall not be limited to or restricted by reference to, or inference from, the terms of any other clauses in the Article of Incorporation, but the objects and purposes in each of the foregoing clauses of the article shall be regarded as independent object and purposes.

ARTICLE FIVE: The address of the principal office of the Corporation is: 8507 Baltimore Ave, College Park, Maryland 20704.

ARTICLE SIX: The name of the registered agent of the Corporation is Larry G. Wechsler, whose address is 8507 Baltimore Ave College Park, Maryland 20704. Said Resident Agent is an individual actually residing in this state.

ARTICLE SEVEN: The total number of shares of stock of all classes which the Corporation has the authority to issue is One Thousand (1,000) shares of common stock, which shares shall have a par value of One Cent ($.01).

Law offices
Wechsler & Friedman
[ILLEGIBLE] Place- Suite 7
751 Rockville Pike
Rockville, MD 20852
(301) 294-0770

ARTICLE EIGHT: The corporation elects to have no Board of Directors. Until the election to have no Board of Directors becomes effective there shall be one (1) director, whose name is Larry G. Wechsler.

ARTICLE NINE: THE DURATION OF THE CORPORATION SHALL BE PERPETUAL.

IN WITNESS WHEREOF, I have signed these Articles of Incorporation this 21 day of December, 1992, and I acknowledge the same to be my act.

/s/ Larry G. Wechsler
Larry G. Wechsler

Return to:
WECHSLER & FRIEDMAN
751 Rockville Pike, Suite 7
Rockville, Maryland 20852

Law offices
Wechsler & Friedman
[ILLEGIBLE] Place- Suite 7
751 Rockville Pike
Rockville, MD 20852
(301) 294-0770

CHANGE OF PRINCIPAL OFFICE
OF
COLLEGE PARK JEWELERS, INC.

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND MAY 13, 1993 AT 9:04 O'CLOCK A.M. AS IN CONFORMITY WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND CAPITALIZATION FEE PAID:	RECORDING FEE PAID:	SPECIAL FEE PAID:
$	$ 10.00	$

D3557717

TO THE CLERK OF THE COURT OF PRINCE GEORGE'S COUNTY

IT IS HEREBY CERTIFIED, THAT THE WITHIN INSTRUMENT, TOGETHER WITH ALL INDORSEMENTS THEREON, HAS BEEN RECEIVED, APPROVED AND RECORDED BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

RETURN TO:
WECHSLER AND FRIEDMAN
751 ROCKVILLE PIKE
ROCKVILLE, MD 20852

223C3066889

[SEAL] A 422961

RECORDED IN THE RECORDS OF THE
STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION OF MARYLAND IN LIBER, FOLIO.

STATE OF MARYLAND

I hereby certify that this is a true and complete copy of the 2 page document on file in this office. DATED: 3-19-14
STATE DEPARTMENT OF ASSESMENTS AND TAXATION
BY: [ILLEGIBLE], Custodian
This stamp replaces our previous certification system. Effective: 6/95

State Department of Assessments and Taxation
301 West Preston Street
Baltimore, Maryland 21201

Re: College Park Jewelers, Inc.
Corporate Number D355 7717
Aokn. Number 126C3062236
Statement of Change of Registered Office

The Board of Directors of College Park Jewelers, Inc. a corporation organized in the State of Maryland, duly approved a resolution as follows:

RESOLVED: That the principal office of the Corporation be and it is hereby changed from 8507 Baltimore Avenue, College Park, Maryland 20704 to 11000 Baltimore Avenue, #108, Beltsville, Maryland 20705, and that the proper officers of the Corporation be and they are hereby authorized and directed for and on behalf of the corporation to file an appropriate certified copy of this Resolution with the State Department of Assessments and Taxation of Maryland and to do and perform any and all other necessary and proper acts incident thereto.

I, Larry Wechsler, President of College Park Jewelers, Inc., certify under penalties of perjury that to the best of my knowledge, information and belief the foregoing resolution is true in all material respects.

College Park Jewelers, Inc.

By: /s/ Larry Wechsler
Larry Wechsler

Date: 5-10-93

Wech. Res

STATE DEPARTMENT OF ASSESMENTS
AND TAXATION
APPROVED FOR RECORD

Wechsler & Friedman
Attorneys at Law 5-13-93 at 9:04 a.m.
751 Rockville Pike, Suite 7
Rockville, Md 20852

CHANGE OF RESIDENT AGENT'S ADDRESS
OF
COLLEGE PARK JEWELERS, INC.

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND SEPTEMBER 14, 1994 AT 1:40 O'CLOCK A.M. AS IN CONFORMITY WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND CAPITALIZATION FEE PAID:	RECORDING FEE PAID:	SPECIAL FEE PAID:
$	$ 10.00	$

D3557717

xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

IT IS HEREBY CERTIFIED, THAT THE WITHIN INSTRUMENT, TOGETHER WITH ALL INDORSEMENTS THEREON, HAS BEEN RECEIVED, APPROVED AND RECORDED BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

LARRY WECHSLER
11000 BALT IMORE AVE #108
BELTSVILLE MD 20705

055C3084795

A 464610

RECORDED IN THE RECORDS OF THE
STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION OF MARYLAND IN LIBER, FOLIO.

STATE OF MARYLAND

I hereby certify that this is a true and complete copy of the 2 page document on file in this office. DATED: 3-19-14
STATE DEPARTMENT OF ASSESMENTS AND TAXATION
BY: [ILLEGIBLE], Custodian
This stamp replaces our previous certification system. Effective: 6/95

State Department of Assessments and Taxation
301 West Preston Street
Baltimore, Maryland 21201

Re: **College Park Jewelers, Inc.**
Corporate Number D355 7717
Ackn. Number 126C3062236
Statement of Change of Registered Office

The Board of Directors of College Park Jewelers, Inc. a corporation organized in the State of Maryland, duly approved a resolution as follows:

RESOLVED: That the resident agent's address of the Corporation be and it is hereby changed from 8507 Baltimore Avenue, College Park, Maryland 20704 to 11000 Baltimore Avenue, #108, Beltsville, Maryland 20705, and that the proper officers of the Corporation be and they are hereby authorized and directed for and on behalf of the Corporation to file an appropriate certified copy of this Resolution with the State Department of Assessments and Taxation of Maryland and to do and perform any and all other necessary and proper acts incident thereto.

I, Larry Wechsler, President of College Park Jewelers, Inc., certify under penalties of perjury that to the best of my knowledge, information and belief the foregoing resolution is true in all material respects.

College Park Jewelers, Inc.

By: /s/ Larry Wechsler
Larry Wechsler

Date: 5-10-93

Wech. Res

I.D. NO# D3557717
ACKN. NO. - 055C3084795
COLLEGE PARK JEWELERS, INC.

NO. OF CERTIFIED COPIES - 0

ARTICLES OF AMENDMENT

COLLEGE PARK JEWELERS, INC.

COLLEGE PARK JEWELERS, INC., a Maryland Corporation, having its principal office at 11000 Baltimore Ave, Beltsville, Maryland 20705, (hereinafter referred to as the "Corporation"), hereby certifies to the State Department of Assessments and Taxation of Maryland (hereinafter referred to as the "Department") that:

FIRST: The Charter of the Corporation is hereby amended to authorize the issuance of an additional 960 shares of common stock of no par value.

SECOND: The Charter of the Corporation is hereby amended to change the par value of the 1000 shares of common stock authorized in Article Seven of the Articles of Incorporation to 1000 shares of common stock with no par value.

Pursuant to Section 2-607(b) of the Corporations and Associations Article of the Annotated Code of Maryland, the following information is provided:

1. The total number of shares of common stock authorized to be issued by the Corporation pursuant to the Articles of Incorporation are 1000 with a par value of ($.01). The total par value is $10.00. There are no other classes of stock authorized to be issued.

2. The total number of shares of common stock authorized to be issued by the Corporation by the Articles and this Amendment thereto are 1960 with no par value. There are no other classes of stock authorized to be issued.

3. The par value of all shares after this Amendment to the Charter of the Corporation is 0.

STATE OF MARYLAND

I hereby certify that this is a true and complete copy of the 4 page
document on file in this office. DATED: 3-19-14
STATE DEPARTMENT OF ASSESMENTS AND TAXATION
BY: [ILLEGIBLE], Custodian
This stamp replaces our previous certification system. Effective: 6/95

STATE OF MARYLAND
DEPT OF ASSESSMENTS AND TAXATION
COST ID: 0000735/04
WORK UNDER: 0000506609
DATE: 10-15-2001 07:48 PM
AMT. PAID: $99.00

THIRD: By written informal action, unanimously taken by the Board of Directors of the Corporation, pursuant to and in accordance with Section 2-408(c) of the Corporations and Associations Article of the Annotated Code of Maryland, the Board of Directors of the Corporation duly advised the foregoing amendments and by written informal action unanimously taken by the stockholders of the Corporation in accordance with Section 2-505 of the Corporations and Associations Article of the Annotated Code of Maryland, the stockholders of the Corporation duly approved said amendments.

IN WITNESS WHEREOF, COLLEGE PARK JEWELERS, INC. has caused these presents to be signed in its name and on its behalf by its President and its corporate seal to be hereunder affixed and attested by its Secretary on this 12 day of October, 2001, and its President acknowledges that these Articles of Amendment are the act and deed of College Park Jewelers, Inc. and, under the penalties of perjury, that the matters and facts set forth herein with respect to authorization and approval are true in all material respects to the best of his knowledge, information and belief.

ATTEST:

/s/ Larry G. Wechsler
Secretary

COLLEGE PARK JEWELERS, INC.

/s/ John Robert Hagerty [SEAL]
BY: JOHN ROBERT HAGERTY
President

STATE OF MARYLAND
COUNTY OF MONTGOMERY, to wit:

On this 12 day of October, 2001, before me, the undersigned officer, personally appeared JOHN ROBERT HAGERTY, President of College Park Jewelers, Inc., known to me (or satisfactorily proven) to be the persons whose name are subscribed to the within instrument, and acknowledged that they have the authority, and they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

/s/ Patricia A. McKenzie
Notary Public

PATRICIA A. MCKENZIE
[SEAL]

My commission expires: 12/1/01

Return to:
Patricia A. McKenzie, P.A.
26317 Ridge Road
Damascus. MD 20872
(301) 253-0552

CORPORATE CHARTER APPROVAL SHEET
**** EXPEDITED SERVICE ** ** KEEP WITH DOCUMENT****

DOCUMENT CODE 09 BUSINESS CODE _____ [BARCODE]

D3557717

Close _____ Stock _____ Nonstock _____

1000361986229205

P.A. _____ Religious _____

Merging (Transferor) _____

ID # D03557717 ACK # 1000361986229205
LIBER: B00302 FOLIO: 0460 PAGES: 0004
COLLEGE PARK JEWELERS, INC.

Surviving (Transferee) _____

10/15/2001 AT 10:18 A WO # 0000506609

New Name _____

FEES REMITTED

Base Fee:	20
Org. & Cap. Fee:	
Expedite Fee:	70
Penalty:	
State Recordation Tax:	
State Transfer Tax:	
1 Certified Copies	
Copy Fee:	9
_____ Certificates	
Certificate of Status Fee:	
Personal Property Filings:	
Other:	
TOTAL FEES:	99

_____ Change of Name
_____ Change of Principal Office
_____ Change of Resident Agent
_____ Change of Resident Agent Address
_____ Resignation of Resident Agent
_____ Designation of Resident Agent and Resident Agent's Address
_____ Change of Business Code
_____ Adoption of Assumed Name
_____
_____ Other Change(s)

Credit Card _____ Check ü Cash _____

Code _____

_____ Documents on _____ Checks

Attention: _____

Approved By: [ILLEGIBLE]

Mail to Address:

Keyed By: _____

COMMENT(S):

STATE OF MARYLAND
DEPT OF ASSESSMENTS AND TAXATION
CUST ID: 0000735704
WORK ORDER: 0000506609
DATE: 10-15-2001 07:48 PM
AMT. PAID: $99.00

Stamp Work Order and Customer Number HERE

RESOLUTION TO CHANGE PRINCIPAL OFFICE OR RESIDENT AGENT

The directors/stockholders/general partner/authorized person of College Park Jewelers, Inc.,
(Name of Entity)

organized under the laws of Maryland, passed the following resolution:
(State)

[CHECK APPLICABLE BOX(ES)]

☑ **The principal office is changed from: (old address)**

11000 Baltimore Avenue, #108
Beltsville, MD 20705

to: (new address)

c/o King Pawn, Inc., 4504 Annapolis Road
Bladensburg, MD 20710

☑ **The name and address of the resident agent is changed from:**

Larry G. Wechsler
11000 Baltimore Avenue, #108, Beltsville, MD 20705

to:

John D. Hagner
11417 Rolling House Road, Rockville, MD 20852

I certify under penalties of perjury the foregoing is true.

/s/ Richard G. David
Richard G. David
Secretary or Assistant Secretary
General Partner
Authorized Person

I hereby consent to my designation in this document as resident agent for this entity.

SIGNED /s/ John D. Hagner
John D. Hagner
Resident Agent

Crown Park Reg. Agent.max

STATE OF MARYLAND

I hereby certify that this is a true and complete copy of the 2 page document on file in this office. DATED: 3-19-14
STATE DEPARTMENT OF ASSESMENTS AND TAXATION
BY: [ILLEGIBLE], Custodian
This stamp replaces our previous certification system. Effective: 6/95

CORPORATE CHARTER APPROVAL SHEET
****KEEP WITH DOCUMENT****

DOCUMENT CODE 80 BUSINESS CODE _____ [BARCODE]

D03557717

Close _____ Stock _____ Nonstock _____ **1000381990378014**

P.A. _____ Religious _____

Merging (Transferor) _____

ID # D03557717 ACK # 1000381990378014
LIBER: B00708 FOLIO: 0477 PAGES: 0002
COLLEGE PARK JEWELERS, INC.

Surviving (Transferee) _____ **09/20/2004 AT 09:24 A WO # 0000948117**

New Name _____

FEES REMITTED

Base Fee:	25	____	Change of Name
Org. & Cap. Fee:		Ö	Change of Principal Office
Expedite Fee:		Ö	Change of Resident Agent
Penalty:		Ö	Change of Resident Agent Address
State Recordation Tax:		____	Resignation of Resident Agent
State Transfer Tax:		____	Designation of Resident Agent and Resident Agent's Address
1 Certified Copies			
Copy Fee:	20	____	Change of Business Code
_____ Certificates			_____
Certificate of Status Fee:		____	Adoption of Assumed Name
Personal Property Filings:			_____
Other:			_____
		____	Other Change(s)
TOTAL FEES:	45		_____
			_____

Credit Card _____ Check _____ Cash _____ Code 753

____ Documents on _____ Checks

Approved By: 005

Keyed By: _____

COMMENT(S):

WOMBLE CARLYLE SANDRIDGE & RICE
ATTN: ELIZABETH M. HAMELIN
STE 700
1401 EYE ST NW
WASHINGTON DC 20005-2225

CUST ID: 0001477113
WORK ORDER: 0000948117
DATE: 09-27-2004 10:25 AM
AMT. PAID: $45.00

STATE OF MARYLAND
DEPT OF ASSESSMENTS AND TAXATION
CUST ID: 0002161438
WORK ORDER: 0001604476
DATE: 07-22-2008 01:02 PM
AMT. PAID: $75.00

RESOLUTION TO CHANGE PRINCIPAL OFFICE OR RESIDENT AGENT

The directors/stockholders/general partner/authorized person of College Park Jewelers, Inc.
(Name of Entity)

organized under the laws of Maryland (State), passed the following resolution:

[CHECK APPLICABLE BOX(ES)]

☐ **The principal office is changed from: (old address)**

to: (new address)

☑ **The name and address or the resident agent is changed from:**

John D. Hagner
11417 Rolling House Road, Rockville, MD 20852

to:

National Registered Agents, Inc. of MD
836 Park Avenue, Second Floor, Baltimore, MD 21201

I certify under penalties of perjury the foregoing is true.

/s/ Sharon Shapiro
Sharon Shapiro
Secretary or Assistant Secretary
General Partner
Authorized Person

I hereby consent to my designation in this document as resident agent for this entity.

National Registered Agents, Inc. of MD

SIGNED by: /s/ John Christel
Resident Agent
John Christel VP of NRAI of MD

STATE OF MARYLAND

I hereby certify that this is a true and complete copy of the 2 page document on file in this office. DATED: 3-19-14
STATE DEPARTMENT OF ASSESMENTS AND TAXATION
BY: [ILLEGIBLE], Custodian
This stamp replaces our previous certification system. Effective: 6/95

CORPORATE CHARTER APPROVAL SHEET
**** EXPEDITED SERVICE ** ** KEEP WITH DOCUMENT****

DOCUMENT CODE 80 BUSINESS CODE _____ [BARCODE]

D03557717

Close _____ Stock _____ Nonstock _____

1000361996728949

P.A. _____ Religious _____

Merging (Transferor) _____

Affix Barcode label Here
ID # D03557717 ACK # 1000361996728949
PAGES: 0002
COLLEGE PARK JEWELERS, INC.

Surviving (Transferee) _____

07/18/2008 AT 02:26 P WO # 0001604476

New Name _____

FEES REMITTED

	Base Fee:	25	Change of Name
	Org. & Cap. Fee:		Change of Principal Office
	Expedite Fee:	50	ü Change of Resident Agent
	Penalty:		ü Change of Resident Agent Address
	State Recordation Tax:		Resignation of Resident Agent
	State Transfer Tax:		Designation of Resident Agent and Resident Agent's Address
1	Certified Copies		Change of Business Code
	Copy Fee:		
	Certificates		
	Certificate of Status Fee:		Adoption of Assumed Name
	Personal Property Filings:		
	Mail Processing Fees:		
	Other:		Other Change(s)
	TOTAL FEES:	75	

Credit Card _____ Check ü Cash _____

Code 194

_____ Documents on _____ Checks

Attention: _____

Approved By: [ILLEGIBLE]

Mail: Name and Address

Keyed By: [ILLEGIBLE]

COMMENT(S):

CORPASSIST OF BALTIMORE
2ND FLOOR
836 PARK AVE
BALTIMORE MD 21201–4753

Stamp Work Order and Customer Number HERE
STATE OF MARYLAND
DEPT OF ASSESSMENTS AND TAXATION
CUST ID: 0002161438
WORK ORDER: 0001604476
DATE: 07-22-2008 01:02 PM
AMT. PAID: $75.00

RESOLUTION TO CHANGE PRINCIPAL OFFICE OR RESIDENT AGENT

The directors/stockholders/general partner/authorized person of College Park Jewelers, Inc.,

(Name of Entity)

organized under the laws of Maryland, passed the following resolution

(State)

[CHECK APPLICABLE BOX(ES)]

☐ **The principal office is changed from: (old address)**

to: (new address)

☒ **The name and address of the resident agent is changed from:**

National Registered Agents, Inc. of MD

Second Floor, 836 Park Avenue, Baltimore, MD 21201

to:

The Corporation Trust Incorporated, 351 West Camden Street, Baltimore, Maryland 21201

I certify under penalties of perjury the foregoing is true.

[ILLEGIBLE]

Secretary or Assistant Secretary
General Partner
Authorized Person

I hereby consent to my designation in this document as resident agent for this entity.

The Corporation Trust Incorporated
SIGNED By: [ILLEGIBLE]
Resident Agent

STATE OF MARYLAND

I hereby certify that this is a true and complete copy of the 3 page document on file in this office. DATED: 3-19-14
STATE DEPARTMENT OF ASSESMENTS AND TAXATION
BY: [ILLEGIBLE], Custodian
This stamp replaces our previous certification system. Effective: 6/95

MEETING OF THE BOARD OF DIRECTORS OF
College Park Jewelers, Inc.
September 30, 2010

On September 30, 2010, the Board of Directors of College Park Jewelers, Inc. (the "Company") held a meeting at the Company's corporate offices. The undersigned, constituting all of the Directors of the Company, adopted the resolutions, as follows:

1. **RESOLVED,** that the resident agent of the Company is changed from National Registered Agents, Inc. of MD to The Corporation Trust Incorporated. **A MOTION** was made by Rick Wessel, seconded by R. Douglas Orr and passed unanimously by the Board to change the resident agent.

2. **RESOLVED,** that the address of the resident agent of the Company is changed from Second Floor, 836 Park Avenue, Baltimore, Maryland 21201 to 351 West Camden Street, Baltimore, Maryland 21201. **A MOTION** was made by Rick Wessel, seconded by R. Douglas Orr and passed unanimously by the Board to change the address of the resident agent.

3. **RESOLVED,** that the meeting should be adjourned, **A MOTION** was made by Rick L. Wessel, seconded by R. Douglas Orr and passed unanimously by the Board to adjourn the meeting.

IN WITNESS WHEREOF, the undersigned, being all the members of the Board of Directors of College Park Jewelers, Inc., hereby acknowledges the adoption of the above-referenced resolutions, effective this the thirtieth day, of September 2010.

/s/ Rick L. Wessel
Rick L. Wessel

/s/ R. Douglas Orr
R. Douglas Orr

CUST ID:0002489310
WORK ORDER:0003705890
DATE: 10-05-2010 01:19 PM
AMT. PAID: $75.00

CORPORATE CHARTER APPROVAL SHEET
****EXPEDITED SERVICE** ** KEEP WITH DOCUMENT ****

DOCUMENT CODE 80 BUSINESS CODE _____

[BARCODE]

D03557717

Close _____ Stock _____ Nonstock _____

1000362000584583

P.A. _____ Religious _____

Merging (Transferor) _____

ID # D03557717 ACK # 1000362000584583
PAGES: 0003
COLLEGE PARK JEWELERS, INC.

Surviving (Transferee) _____

10/01/2010 AT 04:04 P WO # 0003705890

New Name _____

FEES REMITTED

Base Fee:	25		Change of Name
Org. & Cap. Fee:			Change of Principal Office
Expedite Fee:	50	ü	Change of Resident Agent
Penalty:		ü	Change of Resident Agent Address
State Recordation Tax:			Resignation of Resident Agent
State Transfer Tax:			Designation of Resident Agent and Resident Agent's Address
Certified Copies			Change of Business Code
Copy Fee:			
Certificates			
Certificate of Status Fee:			Adoption of Assumed Name
Personal Property Filings:			
Mail Processing Fee:			
Other:			Other Change(s)
TOTAL FEES:	75		

Credit Card _____ Check ü Cash _____

Code 007

_____ Documents on _____ Checks

Attention: _____

Approved By: [ILLEGIBLE]

Mail: Name and Address

Keyed By: [ILLEGIBLE]

COMMENT(S):

THE CORPORATION TRUST INCORPORATED
351 WEST CAMDEN STREET
BALTIMORE MD 21201-7912

Stamp Work Order and Customer Number HERE
CUST ID:0002489310
WORK ORDER:0003705890
DATE:10-05-2010 01:19 PM
AMT. PAID:$75.00

RESOLUTION TO CHANGE PRINCIPAL OFFICE OR RESIDENT AGENT

The directors/stockholders/general partner/authorized person of

COLLEGE PARK JEWELERS, INC.

(Name of Entity)

organized under the laws of Maryland (State) passed the following resolution:

(Check applicable boxes)

☐ **The principal office is changed from: (old address)**

to: (new address)

☒ **The name and address of the resident agent is changed from:**

The Corporation Trust Incorporated

351 West Camden Street, Baltimore, MD 21201

to:

CSC-Lawyers Incorporating Service Company

7 St. Paul Street, Suite 1660, Baltimore, MD 21202

I certify under penalties of perjury the foregoing is true.

Signed /s/ [ILLEGIBLE] Secretary
Secretary or Assistant Secretary
General Partner
Authorized Person

I hereby consent to my designation in this document as resident agent for this entity.

CSC-Lawyers Incorporating Service Company

Signed By: /s/ Sylvia Queppet
Sylvia Queppet,
Resident Agent
Assistant Vice President

STATE OF MARYLAND

I hereby certify that this is a true and complete copy of the 2 page document on file in this office. DATED: 3-19-14
STATE DEPARTMENT OF ASSESMENTS AND TAXATION
BY: [ILLEGIBLE], Custodian
This stamp replaces our previous certification system. Effective: 6/95

CUST ID: 002828946
WORK ORDER: 0004045525
DATE: 11-01-2012 01:18 PM
AMT PAID: $175.00

CORPORATE CHARTER APPROVAL SHEET
****KEEP WITH DOCUMENT****

DOCUMENT CODE 80 BUSINESS CODE _____ [BARCODE]

D03557717

Close _____ Stock _____ Nonstock _____ **1000362004201515**

P.A. _____ Religious _____

Merging (Transferor) _____

Affix Barcode Label Here
ID # D03557717 ACK # 1000362004201515
PAGES: 0002
COLLEGE PARK JEWELERS, INC.

Surviving (Transferee) _____ **10/31/2012 AT 01:51 P WO # 0004045526**

New Name _____

FEES REMITTED

Base Fee:	25	_____	Change of Name
Org. & Cap. Fee:	_____	_____	Change of Principal Office
Expedite Fee:	_____	_____	Change of Resident Agent
Penalty:	_____	_____	Change of Resident Agent Address
State Recordation Tax:	_____	_____	Resignation of Resident Agent
State Transfer Tax:	_____	_____	Designation of Resident Agent
_____ Certified Copies			and Resident Agent's Address
Copy Fee:	_____	_____	Change of Business Code
_____ Certificates			_____
Certificate of Status Fee:	_____	_____	Adoption of Assumed Name
Personal Property Filings:	_____		_____
Mail Processing Fee:	_____		
Other:	_____		_____
		_____	Other Change(s)
TOTAL FEES:	25		_____
			_____

Credit Card _____ Check ____ Cash ____ Code_____

7 Documents on _____ Checks

Approved By: 10

Keyed By: _____

COMMENT(S):

Attention: _____
Mail: Name and Address

CSC (UNITED STATES CORPORATION)
EVELYN WRIGHT
STE. 400
2711 CENTERVILLE RD
WILMINGTON DE 19808-1660

Stamp Work Order and Customer Number HERE
CUST ID:0002828946
WORK ORDER:0004045526
DATE:11-01-2012 01:18 PM
AMT. PAID:$175.00

Exhibit 3.4

AMENDED AND RESTATED

BYLAWS OF

COLLEGE PARK JEWELERS, INC.

a Maryland Close Corporation

Table of Contents

AMENDED AND RESTATED BYLAWS

OF

COLLEGE PARK JEWELERS, INC.

A Maryland Close Corporation

1. MEETINGS OF STOCKHOLDERS

1.1. Annual Meeting. The annual meeting of the Stockholders of the Corporation shall be held on December 1 of each year, if not a legal holiday, and if a legal holiday then the next succeeding day not a legal holiday, for the election of officers and the transaction of such corporate business as may properly come before the meeting. The meeting need not be held unless requested by a Stockholder. A request for an annual meeting by a Stockholder shall be in writing and delivered to the President or Secretary of the Corporation at least 30 days before the specified date for meeting.

1.2. Special Meetings. Special meetings of the Stockholders may be called at any time for any purpose or purposes by the President or by a majority of the Stockholders, and shall be called forthwith by the President or the Secretary upon the request in writing of the holders of a majority of all the shares outstanding and entitled to vote on the business to be transacted at such meeting. Such request shall state the purpose or purposes of the meeting.

Business transacted at all special meetings of the Stockholders shall be confined to the purpose or purposes stated in the notice of the meeting.

1.3. Place of Meeting. The annual and special meetings of Stockholders will be held at the principal office of the Corporation or at such place within or without the State of Maryland as determined by the Board and set forth in the Notice of Meeting.

1.4. Annual Meeting. Written notice stating the place, day, and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which it is called, shall be given not less than 10 days before the date of the meeting, either personally or by first-class mail, postage prepaid by or at the direction of the President, the Secretary, or other officer of the Corporation or the person calling the meeting, to each Stockholder of record entitled to vote at such meeting.

1.5. Quorum. Except as otherwise provided in the Articles of Incorporation, the presence, by person or by proxy, of the holders of a majority of issued and outstanding shares entitled to vote thereat shall be necessary to constitute a quorum for the transaction of business at

all meetings of Stockholders. If, however, such quorum shall not be present or represented at any meeting of the Stockholders, a majority of the shares so represented shall have the power to adjourn that meeting to a future date at which a quorum shall be present or represented. At such reconvened meeting, any business may be transacted which might have been transacted at the meeting originally called.

1.6. Voting. A Stockholder entitled to vote at a meeting may vote at such meeting in person or by proxy. Except as otherwise provided by law or the Articles of Incorporation, every Stockholder of record shall be entitled to one vote for each share of stock in the Stockholder's name on the books of the Corporation on the record date fixed as herein provided. Moreover, except to the extent that a greater number is required by law or the Articles of Incorporation, all Stockholder actions shall be determined by a vote of the majority of the holders of all issued and outstanding shares of the Corporation.

1.7. Proxies. Every proxy must be dated and signed by the Stockholder or by the Stockholder's attorney-in-fact. No proxy shall be valid after the expiration of 11 months after the date of its execution, unless otherwise provided in the proxy. Every proxy shall be revocable at the pleasure of the Stockholder executing it, except when an irrevocable proxy is permitted by statute. All proxies shall be filed with the Secretary of the Corporation before or at the time of the meeting.

1.8. Action by Stockholders Without a Meeting. Whenever by a provision of statute, the Articles of Incorporation, or by these Bylaws, the vote of Stockholders is required or permitted to be taken at a meeting thereof in connection with any corporate action, the meeting and the vote of the Stockholders may be dispensed with if all the Stockholders who would have been entitled to vote upon the action if such meeting were held shall consent in writing to such corporate action being taken.

2. DIRECTORS

2.1. Board of Directors. The Corporation has elected in its Charter to have no Board of Directors.

2.2. General Powers. The property and business of the Corporation shall be managed under the direction of the Stockholders

3. OFFICERS

3.1. Officers and Qualifications. The officers of the Corporation shall be a President, a Secretary, and a Treasurer, each of whom shall be elected by the Stockholders. Each officer shall hold office until the officer's successor has been duly elected and qualified, or until the officer's death, resignation, or removal. The Stockholders may elect such vice presidents and other officers and assistant officers and agents as may be deemed necessary. Any two or more offices may be held by the same person. If the Corporation has only one Stockholder, such Stockholder may hold all offices. All officers and agents of the Corporation, as between themselves and the Corporation, shall have such authority and perform such duties in the management of the Corporation as may be determined by the Stockholders. The Stockholders may from time to time authorize any committee or any officer or agent to appoint subordinate officers and agents and prescribe their responsibility, authority, and tenure.

In the event that any office other than an office required by law shall not be filled by the Stockholders or, once filled, subsequently becomes vacant, then such office and all references thereto in these Bylaws shall be deemed inoperative unless and until such office is filled in accordance with the provisions of these Bylaws.

Except where otherwise expressly provided in a contract duly authorized by the Stockholders, all officers and agents of the Corporation shall be subject to removal at any time by the affirmative vote of a majority of the Stockholders entitled to vote, and all officers, agents, and employees shall hold office at the discretion of the Stockholders or of the officers appointing them.

3.2. Compensation of Officers and Employees. The salaries of all officers, employees and agents of the Corporation may be fixed from time to time by the Stockholders. Subject to the action of the Stockholders, the President is authorized to set the compensation of officers, employees, and agents, including the President's. Any such action by the Stockholders shall supersede the authority of the President in this regard. If any salary payment, commission, employee fringe benefit, expense allowance, payment, or other expense incurred by the Corporation for the benefit of any officer, agent, or employee of the Corporation is disallowed in whole or in part as a deductible expense of the Corporation for federal income tax purposes, the officer, agent, or employee shall promptly reimburse the Corporation upon notice and demand to the full extent of the disallowance.

3.3. Removal of Officers or Agents. Any officer or agent may be removed with or without cause at any time by a vote of the majority of the Stockholders, whenever the Stockholders in their absolute discretion shall consider that the best interests of the Corporation would be served thereby. Any officer or agent appointed otherwise than by the Stockholders may be removed, with or without cause, at any time by any officer having the authority to

appoint, whenever such officer in the officer's absolute discretion shall consider that the best interests of the Corporation will be served thereby. Any such removal of an officer or agent shall be without prejudice to the recovery of damages for the breach of any contract rights of the person removed. The election or appointment of an officer or agent in and of itself shall not create contract rights.

3.4. The President. The President shall be the Chief Executive Officer of the Corporation. The President shall preside at all meetings of the Stockholders. The President shall have general and active management of the business of the Corporation and shall see that all orders and resolutions of the Stockholders are carried into effect. Without limitation, the President may execute (with or without the Secretary or any other proper officer of the Corporation authorized by the Stockholders) in the corporate name, certificates for shares of the Corporation, deeds, mortgages, bonds, contracts, or other instruments, except in cases in which the signing or execution thereof shall be expressly restricted or delegated by the Stockholders to some other officer or agent of the Corporation. The President shall have the authority to incur debts or liabilities and pledge assets in the name of the Corporation and to execute notes or other evidence of indebtedness in connection therewith. In the absence of specific action to the contrary by the Stockholders, the President shall execute on behalf of the Corporation proxies to vote any and all shares of stock owned by the Corporation in other corporations.

The President shall appoint and discharge all employees and agents of the Corporation, other than the duly elected officers, subject to the Stockholders' authority to override any such action.

3.5. Vice Presidents. The Vice Presidents, in the order of their seniority, shall, in the absence or disability of the President, perform the duties and exercise the powers of the President and shall perform such other duties as the Stockholders or President shall prescribe, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice President(s) shall perform such other duties as from time to time may be assigned to the Vice President(s) by the President or by the Stockholders.

3.6. The Secretary. The Secretary shall attend all meetings of the Stockholders and record all votes and the minutes of all proceedings in a book to be kept for that purpose, and shall perform like duties for the executive committee or any other committee which may be constituted. The Secretary shall give, or cause to be given, notice of all meetings of the Stockholders and shall perform such other duties as may be prescribed by the Stockholders or President, under whose supervision the Secretary shall be. The Secretary shall keep in safe custody the seal of the Corporation and, when authorized by the Stockholders or by the President, affix the same to any instrument requiring it, and, when so affixed, it shall be attested by the Secretary's signature or by the signature of the Treasurer or an assistant secretary. The Secretary shall keep a register of the post office address of each Stockholder which shall be furnished to the Secretary by each Stockholder and have general charge of the stock transfer books of the Corporation.

3.7. The Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all money and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Stockholders. The Treasurer shall disburse the funds of the Corporation as may be ordered by the President or the Stockholders, taking proper vouchers for such disbursements, and shall render to the President or the Stockholders upon request an account of all the Treasurer's transactions as Treasurer and of the financial condition of the Corporation. If required by the Stockholders, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Stockholders, for the faithful performance of the duties in the office and for the restoration to the Corporation, in case of the Treasurers' death, resignation, retirement, or removal from office, of all books, papers, vouchers, money, and other property of whatever kind in the possession or under the control of the Treasurer belonging to the Corporation.

4. INDEMNIFICATION

4.1. Definitions. As used in this Article 4, any word or words that are defined in Section 2-418 of the Corporations and Associations Article of the Annotated Code of Maryland, as amended from time to time, (the "Indemnification Section") shall have the same meaning as provided in the Indemnification Section.

4.2. Indemnification of Officers. The Corporation shall indemnify and advance expenses to an officer of the Corporation in connection with a proceeding to the fullest extent permitted by and in accordance with the Indemnification Section.

4.3. Indemnification of Employees and Agents. With respect to an employee or agent, other than an officer, of the Corporation, the Corporation may, as determined by the Stockholders of the Corporation, indemnify and advance expenses to such employee or agent in connection with a proceeding to the extent permitted by and in accordance with the Indemnification Section.

5. CAPITAL STOCK

5.1. Issuance of Certificates of Stock. The certificates for shares of the stock of the Corporation shall be of such form not inconsistent with the Articles of Incorporation or its amendments. All certificates shall be signed by the President or by the Vice-President and counter-signed by the Secretary or by an Assistant Secretary. All certificates for each class of

stock shall be consecutively numbered. The name of the person owning the shares issued and the address of the holder, shall be entered in the Corporation's books. All certificates surrendered to the Corporation for transfer shall be cancelled and no new certificates representing the same number of shares shall be issued until the former certificate or certificates for the same number of shares shall have been so surrendered and cancelled, unless a certificate of stock be lost or destroyed, in which event another may be issued in its stead upon proof of such loss or destruction and unless waived by the President, the giving of a satisfactory bond of indemnity not exceeding an amount double the value of the stock. Both such proof and such bond shall be in a form approved by the general counsel of the Corporation, the Transfer Agent of the Corporation, and by the Registrar of the stock.

5.2. Transfer of Shares. Shares of the capital stock of the Corporation shall be transferred on the books of the Corporation only by the holder thereof in person or by his or her attorney upon surrender and cancellation of certificates for a like number of shares as hereinbefore provided.

5.3. Registered Stockholders. The Corporation shall be entitled to treat the holder of record of any share or shares of stock as the holder in fact thereof and accordingly shall not be bound to recognize any equitable or other claim to or interest in such share or shares in the name of any other person, whether or not it shall have express or other notice thereof, save as expressly provided by the laws of Maryland.

5.4. Closing Transfer Books. The Stockholders may fix the time, not exceeding ten days preceding the date of any meeting of Stockholders or any dividend payment date or any date for the allotment of rights, during which time the books of the Corporation shall be closed against transfers of stock, or, in lieu thereof, the Stockholders may fix a date not exceeding ten days preceding the date of any meeting of Stockholders or any dividend payment date or any date for the allotment of rights, as a record date for the determination of the Stockholders entitled to notice of and to vote at such meeting or to receive such dividends or rights as the case may be; and only Stockholders of record on such date shall be entitled to notice of and to vote at such meeting or to receive such dividends or rights as the case may be.

6. BANK ACCOUNTS AND LOANS

6.1. Bank Accounts. Such officers or agents of the Corporation as from time to time shall be designated by the Stockholders shall have authority to deposit any funds of the Corporation in such banks or trust companies as shall from time to time be designated by the Stockholders and such officers or agents as from time to time shall be authorized by the Stockholders may withdraw any or all of the funds of the Corporation so deposited in any bank or trust company, upon checks, drafts or other instruments or orders for the payment of money, drawn against the account or in the name or on behalf of this Corporation, and made or signed by

such officers or agents; and each bank or trust company with which funds of the Corporation are so deposited is authorized to accept, honor, cash or pay, without limit as to amount, all checks, drafts or other instruments or orders for the payment of money, when drawn, made or signed by officers or agents so designated by the Stockholders until written notice of the revocation of the authority of such officers or agents by the Stockholders shall have been received by such bank or trust company. There shall from time to time be certified to the banks or trust companies in which funds of the Corporation are deposited, the signature of the officers or agents of the Corporation so authorized to draw against the same. In the event that the Stockholders shall fail to designate the persons by whom checks, drafts and other instruments or orders for the payment of money shall be signed, as hereinabove provided in this Section, all of such checks, drafts, and other instructions or orders for the payment of money shall be signed by the President or a Vice-President and countersigned by the Secretary or Treasurer or an Assistant Secretary or an Assistant Treasurer of the Corporation.

6.2. Loans. The President of the Corporation shall have authority to effect loans, advances, or other forms of credit at any time or times for the Corporation from such banks, trust companies, institutions, corporations, firms, or persons and as security for the repayment of such loans, advances, or other forms of credit to assign, transfer, endorse, and deliver, either originally or in addition or substitution, any or all stocks, bonds, rights, and interests of any kind in or to stocks or bonds, certificates of such rights or interests, deposits, accounts, documents covering merchandise, bills and accounts receivable, and other commercial paper and evidence of debt at any time held by the Corporation; and for such loans, advances or other forms of credit to make, execute, and deliver one or more notes, acceptances, or written obligations of the Corporation on such terms, and with such provisions as to the security or sale or disposition thereof as such officers or agents shall deem proper; and also to sell to, or discount or rediscount with, such banks, trust companies, institutions, corporations, firms, or persons any and all commercial paper, bills receivable, acceptances, and other instruments and evidences of debt at any time held by the Corporation, and to that end to endorse, transfer, and deliver the same.

7. GENERAL PROVISIONS

7.1. Fiscal Year. The fiscal year of the Corporation shall be determined by the President through the President’s instructions or actions.

7.2. Corporate Seal. In the event that the President shall direct the Secretary to obtain a corporation seal, the corporate shall be circular in form and shall have inscribed thereon the name of the Corporation, the year of its organization and the word “Maryland.”

7.3. Stock Ledger. The Corporation shall maintain a stock ledger containing the names and addresses of all its Stockholders and the number of shares of each class of stock held by each Stockholder.

7.4. Books and Records. The Corporation shall keep correct and complete books and records of accounts and of its transactions and minutes of the proceedings of its Stockholders or Committees, if any.

8. AMENDMENTS

8.1. Manner of Amending. The Stockholders shall have the power and authority to amend, alter, or repeal these Bylaws or any provision thereof, and may from time to time make additional Bylaws.

9. CONFLICTS

9.1. Articles Prevail. In the event of any conflict between the Articles of Incorporation, as duly amended, and these Bylaws, as duly amended, the Articles of Incorporation shall prevail, and shall be deemed to be adopted herein by reference.

9.2. Stockholders' Agreement Prevails. In the event all of the Stockholders shall enter into a Stockholders' Agreement, such Agreement shall prevail over any conflicting provisions of the Articles of Incorporation, these Bylaws, and the Maryland General Corporation Law or other law, except as not allowed by law.

June 3, 2008	/s/ Shannon Shapiro
Date	Shannon Shapiro, Secretary

Exhibit 3.5

STATE DEPARTMENT OF ASSESMENTS
AND TAXATION
APPROVED FOR RECORD
6-8-88 at 9:38 am

ARTICLES OF INCORPORATION

of

FAMOUS PAWN, INC.

ARTICLE I – INCORPORATORS

I, Mark Rothman, whose post office address is 412 Waterford Road, Silver Spring, MD 20901, being at least eighteen (18) years of age, hereby form a corporation under and by virtue of the General Laws of the State of Maryland.

ARTICLE II – NAME OF CORPORATION

The name of the corporation (which is hereafter referred to as the "Corporation") is Famous Pawn, Inc.

ARTICLE III – PURPOSES

The purposes for which the Corporation is formed and the business and objects to be carried on and promoted by it are as follows:

(1) To own, operate and maintain pawnshops and to retail the sale of various merchandise.

(2) To do anything permitted by Section 2-103 of the Corporations and Associations Act of the Annotated Code of Maryland, as amended from time to time.

ARTICLE IV – PRINCIPAL OFFICE

The post office address of the principal office of the Corporation in this State is 412 waterford Road, Silver Spring, MD 20901.

ARTICLE V – RESIDENT AGENT

The name and post office address of the Resident Agent of the Corporation in this State is Mark Rothman, 412 Waterford Road, Silver Spring, MD 20901. The said Resident Agent is an individual actually residing in this State.

ARTICLE VI – CAPITAL STOCK

The total number of shares of capital stock which the Corporation has authority to issue is one thousand (1,000) shares of common stock, without par value.

ARTICLE VII – DIRECTORS

The number of directors of the Corporation shall be three (3), which number may be increased or decreased pursuant to the By-Laws of the Corporation, but shall never be less than three (3), provided that: (1) If there is no stock outstanding, the number of directors may be less than three but not less than one; and (2) If there is stock outstanding and so long as there are less than three stockholders, the number of directors may be less than three but not less than the number of stockholders. The names of the directors who shall act until the first annual meeting or until their successors are duly chose and qualified are: Mark Rothman.

ARTICLE VIII – POWERS

The following provisions are hereby adopted for the purpose of defining, limiting and regulating the powers of the Corporation and of the directors and stockholders:

(1) The Board of Directors of the Corporation is hereby empowered to authorize the issuance from time to time of shares of its stock of any class, whether now or hereafter authorized, or securities convertible into shares of its stock of any class or classes, whether now or hereafter authorized.

(2) The Board of Directors of the Corporation may classify or reclassify any unissued shares by fixing or altering in any one or more respects, from time to time before issuance of such shares, the preferences, rights, voting powers, restrictions, and qualification of, the dividends on, the times and prices of redemption of, and the conversion rights of, such shares.

The enumeration and definition of a particular power of the Board of Directors included in the foregoing shall in no way be limited or restricted by reference to or inference from the terms of any other clause of this or any other article of the Charter of the Corporation, or construed as or deemed by inference or otherwise in any manner to exclude or limit any powers conferred upon the Board of Directors under the General Laws of the State of Maryland now or hereafter in force.

ARTICLE IX – LIMITATION OF PRE-EMPTIVE RIGHTS

Except as may otherwise be provided by the Board of Directors of the Corporation, no holder of any shares of the stock of the Corporation shall have any pre-emptive right to purchase, subscribe for, or otherwise acquire any shares of stock of the Corporation of any class now or hereafter authorized, or any securities exchangeable for or convertible into such shares, or any warrants of other instruments evidencing rights or options to subscribe for, purchase or otherwise acquire such shares.

IN WITNESS WHEREOF, I have signed these Articles of Incorporation this 7th day of June, 1988, and I acknowledge the same to be my act.

WITNESS:

[ILLEGIBLE]

/s/ MARK ROTHMAN
MARK ROTHMAN

Exhibit 3.6

BY-LAWS

OF

FAMOUS PAWN, INC.

ARTICLE I

Offices

The principal office of the corporation shall be located at the address designated in the Articles of Incorporation. The corporation may have such other offices, either within or without the State of incorporation, as the Board of Directors may, from time to time, designate or as the business of the corporation may from time to time require.

ARTICLE II

Stockholders

SECTION 1. Annual Meeting: The annual meeting of the stockholders of the corporation shall be held on a day duly designated by the Board of Directors on the first Monday of May, if not a legal holiday, and if a legal holiday, then the next succeeding day not a legal holiday, for the purpose of electing directors to succeed those whose terms shall have expired as of the date of such annual meeting, and for the transaction of such other corporate business as may come before the meeting.

SECTION 2. Special Meetings: Unless otherwise prescribed by statute, special meetings of the stockholders may be called at any time for any purpose or purposes by the President, Vice-President, or by a majority of the Board of

Directors, and shall be called forthwith by the President or the Secretary or any director of the corporation upon the request in writing of the holders of at least 25% of all the shares outstanding and entitled to vote on the business to be transacted at such meeting. Such request shall state the purpose or purposes of the meeting. Business transacted at all special meetings of stockholders shall be confined to the purpose or purposes stated in the notice of the meeting.

SECTION 3. Place of Holding Meetings: All meetings of stockholders shall be held at the principal office of the corporation or at such other places in the United States as shall be designated by the Board of Directors.

SECTION 4. Notice of Meetings; Waiver of Notice:

A. Not less than ten (10) nor more than ninety (90) days before each stockholders' meeting, the Secretary shall give written notice of the meeting to each stockholder entitled to vote at the meeting and to each other stockholder entitled to notice of the meeting. The notice shall state the time and place of the meeting, and, if the meeting is a special meeting or notice of the purpose is required by statute, the purpose of the meeting. Notice is given to a stockholder when it is personally delivered to him, left at his residence or usual place of business, or mailed to him at his address as it appears on the records of the corporation.

B. Notwithstanding the foregoing provisions, each person who is entitled to notice waives notice if he before or after the meeting signs a waiver of the notice which is filed

with the records of stockholders' meetings, or is present at the meeting in person or by proxy. Any meeting of stockholders, annual or special, may adjourn from time to time to reconvene at the same or some other place, and no notice need be given of any such adjourned meeting other than by announcement, unless otherwise required by statute.

SECTION 5. Quorum: Unless statute or the Articles of Incorporation provide otherwise, at a meeting of stockholders the presence in person or by proxy of stockholders entitled to cast a majority of all the votes entitled to be cast at the meeting constitutes a quorum. In the absence of a quorum, the stockholders present in person or by proxy, by majority vote and without notice other than by announcement, may adjourn the meeting from time to time until a quorum shall attend. At any such adjourned meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the meeting as originally notified. In the event that at any meeting a quorum exists for the transaction of some business but does not exist for the transaction of other business, the business as to which a quorum is present may be transacted by the holders of stock present in person or by proxy who are entitled to vote thereon.

SECTION 6. CONDUCT OF MEETINGS: Meetings of stockholders shall be presided over by an officer of the Corporation or, if no officer is present, by a chairman to be elected at the meeting. The Secretary of the Corporation, or if he is not present, any Assistant Secretary shall act as secretary

of such meetings; in the absence of the Secretary and any Assistant Secretary, the presiding officer may appoint a person to act as Secretary of the meeting.

SECTION 7. General Right to Vote; Proxies:

A. Unless the Articles of Incorporation provide for a greater or lesser number of votes per share or limits or denies voting rights, each outstanding share of stock, regardless of class, is entitled to one (1) vote on each matter submitted to a vote at a meeting of stockholders, and a majority of all the votes cast at a meeting at which a quorum is present is sufficient to approve any matter which properly comes before the meeting. In all elections for directors, each share of stock may be voted for as many individuals as there are directors to be elected and for whose election the share is entitled to be voted.

B. A stockholder may vote the stock he owns of record either in person or by written proxy signed by the stockholder or by his duly authorized attorney in fact. Unless a proxy provides otherwise, it is not valid more than three (3) months after its date.

SECTION 8. List of Stockholders: At each meeting of stockholders, a full, true and complete list of all stockholders entitled to vote at such meeting, showing the number and class of shares held by each and certified by the transfer agent for such class or by the Secretary, shall be furnished by the Secretary.

SECTION 9. Conduct of Voting: At all meetings of stockholders, unless the voting is conducted by inspectors, the proxies and ballots shall be received, and all questions touching

the qualification of voters and the validity of proxies and the acceptance or rejection of votes shall be decided by the chairman of the meeting. If demanded by stockholders, present in person or by proxy, entitled to cast ten percent (10%) in number of votes entitled to be cast, or if ordered by the chairman, the vote upon any election or question shall be taken by ballot and, upon like demand or order, the voting shall be conducted by inspectors, in which event the proxies and ballots shall be received and all questions touching the qualification of voters and the validity of proxies and the acceptance or rejection of votes, shall be decided by such inspectors. Unless so demanded or ordered, no vote need be by ballot and voting need not be conducted by inspectors. The chairman of the meeting shall appoint an inspector or inspectors.

SECTION 10. Closing of Transfer Books and Fixing of Record Date: Unless otherwise provided by statute, for the purpose of determining stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or stockholders entitled to receive payment of any dividend, or in order to make a determination of stockholders for any other proper purpose, the directors of the corporation may provide that the stock transfer books shall be closed for a stated period but not to exceed, in any case, twenty (20) days. The record date or the closing of the stock transfer books for the purpose of determining stockholders entitled to notice of or to vote at a meeting of stockholders, shall be at least ten (10) days immediately preceding such meeting. In lieu of closing the stock

transfer books, the directors may fix in advance a date as the record date for any such determination of stockholders, such date in any case to be not more than sixty (60) days prior to the date on which the particular action requiring such determination of stockholders is to be taken.

If a record date is not set and the stock transfer books are not closed:

1. The record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders is the later of:

a. The close of business on the day on which notice of the meeting is mailed; or

b. The thirtieth (30th) day before the meeting; and

2. The record date for determining stockholders entitled to receive payment of a dividend or an allotment of any rights is the close of business on the day on which the resolution of the Board of Director declaring the dividend or allotment of rights is adopted, but the payment or allotment may not be made more than sixty (60) days after the date on which the resolution is adopted.

SECTION 11. Informal Action by Stockholders: Any action required or permitted to be taken at a meeting of stockholders may be taken without a meeting if the following are filed with the records of stockholders' meetings: (1) An unanimous written consent which sets forth the action and is signed by each stockholder entitled to vote on the matter; and (2) A written waiver of any right to dissent signed by each stockholder entitled to notice of the meeting but not entitled to vote at it.

ARTICLE III

Board of Directors

SECTION 1. General Powers: The property and business of the corporation shall be managed under the direction of the Board of Directors of the corporation.

SECTION 2. Number, Election and Term of Office: The number of directors shall be three (3) or such other number as may be designated from time to time by resolution of a majority of the entire Board of Directors, but not less than three (3) unless all of the outstanding shares are owned beneficially and of record by less than three (3) shareholders, in which event the number of directors shall not be less than the number of shareholders. Directors need not be stockholders. The directors shall be elected each year at the annual meeting of stockholders by a majority of the votes cast, except as hereinafter provided, and each director shall serve until his successor shall be elected and shall qualify.

SECTION 3. New Directorships and Vacancies:

A. In the case of any vacancy in the Board of Directors through death, resignation, disqualification, removal or other cause, the remaining directors, by affirmative vote of the majority thereof, may elect a successor to hold office for the unexpired portion of the term of the director whose place shall be vacant, and until the election of his successor, or until he shall be removed, prior thereto, by an affirmative vote of the holders of a majority of the stock.

B. Similarly and in the event of the number of directors being increased as provided in these By-Laws, the additional directors so provided for shall be elected by a majority of the entire Board of Directors already in office, and shall hold office until the next annual meeting of stockholders and thereafter until his or their successors shall be elected.

SECTION 4. Removal of Directors: Any director may be removed from office with or without cause by the affirmative vote of the holders of the majority of the stock issued and outstanding and entitled to vote at any special meeting of stockholders regularly called for the purpose.

SECTION 5. Resignation: A director may resign at any time by giving written notice to the Board, the President or the Secretary of the corporation. Unless otherwise specified in the notice, the resignation shall take effect upon receipt thereof by the Board or such officer, and the acceptance of the resignation shall not be necessary to make it effective.

SECTION 6. Chairman Of The Board: The Chairman of the Board, if any and if present, shall preside at all meetings of the Board of Directors. If there be no Chairman, or he shall be absent, then the President shall preside, and, in his absence a chairman chosen by the majority vote of the Directors present shall preside.

SECTION 7. Place of Meeting: The Board of Directors may hold their meetings and have one or more offices, and keep the books of the corporation, either within or outside the State of Maryland, at such place or places as they may from time to time determine by resolution or by written consent of all the directors. The Board of Directors may hold their meetings by conference telephone or other similar electronic communications equipment in accordance with the provisions of applicable law.

SECTION 8. Regular Meetings: Regular meetings of the Board of Directors may be held without notice at such time and place as shall from time to time be determined by resolution of the Board fixing or changing the time or place for the holding of regular meetings of the Board shall be mailed to each director at least three (3) days before the first meeting held pursuant thereto. The annual meeting of the Board of Directors shall be held immediately following the annual stockholders' meeting at which a Board of Directors is elected. Any business may be transacted at any regular meeting of the Board.

SECTION 9. Special Meetings: Special meetings of the Board of Directors shall be held whenever called by direction of a majority of the Board of Directors or the President and must be called by the Chairman of the Board, the President or the Secretary upon written request of a majority of the Board of Directors. The Secretary shall give notice of each special meeting of the Board of Directors, by mailing the same at least three (3) days prior to the meeting or by telegraphing the same at least two (2) days before the meeting, to each director; but such notice may be waived by any director. Unless otherwise indicated in the notice thereof, any and all business may be

transacted at any special meetings. At any meeting at which every director shall be present, even though without notice, any business may be transacted and any director may in writing waive notice of the time, place and objectives of any special meeting.

SECTION 10. Quorum and Manner of Acting; Adjournment: A majority of the whole number of directors shall constitute a quorum for the transaction of business at all meetings of the Board of Directors, but, if at any meeting less than a quorum shall be present, a majority of those present may adjourn the meeting from time to time, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, except as may be otherwise specifically provided by law or by the Articles Of Incorporation or by these By-Laws.

SECTION 11. Informal Action: Any action required or permitted to be taken at a meeting of the Board of Directors or a committee of the Board may be taken without a meeting, if an unanimous written consent which sets forth the action is signed by each member of the Board or committee and filed with the minutes of proceedings of the Board or committee.

SECTION 12. Compensation of Directors: Directors shall not receive any stated salary for their services as such, but each director shall be entitled to receive from the corporation reimbursement of the expenses incurred by him in attending any regular or special meeting of the Board, and, by resolution of the Board of Directors, a fixed sum may also be allowed for attendance at each regular or special meeting of the Board and

such reimbursement and compensation shall be payable whether or not a meeting is adjourned because of the absence of a quorum. Nothing herein contained shall be construed to preclude any director from serving the corporation in any other capacity and receiving compensation therefor.

SECTION 13. Committees: The Board of Directors may, by resolution passed by a majority of the whole Board, designate one or more committees, each committee to consist of two or more of the directors of the corporation, which, to the extent provided in the resolution, shall have and may exercise the powers of the Board of Directors (to the extent permitted by law), and may authorize the seal of the corporation to be affixed to all papers which may require it. Such committee or committees shall have such names as may be determined from time to time by resolution adopted by the Board of Directors.

ARTICLE IV

Officers

SECTION 1. Number, Election, Tenure and Compensation:

A. The officers of the corporation shall be a President, a Secretary, and a Treasurer, and also such other officers including a Chairman of the Board and/or one or more Vice Presidents and/or one or more assistants to the foregoing officers as the Board of Directors from time to time may consider necessary for the proper conduct of the business of the corporation.

B. The officers shall be elected annually by the Board of Directors at its first meeting following the annual meeting of the stockholders except where a longer term is expressly provided in an employment contract duly authorized and approved by the Board of Directors. The President and Chairman of the Board shall be directors and the other officers may, but need not be, directors. Any two or more of the above offices, except those of President and Vice President, may be held by the same person, but no officer shall execute, acknowledge or verify any instrument in more than one capacity if such instrument is required by law or by these By-Laws to be executed, acknowledged or verified by any two or more officers.

C. The compensation or salary paid all officers of the corporation shall be fixed by resolutions adopted by the Board of Directors.

SECTION 2. Vacancies: A vacancy in any office by reason of death, resignation, removal, disqualification or otherwise, may at any time be filled by the Board of Directors for the unexpired portion of the term. In the event that any office other than an office required by law shall not be filled by the Board of Directors, or, once filled, subsequently becomes vacant, then such office and all references thereto in these By-Laws shall be deemed inoperative unless and until such office is filled in accordance with the provisions of these By-Laws.

SECTION 3. Removal: Except where otherwise expressly provided in a contract duly authorized by the Board of Directors, all officers and agent of the corporation shall be subject to removal at any time by the affirmative vote of the majority of the whole Board of Directors, and all officers, agents, and employees shall hold office at the discretion of the Board of Directors or of the officers appointing them.

SECTION 4. Resignation: Any officer may resign at any time by giving written notice of such resignation to the Board of Directors, or to the President or the Secretary of the corporation. Unless otherwise specified in such written notice, such resignation shall take effect upon receipt thereof by the Board of Directors or by such officer, and the acceptance of such resignation shall not be necessary to make it effective.

SECTION 5. Powers and Duties of the President: The President shall be the chief executive officer of the corporation and shall have general charge and control of all its business affairs and properties. He shall preside at all meetings of the stockholders.

The President may sign and execute all authorized bonds, contracts or other obligations in the name of the corporation. He shall have the general powers and duties of supervision and management usually vested in the office of president of a corporation. The President shall be ex-officio a member of all the standing committees. He shall do and perform such other duties as may, from time to time, be assigned to him by the Board of Directors.

In the event that the Board of Directors does not take affirmative action to fill the office of Chairman of the Board, the President shall assume and perform all powers and duties given to the Chairman of the Board of these By-Laws.

SECTION 6. Powers and Duties of the Vice President: The Board of Directors may appoint a Vice President and may appoint more than one Vice President. Any Vice President (unless otherwise provided by resolution of the Board of Directors) may sign and execute all authorized bonds, contracts, or other obligations in the name of the corporation. Each Vice President shall have such other powers and shall perform such other duties as may be assigned to him by the Board of Directors or by the President. In case of the absence or disability of the President, the duties of that office shall be performed by any Vice President, and the taking of any action by any such Vice President in place of the President shall be conclusive evidence of the absence or disability of the President.

SECTION 7. Secretary: The Secretary shall give, or cause to be given, notice of all meetings of stockholders and directors and all other notices required by law or by these By-Laws, and in case of his absence or refusal or neglect to do so, any such notice may be given by any person thereunto directed by the President, or by the directors or stockholders upon whose written request the meeting is called as provided in these By-Laws. The Secretary shall record all the proceedings of the meetings of these stockholders and of the directors in books provided for that purpose, and he shall perform such other duties as may be assigned to him by the directors or the President. He shall have custody of the seal of the corporation and shall affix the same to all instruments requiring it, when authorized by the Board of Directors or the President, and attest the same. In general, the Secretary shall perform all the duties generally incident to the office of Secretary, subject to the control of the Board of Directors and the President.

SECTION 8. Treasurer: The Treasurer shall have custody of all the funds and securities of the corporation, and he shall keep full and accurate account of receipts and disbursements in books belonging to the corporation. He shall deposit all moneys and other valuables in the name and to the credit of the corporation in such depository or depositories as may be designated by the Board of Directors.

The Treasurer shall disburse the funds of the corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements. He shall render to the President and the Board of Directors, whenever either of them so requests, an account of all of his transactions as Treasurer and of the financial condition of the corporation.

The Treasurer shall give the corporation a bond, if required by the Board of Directors, in a sum, and with one or more sureties, satisfactory to the Board of Directors, for the faithful performance of the duties of his office and for the restoration to the corporation in case of his death, resignation, retirement or removal from office of all books, papers, vouchers, moneys and other properties of whatever kind in his possession or under his control belonging to the corporation.

The Treasurer shall perform all the duties generally incident to the office of the Treasurer, subject to the control of the Board of Directors and the President.

SECTION 9. Compensation: The salaries of the officers shall be fixed from time to time by the Board of Directors, and no officer shall be prevented from receiving such salary by reason of the fact that he is also a director of the corporation.

ARTICLE V

Capital Stock

SECTION 1. Issuance of Certificates of Stock:

A. The certificates for shares of the stock of the corporation shall be of such form as shall be adopted and approved by the Board of Directors. All certificates shall show the name of the corporation, the holder's name and the number of shares, and the class of stock it represents and shall be signed by the President or by the Vice President and countersigned by the Secretary or by an Assistant Secretary. All certificates for each class of stock shall be consecutively numbered. The name of the person owning the shares issued and the address of the holder, the number of shares and date of issue shall be entered in the corporation's books.

B. A stock certificate may not be issued until the stock represented by it is fully paid, except in the case of stock purchased under a plan, agreement or transaction approved by the Board of Directors and authorized by applicable law.

SECTION 2. Transfer and Loss of Shares: All certificates surrendered to the corporation for transfer shall be cancelled and no new certificates representing the same number of shares shall be issued until the former certificate or certificates for the same number of shares, duly endorsed, or accompanied by proper evidence of succession, assignment, or

authority to transfer, shall have been so surrendered, and cancelled, unless a certificate of stock be lost or destroyed, in which event another may be issued in its stead upon proof of such loss or destruction, and, unless waived by the Board of Directors, the giving of a satisfactory bond of indemnity not exceeding an amount double the value of the stock. Both such proof and such bond shall be in a form approved by the general counsel for the corporation and by the Board of Directors.

Shares of the capital stock of the corporation shall be transferred on the books of the corporation only by the holder thereof in person or by his attorney upon surrender for cancellation of certificates of a like number of shares as hereinbefore provided.

SECTION 3. Registered Stockholders: The corporation shall be entitled to treat the holder of record of any share or shares of stock as the holder in fact thereof and accordingly shall not be bound to recognize any equitable or other claim to or interest in such share in the name of any other person, whether or not it shall have express or other notice thereof, except as expressly provided by applicable law.

ARTICLE VI

Corporate Seal

SECTION 1. Seal: In the event that the President shall direct the Secretary to obtain a corporate seal, the corporate seal which shall be circular in form and shall have inscribed thereon the name of the corporation, the year of its organization and the word “Maryland.” Duplicate copies of the corporate seal

may be provided for use in the different offices of the corporation but each copy thereof shall be in the custody of the Secretary of the corporation or of an Assistant Secretary of the corporation nominated by the Secretary.

ARTICLE VII

Bank Accounts and Loans

SECTION 1. Bank Accounts: Such officers or agents of the corporation as from time to time shall be designated by the Board of Directors shall have authority to deposit any funds of the corporation in such banks or trust companies as shall from time to time be designated by the Board of Directors and such officers or agents as from time to time shall be authorized by the Board of Directors may withdraw any or all of the funds of the corporation so deposited in any such bank or trust company, upon checks, drafts or other instruments or orders for the payment of money, drawn against the account or in the name or behalf of this corporation, and made or signed by such officers or agents; and each bank or trust company with which funds of the corporation are so deposited is authorized to accept, honor, cash and pay, without limit as to amount, all checks, drafts or other instruments or orders for the payment of money, when drawn, made or signed by officers or agents so designated by the Board of Directors until written notice of the revocation of the authority of such officers or agents by the Board of Directors shall have been received by such bank or trust company. There shall from time to time be certified to the banks or trust companies in which funds of the corporation are deposited, the signature of

the officers or agents of the corporation so authorized to draw against the same. In the event that the Board of Directors shall fail to designate the persons by whom checks, drafts and other instruments or orders for the payment of money shall be signed, as hereinabove provided in this Section, all of such checks, drafts and other instruments or orders for the payment of money shall be signed by the President or a Vice President and countersigned by the Secretary or Treasurer or an Assistant Secretary or an Assistant Treasurer of the corporation.

SECTION 2. Loans: Such officers or agents of this corporation as from time to time shall be designated by the Board of Directors shall have authority to effect loans, advances or other forms of credit at any time or times for the corporation from such banks, trust companies, institutions, corporations, firms or persons as the Board of Directors shall from time to time designate, and as security for the repayment of such loans, advances, or other forms of credit to assign, transfer, endorse and deliver, either originally or in addition or substitution, any or all stocks, bonds, rights and interests of any kind in or to stocks or bonds, certificates of such rights or interests, deposits, accounts, documents covering merchandise, bills and accounts receivable and other commercial paper and evidences of debt at any time held by the corporation; and for such loans, advances or other forms or credit to make, execute and deliver one or more notes, acceptances or written obligations of the corporation on such terms, and with such provisions as to the security or sale or disposition thereof as such officers or

agents shall deem proper; and also to sell to, or discount or rediscount with, such banks, trust companies, institutions, corporations, firms or persons any and all commercial paper, bills receivable, acceptances and other instruments and evidences of debt at any time held by the corporation, and to that end to endorse, transfer and deliver the same. There shall from time to time be certified to each bank, trust company, institution, corporation, firm or person so designated the signatures of the officers or agents so authorized; and each such bank, trust company, institution, corporation, firm or person is authorized to rely upon such certification until written notice of the revocation by the Board of Directors of the authority of such officers or agents shall be delivered to such bank, trust company, institution, corporation, firm or person.

ARTICLE VIII

Reimbursements

Any payments made to an officer or other employee of the corporation, such as salary, commission, interest or rent, or entertainment expense incurred by him, which shall be disallowed in whole or in part as a deductible expense by the Internal Revenue Service, shall be reimbursed by such officer or other employee of the corporation to the full extent of such disallowance. It shall be the duty of the Directors, as a Board, to enforce payment of each such amount disallowed. In lieu of payment by the officer or other employee, subject to the determination of the Directors, proportionate amounts may be withheld from his future compensation payments until the amount owed to the corporation has been recovered.

ARTICLE IX

Dividends

SECTION 1. Dividends: The Directors may from time to time declare, and the corporation may pay, dividends on its outstanding shares in such manner and upon the terms and conditions provided by applicable law.

ARTICLE X

Fiscal Year

SECTION 1. Fiscal Year: The fiscal year of the corporation shall begin on the first day of July and shall end on the last day of June in each year.

ARTICLE XI

Notice

SECTION 1. Notice: Whenever, under the provisions of these By-Laws, notice is required to be given to any director, officer or stockholder, it shall not be construed to mean personal notice, but such notice may be given in writing, by mail, by depositing the same in a post office or letter box, in a postpaid sealed wrapper, addressed to each stockholder, officer or director at such address as appears on the books of the corporation, or in default of any other address, to such director, officer or stockholder at his or her last known address, and such notice shall be deemed to be given at the time the same shall be thus mailed. Any stockholder, director or officer may waive any notice required to be given under these By-Laws.

ARTICLE XII

Miscellaneous Provisions

SECTION 1. Bonds: The Board of Directors may require any officer, agent or employee of the corporation to give a bond to the corporation, conditioned upon the faithful discharge of his or her duties, with one or more sureties, and in such amount as may be satisfactory to the Board of Directors.

SECTION 2. Execution of Documents: A person who holds more than one office in the corporation may not act in more than one capacity to execute, acknowledge or verify an instrument required by law to be executed, acknowledged or verified by more than one officer.

ARTICLE XIII

Amendments

SECTION 1. Amendment of By-Laws: The Board of Directors shall have the power and authority to amend, alter or repeal these By-Laws or any provision thereof, and may from time to time make additional By-Laws.

ARTICLE XIV

Indemnification

SECTION 1. Definitions: As used in this Article XIV, any word or words that are defined in Section 2-418 of the Corporations and Associations Article of the Annotated Code of Maryland, as amended from time to time, (the “Indemnification Section”) shall have the same meaning as provided in the Indemnification Section.

SECTION 2. Indemnification of Directors and Officers: The Corporation shall indemnify and advance expenses to a director or officer of the Corporation in connection with a proceeding to the fullest extent permitted by and in accordance with the Indemnification Section.

SECTION 3. Indemnification of Employees and Agents: With respect to an employee or agent, other than a director or officer, of the corporation, the corporation may, as determined by the Board of Directors of the corporation, indemnify and advance expenses to such employee or agent in connection with a proceeding to the extent permitted by and in accordance with the Indemnification Section.

We, the undersigned directors, hereby certify that the foregoing By-Laws have been adopted as the By-Laws of the corporation at the organizational meeting of the corporation held by Informal Organizational Action Of The Board Of Directors executed on the day of , 19 .

DIRECTORS:

Dated: _____

[ILLEGIBLE]
Director

[ILLEGIBLE]
Director

[SEAL]

STATE OF COLORADO

DEPARTMENT OF STATE

CERTIFICATE

I, SCOTT GESSLER, SECRETARY OF STATE OF THE STATE OF COLORADO HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THIS OFFICE, THE ATTACHED IS A FULL, TRUE AND COMPLETE COPY OF THE ARTICLES OF INCORPORATION AND ALL AMENDMENTS THERETO OF

FCFS CO, INC.
(COLORADO CORPORATION)

AS FILED IN THIS OFFICE AND ADMITTED TO RECORD.

Dated: March 17, 2014

/s/ Scott Gessler

SECRETARY OF STATE

Document must be filed electronically.
Paper documents will not be accepted.
Document processing fee
Fees & forms/cover sheets
are subject to change.
To access other information or print
copies of filed documents,
visit www.sos.state.co.us and
select Business Center.

E-Filed

$50.00

Colorado Secretary of State
Date and Time: 04/11/2012 04:35 PM
ID Number: 20121211743

Document number: 20121211743
Amount Paid: $50.00

ABOVE SPACE FOR OFFICE USE ONLY

Articles of Incorporation for a Profit Corporation
filed pursuant to § 7-102-101 and § 7-102-102 of the Colorado Revised Statutes (C.R.S.)

1. The domestic entity name for the corporation is

FCFS CO, Inc.

(The name of a corporation must contain the term or abbreviation "corporation", "incorporated", "company", "limited", "corp.", "inc.", "co." or "ltd.". See §7-90-601, C.R.S. If the corporation is a professional or special purpose corporation, other law may apply.)

*(**Caution:** The use of certain terms or abbreviations are restricted by law. Read instructions for more information.)*

2. The principal office address of the corporation's initial principal office is

Street address

690 E. Lamar Boulevard, Suite 400
(Street number and name)

Arlington | TX | 76011
(City) | *(State)* | *(ZIP/Postal Code)*

United States
(Province – if applicable) | *(Country)*

Mailing address
(leave blank if same as street address)

(Street number and name or Post Office Box information)

(City) | *(State)* | *(ZIP/Postal Code)*

(Province – if applicable) | *(Country)*

3. The registered agent name and registered agent address of the corporation's initial registered agent are

Name
(if an individual)

(Last) | *(First)* | *(Middle)* | *(Suffix)*

OR
(if an entity)

The Corporation Company

*(**Caution:** Do not provide both an individual and an entity name.)*

Street address

1675 Broadway
(Street number and name)

Suite #1200

Denver | CO | 80202
(City) | *(State)* | *(ZIP/Postal Code)*

Mailing address
(leave blank if same as street address)

(Street number and name or Post Office Box information)

(City) CO *(State)* *(ZIP/Postal Code)*

(The following statement is adopted by marking the box.)
☑ The person appointed as registered agent above has consented to being so appointed.

4. The true name and mailing address of the incorporator are

Name
(if an individual)

Wessel *(Last)* Rick *(First)* L. *(Middle)* *(Suffix)*

OR
(if an entity)
*(**Caution:** Do not provide both an individual and an entity name.)*

Mailing address

690 E. Lamar Boulevard, Suite 400
(Street number and name or Post Office Box information)

Arlington *(City)* TX *(State)* 76011 *(ZIP/Postal Code)*

(Province – if applicable) United States *(Country)*.

(If the following statement applies, adopt the statement by marking the box and include an attachment.)
☐ The corporation has one or more additional incorporators and the name and mailing address of each additional incorporator are stated in an attachment.

5. The classes of shares and number of shares of each class that the corporation is authorized to issue are as follows.

(If the following statement applies, adopt the statement by marking the box and enter the number of shares.)
☑ The corporation is authorized to issue 100 common shares that shall have unlimited voting rights and are entitled to receive the net assets of the corporation upon dissolution.

(If the following statement applies, adopt the statement by marking the box and include an attachment.)
☐ Additional information regarding shares as required by section 7-106-101, C.R.S., is included in an attachment.
*(**Caution:** At least one box must be marked. Both boxes may be marked, if applicable.)*

6. *(If the following statement applies, adopt the statement by marking the box and include an attachment.)*
☐ This document contains additional information as provided by law.

7. *(**Caution:** Leave blank if the document does not have a delayed effective date. Stating a delayed effective date has significant legal consequences. Read instructions before entering a date.)*

(If the following statement applies, adopt the statement by entering a date and, if applicable, time using the required format.)
The delayed effective date and, if applicable, time of this document is/are _____.
(mm/dd/yyyy hour:minute am/pm)

Notice:

Causing this document to be delivered to the Secretary of State for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S., the constituent documents, and the organic statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the Secretary of State, whether or not such individual is named in the document as one who has caused it to be delivered.

8. The true name and mailing address of the individual causing the document to be delivered for filing are

Walker	Erin		
(Last)	*(First)*	*(Middle)*	*(Suffix)*

690 E. Lamar Blvd., Suite 400
(Street number and name or Post Office Box information)

Arlington	TX	76011
(City)	*(State)*	*(ZIP/Postal Code)*
	United States.	
(Province – if applicable)	*(Country)*	

(If the following statement applies, adopt the statement by marking the box and include an attachment.)
☐ This document contains the true name and mailing address of one or more additional individuals causing the document to be delivered for filing.

Disclaimer:

This form/cover sheet, and any related instructions, are not intended to provide legal, business or tax advice, and are furnished without representation or warranty. While this form/cover sheet is believed to satisfy minimum legal requirements as of its revision date, compliance with applicable law, as the same may be amended from time to time, remains the responsibility of the user of this form/cover sheet. Questions should be addressed to the user's legal, business or tax advisor(s).

Exhibit 3.8

FCFS CO, INC.
BYLAWS

ARTICLE I
SHAREHOLDERS

Section 1. Annual Meeting. An annual meeting shall be held once each calendar year for the purpose of electing directors and for the transaction of such other business as may properly come before the meeting. The annual meeting shall be held at the time and place designated by the Board of Directors from time to time.

Section 2. Special Meetings. Special meetings of the shareholders may be requested by the President, the Board of Directors, or the holders of a majority of the outstanding voting shares.

Section 3. Notice. Written notice of all shareholder meetings, whether regular or special meetings, shall be provided under this section or as otherwise required by law. The Notice shall state the place, date, and hour of meeting, and if for a special meeting, the purpose of the meeting. Such notice shall be mailed to all shareholders of record at the address shown on the corporate books, at least 10 days prior to the meeting. Such notice shall be deemed effective when deposited in ordinary U.S. mail, properly addressed, with postage prepaid.

Section 4. Place of Meeting. Shareholders" meetings shall be held at the corporation's principal place of business unless otherwise stated in the notice.

Section 5. Quorum. A majority of the outstanding voting shares, whether represented in person or by proxy, shall constitute a quorum at a shareholders" meeting. In the absence of a quorum, a majority of the represented shares may adjourn the meeting to another time without further notice. If a quorum is represented at an adjourned meeting, any business may be transacted that might have been transacted at the meeting as originally scheduled. The shareholders present at a meeting represented by a quorum may continue to transact business until adjournment, even if the withdrawal of some shareholders results in representation of less than a quorum.

Section 6. Informal Action. Any action required to be taken, or which may be taken, at a shareholders meeting, may be taken without a meeting and without prior notice if a consent in writing, setting forth the action so taken, is signed by the shareholders who own all of the shares entitled to vote with respect to the subject matter of the vote.

ARTICLE II
DIRECTORS

Section 1. Number of Directors. The corporation shall be managed by a Board of Directors consisting of 2 director(s).

Section 2. Election and Term of Office. The directors shall be elected at the annual shareholders" meeting. Each director shall serve a term of 5 years year(s), or until a successor has been elected and qualified.

Section 3. Quorum. A majority of directors shall constitute a quorum.

Section 4. Adverse Interest. In the determination of a quorum of the directors, or in voting, the disclosed adverse interest of a director shall not disqualify the director or invalidate his or her vote.

Section 5. Regular Meeting. An annual meeting shall be held, without notice, immediately following and at the same place as the annual meeting of the shareholders. The Board of Directors may provide, by resolution, for additional regular meetings without notice other than the notice provided by the resolution.

Section 6. Special Meeting. Special meetings may be requested by the President, Vice-President, Secretary, or any two directors by providing five days' written notice by ordinary United States mail, effective when mailed. Minutes of the meeting shall be sent to the Board of Directors within two weeks after the meeting.

Section 7. Procedures. The vote of a majority of the directors present at a properly called meeting at which a quorum is present shall be the act of the Board of Directors, unless the vote of a greater number is required by law or by these by-laws for a particular resolution. A director of the corporation who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless their dissent shall be entered in the minutes of the meeting. The Board shall keep written minutes of its proceedings in its permanent records.

Section 8. Informal Action. Any action required to be taken at a meeting of directors, or any action which may be taken at a meeting of directors or of a committee of directors, may be taken without a meeting if a consent in writing setting forth the action so taken, is signed by all of the directors or all of the members of the committee of directors, as the case may be.

Section 9. Removal / Vacancies. A director shall be subject to removal, with or without cause, at a meeting of the shareholders called for that purpose. Any vacancy that occurs on the Board of Directors, whether by death, resignation, removal or any other cause, may be filled by the remaining directors. A director elected to fill a vacancy shall serve the remaining term of his or her predecessor, or until a successor has been elected and qualified.

Section 10. Committees. To the extent permitted by law, the Board of Directors may appoint from its members a committee or committees, temporary or permanent, and designate the duties, powers and authorities of such committees.

ARTICLE III
OFFICERS

Section 1. Number of Officers. The officers of the corporation shall be a President, and a Secretary.

a. **President/Chairman.** The President shall be the chief executive officer and shall preside at all meetings of the Board of Directors and its Executive Committee, if such a committee is created by the Board.

b. **Secretary.** The Secretary shall give notice of all meetings of the Board of Directors and Executive Committee, if any, shall keep an accurate list of the directors, and shall have the authority to certify any records, or copies of records, as the official records of the organization. The Secretary shall maintain the minutes of the Board of Directors' meetings and all committee meetings.

Section 2. Election and Term of Office. The officers shall be elected annually by the Board of Directors at the first meeting of the Board of Directors, immediately following the annual meeting of the shareholders. Each officer shall serve a one year term or until a successor has been elected and qualified.

Section 3. Removal or Vacancy. The Board of Directors shall have the power to remove an officer or agent of the corporation organization. Any vacancy that occurs for any reason may be filled by the Board of Directors.

ARTICLE IV
CORPORATE SEAL, EXECUTION OF INSTRUMENTS

The corporation shall not have a corporate seal. All instruments that are executed on behalf of the corporation which are acknowledged and which affect an interest in real estate shall be executed by the President or any Vice-President and the Secretary or Treasurer. All other instruments executed by the corporation, including a release of mortgage or lien, may be executed by the President or any Vice-President. Notwithstanding the preceding provisions of this section, any written instrument may be executed by any officer(s) or agent(s) that are specifically designated by resolution of the Board of Directors.

ARTICLE V
AMENDMENT TO BYLAWS

The bylaws may be amended, altered, or repealed by the Board of Directors or the shareholders by a majority of a quorum vote at any regular or special meeting; provided however, that the shareholders may from time to time specify particular provisions of the bylaws which shall not be amended or repealed by the Board of Directors.

ARTICLE VI
INDEMNIFICATION

Any director or officer who is involved in litigation by reason of his or her position as a director or officer of this corporation shall be indemnified and held harmless by the corporation to the fullest extent authorized by law as it now exists or may subsequently be amended (but, in the case of any such amendment, only to the extent that such amendment permits the corporation to provide broader indemnification rights).

ARTICLE VII
STOCK CERTIFICATES

The corporation may issue shares of the corporation's stock without certificates. Within a reasonable time after the issue or transfer of shares without certificates, the corporation shall send the shareholder a written statement of the information that is required by law to be on the certificates. Upon written request to the corporate secretary by a holder of such shares, the secretary shall provide a certificate in the form prescribed by the directors.

ARTICLE VIII
DISSOLUTION

The organization may be dissolved only with authorization of its Board of Directors given at a special meeting called for that purpose, and with the subsequent approval by no less than two-thirds (2/3) vote of the members.

CERTIFICATION

I certify that the foregoing is a true and correct copy of the bylaws of the above-named corporation, duly adopted by the initial Board of Directors on April 20, 2012.

R. Douglas Orr
Secretary

State of Delaware

Office of the Secretary of State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF INCORPORATION OF "FIRST CASH CORP.", FILED IN THIS OFFICE ON THE TWENTY-EIGHTH DAY OF DECEMBER, A.D. 2000, AT 4:30 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

/s/ Harriet Smith Windsor
Secretary of State

3337562 8100

AUTHENTICATION: 0902849

[SEAL]

001656820

DATE: 01-08-01

CERTIFICATE OF INCORPORATION

OF

FIRST CASH CORP.

First: The name of the Corporation is First Cash Corp.

Second: The address of the registered office of the Corporation in the State of Delaware is 222 Delaware Avenue, Ninth Floor, Wilmington, Delaware 19801. The name and address of its registered agent is The Delaware Corporation Agency, Inc., 222 Delaware Avenue, Ninth Floor, Wilmington, Delaware 19801, New Castle County.

Third: The purpose of the Corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of the State of Delaware.

Fourth: The total number of shares of stock which the Corporation shall have authority to issue is one hundred (100) shares of common stock with a par value of $0.01 per share.

Fifth: From time to time the Corporation may issue its authorized shares for such consideration per share (with respect to shares having a par value, not less than the par value thereof), either in money or money's worth of property or services, and for such other consideration, whether greater or less, now or from time to time hereafter permitted by law, as may be fixed by the Board of Directors; and all shares so issued shall be fully paid and nonassessable.

No holder of any shares of any class shall as such holder have any preemptive right to subscribe for or purchase any other shares or securities of any class, whether now or hereafter authorized, which at any time may be offered for sale or sold by the Corporation.

Sixth: The name and the mailing address of the incorporator is:

Name	Mailing Address
William D. Ratliff, III	Haynes and Boone, LLP 201 Main Street, Suite 2200 Fort Worth, Texas 76102-3126

Seventh: The number of directors shall be fixed by the bylaws of the Corporation and until changed in accordance with the manner prescribed by the bylaws shall be two (2). The name and address of the persons who are to serve as directors until the first annual meeting of stockholders, or until their successors are elected and qualified, are as follows:

Name	Address
Rick Powell	200 West Ninth Street, Suite 102 Wilmington, Delaware 19801
Rick L. Wessel	200 West Ninth Street, Suite 102 Wilmington, Delaware 19801

Eighth: In furtherance and not in limitation of the powers conferred by statute, the Board of Directors is expressly authorized:

(1) To make, alter or repeal the bylaws of the Corporation;

(2) To authorize and cause to be executed mortgages and liens upon the real and personal property of the Corporation;

(3) To set apart out of any of the funds of the Corporation available for dividends a reserve or reserves for any proper purpose and to abolish any such reserve in the manner in which it was created;

(4) By a majority of the whole Board of Directors, to designate one or more committees, each committee to consist of two or more of the directors of the Corporation. The Board of Directors may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. Any such committee, to the extent provided in the resolution or in the bylaws of the Corporation, shall have and may exercise the powers of the Board of Directors in the management of the business and affairs of the Corporation and may authorize the seal of the Corporation to be affixed to all papers which may require it; provided, however, the bylaws may provide that in the absence or disqualification of any member of such committee or committees the member or members thereof present at any meeting and not disqualified from voting whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any such absent or disqualified member; and

(5) When and as authorized by the affirmative vote of the holders of a majority of the stock issued and outstanding having voting power given at a stockholders' meeting duly called upon such notice as is required by statute, or when authorized by the written consent of the holders of a majority of the voting stock issued and outstanding, to sell, lease or exchange all or substantially all of the property and assets of the Corporation, including its goodwill and its corporate franchises, upon such terms and conditions and for such consideration, which may consist in whole or in part of money or property including securities of any other corporation or corporations, as the Board of Directors shall deem expedient and for the best interests of the Corporation.

Ninth: Whenever a compromise or arrangement is proposed between this Corporation and its creditors or any class of them and/or between this Corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware may, on the application in a summary way of this Corporation or of any creditor or stockholder thereof or on the application of any receiver or receivers appointed for this Corporation under the provisions of Section 291 of Title 8 of the Delaware Code or on the application of trustees in dissolution or of any receiver or receivers appointed for this Corporation under the provisions of Section 279 of Title 8 of the Delaware Code order a meeting of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this Corporation, as the case may be, to be summoned in such manner as the said court directs. If a majority in number representing three-fourths in value of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this Corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of this Corporation as consequence of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall, if sanctioned by the court to which the said application has been made, be binding on all the creditors or class of creditors, and/or on all the stockholders or class of stockholders, of this Corporation, as the case may be, and also on this Corporation.

Tenth: Meetings of stockholders may be held within or without the State of Delaware, as the bylaws may provide. The books of the Corporation may be kept (subject to any provision contained in the statutes) outside the State of Delaware at such place or places as may be designated from time to time by the Board of Directors or in the bylaws of the Corporation. Elections of directors need not be by written ballot unless the bylaws of the Corporation shall so provide.

Eleventh: The Corporation is to have perpetual existence.

Twelfth: The Corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon stockholders herein are granted subject to this reservation.

Thirteenth: No director of the Corporation shall be liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the Delaware General Corporation Law, or (iv) for any transaction from which the director derived an improper personal benefit. If the Delaware General Corporation Law hereafter is amended to authorize the further elimination or limitation of the liability of directors, then the liability of a director of the Corporation, in addition to the limitation on personal liability provided herein, shall be limited to the fullest extent permitted by the amended Delaware General Corporation Law. Any repeal or modification of this Section by the stockholders of the Corporation shall be prospective only and shall not adversely affect any limitation on the personal liability of a director of the Corporation existing at the time of such repeal or modification.

THE UNDERSIGNED, being the incorporator hereinbefore named, for the purpose of forming a corporation pursuant to the General Corporation Law of the State of Delaware, does make this Certificate, hereby declaring and certifying that this is my act and deed and the facts herein stated are true, and accordingly have hereunto set my hand this 28th day of December, 2000.

/s/ William D. Ratliff III

William D. Ratliff III, Incorporator

Exhibit 3.10

BYLAWS OF

FIRST CASH CORP.

A Delaware Corporation

BYLAWS OF

FIRST CASH CORP.

TABLE OF CONTENTS

BYLAWS

OF

FIRST CASH CORP.

A Delaware Corporation

ARTICLE I

OFFICES

Section 1. Registered Office. The registered office of First Cash Corp. (hereinafter called the "Corporation") within the State of Delaware shall be located in the City of Wilmington, County of New Castle.

Section 2. Other Offices. The Corporation may also have an office or offices and keep the books and records of the Corporation, except as may otherwise be required by law, in such other place or places, within or without the State of Delaware, as the Board of Directors of the Corporation (hereinafter sometimes called the "Board") may from time to time determine or the business of the Corporation may require.

ARTICLE II

MEETINGS OF STOCKHOLDERS

Section 1. Place of Meetings. All meetings of stockholders of the Corporation shall be held at the office of the Corporation in the State of Delaware or at such other place, within or without the State of Delaware, as may from time to time be fixed by the Board or specified or fixed in the respective notices or waivers of notice thereof.

Section 2. Annual Meetings. The annual meeting of stockholders of the Corporation for the election of Directors and for the transaction of such other business as may properly come before the meeting shall be held annually on such date and at such time as may be fixed by the Board.

Section 3. Special Meetings. Special meetings of stockholders, unless otherwise provided by law, may be called at any time only by the Board pursuant to a resolution adopted by a majority of the then authorized number of Directors (as determined in accordance with Section 2 of Article III of these Bylaws), the Chairman of the Board or the President, Any such call must specify the matter or matters to be acted upon at such meeting and only such matter or matters shall be acted upon thereat.

Section 4. Notice of Meetings and Adjourned Meetings. Except as may otherwise be required by law, notice of each meeting of stockholders, annual or special, shall be in writing, shall state the purpose or purposes of the meeting, the place, date and hour of the meeting and, unless it is the annual meeting, shall indicate that the notice is being issued by or at the direction of the person or persons calling the meeting, and a copy thereof shall be delivered or sent by mail, not less than ten (10) or more than sixty (60) days before the date of said meeting, to each stockholder entitled to vote at such meeting. If mailed, such notice shall be directed to the stockholder at his address as it appears on the stock record of the Corporation, unless he shall have filed with the Secretary a written request that notices to him be mailed to some other address, in which case it shall be directed to him at such other address. Notice of any adjourned

meeting need not be given if the time and place to which the meeting shall be adjourned were announced at the meeting at which the adjournment was taken unless (i) the adjournment is for more than thirty (30) days, (ii) the Board shall fix a new record date for any adjourned meeting after the adjournment or (iii) these Bylaws otherwise require.

Section 5. Quorum. At each meeting of stockholders of the Corporation, the holders of a majority of the shares of capital stock of the Corporation issued and outstanding and entitled to vote shall be present or represented by proxy to constitute a quorum for the transaction of business, except as may otherwise be provided by law or the Certificate of Incorporation.

If a quorum is present at a meeting of stockholders, the stockholders represented in person or by proxy at the meeting may conduct such business as may be properly brought before the meeting until it is finally adjourned, and the subsequent withdrawal from the meeting of any stockholder or the refusal of any stockholder represented in person or by proxy to vote shall not affect the presence of a quorum at the meeting, except as may otherwise be provided by law or the Certificate of Incorporation.

If, however, a quorum shall not be present or represented at any meeting of the stockholders, the chairman of the meeting or holders of a majority of the shares represented in person or by proxy shall have the power to adjourn the meeting to another time, or to another time and place, without notice (subject, however, to the requirements of Section 4 of Article II of these Bylaws) other than announcement of adjournment at the meeting, and there may be successive adjournments for like cause

and in like manner until the requisite amount of shares entitled to vote at such meeting shall be represented. At such adjourned meeting at which the requisite amount of shares entitled to vote thereat shall be represented, any business may be transacted that might have been transacted at the original meeting so adjourned.

Section 6. Certain Rules of Procedure Relating to Stockholder Meetings. All stockholder meetings, annual or special, shall be governed in accordance with the following rules:

(i) Only stockholders of record will be permitted to present motions from the floor at any meeting of stockholders.

(ii) The chairman of the meeting shall preside over and conduct the meeting in a fair and reasonable manner, and all questions of procedure or conduct of the meeting shall be decided solely by the chairman of the meeting. The chairman of the meeting shall have all power and authority vested in a presiding officer by law or practice to conduct an orderly meeting. Among other things, the chairman of the meeting shall have the power to adjourn or recess the meeting, to silence or expel persons to insure the orderly conduct of the meeting, to declare motions or persons out of order, to prescribe rules of conduct and an agenda for the meeting, to impose reasonable time limits on questions and remarks by any stockholder, to limit the number of questions a stockholder may ask,

to limit the nature of questions and comments to one subject matter at a time as dictated by any agenda for the meeting, to limit the number of speakers or persons addressing the chairman of the meeting or the meeting, to determine when the polls shall be closed, to limit the attendance at the meeting to stockholders of record, beneficial owners of stock who present letters from the record holders confirming their status as beneficial owners, and the proxies of such record and beneficial holders, and to limit the number of proxies a stockholder may name.

Section 7. Voting. Except as otherwise provided in the Certificate of Incorporation, at each meeting of stockholders, every stockholder of the Corporation shall be entitled to one (1) vote for every share of capital stock standing in his name on the stock records of the Corporation (i) at the time fixed pursuant to Section 6 of Article VII of these Bylaws as the record date for the determination of stockholders entitled to vote at such meeting, or (ii) if no such record date shall have been fixed, then at the close of business on the date next preceding the day on which notice thereof shall be given, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held. At each such meeting, every stockholder shall be entitled to vote in person, or by proxy appointed by an instrument in writing executed by such stockholder or by his duly authorized agent and bearing a date not more than three (3) years prior to the meeting in question, unless said instrument provides for a longer period during which it is to remain in force.

At all meetings of stockholders at which a quorum is present, all matters (except as otherwise provided in Section 3 of Article III of these Bylaws and except in cases where a larger vote is required by law, the Certificate of Incorporation or these Bylaws) shall be decided by a majority of the votes cast at such meeting by the holders of shares present or represented by proxy and entitled to vote thereon.

Section 8. Action of Stockholders by Written Consent Without Meetings. Unless otherwise provided in the Certificate of Incorporation, any action required or permitted to be taken by stockholders for or in connection with any corporate action may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing setting forth the action so taken shall be (i) signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted and (ii) delivered to the Corporation by delivery to its registered office in Delaware, its principal place of business or an officer or agent of the Corporation having custody of the book in which proceedings of meetings of stockholders are recorded. Delivery made to the Corporation's registered office shall be by hand or by certified or registered mail, return receipt requested. Every written consent shall bear the date of signature of each stockholder who signs the consent.

If action is taken by less than unanimous consent of stockholders and in accordance with the foregoing, there shall be filed with the records of the meetings of stockholders the writing or writings comprising such less than unanimous consent. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those who have not consented in writing, and a certificate signed and attested to by the Secretary that such notice was given shall be filed with the records of the meetings of the stockholders.

If action is taken by unanimous consent of stockholders, the writing or writings comprising such unanimous consent shall be filed with the records of the meetings of stockholders.

In the event that the action which is consented to is such as would have required the filing of a certificate under any of the provisions of the General Corporation Law of the State of Delaware (the "DGCL"), if such action had been voted upon by the stockholders at a meeting thereof, the certificate filed under such provision shall state (i) that written consent has been given under Section 228 of the DGCL in lieu of stating that the stockholders have voted upon the corporate action in question, if such last mentioned statement is so required, and (ii) that written notice has been given as provided in such Section 228.

Section 9. Inspectors. The Board of Directors shall, in advance of any meeting of stockholders, appoint one or more inspectors to act at the meeting and may designate one or more persons as alternate inspectors to replace any inspector who fails to act. If

any inspector appointed or designated by the Board shall be unwilling or unable to serve, or if the Board shall fail to appoint inspectors, the chairman of the meeting shall appoint the necessary inspector or inspectors. The inspectors so appointed, before entering upon the discharge of their duties, shall be sworn faithfully to execute their duties with strict impartiality, and according to the best of their ability, and the oath so taken shall be subscribed by them. Such inspectors shall (i) ascertain the number of shares outstanding and the voting power of each, (ii) determine the shares represented at a meeting, the existence of a quorum, and the validity of proxies and ballots, (iii) count all votes and ballots, (iv) determine and retain for a reasonable period a record of the disposition of any challenges made to any determination by such inspectors, (v) certify their determination of the number of shares represented at the meeting and their count of all votes and ballots and (vi) perform such further acts as are proper to conduct any election or vote with fairness to all stockholders. On request of the chairman of the meeting or any stockholder entitled to vote thereat, the inspectors shall make a report in writing of any challenge, question or matter determined by them and shall execute a certificate of any fact found by them. An inspector need not be a stockholder of the Corporation, and any officer or Director of the Corporation may be an inspector on any question other than a vote for or against his election to any position with the Corporation or on any other question in which he may be directly interested.

Section 10. New Business. At an annual meeting of stockholders, only such new business shall be conducted, and only such proposals shall be acted upon, as shall have been properly brought before the annual meeting. For any new business proposed by the Board of Directors to be properly brought before the annual meeting, such new business shall be approved by the Board and shall be stated in writing and filed with the Secretary of the Corporation at least five (5) days before the date of the annual meeting, and all business so approved, stated and filed shall be considered at the annual meeting. Any stockholder may make any other proposal at the annual meeting, but unless properly brought before the annual meeting, such proposal shall not be acted upon at the annual meeting. For a proposal to be properly brought before an annual meeting by a stockholder, the stockholder must have given proper and timely notice thereof in writing to the Secretary of the Corporation as specified herein. To be timely, a stockholder's notice must be delivered to or mailed and received at the principal executive offices of the Corporation not later than the date that corresponds to one hundred twenty (120) days prior to the date the Corporation's proxy statement was released to stockholders in connection with the previous year's annual meeting of stockholders. A stockholder's notice to the Secretary shall set forth as to each matter the stockholder proposes to bring before the annual meeting (i) a description of the proposal desired to be brought before the annual meeting and the reasons for conducting such business at the annual meeting, (ii) the name and address, as they appear on the Corporation's books, of the stockholder proposing such business and any other stockholders known by such stockholder to be supporting such proposal, (iii) the class or series and number of shares of stock of the Corporation that are held of record, beneficially owned and represented by proxy on the

date of such stockholder notice and on the record date of the meeting (if such date shall have been made publicly available) by the stockholder and by any other stockholders known by such stockholder to be supporting such proposal on such dates, (iv) any financial interest of the stockholders in such proposal and (v) all other information that would be required to be filed with the Securities and Exchange Commission if, with respect to any such item of business, such stockholder or stockholders were a participant in a solicitation subject to Section 14 of the Securities Exchange Act of 1934, as amended.

The Board of Directors may reject any stockholder proposal not made strictly in accordance with the terms of this Section 10. Alternatively, if the Board fails to consider the validity of any stockholder proposal, the chairman or other presiding officer of the annual meeting; shall, if the facts warrant, determine and declare at the annual meeting that the stockholder proposal was not made in strict accordance with the terms of this Section 10 and, if he should so determine, he shall so declare at the annual meeting and any such business or proposal not properly brought before the annual meeting shall not be acted upon at the annual meeting. This provision shall not prevent the consideration and approval or disapproval at the annual meeting of reports of officers, Directors and committees of the Board of Directors, but, in connection with such reports, no new business shall be acted upon at such annual meeting unless stated, filed and received as herein provided.

Section 11. Nominations for Director. Notwithstanding anything in these Bylaws to the contrary, only persons who are nominated in accordance with the procedures hereinafter set forth in this Section 11 shall be eligible for election as Directors of the Corporation in accordance with Section 3 of Article III of these Bylaws.

Nominations of persons for election to the Board of Directors of the Corporation may be made at a meeting of stockholders only (i) by or at the direction of the Board of Directors or (ii) by any stockholder of the Corporation entitled to vote for the election of Directors at the meeting who complies with the notice procedures set forth in this Section 11. Such nominations, other than those made by or at the direction of the Board, shall be made pursuant to timely notice in writing to the Secretary of the Corporation. To be timely, a stockholder's notice shall be delivered to or mailed and received at the principal executive offices of the Corporation not less than thirty (30) days nor more than sixty (60) days prior to the meeting; provided, however, that in the event that less than forty (40) days' notice or prior public disclosure of the date of the meeting is given or made to stockholders, notice by the stockholder to be timely must be so received not later than the close of business on the tenth (10th) day following the day on which such notice of the date of the meeting was mailed or such public disclosure was made. Any adjournment(s) or postponement(s) of the original meeting whereby the meeting will reconvene within thirty (30) days from the original date shall be deemed for purposes of notice to be a continuation of the original meeting and no nominations by a stockholder of persons to be elected Directors of the Corporation may be made at any

such reconvened meeting other than pursuant to a notice that was timely for the meeting on the date originally scheduled. Such stockholder's notice shall set forth: (i) as to each person whom the stockholder proposes to nominate for election or re-election as a Director, all information relating to such person that is required to be disclosed in solicitations of proxies for election of Directors, or as otherwise required, in each case pursuant to Regulation 14A under the Securities Exchange Act of 1934, as amended, or any successor regulation thereto (including such person's written consent to being named in the proxy statement as a nominee and to serving as a Director if elected); and (ii) as to the stockholder giving the notice (a) the name and address, as they appear on the Corporation's books, of such stockholder, and (b) the class and number of shares of the Corporation which are beneficially owned by such stockholder. At the request of the Board of Directors, any person nominated by the Board for election as a Director shall furnish to the Secretary of the Corporation that information required to be set forth in a stockholder's notice of nomination which pertains to the nominee.

The chairman of the meeting shall, if the facts warrant, determine and declare to the meeting that a nomination was not made in accordance with the procedures prescribed by this Section 11, and if he should so determine, he shall so declare to the meeting and the defective nomination shall be disregarded.

Section 12. Requests for Stockholder List and Corporation Records. Stockholders shall have those rights afforded under the DGCL to inspect for any proper purpose the Corporation's stock ledger, list of stockholders and other books and records,

and make copies or extracts therefrom. Such request shall be in writing in compliance with Section 220 of the DGCL. Information so requested shall be made available for inspecting, copying or extracting during usual business hours at the principal executive offices of the Corporation. Each stockholder desiring photostatic or other duplicate copies of any of such information requested shall make arrangements to provide the duplicating or other equipment necessary in the city where the Corporation's principal executive offices are located. Alternative arrangements with respect to this Section 12 may be permitted in the discretion of the President of the Corporation or by vote of the Board of Directors.

ARTICLE III

DIRECTORS

Section 1. Powers. The business of the Corporation shall be managed by or under the direction of the Board. The Board may exercise all such authority and powers of the Corporation and do all such lawful acts and things as are not by law or otherwise directed or required to be exercised or done by the stockholders.

Section 2. Number of Directors; Term; Qualification. The number of Directors which shall constitute the whole Board shall not be less than one (1) or more than nine (9) in number. The stockholders of the Corporation at the first annual meeting shall determine the number of Directors within the foregoing limits and elect the number of Directors as determined. The number of Directors may be increased or decreased from time to time within the foregoing limits by the stockholders at their annual meeting or by the Directors by vote of a majority of the Directors then in office, but no decrease in the number of Directors constituting the Board shall shorten the term of any incumbent Director.

Except as otherwise provided by law, the Certificate of Incorporation or these Bylaws, each Director shall hold office until the next annual meeting and until his successor is elected and qualified, or until his earlier death, resignation, disqualification or removal. Directors need not be residents of the State of Delaware or stockholders of the Corporation.

Section 3. Election. At each meeting of stockholders for the election of Directors at which a quorum is present, the persons receiving a plurality of the votes of the shares represented in person or by proxy and entitled to vote on the election of Directors shall be elected Directors. All elections of Directors shall be by written ballot, unless otherwise provided in the Certificate of Incorporation.

Section 4. Vacancies. In the case of any increase in the number of Directors or any vacancy in the Board of Directors, such newly created directorship or vacancy may be filled by vote of the stockholders at a meeting called for such purpose or, unless the Certificate of Incorporation or these Bylaws provide otherwise, by the affirmative vote of the majority of the remaining Directors then in office, although less than a quorum, or by a sole remaining Director. Unless the Certificate of Incorporation or these Bylaws provide otherwise, when one or more Directors shall resign from the Board of Directors, effective at a future date, the majority of Directors then in office, including those who

have so resigned, shall have the power to fill such vacancy or vacancies, the vote thereon to take effect when such resignation or resignations shall become effective. Any Director elected or chosen as provided herein shall serve for the remaining term of the directorship to which appointed or until his successor is elected and qualified or until his earlier death, resignation or removal.

Section 5. Place of Meetings. Meetings of the Board shall be held at the Corporation's office in the State of Delaware or at such other place, within or without such State, as the Board may from time to time determine or as shall be specified or fixed in the notice or waiver of notice of any such meeting.

Section 6. Regular Meetings. Regular meetings of the Board shall be held on such days and at such times as the Board may from time to time determine. Notice of regular meetings of the Board need not be given except as otherwise required by law or these Bylaws.

Section 7. Special Meetings. Special meetings of the Board may be called by the Chairman of the Board or the President and shall be called by the Secretary at the request of any two of the other Directors.

Section 8. Notice of Meetings. Notice of each special meeting of the Board (and of each regular meeting for which notice shall be required), stating the time, place and purposes thereof, shall be mailed to each Director, addressed to him at his residence or usual place of business, or shall be sent to him by telex, cable, facsimile or telegram so addressed, or shall be given personally or by telephone, on twenty-four (24) hours notice,

or such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances. Notice of any such meeting need not be given to any Director, however, if waived by him in writing or by telegraph, telex, cable, facsimile or other form of recorded communication, or if he shall be present at the meeting, except when he is present for the express purpose of objecting at the beginning of such meeting to the transaction of any business because the meeting is not lawfully called or convened.

Section 9. Quorum and Manner of Acting. The presence of at least a majority of the authorized number of Directors shall be necessary and sufficient to constitute a quorum for the transaction of business at any meeting of the Board. If a quorum shall not be present at any meeting of the Board, a majority of the Directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present. Except where a different vote is required by law, the act of a majority of the Directors present at any meeting at which a quorum shall be present shall be the act of the Board.

Section 10. Action by Consent; Participation by Telephone or Similar Equipment. Any action required or permitted to be taken by the Board may be taken without a meeting if all the Directors consent in writing to the adoption of a resolution authorizing the action, unless otherwise restricted by the Certificate of Incorporation or these Bylaws. The resolution and the written consents thereto by the Directors shall be filed with the minutes of the proceedings of the Board. Unless otherwise restricted by the Certificate of Incorporation or these Bylaws, any one or more Directors may

participate in any meeting of the Board by means of a conference telephone or similar communications equipment allowing all persons participating in the meeting to hear each other at the same time. Participation by such means shall constitute presence in person at a meeting of the Board.

Section 11. Resignation; Removal. Any Director may resign at any time by giving written notice to the Corporation, provided, however, that written notice to the Board, the Chairman of the Board, the President or the Secretary shall be deemed to constitute notice to the Corporation. Such resignation shall take effect upon receipt of such notice or at any later time specified therein, and, unless otherwise specified therein, acceptance of such resignation shall not be necessary to make it effective.

Any Director or the entire Board of Directors may be removed, with or without cause, by the holders of a majority of the shares then entitled to vote at an election of Directors, provided, however, that when the holders of any class or series are entitled by the Certificate of Incorporation to elect one (1) or more Directors, then, in respect to the removal without cause of a Director or Directors so elected, the required majority vote shall be of the holders of the outstanding shares of such class or series and not of the outstanding shares as a whole.

Section 12. Compensation of Directors. The Board may, unless otherwise restricted by the Certificate of Incorporation or these Bylaws, provide for the payment to any of the Directors, other than officers or employees of the Corporation, of a specified amount for services as a Director and/or member of a committee of the Board, or of a

specified amount for attendance at each regular or special Board meeting or committee meeting, or of both, and all Directors shall be reimbursed for expenses of attendance at any such meeting; provided, however, that nothing herein contained shall be construed to preclude any Director from serving the Corporation in any other capacity and receiving compensation therefor.

ARTICLE IV

COMMITTEES OF THE BOARD

Section 1. Designation, Powers and Name. The Board of Directors may, by resolution passed by a majority of the whole Board, designate one or more committees, including, if they shall so determine, an Executive Committee, each such committee to consist of one or more of the Directors of the Corporation.

Each committee designated by the Board of Directors shall have and may exercise such of the powers of the Board in the management of the business and affairs of the Corporation as may be provided in such resolution or in these Bylaws; provided, however, that no such committee shall have the power or authority in reference to amending the Certificate of Incorporation (except that a committee may, to the extent authorized in the resolution or resolutions providing for the issuance of shares of stock adopted by the Board of Directors pursuant to authority, if any, expressly vested in the Board by the provisions of the Certificate of Incorporation, (i) fix the designations and any of the preferences or rights of such shares relating to dividends, redemption, dissolution, any distribution of assets of the Corporation or the conversion into, or the

exchange of such shares for, shares of any other class or classes or any other series of the same or any other class or classes of stock of the Corporation, or (ii) fix the number of shares of any series of stock or authorize the increase or decrease of the shares of any series), adopting an agreement of merger or consolidation, recommending to the stockholders the sale, lease or exchange of all or substantially all of the Corporation's property and assets, recommending to the stockholders a dissolution of the Corporation or a revocation of a dissolution, or amending the Bylaws of the Corporation; and, provided further, that, unless the resolution establishing the committee, the Certificate of Incorporation or these Bylaws expressly so provide, no such committee shall have the power or authority to declare a dividend, to authorize the issuance of stock or to adopt a certificate of ownership and merger pursuant to Section 253 of the DGCL. The committee may authorize the seal of the Corporation to be affixed to all papers which may require it. The Board of Directors may designate one or more Directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting.

Section 2. Meetings; Minutes. Unless the Board of Directors shall otherwise provide, upon designation of any committee by the Board, such committee shall elect one of its members as chairman and may elect one of its members as vice chairman and shall adopt rules of proceeding providing for, among other things, the manner of calling committee meetings, giving notices thereof, quorum requirements for such meetings, and the methods of conducting the same. Each committee of Directors shall keep regular minutes of its proceedings and report the same to the Board of Directors when required.

Section 3. Compensation. Members of special or standing committees may be allowed compensation if the Board of Directors shall so determine pursuant to Section 12 of Article III of these Bylaws.

Section 4. Action by Consent; Participation by Telephone or Similar Equipment. Unless the Board of Directors, the Certificate of Incorporation or these Bylaws shall otherwise provide, any action required or permitted to be taken by any committee may be taken without a meeting if all members of the committee consent in writing to the adoption of a resolution authorizing the action. The resolution and the written consents thereto by the members of the committee shall be filed with the minutes of the proceedings of the committee. Unless the Board of Directors, the Certificate of Incorporation or these Bylaws shall otherwise provide, any one or more members of any such committee may participate in any meeting of the committee by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation by such means shall constitute presence in person at a meeting of the committee.

Section 5. Changes in Committees; Resignations; Removals. The Board shall have power, by the affirmative vote of a majority of the authorized number of Directors, at any time to change the members of, to fill vacancies in, and to discharge any committee of the Board. Any member of any such committee may resign at any time by

giving notice to the Corporation, provided, however, that notice to the Board, the Chairman of the Board, the President, the chairman of such committee or the Secretary shall be deemed to constitute notice to the Corporation. Such resignation shall take effect upon receipt of such notice or at any later time specified therein; and, unless otherwise specified therein, acceptance of such resignation shall not be necessary to make it effective. Any member of any such committee may be removed at any time, with or without cause, by the affirmative vote of a majority of the authorized number of Directors at any meeting of the Board called for that purpose.

ARTICLE V

OFFICERS

Section 1. Officers. The officers of the Corporation shall be a Chairman of the Board (if such office is created by resolution adopted by the Board), a President, one or more Vice Presidents (any one or more of whom may be designated Executive Vice President or Senior Vice President), a Secretary and a Treasurer. The Board of Directors may appoint such other officers and agents, including Assistant Vice Presidents, Assistant Secretaries and Assistant Treasurers, as it shall deem necessary, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined by the Board. Any two or more offices, other than the offices of President and Secretary, may be held by the same person. No officer shall execute, acknowledge, verify or countersign any instrument on behalf of the Corporation in more than one capacity, if such instrument is required by law, by these Bylaws or by

any act of the Corporation to be executed, acknowledged, verified or countersigned by two or more officers. The Chairman of the Board shall be elected from among the Directors. With the foregoing exception, none of the other officers need be a Director, and none of the officers need be a stockholder of the Corporation unless otherwise required by the Certificate of Incorporation.

Section 2. Election and Term of Office. The officers of the Corporation shall be elected annually by the Board of Directors at its first regular meeting held after the annual meeting of stockholders or as soon thereafter as conveniently practicable. Each officer shall hold office until his successor shall have been elected or appointed and shall have been qualified or until his death or the effective date of his resignation or removal, or until he shall cease to be a Director in the case of the Chairman of the Board.

Section 3. Removal and Resignation. Any officer or agent elected or appointed by the Board of Directors may be removed, with or without cause, by the affirmative vote of a majority of the Board of Directors whenever, in its judgment, the best interests of the Corporation shall be served thereby, but such removal shall be without prejudice to the contractual rights, if any, of the person so removed. Any officer may resign at any time by giving written notice to the Corporation. Any such resignation shall take effect at the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 4. Vacancies. Any vacancy occurring in any office of the Corporation by death, resignation, removal or otherwise may be filled by the Board of Directors and, in the case of any vacancy in an office other than the office of Chairman of the Board (if any) or President, by the President for the unexpired portion of the term.

Section 5. Salaries. The salaries of all officers and agents of the Corporation shall be fixed by the Board of Directors or pursuant to its direction; and no officer shall be prevented from receiving such salary by reason of his also being a Director.

Section 6. Chairman of the Board. The Chairman of the Board (if such office is created by resolution adopted by the Board and who may also hold the office of President or other offices) shall have such duties as the Board of Directors may prescribe. In the Chairman's absence, such duties shall be attended to by the President.

Section 7. President. The President shall be the chief executive officer of the Corporation, and, subject to the provisions of these Bylaws, shall have general and active control of all of its business and affairs. The President shall preside at all meetings of the Board of Directors and at all meetings of the stockholders. The President shall have the power to (i) appoint and remove subordinate officers, agents and employees, including Assistant Secretaries and Assistant Treasurers, except that the President may not remove those elected or appointed by the Board of Directors, and (ii) delegate and determine their duties. The President shall keep the Board of Directors and the Executive Committee (if any) fully informed and shall consult them concerning the business of the Corporation. The President may sign, with the Secretary or another

officer of the Corporation thereunto authorized by the Board of Directors, certificates for shares of the Corporation and any deeds, bonds, mortgages, contracts, checks, notes, drafts or other instruments the issue or execution of which shall have been authorized by resolution of the Board of Directors, except in cases where the signing and execution thereof has been expressly delegated by these Bylaws or by the Board of Directors to some other officer or agent of the Corporation, or shall be required by law to be otherwise executed. The President shall vote, or give a proxy to any other officer of the Corporation to vote, all shares of stock of any other corporation standing in the name of the Corporation. The President shall, in general, perform all other duties normally incident to or as usually appertain to the office of President and such other duties as may be prescribed by these Bylaws, the stockholders, the Board of Directors or the Executive Committee (if any) from time to time.

Section 8. Vice Presidents. In the absence of the President, or in the event of his inability or refusal to act, the Executive Vice President (or in the event there shall be no Vice President designated Executive Vice President, any Vice President designated by the Board) shall perform the duties and exercise the powers of the President. Any Vice President may sign, with the Secretary or Assistant Secretary or with the Treasurer or Assistant Treasurer, certificates for shares of the Corporation and any deeds, bonds, mortgages, contracts, checks, notes, drafts or other instruments the issue or execution of which shall have been authorized by resolution of the Board of Directors, except in cases where the signing and execution thereof has been expressly delegated by these

Bylaws or by the Board of Directors to some other officer or agent of the Corporation, or shall be required by law to be otherwise executed. The Vice Presidents shall perform such other duties as from time to time may be assigned to them by the Chairman of the Board (if any), the President, the Board of Directors or the Executive Committee (if any).

Section 9. Secretary. The Secretary shall (i) record the proceedings of the meetings of the stockholders, the Board of Directors and committees of Directors in the permanent minute books of the Corporation kept for that purpose, (ii) see that all notices are duly given in accordance with the provisions of these Bylaws and as required by law, (iii) be custodian of the corporate books and records and of the seal of the Corporation, and see that the seal of the Corporation or a facsimile thereof is affixed to all certificates for shares of the Corporation prior to the issue thereof and to all documents, the execution of which on behalf of the Corporation under its seal is duly authorized in accordance with the provisions of these Bylaws, (iv) keep or cause to be kept a register of the post office address of each stockholder which shall be furnished by such stockholder, (v) sign with the Chairman of the Board (if any), the President, or an Executive Vice President or Vice President, certificates for shares of the Corporation and any deeds, bonds, mortgages, contracts, checks, notes, drafts or other instruments the issue or execution of which shall have been authorized by resolution of the Board of Directors, except in cases where the signing and execution thereof has been expressly delegated by these Bylaws or by the Board of Directors to some other officer or agent of the Corporation, or shall be required by law to be otherwise executed, (vi) have general

charge of the stock transfer books of the Corporation and (vii) in general, perform all duties normally incident to the office of Secretary and such other duties as from time to time may be assigned by the Chairman of the Board (if any), the President, the Board of Directors or the Executive Committee (if any).

Section 10. Treasurer. If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of his or her duties in such sum and with such surety or sureties as the Board of Directors shall determine. The Treasurer shall (i) have charge and custody of and be responsible for all funds and securities of the Corporation, receive and give receipts for monies due and payable to the Corporation from any source whatsoever, and deposit all such monies in the name of the Corporation in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of Section 4 of Article VI of these Bylaws, (ii) prepare, or cause to be prepared, for submission at each regular meeting of the Board of Directors, at each annual meeting of the stockholders and at such other times as may be required by the Board of Directors, the Chairman of the Board (if any), the President or the Executive Committee (if any), a statement of financial condition of the Corporation in such detail as may be required, (iii) sign with the Chairman of the Board (if any), the President, or an Executive Vice President or Vice President, certificates for shares of the Corporation and any deeds, bonds, mortgages, contracts, checks, notes, drafts or other instruments the issue or execution of which shall have been authorized by resolution of the Board of Directors, except in cases where the signing and execution thereof has been expressly delegated by

these Bylaws or by the Board of Directors to some other officer or agent of the Corporation, or shall be required by law to be otherwise executed and (iv) in general, perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned by the Chairman of the Board (if any), the President, the Board of Directors or the Executive Committee (if any).

Section 11. Assistant Secretary or Treasurer. The Assistant Secretaries and Assistant Treasurers shall, in general, perform such duties as shall be assigned to them by the Secretary or the Treasurer, respectively, or by the Chairman of the Board (if any), the President, the Board of Directors or the Executive Committee (if any). The Assistant Secretaries and Assistant Treasurers shall, in the absence of the Secretary or Treasurer, respectively, or in their respective inability or refusal to act, perform all functions and duties which such absent officers may delegate, but such delegation shall not relieve the absent officer from the responsibilities and liabilities of their office. The Assistant Secretaries or the Assistant Treasurers may sign, with the Chairman of the Board (if any), the President or Executive Vice President or Vice President, certificates for shares of the Corporation and any deeds, bonds, mortgages, contracts, checks, notes, drafts or other instruments the issue or execution of which shall have been authorized by a resolution of the Board of Directors, except in cases where the signing and execution thereof has been expressly delegated by these Bylaws or by the Board of Directors to some other officer or agent of the Corporation, or shall be required by law to be otherwise executed. The Assistant Treasurers shall respectively, if required by the Board of Directors, give bonds for the faithful discharge of their duties in such sums and with such sureties as the Board of Directors shall determine.

ARTICLE VI

CONTRACTS, CHECKS, LOANS, DEPOSITS, ETC.

Section 1. Contracts. The Board may authorize any officer or officers, agent or agents, in the name and on behalf of the Corporation, to enter into any contract or to execute and deliver any instrument, which authorization may be general or confined to specific instances; and, unless so authorized by the Board, no officer, agent or employee shall have any power or authority to bind the Corporation by any contract or engagement or to pledge its credit or to render it liable pecuniarily for any purpose or for any amount.

Section 2. Checks, etc. All checks, drafts, bills of exchange or other orders for the payment of money out of the funds of the Corporation, and all notes or other evidences of indebtedness of the Corporation, shall be signed in the name and on behalf of the Corporation in such manner as shall from time to time be authorized by the Board, which authorization may be general or confined to specific instances.

Section 3. Loans. No loan shall be contracted on behalf of the Corporation, and no negotiable paper shall be issued in its name, unless authorized by the Board, which authorization may be general or confined to specific instances. All bonds, debentures, notes and other obligations or evidences of indebtedness of the Corporation issued for such loans shall be made, executed and delivered as the Board shall authorize.

Section 4. Deposits. All funds of the Corporation not otherwise employed shall be deposited from time to time to the credit of the Corporation in such banks, trust companies or other depositories as may be selected by or in the manner designated by the Board. The Board or its designees may make such special rules and regulations with respect to such bank accounts, not inconsistent with the provisions of these Bylaws, as may be deemed expedient.

ARTICLE VII

CAPITAL STOCK

Section 1. Stock Certificates. Each stockholder of the Corporation shall be entitled to have, in such form as shall be approved by the Board, a certificate or certificates signed by the Chairman of the Board or the President and by either the Treasurer or an Assistant Treasurer or the Secretary or an Assistant Secretary (except that, when any such certificate is countersigned by a transfer agent or registered by a registrar other than the Corporation itself or any employee, the signatures of any such officers may be facsimiles, engraved or printed), which may be sealed with the seal of the Corporation (which seal may be a facsimile, engraved or printed), certifying the number of shares of capital stock of the Corporation owned by such stockholder. In case any officer who has signed or whose facsimile signature has been placed upon any such certificate shall have ceased to be such officer before such certificate is issued, such certificate may be issued by the Corporation with the same effect as if he were such officer at the date of its issue.

If the Corporation shall be authorized to issue more than one class of stock or more than one series of any class, the powers, designations, preferences and relative, participating, optional, or other special rights of each class of stock or series thereof, and the qualifications, limitations or restrictions of such preferences and/or rights shall be set forth in full or summarized on the face or back of the certificate which the Corporation shall issue to represent such class or series of stock; provided that, except as otherwise stated in Section 202 of the DGCL, in lieu of the foregoing requirements, there may be set forth on the face or back of the certificate which the Corporation shall issue to represent such class or series of stock, a statement that the Corporation will furnish without charge to each stockholder who so requests the powers, designations, preferences and relative, participating, optional or other special rights of each class of stock or series thereof and the qualifications, limitations or restrictions of such preferences and/or rights.

Section 2. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make or cause to have prepared or made, at least ten (10) days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days prior to the meeting, either

at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 3. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 2 of this Article VII or the books and records of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 4. Transfers of Capital Stock. Transfers of shares of capital stock of the Corporation shall be made only on the stock record of the Corporation by the holder of record thereof or by his attorney thereunto authorized by power of attorney duly executed and filed with the Secretary of the Corporation or the transfer agent thereof, and only on surrender of the certificate or certificates representing such shares, properly endorsed or accompanied by a duly executed stock transfer power. The Board may make such additional rules and regulations as it may deem expedient concerning the issue and transfer of certificates representing shares or uncertificated shares of the capital stock of the Corporation.

Section 5. Lost Certificates. The Board of Directors may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed or the issuance of such new certificate.

Section 6. Fixing of Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividends or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board may fix, in advance, a record date, which record date shall (i) not precede the date upon which the resolution fixing the record date is adopted by the Board and (ii) not be more than sixty days nor less than ten days before the date of such meeting, nor more than sixty days prior to any other action. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

In order that the Corporation may determine the stockholders entitled to consent to corporate action in writing without a meeting, the Board of Directors may fix a record date, which record date shall (i) not precede the date upon which the resolution fixing the record date is adopted by the Board and (ii) not be more than ten days after the date upon which the resolution fixing the record date is adopted by the Board.

Section 7. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VIII

DIVIDENDS

Section 1. Declaration. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, if any, may be declared by the Board of Directors at any regular or special meeting, pursuant to law. Dividends may be paid in cash, in property or in shares of capital stock, subject to the provisions of the Certificate of Incorporation.

Section 2. Reserve. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in their absolute discretion, think proper as a reserve or reserves to meet contingencies or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for such other purpose as the Board of Directors shall think conducive to the interests of the Corporation, and the Directors may modify or abolish any such reserve in the manner in which it was created.

ARTICLE IX

LIMITATION OF DIRECTORS' LIABILITY

No Director of the Corporation shall be liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a Director, except for liability (i) for any breach of the Director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the DGCL or (iv) for any transaction from which the Director derived an improper personal benefit.

ARTICLE X

INDEMNIFICATION

Section 1. Indemnification. The Corporation shall indemnify to the full extent authorized or permitted by Section 145 of the DGCL any person (his heirs, executors and administrators) made, or threatened to be made, a party to any action, suit or proceeding (whether civil, criminal, administrative or investigative) by reason of the fact that he is or was a Director or officer of the Corporation or by reason of the fact that as such Director or officer, at the request of the Corporation, is or was serving any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, in any capacity. Nothing contained herein shall affect any rights to indemnification to which employees and agents of the Corporation other than Directors and officers may be entitled by law.

Section 2. Advancement of Expenses. Expenses (including attorneys' fees) incurred by an officer or Director of the Corporation in defending any civil, criminal, administrative or investigative action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such Director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article X. Such expenses incurred by employees and agents of the Corporation other than Directors and officers may be paid upon such terms and conditions, if any, as the Board of Directors deems appropriate.

Section 3. Non-Exclusivity. The indemnification and advancement of expenses provided for hereby shall not be deemed exclusive of any other rights to which a person seeking indemnification or advancement of expenses may be entitled under any bylaw, agreement, vote of stockholders or disinterested Directors, or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office.

Section 4. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who 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, employee

benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, arising out of his status as such, whether or not the Corporation would have the power to indemnify him against such liability under the provisions of this Article X.

Section 5. Continuity. The indemnification and advancement of expenses provided for in this Article X shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a Director, officer, employee or agent of the Corporation and shall inure to the benefit of the heirs, executors and administrators of such a person.

ARTICLE XI

SEAL

The Corporation's seal shall be circular in form and shall include the name of the Corporation, the state and year of its incorporation, and the word "Seal." The seal may be used by causing it or a facsimile thereof to be impressed or affixed or in any other manner reproduced.

ARTICLE XII

WAIVER OF NOTICE

Whenever any notice is required by law, the Certificate of Incorporation or these Bylaws to be given to any Director, member of a committee or stockholder, a waiver thereof in writing, signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto. Attendance of a

person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the stockholders, Directors, or members of a committee of Directors need be specified in any written waiver of notice unless so required by the Certificate of Incorporation or these Bylaws.

ARTICLE XIII

AMENDMENTS

The Board of Directors, by the affirmative vote of a majority of the Directors, may at any meeting, alter, amend, or repeal any of these Bylaws, or may adopt new Bylaws, subject, however, to the right of the stockholders to repeal or change any such action by the Board of Directors.

I, the undersigned, being the Secretary of the Corporation DO HEREBY CERTIFY THAT the foregoing are the bylaws of said Corporation, as adopted by the Board of Directors of said Corporation on the 28th day of December, 2000.

[ILLEGIBLE]

Exhibit 3.11

Corporations Section
P.O. Box 13697
Austin, Texas 78711-3697

Roger Williams
Secretary of State

[SEAL]

Office of the Secretary of State

CERTIFICATE OF FILING
OF

First Cash Credit, Ltd.
Filing Number: 800505715

The undersigned, as Secretary of State of Texas, hereby certifies that a certificate of limited partnership for the above named limited partnership has been received in this office and filed as provided by law on the date shown below.

Accordingly, the undersigned, as Secretary of State hereby issues this Certificate evidencing the filing in this office.

Dated: 06/14/2005

Effective: 06/14/2005

[SEAL]

/s/ Roger Williams
Roger Williams
Secretary of State

Come visit us on the internet at http://www.sos.state.tx.us/
Phone: (512) 463-5555 Fax: (512) 463-5709 TTY: 7-1-1
Prepared by: Michelle Morin
Document: 93124500003

FILED
In the Office of the
Secretary of State of Texas
JUN 14 2005

Corporations Section

CERTIFICATE OF LIMITED PARTNERSHIP
OF
FIRST CASH CREDIT, LTD.

1.	Name of Partnership:	First Cash Credit, Ltd.
2.	Address of Principal Office:	690 East Lamar Blvd., Suite 400 Arlington, Texas 76011 Attention: R. Douglas Orr
3.	Name and Address of Registered Office and Registered Agent:	R. Douglas Orr 690 East Lamar Blvd., Suite 400 Arlington, Texas 76011
4.	General Partner:	
	Name:	First Cash Credit Management, LLC
	Mailing Address:	690 East Lamar Blvd., Suite 400 Arlington, Texas 76011 Attention: R. Douglas Orr
	Street Address of Business:	690 East Lamar Blvd., Suite 400 Arlington, Texas 76011 Attention: R. Douglas Orr
5.	Other Matters:	The General Partner has determined not to include any other matters.

Executed this l4th day of June, 2005.

GENERAL PARTNER:

FIRST CASH CREDIT MANAGEMENT, LLC.

By: /s/ R. Douglas Orr, Manager
R. Douglas Orr, Manager

First Cash Financial Services, Inc.
690 East Lamar Blvd., Suite 400
Arlington, Texas 76011

June 14, 2005

Secretary of State of Texas
Corporation Division
P.O. Box 13697
Austin, Texas 78711

Re: Use of Name “First Cash Credit, Ltd”

Ladies and Gentlemen:

The undersigned does hereby consent to the use of the name “First Cash Credit, Ltd.” by a Texas limited partnership to be organized.

Very truly yours,

FIRST CASH FINANCIAL SERVICES, INC.

By: /s/ Rick L. Wessel, President
Rick L. Wessel, President

Corporations Section
P.O. Box 13697
Austin, Texas 78711-3697

Roger Williams
Secretary of State

[SEAL]

Office of the Secretary of State

June 15, 2005

Haynes and Boone, LLP
600 Congress Avenue, Suite 1300
Austin, TX 78701 USA

RE: First Cash Credit, Ltd.
File Number: 800505715
File Date: 06/14/2005
Effective: 06/14/2005

It has been our pleasure to file the certificate of limited partnership for the referenced limited partnership. This letter evidences the filing of the certificate as of the filing date or the effective date if noted.

Limited partnerships do not file annual reports with the Secretary of State, but do file a report not more often than once every four years as requested by the Secretary. It is important for the partnership to continuously maintain a registered agent and office in Texas as this is the address to which the Secretary of State will send a request to file a periodic report. Failure to file a report when requested may result in cancellation of the certificate of limited partnership.

If we can be of further service at any time, please let us know.

Sincerely,

Corporations Section
Statutory Filings Division
(512) 463-5555

Enclosure

Exhibit 3.12

AGREEMENT OF LIMITED PARTNERSHIP

OF

FIRST CASH CREDIT, LTD.

THE SECURITIES REPRESENTED BY THIS INSTRUMENT HAVE BEEN ACQUIRED FOR INVESTMENT AND HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY STATE SECURITIES LAWS. WITHOUT REGISTRATION, THESE SECURITIES MAY NOT BE SOLD, PLEDGED, HYPOTHECATED, OR OTHERWISE TRANSFERRED AT ANY TIME WHATSOEVER, EXCEPT ON DELIVERY TO THE PARTNERSHIP OF AN OPINION OF COUNSEL SATISFACTORY TO THE GENERAL PARTNER OF THE PARTNERSHIP THAT REGISTRATION IS NOT REQUIRED FOR THE TRANSFER, OR THE SUBMISSION TO THE GENERAL PARTNER OF THE PARTNERSHIP OF OTHER EVIDENCE SATISFACTORY TO THE GENERAL PARTNER TO THE EFFECT THAT ANY TRANSFER WILL NOT BE IN VIOLATION OF THE SECURITIES ACT OF 1933, AS AMENDED, AND APPLICABLE STATE SECURITIES LAWS OR ANY RULE OR REGULATIONS PROMULGATED THEREUNDER. ADDITIONALLY, ANY SALE OR OTHER TRANSFER OF THESE SECURITIES IS SUBJECT TO CERTAIN RESTRICTIONS THAT ARE SET FORTH IN THIS AGREEMENT OF LIMITED PARTNERSHIP.

THE SECURITIES REPRESENTED BY THIS INSTRUMENT ARE SUBJECT TO ANY OTHER RESTRICTIONS ON TRANSFER DESCRIBED HEREIN.

AGREEMENT OF LIMITED PARTNERSHIP

OF

FIRST CASH CREDIT, LTD.

THIS AGREEMENT OF LIMITED PARTNERSHIP (the "Agreement") is made as of the 14th day of June, 2005, by and between First Cash Credit Management, L.L.C., a Texas limited liability company, as the general partner, and First Cash Corp., a Delaware corporation, as the limited partner, and they together hereby form a limited partnership (the "Partnership") under the Texas Revised Limited Partnership Act, art. 6132a-1 of Vernon's Civil Statutes (the "Act").

WHEREAS, the Partners (hereinafter defined) desire to (i) operate as a credit services organization pursuant to Chapter 393 of the Texas Finance Code (the "Business"); and (ii) to more fully set forth their agreement regarding owning and dealing with assets of the Business.

NOW, THEREFORE, to state the entire agreement of the Partners with respect to their rights and obligations as Partners and with respect to the Partnership and its affairs, and in consideration of these business premises, it is hereby agreed as follows:

ARTICLE 1. GENERAL

1.1. Formation. The Partners hereby form the Partnership pursuant to the Act. Except as otherwise provided in this Agreement, the rights and liabilities of the Partners are governed by the Act.

1.2. Name. The name of the Partnership is "First Cash Credit, Ltd." The business of the Partnership shall be conducted under that name or another appropriate name selected by the General Partner.

1.3. Principal Office, Registered Office and Agent. The principal office of the Partnership is located at 690 East Lamar, Suite 400 Arlington, Texas 76011, or at another place designated by the General Partner. The registered office of the Partnership is located at 690 East Lamar, Suite 400 Arlington, Texas 76011. The registered agent for service of process is R. Douglas Orr whose business office is located at the same address as the registered office of the Partnership.

1.4. Term. The Partnership is formed on the date that the certificate of limited partnership required by the Act is filed with the Secretary of State of Texas unless a later date is specified therein and, unless sooner terminated or extended by mutual consent of the Partners or pursuant to this Agreement, continues until December 31, 2070.

1.5. Purposes. The purposes of the Partnership are to own and operate the Business directly and/or indirectly through a partnership (whether general or limited); provided, however, that the Partnership may engage in any other lawful business or investment activity with the Approval of the Partners.

1.6. Powers. Subject to the limitations contained in this Agreement, the Partnership purposes shall be accomplished by the General Partner's taking any action permitted under this Agreement or under the Act or which is customary or reasonably related to the ownership and operation of the Business. The relationship between and among the Partners is limited to the carrying on of the business of the Partnership in accordance with this Agreement. That relationship shall be construed and deemed to be a limited partnership for the sole and limited purpose of carrying on that business. This Agreement does not create a general partnership between the parties or authorize any party to act as general agent for any other party.

ARTICLE 2. DEFINITIONS

2.1. Definitions. In this Agreement, the following terms, unless the context otherwise requires, have the meanings indicated:

"Affiliate" means, with respect to any Person, any other Person directly or indirectly controlling, controlled by, or under common control with such Person. A Person shall be deemed to control another Person if such Person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of such other Person, or the power to appoint or dismiss the directors of or others performing similar functions for such other Person, whether through the ownership of voting securities, by contract or otherwise.

"Approval of the Partners" or "Approved by the Partners" means the affirmative approval of the General Partner and of more than fifty percent (50%) of the Percentage Interests of the Partners then entitled to vote.

"Bankruptcy" means, for any Partner, that Partner's taking or acquiescing in the taking of an action seeking relief under, or advantage of, an applicable debtor relief, liquidation, receivership, conservatorship, bankruptcy, moratorium, rearrangement, insolvency, reorganization, or similar law affecting the rights or remedies of creditors generally, as in effect from time to time.

"Code" means the Internal Revenue Code of 1986, as amended from time to time (or any corresponding provisions of succeeding law).

"General Partner" means the party named as such in the opening recital of this Agreement, and any other Person who becomes the or a general partners of the Partnership pursuant to this Agreement.

"Limited Partners" means the parties named as such in the opening recital of this Agreement, and any other Person who becomes an additional or substitute limited partners of the Partnership pursuant to this Agreement.

"Operating Expenses" means the costs, expenses, or charges incurred by the Partnership, including, without limitation, amortization of intangible assets, taxes, interest and debt amortization, intangible amortization of intangible assets, insurance premiums, repairs, maintenance, management fees or salaries, advertising expenses, professional fees, wages, utility costs, and all other expenses incurred in the day-to-day operation of any business similar to the Partnership's business(es).

"Partners" means, collectively, the General Partner and the Limited Partner or their successors or assigns, and "Partner" means any one of the Partners.

"Partnership Interest" means the entire ownership interest of a Partner in the Partnership at any particular time, including the rights and obligations of the Partner under this Agreement and the Act.

"Percentage Interest" means the basic interest in the Partnership received by a Partner, expressed as a percentage in Section 3.1, as adjusted from time to time as provided in this Agreement.

"Person" means any corporation, partnership, co-tenancy, joint venture, individual, trust, or any other legal entity, whether or not a party to this Agreement.

"Prime Rate" means the reference rate from time to time during the term of this Agreement of Bank of America, N.A., or if that bank is no longer in existence, the reference rate or prime rate of the largest bank then operating in Fort Worth, Texas.

"Pro Rata" means the ratio determined by dividing the Percentage Interests of Partners to whom a particular provision of this Agreement is stated to apply by the aggregate of the Percentage Interests of all Partners to whom that provision is stated to apply.

"Regulations" means the Income Tax Regulations, including Temporary Regulations, promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

2.2. Other Definitions. All terms used in this Agreement which are not defined in this Article 2 have the meanings contained elsewhere in this Agreement.

ARTICLE 3. CAPITALIZATION

3.1. Percentage Interests. The Partners' Percentage Interests are as follows:

First Cash Credit Management, L.L.C.	1.0%
First Cash Corp., a Delaware corporation	99.0%

3.2. Capital Contributions. The General Partner shall contribute the sum of one thousand dollars ($1,000) to the capital of the Partnership at the time of execution of this Agreement. The Limited Partner shall contribute the sum of one hundred dollars ($100) to the capital of the Partnership at the time of execution of this Agreement. Thereafter, each of the Partners shall make contributions to the capital of the Partnership Pro Rata. If the General Partner determines at any time that additional working capital in excess of the amounts which the Partnership is able to borrow is required in order to meet anticipated future working capital needs, then the General Partner shall notify the Limited Partner of (i) the aggregate capital contributions that the Partnership requires, (ii) the amount of the Limited Partner's required contribution ("Additional Contribution") and (iii) the due date for that contribution.

3.3. Capital Accounts. The Partnership shall maintain capital accounts ("Capital Accounts") in the manner provided in section 704(b) of the Code and Regulations §1.704-1(b), both as modified from time to time.

3.4. Borrowings. If the General Partner, in its sole discretion, determines that additional capital is required by the Partnership, then the Partnership may borrow money from third parties or from any Partner. The Partners may, but are not obligated to, lend money to the Partnership to fund any operating deficits or other current cash requirements of the Partnership. The unpaid principal balance of loans from Partners ("Partner Loans") shall bear interest at the lesser of the highest lawful rate or two percent (2.0 %) above the Prime Rate and shall be payable from cash distributions pursuant to Sections 4.2 and 10.2, unless other terms are Approved by the Partners.

3.5. Depositories. One or more accounts may be maintained for the Partnership at any commercial financial institution or depository chosen by the General Partner. Checks may be drawn on the Partnership account or accounts only for the purposes of the Partnership and shall be signed by the General Partner or by its duly authorized representatives.

ARTICLE 4. ALLOCATIONS AND DISTRIBUTIONS

4.1. Allocation of Profits and Losses. All profits, losses, tax credits and other taxable items shall be allocated among the Partners Pro Rata.

4.2. Distributions. Subject to Section 10.2 and Section 10.3, the Partnership shall make distributions as determined by the General Partner, in accordance with the following priority:

(a) First: to cover Operating Expenses and to establish and fund a reserve against future expenses of the Partnership;

(b) Second: to cover debt service of the Partnership (other than Partner Loans);

(c) Third: to the Partners who have made Partner Loans in an amount equal to the unpaid portion of any Partner Loans, with such payments to be applied first to accrued but unpaid interest and then to the outstanding principal balances of such Partner Loans;

(d) Fourth: to the Partners Pro Rata.

4.3. Regulatory Compliance. The Partners shall exercise the utmost good faith in cooperating to amend this Agreement to effect the changes, if any, recommended by the Partnership's professional tax advisers to cause compliance with section 704(b) of the Code and the Regulations promulgated thereunder.

ARTICLE 5. RIGHTS, OBLIGATIONS AND STATUS OF LIMITED PARTNERS

5.1. General. The Limited Partners have all of the rights, and is afforded the status, of a limited partner under the Act. No Limited Partner shall participate in the management or control of the Partnership's business, transact any business for the Partnership, or have power to act for or bind the Partnership except as set forth herein.

5.2. Limitation on Liability. No Limited Partner has any personal liability whatsoever, whether to the Partnership, the General Partner or any creditor of the Partnership, for the debts, expenses, liabilities, or obligations of the Partnership, unless he otherwise agrees in a separate writing with a third party creditor of the Partnership.

5.3. Bankruptcy; Death. None of the Bankruptcy, death, disability, or declaration of incompetence of a Limited Partner shall cause a dissolution of the Partnership, but the rights of the Limited Partner to share in the profits and losses of the Partnership and to receive distributions of Partnership funds shall, on the happening of one of these events, devolve on the Limited Partner's estate, legal representative, or successors in interest, as the case may be, subject to the terms and conditions of this Agreement, and the Partnership shall continue as a limited partnership. The Limited Partner's estate, representative, or successors in interest are liable for all of the unsatisfied obligations, if any, of the Limited Partner. In no event shall the estate, representative, or successors in interest become a substituted limited partner, as that term is used in the Act.

ARTICLE 6. MANAGEMENT AND CONDUCT

6.1. Rights of the General Partner. The General Partner shall have the exclusive right, power and authority to take any action without the Approval of the Partners other than the following actions which the General Partner has no right, power or authority to do without the prior approval of the Partners:

(a) Sell, exchange, assign, transfer, convey, or otherwise dispose of all or a substantial portion of the Business;

(b) Enter any business unrelated to the Business;

(c) Admit any additional General Partner or Limited Partner to the Partnership; or

(d) Amend this Agreement.

6.2. Duties. The General Partner shall manage and control the Partnership and its business and affairs in accordance with the standards of the industry, and shall use reasonable, good faith efforts to carry out the business of the Partnership. The General Partner shall devote itself to the business of the Partnership to the extent required to carry out the business of the Partnership, but is not precluded from being involved in other businesses or activities. The General Partner shall perform its duties under this Agreement with ordinary prudence and in a manner characteristic of a businessman in similar circumstances. The General Partner may execute on behalf of the Partnership contracts or agreements with affiliates of the General Partner so long as the contracts or agreements are on a fair market, arm's-length, competitive basis, are otherwise specifically authorized by this Agreement, or are Approved by the Partners.

6.3 Execution of Documents. All Partners shall, on the request of the General Partner, promptly execute all documents and instruments necessary or helpful in carrying out Partnership actions that have been properly authorized.

6.4 Compensation and Reimbursement. The General Partner shall be paid reasonable compensation for its services rendered hereunder as General Partner. The General Partner shall not be reimbursed for its overhead allocable to the business of the Partnership; provided, however, that the General Partner shall be reimbursed by the Partnership for any and all reasonable out-of-pocket expenses, fees, and costs incurred in connection with the organization, business, and affairs of the Partnership.

6.5. Indemnification of the General Partner. The General Partner shall be indemnified and held harmless by the Partnership, including advancement of expenses, but only to the extent that the Partnership assets are sufficient therefor, from and against all claims, liabilities, and expenses arising out of any management of Partnership affairs, but excluding those caused by the negligence or willful misconduct of the General Partner, subject to all limitations and requirements imposed by the Act. These indemnification rights are in addition to any rights that the General Partner may have against third parties.

6.6. Removal of General Partner. The General Partner may be removed and a new General Partner appointed at any time, including after the occurrence of an event described in Section 9.1(a) or Section 9.1(b), by vote of more than fifty percent (50.0%) of the Percentage Interests of the Partners. If the new General Partner is not then a Partner, the new General Partner shall pay fair market value for a one percent (1%) Partnership Interest and the Partners shall be diluted Pro Rata. A General Partner removed under this Section 6.6 shall become a Limited Partner but shall have no rights other than the rights of a Limited Partner.

ARTICLE 7. BOOKS OF ACCOUNT, REPORTS, FISCAL YEAR AND BANK ACCOUNTS

7.1. Books and Records; Fiscal Year. The books and records of the Partnership shall, at the cost and expense of the Partnership, be kept or caused to be kept at the principal place of business of the Partnership and shall be available for inspection by any Limited Partner. The books and records shall be kept on the basis of a calendar year, and shall reflect all Partnership transactions and be appropriate and adequate for conducting the Partnership's business. The General Partner shall choose the Partnership's accounting method. The General Partner shall maintain the records required to be kept pursuant to Section 1.07 of the Act.

7.2. Reports. As soon as practicable after the end of each full calendar quarter in which the Partnership conducts business, upon a Limited Partner's request, the General Partner shall cause to be sent to that Limited Partner the financial and operating information for the preceding quarter. Within 75 days after the end of each Partnership fiscal year, the General Partner shall prepare and furnish to each Limited Partner, at Partnership expense, a balance sheet of the Partnership (dated as of the end of the fiscal year then ended), and a related statement of income, loss, and change in financial position for the Partnership (for the same year), consisting essentially of a compilation of the information provided to the Accountant by the General Partner.

7.3. Tax Matters. The Partners intend for the Partnership to be treated, for federal, state, and municipal income and franchise tax purposes, as a partnership. The General Partner shall prepare all federal, state and local income and other tax returns that the Partnership is required to file. The General Partner is the tax matters partner of the Partnership pursuant to section 6231(a)(7) of the Code.

ARTICLE 8. TRANSFER OF PARTNERSHIP INTERESTS

8.1. Transfers by Partners. Each Limited Partner may sell, assign or otherwise transfer all or any portion of its Partnership Interest only upon the prior written approval of the General Partner. The General Partner shall have a right of first refusal on a Limited Partner's sale of its Partnership Interest. The General Partner may transfer its Partnership Interest only upon the prior written Approval of the Partners subject to a right of first refusal in favor of the Limited Partners.

8.2. Tax Matters. On the transfer of all or part of a Partnership Interest, at the request of the transferee of the interest, the General Partner may, in its sole discretion, cause the Partnership to elect, pursuant to section 754 of the Code to adjust the tax basis of the Partnership properties as provided by sections 734 and 743 of the Code. Any transfer pursuant to this Article 8 that would cause a constructive termination of the Partnership under section 708 of the Code shall be subject to the Approval of the Partners.

ARTICLE 9. DISSOLUTION

9.1. Causes. The Partnership shall be dissolved on the first to occur of any of the following events, and each Partner hereby expressly waives any right that it might otherwise have to dissolve the Partnership:

(a) The Bankruptcy, or any other occurrence that would legally disqualify the General Partner from acting under this Agreement;

(b) The retirement, resignation, or withdrawal from the Partnership by the General Partner;

(c) The execution by the Partners of an instrument dissolving the Partnership;

(d) An event requiring such action under the Act; or

(e) The expiration of the term set forth in Section 1.4.

Nothing contained in this Section 9.1 is intended to grant to a Partner the right to dissolve the Partnership at will (by retirement, resignation, withdrawal or otherwise), or to exonerate a Partner from liability to the Partnership and the remaining Partners if it dissolves the Partnership at will. A dissolution at will of the Partnership is in contravention of this Agreement for purposes of Section 31(2) of the Texas Uniform Partnership Act or any successor statute.

9.2. Reconstitution. If dissolution of the Partnership results from the occurrence of an event described in Section 9.1(a) or Section 9.1(b), then the Partnership may be reconstituted and its business continued pursuant to Section 8.03 of the Act. If a reconstitution is completed, an appropriate amendment to this Agreement and, if necessary, to the Certificate shall be executed and, in the case of the Certificate, if necessary, appropriately filed of record. The rights of the remaining Partners after reconstitution, and the rights and liabilities of any Partner wrongfully dissolving the Partnership in contravention of this Agreement, shall be as provided for under Texas law.

9.3. Interim Manager. If the Partnership is dissolved as a result of an event described in Section 9.1(a) or Section 9.1(b), the General Partner, subject to the Approval of the Partners, or the Partners holding more than fifty percent (50.0%) of the Percentage Interests of the Partners may appoint an interim manager of the Partnership, who shall have and may exercise all the rights, powers and duties of the General Partner under this Agreement, until (i) the new General Partner is appointed pursuant to Section 6.6 or elected pursuant to Section 9.2, if the Partnership is reconstituted, or (ii) a liquidator is appointed pursuant to Section 10.1, if the Partnership is not reconstituted.

9.4 Bankruptcy Provisions. On the Bankruptcy of a General Partner, the trustee or debtor-in-possession (collectively, the “trustee”) automatically has the status of an assignee of that General Partner’s Partnership Interest under Section 27 of the Texas Uniform Partnership Act, art. 6132b of the Texas Revised Civil Statutes Annotated. Unless otherwise required by applicable law, it is the intent of the Partners that a voluntary filing of a case under Chapter 11 of the Bankruptcy Code, 11 U.S.C. §§101 et seq. by the Partnership or a General Partner not be considered to effect an automatic dissolution of the Partnership under the Act. Rather, that determination of whether or not to dissolve the Partnership should be made by the General Partner, subject to Approval of the Partners, on a filing by the Partnership, and by the Limited Partner on a filing by the General Partner. Any entity to which a Partner’s rights are assigned pursuant to the provisions of the Bankruptcy Code, shall be deemed without further act to have assumed all of the obligations arising under this Agreement on and after the effective date of the assignment. On demand, any such assignee shall execute and deliver to each other party to this Agreement an instrument confirming that assumption. A failure to deliver the assumption agreement is a default under this Agreement by the assignee.

ARTICLE 10. WINDING UP AND TERMINATION

10.1. General. If the Partnership is dissolved and is not reconstituted, then the General Partner shall begin to wind up the affairs of the Partnership and to liquidate and sell its assets, all pursuant to Section 8.04 of the Act. Subject to Section 6.1, the General Partner shall determine the time, manner and terms of any sale or sales of Partnership property pursuant to such liquidation, having due regard to the activity and condition of the relevant market and general financial and economic conditions.

10.2. Liquidation. In the course of the winding up and terminating of the business and affairs of the Partnership, its assets (other than cash) shall be sold, its liabilities and obligations to creditors and all expenses incurred in its liquidation shall be paid, and all resulting items of Partnership income, gain, loss or deduction shall be credited or charged to the Capital Accounts of the Partners in accordance with Article 3. All Partnership property shall be sold on liquidation of the Partnership, and no Partnership property shall be distributed in kind to the Partners, unless it is distributed in proportion to the amounts that each Partner is due under this Section 10.2. Thereafter, the net proceeds from those sales (after deducting all selling costs and expenses in connection therewith), together with (at the expiration of the one-year period referred to in Section 10.3) the balance in the reserve account referred to in Section 10.3, shall be distributed among the Partners in accordance with the then credit balances in their Capital Accounts in the following order of priority:

(a) First, to the Partners who have made Partner Loans in an amount equal to the unpaid portion of any Partner Loans, with such payments to be applied first to accrued but unpaid interest and then to the outstanding principal balances of such Partner Loans;

(b) Second, to the Partners with a positive Capital Account Pro Rata; and

(c) Third, to the Partners Pro Rata.

The General Partner shall be instructed to use all reasonable efforts to effect complete liquidation of the Partnership within one year after the date on which the Partnership is dissolved. Each holder of a Partnership Interest shall look solely to the assets of the Partnership for all distributions and shall have no recourse therefor (on dissolution or otherwise) against the Partnership or the other Partner. On the completion of the liquidation of the Partnership and the distribution of all Partnership funds, the Partnership shall terminate and the General Partner has the authority to execute and record all documents required to effectuate the dissolution and termination of the Partnership.

10.3. Creation of Reserves. After making payment or provision for payment of all fixed and determinable debts and liabilities of the Partnership and all expenses of liquidation, the General Partner may set up, for a period not to exceed one year after the date of dissolution, the cash reserves that the General Partner deems reasonably necessary for any contingent or unforeseen liabilities or obligations of the Partnership.

10.4. Final Audit. Within a reasonable time following the completion of the liquidation, the General Partner shall supply to the Limited Partner a statement which shall set forth the assets and the liabilities of the Partnership as of the date of complete liquidation, each Partner’s pro rata portion of distributions pursuant to Section 10.2, and the amount retained as reserves by the General Partner pursuant to Section 10.3.

10.5. Compliance With Regulations. If the Partnership is "liquidated" within the meaning of Regulations § 1.704-1(b)(2)(ii)(g), distributions shall be made to Partners with positive Capital Accounts in compliance with Regulations § 1.704-1(b)(2)(ii)(b)(2). Notwithstanding anything to the contrary in this Agreement, upon such liquidation, any Partner with a negative balance in its Capital Account shall be required to contribute to the Partnership an amount equal to that negative balance. Distributions pursuant to Section 10.2 may be made to a trust established for the benefit of the Partners for the purposes of liquidating Partnership assets, collecting amounts owed to the Partnership, and paying contingent or unforeseen liabilities or obligations of the Partnership.

ARTICLE 11. MISCELLANEOUS

11.1. Notices. Any notice provided or permitted to be given under this Agreement must be in writing and may be mailed or hand delivered. For purposes of notices, the addresses of the Partners are set forth on the signature page hereof.

11.2. Interpretation. The construction and validity of this Agreement and the rights and obligations of the respective parties hereunder shall be governed by and interpreted and enforced in accordance with the laws of the State of Texas.

11.3. Terms. Common nouns and pronouns shall be deemed to refer to the masculine, feminine, neuter, singular, and plural, as the identity of the person or persons, firm or corporation may in the context require. Any reference to the Code or other statutes or laws shall include all amendments, modifications, or replacements of the specific sections and provisions concerned.

11.4. Amendment. This Agreement may not be amended, altered or modified except by an instrument in writing signed by all of the Partners (or the duly-authorized agent of any party), excluding Partners who have transferred their Partnership Interest to an assignee pursuant to Article 8.

11.5. Severability. If any provision of this Agreement or the application to any person or circumstances shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

11.6. No Third-Party Beneficiary. This Agreement is made solely and specifically between and for the benefit of the parties hereto and their respective successors and assigns, subject to the expressed provisions hereof relating to successors and assigns, and no other person, individual, corporation or entity whatsoever has any rights, interest, or claims hereunder or is or will be entitled to any benefits under or on account of this Agreement as a third-party beneficiary or otherwise unless specifically provided in this Agreement.

11.7. Binding Effect. Subject to the provisions of this Agreement relating to the transferability, this Agreement shall be binding upon and inure to the benefit of the parties signatory hereto, and their respective distributees, successors and assigns.

11.8. Complete Agreement. This Agreement constitutes the complete and exclusive statement of the agreement between the Partners and replaces and supersedes all prior agreements, except for any agreement executed contemporaneously herewith by and among the Partners or any of them contemporaneously herewith, this Agreement supersedes all written and oral statements, and no representation, statement, condition, or warranty not contained in this Agreement shall be binding on the Partners or have any force or effect whatsoever. It is agreed that no Partner has rendered any services to or on behalf of any other Partner or the Partnership and that no Partner shall have any rights with respect to any services which might be alleged to have been rendered.

11.9. Title to Partnership Property. To the extent that the property of the Partnership is held in the name of the General Partner, such property shall be deemed held by the General Partner as agent and nominee for and on behalf of the Partnership. Any other property acquired by or standing in the name of any Partner shall be conclusively presumed not to be Partnership property, unless an instrument in writing, signed by such Partner, shall specify to the contrary.

11.10. Reliance on Authority of Persons Signing Agreement. If a Partner is a trust (with or without disclosed beneficiaries), partnership, limited partnership, joint venture, corporation, or any entity other than a natural person, the Partnership and the General Partner (i) are not required to determine the authority of the person signing this Agreement to make any commitment or undertaking on behalf of such entity or to determine any fact or circumstance bearing upon the existence of the authority of such person; (ii) are not required to see to the application or distribution of proceeds paid or credited to persons signing this Agreement on behalf of such entity; (iii) are entitled to rely on the authority of the person signing this Agreement with respect to the giving of consent on behalf of such entity in connection with any matter for which consent is permitted or required under this Agreement; and (iv) are entitled to rely on the authority of any general partner, joint venturer, or successor trustee, or president or vice president (as the case may be), of any such entity the same as if such person were the person originally signing this Agreement on behalf of such entity.

11.11. Other Business. Each Partner, including the General Partner, may be engaged in a business or businesses other than that of the Partnership and may acquire properties for its own account or jointly with others or in any other capacity without being accountable or liable to the Partnership for the breach of any fiduciary obligation. These activities may be organized for purposes of engaging in activities similar to the activities of the Partnership, even if in competition with the Partnership, and the Partnership shall not have any rights in and to such independent ventures or the income or profits derived therefrom.

11.12 Partition Rights. Only the General Partner shall have the right to the partition of any Partnership property, real or personal, and to take any action or initiate or prosecute any judicial proceeding for the partition, or the partition and sale of any Partnership property.

IN WITNESS WHEREOF, this Agreement is effective as of the day and year first above written.

GENERAL PARTNER:

FIRST CASH CREDIT MANAGEMENT,
L.L.C., a Texas limited liability company

Address: 690 East Lamar Blvd., Suite 400
Arlington, Texas 76011

By: /s/ R. Douglas Orr, Manager
R. Douglas Orr, Manager

LIMITED PARTNER:

FIRST CASH CORP., a Delaware corporation

Address: 1011 Centre Road, Suite 322
Wilmington, Delaware 19805

By: /s/ Rick L. Wessel, President
Rick L. Wessel, President

CERTIFICATE OF LIMITED PARTNERSHIP
OF
FIRST CASH CREDIT, LTD.

1.	Name of Partnership:	First Cash Credit, Ltd.
2.	Address of Principal Office:	690 East Lamar Blvd., Suite 400 Arlington, Texas 76011 Attention: R. Douglas Orr
3.	Name and Address of Registered Office and Registered Agent:	R. Douglas Orr 690 East Lamar Blvd., Suite 400 Arlington, Texas 76011
4.	General Partner:	
	Name:	First Cash Credit Management, LLC
	Mailing Address:	690 East Lamar Blvd., Suite 400 Arlington, Texas 76011 Attention: R. Douglas Orr
	Street Address of Business:	690 East Lamar Blvd., Suite 400 Arlington, Texas 76011 Attention: R. Douglas Orr
5.	Other Matters:	The General Partner has determined not to include any other matters.

Executed this 14th day of June, 2005.

GENERAL PARTNER:

FIRST CASH CREDIT MANAGEMENT, LLC.

By: /s/ R. Douglas Orr, Manager
R. Douglas Orr, Manager

Exhibit 3.13

FILED
In the Office of the
Secretary of State of Texas
DEC 29 2000
Corporations Section

CERTIFICATE OF LIMITED PARTNERSHIP
OF
FIRST CASH, LTD.

(A Texas Limited Partnership)

1.	Name of Partnership:	First Cash, Ltd.
2.	Address of Principal Office:	690 East Lamar, Suite 400 Arlington, Texas 76011 Phone: (817) 460-3947 Fax: (817) 461-7019
3.	Name and Address of Registered Agent and Registered Office:	Rick L. Wessel 690 East Lamar, Suite 400 Arlington, Texas 76011
4.	General Partner:	
	Name:	First Cash Management, L.L.C., a Delaware limited liability company
	Mailing Address:	200 West Ninth Street, Suite 102 Wilmington, Delaware 19801
	Street Address of Business:	200 West Ninth Street, Suite 102 Wilmington, Delaware 19801
5.	Other Matters	The General Partner has determined not to include any other matters.

EXECUTED as of the 28th day of December, 2000.

GENERAL PARTNER:

FIRST CASH MANAGEMENT, L.L.C., a Delaware limited liability company

By: /s/ Rick L. Wessel
Rick L. Wessel, Manager

[SEAL]

The State of Texas
Secretary of State

DEC. 29, 2000

HAYNES AND BOONE LLP
600 CONGRESS AVE., STE. 1600
AUSTIN, TX 78701

RE:
FIRST CASH, LTD.

FILING NUMBER 00144861-10

IT HAS BEEN OUR PLEASURE TO APPROVE AND PLACE ON RECORD YOUR CERTIFICATE OF LIMITED PARTNERSHIP.

THE APPROPRIATE EVIDENCE IS ATTACHED FOR YOUR FILES AND THE ORIGINAL HAS BEEN FILED IN THIS OFFICE.

PAYMENT OF THE FILING FEE IS ACKNOWLEDGED BY THIS LETTER.

IF WE CAN BE OF FURTHER SERVICE AT ANY TIME, PLEASE LET US KNOW.

/s/ Elton Bomer
Elton Bomer, Secretary of State

[SEAL]

Exhibit 3.14

AGREEMENT OF LIMITED PARTNERSHIP

OF

FIRST CASH, LTD.

THE SECURITIES REPRESENTED BY THIS INSTRUMENT HAVE BEEN ACQUIRED FOR INVESTMENT AND HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY STATE SECURITIES LAWS. WITHOUT REGISTRATION, THESE SECURITIES MAY NOT BE SOLD, PLEDGED, HYPOTHECATED, OR OTHERWISE TRANSFERRED AT ANY TIME WHATSOEVER, EXCEPT ON DELIVERY TO THE PARTNERSHIP OF AN OPINION OF COUNSEL SATISFACTORY TO THE GENERAL PARTNER OF THE PARTNERSHIP THAT REGISTRATION IS NOT REQUIRED FOR THE TRANSFER, OR THE SUBMISSION TO THE GENERAL PARTNER OF THE PARTNERSHIP OF OTHER EVIDENCE SATISFACTORY TO THE GENERAL PARTNER TO THE EFFECT THAT ANY TRANSFER WILL NOT BE IN VIOLATION OF THE SECURITIES ACT OF 1933, AS AMENDED, AND APPLICABLE STATE SECURITIES LAWS OR ANY RULE OR REGULATIONS PROMULGATED THEREUNDER. ADDITIONALLY, ANY SALE OR OTHER TRANSFER OF THESE SECURITIES IS SUBJECT TO CERTAIN RESTRICTIONS THAT ARE SET FORTH IN THIS AGREEMENT OF LIMITED PARTNERSHIP.

THE SECURITIES REPRESENTED BY THIS INSTRUMENT ARE SUBJECT TO ANY OTHER RESTRICTIONS ON TRANSFER DESCRIBED HEREIN.

AGREEMENT OF LIMITED PARTNERSHIP

OF

FIRST CASH, LTD.

THIS AGREEMENT OF LIMITED PARTNERSHIP (the "Agreement") is made as of the 29th day of December, 2000, by and between First Cash Management, L.L.C., a Delaware limited liability company, as the general partner, and First Cash Corp., a Delaware corporation, as the limited partner, and they together hereby form a limited partnership (the "Partnership") under the Texas Revised Limited Partnership Act, art. 6132a-1 of Vernon's Civil Statutes (the "Act").

WHEREAS, the Partners (hereinafter defined) desire to (i) own and operate a pawn shop, check cashing and loan business and to provide administrative, accounting and data processing services to Affiliates of First Cash Financial Services, Inc. (the "Business"); and (ii) to more fully set forth their agreement regarding owning and dealing with assets of the Business.

NOW, THEREFORE, to state the entire agreement of the Partners with respect to their rights and obligations as Partners and with respect to the Partnership and its affairs, and in consideration of these business premises, it is hereby agreed as follows:

ARTICLE 1. GENERAL

1.1. Formation. The Partners hereby form the Partnership pursuant to the Act. Except as otherwise provided in this Agreement, the rights and liabilities of the Partners are governed by the Act.

1.2. Name. The name of the Partnership is "First Cash, Ltd." The business of the Partnership shall be conducted under that name or another appropriate name selected by the General Partner.

1.3. Principal Office, Registered Office and Agent. The principal office of the Partnership is located at 690 East Lamar, Suite 400 Arlington, Texas 76011, or at another place designated by the General Partner. The registered office of the Partnership is located at 690 East Lamar, Suite 400 Arlington, Texas 76011. The registered agent for service of process is Rick L. Wessel whose business office is located at the same address as the registered office of the Partnership.

1.4. Term. The Partnership is formed on the date that the certificate of limited partnership required by the Act is filed with the Secretary of State of Texas unless a later date is specified therein and; unless sooner terminated or extended by mutual consent of the Partners or pursuant to this Agreement, continues until December 31, 2050.

1.5. Purposes. The purposes of the Partnership are to own and operate the Business directly and/or indirectly through a partnership (whether general or limited); provided, however, that the Partnership may engage in any other lawful business or investment activity with the Approval of the Partners.

1.6. Powers. Subject to the limitations contained in this Agreement, the Partnership purposes shall be accomplished by the General Partner's taking any action permitted under this Agreement or under the Act or which is customary or reasonably related to the ownership and operation of the Business. The relationship between and among the Partners is limited to the carrying on of the business of the Partnership in accordance with this Agreement. That relationship shall be construed and deemed to be a limited partnership for the sole and limited purpose of carrying on that business. This Agreement does not create a general partnership between the parties or authorize any party to act as general agent for any other party.

ARTICLE 2. DEFINITIONS

2.1. Definitions. In this Agreement, the following terms, unless the context otherwise requires, have the meanings indicated:

"Accountant" means the certified public accountant or firm of certified public accountants, if any, selected by the General Partner, to perform accounting functions on behalf of the Partnership.

"Affiliate" means, with respect to any Person, any other Person directly or indirectly controlling, controlled by, or under common control with such Person. A Person shall be deemed to control another Person if such Person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of such other Person, or the power to appoint or dismiss the directors of or others performing similar functions for such other Person, whether through the ownership of voting securities, by contract or otherwise.

"Approval of the Partners" or "Approved by the Partners" means the affirmative approval of the General Partner and of more than fifty percent (50%) of the Percentage Interests of the Partners then entitled to vote.

"Bankruptcy" means, for any Partner, that Partner's taking or acquiescing in the taking of an action seeking relief under, or advantage of, an applicable debtor relief, liquidation, receivership, conservatorship, bankruptcy, moratorium, rearrangement, insolvency, reorganization, or similar law affecting the rights or remedies of creditors generally, as in effect from time to time.

"Code" means the Internal Revenue Code of 1986, as amended from time to time (or any corresponding provisions of succeeding law).

"General Partner" means the party named as such in the opening recital of this Agreement, and any other Person who becomes the or a general partners of the Partnership pursuant to this Agreement.

"Limited Partners" means the parties named as such in the opening recital of this Agreement, and any other Person who becomes an additional or substitute limited partners of the Partnership pursuant to this Agreement.

"Operating Expenses" means the costs, expenses, or charges incurred by the Partnership, including, without limitation, amortization of intangible assets, taxes, interest and debt amortization, intangible amortization of intangible assets, insurance premiums, repairs, maintenance, management fees or salaries, advertising expenses, professional fees, wages, utility costs, and all other expenses incurred in the day-to-day operation of any business similar to the Partnership's business(es).

"Partners" means, collectively, the General Partner and the Limited Partner or their successors or assigns, and "Partner" means any one of the Partners.

"Partnership Interest" means the entire ownership interest of a Partner in the Partnership at any particular time, including the rights and obligations of the Partner under this Agreement and the Act.

"Percentage Interest" means the basic interest in the Partnership received by a Partner, expressed as a percentage in Section 3.1, as adjusted from time to time as provided in this Agreement.

"Person" means any corporation, partnership, co-tenancy, joint venture, individual, trust, or any other legal entity, whether or not a party to this Agreement.

"Prime Rate" means the reference rate from time to time during the term of this Agreement of Bank of America, N.A., or if that bank is no longer in existence, the reference rate or prime rate of the largest bank then operating in Fort Worth, Texas.

"Pro Rata" means the ratio determined by dividing the Percentage Interests of Partners to whom a particular provision of this Agreement is stated to apply by the aggregate of the Percentage Interests of all Partners to whom that provision is stated to apply.

"Regulations" means the Income Tax Regulations, including Temporary Regulations, promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

2.2. Other Definitions. All terms used in this Agreement which are not defined in this Article 2 have the meanings contained elsewhere in this Agreement.

ARTICLE 3. CAPITALIZATION

3.1. Percentage Interests. The Partners' Percentage Interests are as follows:

First Cash Management, L.L.C.	1.0%
First Cash Corp., a Delaware corporation	99.0%

3.2. Capital Contributions. The General Partner shall contribute the sum of one thousand dollars ($1,000) to the capital of the Partnership at the time of execution of this Agreement. The Limited Partner shall contribute the assets described in Exhibit A to the capital of the Partnership at the time of execution of this Agreement. Thereafter, each of the Partners shall make contributions to the capital of the Partnership Pro Rata. If the General Partner determines at any time that additional working capital in excess of the amounts which the Partnership is able to borrow is required in order to meet anticipated future working capital needs, then the General Partner shall notify the Limited Partner of (i) the aggregate capital contributions that the Partnership requires, (ii) the amount of the Limited Partner's required contribution ("Additional Contribution") and (iii) the due date for that contribution.

3.3. Capital Accounts. The Partnership shall maintain capital accounts ("Capital Accounts") in the manner provided in section 704(b) of the Code and Regulations § 1.704-1(b), both as modified from time to time.

3.4. Borrowings. If the General Partner, in its sole discretion, determines that additional capital is required by the Partnership, then the Partnership may borrow money from third parties or from any Partner. The Partners may, but are not obligated to, lend money to the Partnership to fund any operating deficits or other current cash requirements of the Partnership. The unpaid principal balance of loans from Partners ("Partner Loans") shall bear interest at the lesser of the highest lawful rate or two percent (2.0 %) above the Prime Rate and shall be payable from cash distributions pursuant to Sections 4.2 and 10.2, unless other terms are Approved by the Partners.

3.5. Depositories. One or more accounts may be maintained for the Partnership at any commercial financial institution or depository chosen by the General Partner. The funds of the Partnership shall not be commingled with the funds of any other person. Checks may be drawn on the Partnership account or accounts only for the purposes of the Partnership and shall be signed by the General Partner or by its duly authorized representatives.

ARTICLE 4. ALLOCATIONS AND DISTRIBUTIONS

4.1. Allocation of Profits and Losses. All profits, losses, tax credits and other taxable items shall be allocated among the Partners Pro Rata.

4.2. Distributions. Subject to Section 10.2 and Section 10.3, the Partnership shall make distributions as determined by the General Partner, in accordance with the following priority:

(a) First: to cover Operating Expenses and to establish and fund a reserve against future expenses of the Partnership;

(b) Second: to cover debt service of the Partnership (other than Partner Loans;

(c) Third: to the Partners who have made Partner Loans in an amount equal to the unpaid portion of any Partner Loans, with such payments to be applied first to accrued but unpaid interest and then to the outstanding principal balances of such Partner Loans;

(d) Fourth: to the Partners Pro Rata.

4.3. Regulatory Compliance. The Partners shall exercise the utmost good faith in cooperating to amend this Agreement to effect the changes, if any, recommended by the Partnership's professional tax advisers to cause compliance with section 704(b) of the Code and the Regulations promulgated thereunder.

ARTICLE 5. RIGHTS, OBLIGATIONS AND STATUS OF LIMITED PARTNERS

5.1. General. The Limited Partners have all of the rights, and is afforded the status, of a limited partner under the Act. No Limited Partner shall participate in the management or control of the Partnership's business, transact any business for the Partnership, or have power to act for or bind the Partnership except as set forth herein.

5.2. Limitation on Liability. No Limited Partner has any personal liability whatsoever, whether to the Partnership, the General Partner or any creditor of the Partnership, for the debts, expenses, liabilities, or obligations of the Partnership, unless he otherwise agrees in a separate writing with a third party creditor of the Partnership.

5.3. Bankruptcy; Death. None of the Bankruptcy, death, disability, or declaration of incompetence of a Limited Partner shall cause a dissolution of the Partnership, but the rights of the Limited Partner to share in the profits and losses of the Partnership and to receive distributions of Partnership funds shall, on the happening of one of these events, devolve on the Limited Partner's estate, legal representative, or successors in interest, as the case may be, subject to the terms and conditions of this Agreement, and the Partnership shall continue as a limited partnership. The Limited Partner's estate, representative, or successors in interest are liable for all of the unsatisfied obligations, if any, of the Limited Partner. In no event shall the estate, representative, or successors in interest become a substituted limited partner, as that term is used in the Act.

ARTICLE 6. MANAGEMENT AND CONDUCT

6.1. Rights of the General Partner. The General Partner shall have the exclusive right, power and authority to take any action without the Approval of the Partners other than the following actions which the General Partner has no right, power or authority to do without the prior approval of the Partners:

(a) Sell, exchange, assign, transfer, convey, or otherwise dispose of all or a substantial portion of the Business;

(b) Enter any business unrelated to the Business;

(c) Admit any additional General Partner or Limited Partner to the Partnership; or

(d) Amend this Agreement.

6.2. Duties. The General Partner shall manage and control the Partnership and its business and affairs in accordance with the standards of the industry, and shall use reasonable, good faith efforts to carry out the business of the Partnership. The General Partner shall devote itself to the business of the Partnership to the extent required to carry out the business of the Partnership, but is not precluded from being involved in other businesses or activities. The General Partner shall perform its duties under this Agreement with ordinary prudence and in a manner characteristic of a businessman in similar circumstances. The General Partner may execute on behalf of the Partnership contracts or agreements with affiliates of the General Partner so long as the contracts or agreements are on a fair market, arm's-length, competitive basis, are otherwise specifically authorized by this Agreement, or are Approved by the Partners.

6.3 Execution of Documents. All Partners shall, on the request of the General Partner, promptly execute all documents and instruments necessary or helpful in carrying out Partnership actions that have been properly authorized.

6.4 Compensation and Reimbursement. The General Partner shall be paid reasonable compensation for its services rendered hereunder as General Partner. The General Partner shall not be reimbursed for its overhead allocable to the business of the Partnership; provided, however, that the General Partner shall be reimbursed by the Partnership for any and all reasonable out-of-pocket expenses, fees, and costs incurred in connection with the organization, business, and affairs of the Partnership.

6.5. Indemnification of the General Partner. The General Partner shall be indemnified and held harmless by the Partnership, including advancement of expenses, but only to the extent that the Partnership assets are sufficient therefor, from and against all claims, liabilities, and expenses arising out of any management of Partnership affairs, but excluding those caused by the negligence or willful misconduct of the General Partner, subject to all limitations and requirements imposed by the Act. These indemnification rights are in addition to any rights that the General Partner may have against third parties.

6.6. Removal of General Partner. The General Partner may be removed and a new General Partner appointed at any time, including after the occurrence of an event described in Section 9.1(a) or Section 9.1(b), by vote of more than fifty percent (50.0%) of the Percentage Interests of the Partners. If the new General Partner is not then a Partner, the new General Partner shall pay fair market value for a one percent (1%) Partnership Interest and the Partners shall be diluted Pro Rata. A General Partner removed under this Section 6.6 shall become a Limited Partner but shall have no rights other than the rights of a Limited Partner.

ARTICLE 7. BOOKS OF ACCOUNT, REPORTS, FISCAL YEAR AND BANK ACCOUNTS

7.1. Books and Records; Fiscal Year. The books and records of the Partnership shall, at the cost and expense of the Partnership, be kept or caused to be kept at the principal place of business of the Partnership or the Accountant, and shall be available for inspection by any Limited Partner. The books and records shall be kept on the basis of a calendar year, and shall reflect all Partnership transactions and be appropriate and adequate for conducting the Partnership's business. The General Partner shall choose the Partnership's accounting method. The General Partner shall maintain the records required to be kept pursuant to Section 1.07 of the Act.

7.2. Reports. As soon as practicable after the end of each full calendar quarter in which the Partnership conducts business, upon a Limited Partner's request, the General Partner shall cause to be sent to that Limited Partner the financial and operating information for the preceding quarter. Within 75 days after the end of each Partnership fiscal year, the General Partner shall cause the Accountant to prepare and furnish to each Limited Partner, at Partnership expense, a balance sheet of the Partnership (dated as of the end of the fiscal year then ended), and a related statement of income, loss, and change in financial position for the Partnership (for the same year), consisting essentially of a compilation of the information provided to the Accountant by the General Partner.

7.3. Tax Matters. The Partners intend for the Partnership to be treated, for federal, state, and municipal income and franchise tax purposes, as a partnership. The General Partner shall cause the Accountant to prepare all federal, state and local income and other tax returns that the Partnership is required to file. The General Partner is the tax matters partner of the Partnership pursuant to section 6231(a)(7) of the Code.

ARTICLE 8. TRANSFER OF PARTNERSHIP INTERESTS

8.1. Transfers by Partners. Each Limited Partner may sell, assign or otherwise transfer all or any portion of its Partnership Interest only upon the prior written approval of the General Partner. The General Partner shall have a right of first refusal on a Limited Partner's sale of its Partnership Interest. The General Partner may transfer its Partnership Interest only upon the prior written Approval of the Partners subject to a right of first refusal in favor of the Limited Partners.

8.2. Tax Matters. On the transfer of all or part of a Partnership Interest, at the request of the transferee of the interest, the General Partner may, in its sole discretion, cause the Partnership to elect, pursuant to section 754 of the Code to adjust the tax basis of the Partnership properties as provided by sections 734 and 743 of the Code. Any transfer pursuant to this Article 8 that would cause a constructive termination of the Partnership under section 708 of the Code shall be subject to the Approval of the Partners.

ARTICLE 9. DISSOLUTION

9.1. Causes. The Partnership shall be dissolved on the first to occur of any of the following events, and each Partner hereby expressly waives any right that it might otherwise have to dissolve the Partnership:

(a) The Bankruptcy, or any other occurrence that would legally disqualify the General Partner from acting under this Agreement;

(b) The retirement, resignation, or withdrawal from the Partnership by the General Partner;

(c) The execution by the Partners of an instrument dissolving the Partnership;

(d) An event requiring such action under the Act; or

(e) The expiration of the term set forth in Section 1.4.

Nothing contained in this Section 9.1 is intended to grant to a Partner the right to dissolve the Partnership at will (by retirement, resignation, withdrawal or otherwise), or to exonerate a Partner from liability to the Partnership and the remaining Partners if it dissolves the Partnership at will. A dissolution at will of the Partnership is in contravention of this Agreement for purposes of Section 31(2) of the Texas Uniform Partnership Act or any successor statute.

9.2. Reconstitution. If dissolution of the Partnership results from the occurrence of an event described in Section 9.1 (a) or Section 9.1 (b), then the Partnership may be reconstituted and its business continued pursuant to Section 8.03 of the Act. If a reconstitution is completed, an appropriate amendment to this Agreement and, if necessary, to the Certificate shall be executed and, in the case of the Certificate, if necessary, appropriately filed of record. The rights of the remaining Partners after reconstitution, and the rights and liabilities of any Partner wrongfully dissolving the Partnership in contravention of this Agreement, shall be as provided for under Texas law.

9.3. Interim Manager. If the Partnership is dissolved as a result of an event described in Section 9.1(a) or Section 9.1(b), the General Partner, subject to the Approval of the Partners, or the Partners holding more than fifty percent (50.0%) of the Percentage Interests of the Partners may appoint an interim manager of the Partnership, who shall have and may exercise all the rights, powers and duties of the General Partner under this Agreement, until (i) the new General Partner is appointed pursuant to Section 6.6 or elected pursuant to Section 9.2, if the Partnership is reconstituted, or (ii) a liquidator is appointed pursuant to Section 10.1, if the Partnership is not reconstituted.

9.4 Bankruptcy Provisions. On the Bankruptcy of a General Partner, the trustee or debtor-in-possession (collectively, the “trustee”) automatically has the status of an assignee of that General Partner’s Partnership Interest under Section 27 of the Texas Uniform Partnership Act, art. 6132b of the Texas Revised Civil Statutes Annotated. Unless otherwise required by applicable law, it is the intent of the Partners that a voluntary filing of a case under Chapter 11 of the Bankruptcy Code, 11 U.S.C. §§101 et seq. by the Partnership or a General Partner not be considered to effect an automatic dissolution of the Partnership under the Act. Rather, that determination of whether or not to dissolve the Partnership should be made by the General Partner, subject to Approval of the Partners, on a filing by the Partnership, and by the Limited Partner on a filing by the General Partner. Any entity to which a Partner’s rights are assigned pursuant to the provisions of the Bankruptcy Code, shall be deemed without further act to have assumed all of the obligations arising under this Agreement on and after the effective date of the assignment. On demand, any such assignee shall execute and deliver to each other party to this Agreement an instrument confirming that assumption. A failure to deliver the assumption agreement is a default under this Agreement by the assignee.

ARTICLE 10. WINDING UP AND TERMINATION

10.1. General. If the Partnership is dissolved and is not reconstituted, then the General Partner shall begin to wind up the affairs of the Partnership and to liquidate and sell its assets, all pursuant to Section 8.04 of the Act. Subject to Section 6.1, the General Partner shall determine the time, manner and terms of any sale or sales of Partnership property pursuant to such liquidation, having due regard to the activity and condition of the relevant market and general financial and economic conditions.

10.2. Liquidation. In the course of the winding up and terminating of the business and affairs of the Partnership, its assets (other than cash) shall be sold, its liabilities and obligations to creditors and all expenses incurred in its liquidation shall be paid, and all resulting items of Partnership income, gain, loss or deduction shall be credited or charged to the Capital Accounts of the Partners in accordance with Article 3. All Partnership property shall be sold on liquidation of the Partnership, and no Partnership property shall be distributed in kind to the Partners, unless it is distributed in proportion to the amounts that each Partner is due under this Section 10.2. Thereafter, the net proceeds from those sales (after deducting all selling costs and expenses in connection therewith), together with (at the expiration of the one-year period referred to in Section 10.3) the balance in the reserve account referred to in Section 10.3, shall be distributed among the Partners in accordance with the then credit balances in their Capital Accounts in the following order of priority:

(a) First, to the Partners who have made Partner Loans in an amount equal to the unpaid portion of any Partner Loans, with such payments to be applied first to accrued but unpaid interest and then to the outstanding principal balances of such Partner Loans;

(b) Second, to the Partners with a positive Capital Account Pro Rata; and

(c) Third, to the Partners Pro Rata.

The General Partner shall be instructed to use all reasonable efforts to effect complete liquidation of the Partnership within one year after the date on which the Partnership is dissolved. Each holder of a Partnership Interest shall look solely to the assets of the Partnership for all distributions and shall have no recourse therefor (on dissolution or otherwise) against the Partnership or the other Partner. On the completion of the liquidation of the Partnership and the distribution of all Partnership funds, the Partnership shall terminate and the General Partner has the authority to execute and record all documents required to effectuate the dissolution and termination of the Partnership.

10.3. Creation of Reserves. After making payment or provision for payment of all fixed and determinable debts and liabilities of the Partnership and all expenses of liquidation, the General Partner may set up, for a period not to exceed one year after the date of dissolution, the cash reserves that the General Partner deems reasonably necessary for any contingent or unforeseen liabilities or obligations of the Partnership.

10.4. Final Audit. Within a reasonable time following the completion of the liquidation, the General Partner shall supply to the Limited Partner a statement which shall set forth the assets and the liabilities of the Partnership as of the date of complete liquidation, each Partner’s pro rata portion of distributions pursuant to Section 10.2, and the amount retained as reserves by the General Partner pursuant to Section 10.3.

10.5. Compliance With Regulations. If the Partnership is "liquidated" within the meaning of Regulations § 1.704-1(b)(2)(ii)(g), distributions shall be made to Partners with positive Capital Accounts in compliance with Regulations § 1.704-1(b)(2)(ii)(b)(2). Notwithstanding anything to the contrary in this Agreement, upon such liquidation, any Partner with a negative balance in its Capital Account shall be required to contribute to the Partnership an amount equal to that negative balance. Distributions pursuant to Section 10.2 may be made to a trust established for the benefit of the Partners for the purposes of liquidating Partnership assets, collecting amounts owed to the Partnership, and paying contingent or unforeseen liabilities or obligations of the Partnership.

ARTICLE 11. MISCELLANEOUS

11.1. Notices. Any notice provided or permitted to be given under this Agreement must be in writing and may be mailed or hand delivered. For purposes of notices, the addresses of the Partners are set forth on the signature page hereof.

11.2. Interpretation. The construction and validity of this Agreement and the rights and obligations of the respective parties hereunder shall be governed by and interpreted and enforced in accordance with the laws of the State of Texas.

11.3. Terms. Common nouns and pronouns shall be deemed to refer to the masculine, feminine, neuter, singular, and plural, as the identity of the person or persons, firm or corporation may in the context require. Any reference to the Code or other statutes or laws shall include all amendments, modifications, or replacements of the specific sections and provisions concerned.

11.4. Amendment. This Agreement may not be amended, altered or modified except by an instrument in writing signed by all of the Partners (or the duly-authorized agent of any party), excluding Partners who have transferred their Partnership Interest to an assignee pursuant to Article 8.

11.5. Severability. If any provision of this Agreement or the application to any person or circumstances shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

11.6. No Third-Party Beneficiary. This Agreement is made solely and specifically between and for the benefit of the parties hereto and their respective successors and assigns, subject to the expressed provisions hereof relating to successors and assigns, and no other person, individual, corporation or entity whatsoever has any rights, interest, or claims hereunder or is or will be entitled to any benefits under or on account of this Agreement as a third-party beneficiary or otherwise unless specifically provided in this Agreement.

11.7. Binding Effect. Subject to the provisions of this Agreement relating to the transferability, this Agreement shall be binding upon and inure to the benefit of the parties signatory hereto, and their respective distributees, successors and assigns.

11.8. Complete Agreement. This Agreement constitutes the complete and exclusive statement of the agreement between the Partners and replaces and supersedes all prior agreements, except for any agreement executed contemporaneously herewith by and among the Partners or any of them contemporaneously herewith, this Agreement supersedes all written and oral statements, and no representation, statement, condition, or warranty not contained in this Agreement shall be binding on the Partners or have any force or effect whatsoever. It is agreed that no Partner has rendered any services to or on behalf of any other Partner or the Partnership and that no Partner shall have any rights with respect to any services which might be alleged to have been rendered.

11.9. Title to Partnership Property. To the extent that the property of the Partnership is held in the name of the General Partner, such property shall be deemed held by the General Partner as agent and nominee for and on behalf of the Partnership. Any other property acquired by or standing in the name of any Partner shall be conclusively presumed not to be Partnership property, unless an instrument in writing, signed by such Partner, shall specify to the contrary.

11.10. Reliance on Authority of Persons Signing Agreement. If a Partner is a trust (with or without disclosed beneficiaries), partnership, limited partnership, joint venture, corporation, or any entity other than a natural person, the Partnership and the General Partner (i) are not required to determine the authority of the person signing this Agreement to make any commitment or undertaking on behalf of such entity or to determine any fact or circumstance bearing upon the existence of the authority of such person; (ii) are not required to see to the application or distribution of proceeds paid or credited to persons signing this Agreement on behalf of such entity; (iii) are entitled to rely on the authority of the person signing this Agreement with respect to the giving of consent on behalf of such entity in connection with any matter for which consent is permitted or required under this Agreement; and (iv) are entitled to rely on the authority of any general partner, joint venturer, or successor trustee, or president or vice president (as the case may be), of any such entity the same as if such person were the person originally signing this Agreement on behalf of such entity.

11.11. Other Business. Each Partner, including the General Partner, may be engaged in a business or businesses other than that of the Partnership and may acquire properties for its own account or jointly with others or in any other capacity without being accountable or liable to the Partnership for the breach of any fiduciary obligation. These activities may be organized for purposes of engaging in activities similar to the activities of the Partnership, even if in competition with the Partnership, and the Partnership shall not have any rights in and to such independent ventures or the income or profits derived therefrom.

11.12 Partition Rights. Only the General Partner shall have the right to the partition of any Partnership property, real or personal, and to take any action or initiate or prosecute any judicial proceeding for the partition, or the partition and sale of any Partnership property.

IN WITNESS WHEREOF, this Agreement is effective as of the day and year first above written.

GENERAL PARTNER:

FIRST CASH MANAGEMENT, L.L.C., a
Delaware limited liability company

Address: 200 West Ninth Street Plaza, Suite 102
Wilmington, Delaware 19801

By: /s/ Rick L. Wessel, Manager
Rick L. Wessel, Manager

LIMITED PARTNER:

FIRST CASH CORP., a Delaware corporation

Address: 200 West Ninth Street Plaza, Suite 102
Wilmington, Delaware 19801

By: /s/ Rick L. Wessel, President
Rick L. Wessel, President

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED ARE TRUE AND CORRECT COPIES OF ALL DOCUMENTS ON FILE OF "FIRST CASH MANAGEMENT, L.L.C." AS RECEIVED AND FILED IN THIS OFFICE.

THE FOLLOWING DOCUMENTS HAVE BEEN CERTIFIED:

CERTIFICATE OF FORMATION, FILED THE TWENTY-EIGHTH DAY OF DECEMBER, A.D. 2000, AT 4:30 O'CLOCK P.M.

CERTIFICATE OF AMENDMENT, FILED THE FIRST DAY OF AUGUST, A.D. 2001, AT 1:53 O'CLOCK P.M.

CERTIFICATE OF CHANGE OF REGISTERED AGENT, FILED THE ELEVENTH DAY OF JULY, A.D. 2012, AT 7:10 O'CLOCK P.M.

CERTIFICATE OF CHANGE OF REGISTERED AGENT, FILED THE TWENTY-FIFTH DAY OF OCTOBER, A.D. 2012, AT 5:07 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CERTIFICATES ARE THE ONLY CERTIFICATES ON RECORD OF THE AFORESAID LIMITED LIABILITY COMPANY, "FIRST CASH MANAGEMENT, L.L.C.".

/s/ Jeffrey W. Bullock

3337591 8100H [SEAL] Jeffrey W. Bullock, Secretary of State

AUTHENTICATION: 1217681

140348252 ***DATE: 03-18-14***

You may verify this certificate online at corp.delaware.gov/authver.shtml

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 04:30 PM 12/28/2000
001656824 – 3337591

CERTIFICATE OF FORMATION

OF

FIRST CASH MANAGEMENT, L.L.C.

This Certificate of Formation of **First Cash Management, L.L.C.** (the "*L.L.C.*") is being duly executed and filed by Rick L. Wessel as an authorized person to form a limited liability company under the Delaware Limited Liability Company Act (6 Del.C. §18-101, *et seq.*).

FIRST. The name of the limited liability company formed hereby is First Cash Management, L.L.C.

SECOND. The address of the registered office of the L.L.C. in the State of Delaware is:

200 West Ninth Street, Suite 102
Wilmington, Delaware 19801

THIRD. The name and address of the registered agent for service of process on the L.L.C. in the state of Delaware are:

The Delaware Corporation Agency, Inc.
200 West Ninth Street, Suite 102
Wilmington, Delaware 19801

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation as of the 28th day of December, 2000.

/s/ Rick L. Wessel
Rick L. Wessel
Authorized Person

CERTIFICATE OF AMENDMENT
OF
FIRST CASH MANAGEMENT, L.L.C.

1. The name of the limited liability company is First Cash Management, L.L.C.

2. The Certificate of Formation of the limited liability company is hereby amended as follows:

The registered office of First Cash Management, L.L.C. in the State of Delaware is:

200 West Ninth Street Plaza
Wilmington, Delaware 19801

The name and address of the registered agent for service of process on First Cash Management, L.L.C. in the State of Delaware is:

Belfint, Lyons & Shuman, P.A.
200 West Ninth Street Plaza
Wilmington, Delaware 19801

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Amendment of First Cash Management, L.L.C. this 24th day of January, 2001.

/s/ Rick L. Wessel
Rick L. Wessel

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 01:53 PM 08/01/2001
010374677 – 3337591

State of Delaware
Secretary of State
Division or Corporations
Delivered 08:21 PM 07/11/2012
FILED 07:10 PM 07/11/2012
SRV 120827886 – 3337591 FILE

STATE OF DELAWARE
CERTIFICATE OF AMENDMENT CHANGING ONLY THE
REGISTERED OFFICE OR REGISTERED AGENT OF A
LIMITED LIABILITY COMPANY

The limited liability company organized and existing under the Limited Liability Company Act of the State of Delaware, hereby certifies as follows:

1. The name of the limited liability company is FIRST CASH MANAGEMENT, L.L.C.

2. The Registered Office of the limited liability company in the State of Delaware is changed to Corporation Trust Center 1209 Orange Street (street), in the City of Wilmington, Zip Code 19801. The name of the Registered Agent at such address upon whom process against this limited liability company may be served is THE CORPORATION TRUST COMPANY.

By: /s/ Rick L. Wessel
Authorized Person

Name: Rick L. Wessel
Print or Type

State of Delaware
Secretary of State
Division of Corporations
Delivered 05:17 PM 10/25/2012
FILED 05:07 PM 10/25/2012
SRV 121167908 – 3337591 FILE

STATE OF DELAWARE
CERTIFICATE OF AMENDMENT CHANGING ONLY THE
REGISTERED OFFICE OR REGISTERED AGENT OF A
LIMITED LIABILITY COMPANY

The limited liability company organized and existing under the Limited Liability Company Act of the State of Delaware, hereby certifies as follows:

1. The name of the limited liability company is FIRST CASH MANAGEMENT, L.L.C.

2. The Registered Office of the limited liability company in the State of Delaware is changed to 2711 Centerville Road, Suite 400 (street), in the City of Wilmington, Zip Code 19808. The name of the Registered Agent at such address upon whom process against this limited liability company may be served is Corporation Service Company.

By: /s/ Maureen Cathell
Authorized Person

Name: Maureen Cathell
Print or Type

Exhibit 3.16

LIMITED LIABILITY COMPANY AGREEMENT

OF

FIRST CASH MANAGEMENT, L.L.C.

(A Delaware Limited Liability Company)

THE MEMBERSHIP INTERESTS REFERENCED HEREIN HAVE BEEN ACQUIRED FOR INVESTMENT AND HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY STATE SECURITIES LAWS. WITHOUT REGISTRATION, THESE SECURITIES MAY NOT BE SOLD, PLEDGED, HYPOTHECATED, OR OTHERWISE TRANSFERRED AT ANY TIME WHATSOEVER, EXCEPT ON DELIVERY TO THE COMPANY OF AN OPINION OF COUNSEL SATISFACTORY TO THE MEMBERS OF THE COMPANY THAT REGISTRATION IS NOT REQUIRED FOR THE TRANSFER, OR THE SUBMISSION TO THE MEMBERS OF THE COMPANY OF OTHER EVIDENCE SATISFACTORY TO THE MEMBERS TO THE EFFECT THAT ANY TRANSFER WILL NOT BE IN VIOLATION OF THE SECURITIES ACT OF 1933, AS AMENDED, AND APPLICABLE STATE SECURITIES LAWS OR ANY RULE OR REGULATIONS PROMULGATED THEREUNDER. ADDITIONALLY, ANY SALE OR OTHER TRANSFER OF INTERESTS ARE SUBJECT TO CERTAIN RESTRICTIONS THAT ARE SET FORTH IN THIS LIMITED LIABILITY COMPANY AGREEMENT.

Limited Liability Company Agreement of
First Cash Management, L.L.C.

LIMITED LIABILITY COMPANY AGREEMENT

OF

FIRST CASH MANAGEMENT, L.L.C.

TABLE OF CONTENTS

LIMITED LIABILITY COMPANY AGREEMENT

OF

FIRST CASH MANAGEMENT, L.L.C.

This Limited Liability Company Agreement (the "**Agreement**") dated as of the 28th day of December, 2000, is hereby duly adopted as the Agreement of First Cash Management, L.L.C., a Delaware limited liability company (the ***"Company"***), by the sole Member.

The Certificate of Formation of the Company (the "***Certificate***"), was filed in the Office of the Secretary of State of the State of Delaware on the 28th day of December 2000, and the Secretary of State of the State of Delaware issued a Certificate of Formation on the same date.

ARTICLE I

DEFINITIONS

1.1 Definitions. The following terms used in this Agreement shall have the following meanings (unless otherwise expressly provided herein):

"Act" means the Delaware Limited Liability Company Act, as the same may be amended from time to time.

"Business Day" means a day other than a Saturday, Sunday or other day which is a nationally recognized holiday.

"Capital Contribution" means any contribution to the capital of the Company in cash or property by a Member whenever made.

"Certificate" means the Certificate of Formation of First Cash Management, L.L.C.

"Code" means the Internal Revenue Code of 1986, as amended.

"Company" means First Cash Management, L.L.C., a Delaware limited liability company.

"Distributable Cash" means all cash, revenues and funds received by the Company from the Company's operations, less the sum of the following to the extent paid or set aside by the Company: (i) all principal and interest payments on indebtedness of the Company and all other sums paid to lenders; (ii) all cash expenditures incurred incident to the normal operations of the Company's business; and (iii) such cash reserves as the Members deem reasonably necessary to the proper operation of the business of the Company.

"Entity" means any joint venture, general partnership, limited partnership, limited liability company, corporation, trust, business trust, cooperative, association or other incorporated or unincorporated entity.

"Fiscal Year" means the Company's fiscal year, which shall be the calendar year.

"Initial Capital Contribution" means the initial contribution to the capital of the Company made by a Member pursuant to this Agreement.

"IRS Regulations" means the Income Tax Regulations, including Temporary Regulations, promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

"Interest" means, with respect to each Member at any time, the ownership interest in the Company then held by that Member, which shall include the Units then held thereby.

"Majority" means, with respect to any referenced group of Members, a combination of any of such Members who, in the aggregate, own more than fifty percent (50%) of the Units of such referenced group of Members.

"***Member***" means each Person designated as a Member on Exhibit A, and each Person hereinafter admitted to the Company as a Member as provided in these Regulations, but does not include a Person who has ceased to be a Member.

"Membership Interest" means the entire equity interest of the Member in the Company and all rights and liabilities associated therewith, which shall be expressed as a percentage on Exhibit A.

"***Person***" means any individual or entity, and the heirs, executors, administrators, legal representatives, successors and assigns of that Person where the context so admits, and, unless the context otherwise requires, the singular shall include the plural, and the masculine gender shall include the feminine and the neuter and vice versa.

"Pro Rata" means the ratio determined by dividing the Interests of Members to whom a particular provision of these Regulations is stated to apply by the aggregate of the Interests of all Members to whom that provision is stated to apply.

"Units" means equal units of economic interest of all Members, and all rights and liabilities associated therewith, at any particular time, including, without limitation, rights to distributions (liquidating or otherwise) and allocations.

1.2 Other Definitional Provisions. All terms used in this Agreement that are not defined in this Article I have the meanings contained elsewhere in this Agreement. Defined terms used herein in the singular shall import the plural and vice versa.

ARTICLE II

FORMATION

2.1 Name and Formation. The name of the Company is "First Cash Management, L.L.C.." All business of the Company must be conducted in that name or in one or more other names that comply with applicable law and that are selected by the Members from time to time. The Company was formed as of the date set forth in the Preamble.

2.2 Principal Place of Business. The principal office and place of business of the Company are set forth on Exhibit A. The Company may locate its place(s) of business at any other place or places selected by the Members from time to time.

2.3 Registered Office and Agent. The registered office of the Company shall be the office of the initial registered agent named in the Certificate or such other office selected by the Members from time to time. The registered agent of the Company is the initial registered agent named in the Certificate or another Person or Persons selected by the Members from time to time.

2.4 Duration. The period of duration of the Company is perpetual from the date its Certificate was filed with the Secretary of State of the State Delaware, unless the Company is earlier dissolved in accordance with either the provisions of the Agreement or the Act.

2.5 Purposes and Powers.

(a) The purpose for which the Company is organized is to transact any or all lawful business for which limited liability companies may be organized under the Act.

(b) The Company shall have any and all powers which are necessary or desirable to carry out the purposes and business of the Company, to the extent the same may be legally exercised by limited liability companies under the Act. The Company shall carry out the foregoing activities pursuant to the arrangements set forth in the Certificate of the Company and this Agreement.

ARTICLE III

RIGHTS, DUTIES AND MEETINGS OF MEMBERS

3.1 Management. The powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company shall be managed under its Member or Members.

3.2 Place. All meetings of the Members shall be held at the principal office of the Company or at such other place within or without the State of Delaware as may be determined by the Members and set forth in the respective notice or waivers of notice of such meeting.

3.3 Annual Meetings. The annual meeting of the Members of the Company for the transaction of business as may properly come before the meeting shall be held at such time and date as shall be designated by the Members from time to time and stated in the notice of the meeting. Such annual meeting shall be called in the same manner as provided in this Agreement for special meetings of the Members, except that the purposes of such meeting must be enumerated in the notice of such meeting only to the extent required by law in the case of annual meetings.

3.4 Special Meetings. Special meetings of the Members may be called by the holders of not less than twenty-five percent (25%) of all Units. Business transacted at all special meetings shall be confined to the purposes stated in the notice.

3.5 Notice. Written or printed notice stating the place, day and hour of the meeting and, in the case of special meetings, the purpose or purposes for which the meeting is called, shall be delivered not less than ten (10) nor more than sixty (60) days before the date of the meeting, either personally or by mail, by or at the direction of the Members or Person calling the meeting, to each Member of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the Member’s address as it appears on the transfer records of the Company, with postage prepaid.

3.6 Quorum. A Majority of the Members shall constitute a quorum at all meetings of the Members, except as otherwise provided by law or the Certificate. Once a quorum is present at the meeting of the Members, the subsequent withdrawal from the meeting of any Member prior to adjournment or the refusal of any Member to vote shall not affect the presence of a quorum at the meeting. If, however, such quorum shall not be present at any meeting of the Members, the Members entitled to vote at such meeting shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until the holders of the requisite amount of Units shall be present or represented. At any meeting of the Members at which a quorum is present, the vote of a Majority of the Members shall be the act of the Members, unless the vote of a greater number is required by law, the Certificate or this Agreement.

3.7 Voting on Most Matters. For purposes of voting on matters for which the affirmative vote of the holders of a specified portion of the Units entitled to vote is required by the Act, at any meeting of the Members at which a quorum is present, the act of Members shall be the affirmative vote of a Majority of the Members.

3.8 List of Members Entitled to Vote. The Members shall make, at least ten (10) days before each meeting of Members, a complete list of the Members entitled to vote at such meeting, or any adjournment of such meeting, arranged in alphabetical order, with the address of and the Units held by each, which list, for a period of ten (10) days prior to such meeting, shall be kept on file at the registered office of the Company and shall be subject to inspection by any Member at any time during usual business hours. Such list shall also be produced and kept open at the time and place of the meeting and shall be subject to inspection of any Member during the whole time of the meeting. However, failure to comply with the requirements of this Section 3.8 shall not affect the validity of any action taken at such meeting.

3.9 Registered Members. The Company shall be entitled to treat the holder of record of any Units as the holder in fact of such Units for all purposes, and accordingly shall not be bound to recognize any equitable or other claim to or interest in such Units on the part of any other Person, whether or not it shall have express or other notice of such claim or interest, except as expressly provided by this Agreement or the laws of the State of Delaware.

3.10 Actions Without a Meeting and Telephonic Meetings. Notwithstanding any other provision contained in this Article III, all actions of the Members provided for herein may be taken by written consent without a meeting, or any meeting thereof may be held by means of a telephone conference. Any action that may be taken by the Members without a meeting shall be effective if the consent is in writing, sets forth the action so taken and is signed by a number of Members constituting not less than the minimum number of Members that would be necessary to take the action at a meeting at which the Members entitled to vote on the action were present and voted.

ARTICLE IV

CAPITALIZATION

4.1 Capital Contributions.

(a) Upon the execution of this Agreement, the Member shall contribute cash or property to the Company in the amount set forth as the Initial Capital Contribution of the Member on Exhibit A, in exchange for its Units.

(b) If at any time the Members determine that the Company has insufficient funds to carry out the purposes of the Company, the Members may make additional Capital Contributions to the Company.

No member shall be required to make any additional Capital Contributions to the Company without the written consent of all Members.

4.2 Withdrawal or Reduction of Capital Contributions.

(a) A Member shall not receive out of the Company's property any part of its Capital Contribution until all liabilities of the Company, except the liabilities to Members on account of their Capital Contributions, have been paid or there remains property of the Company sufficient to pay such liabilities.

(b) No Member shall have the right to withdraw all or any part of its Capital Contribution except as may be otherwise specifically provided in this Agreement. Under circumstances involving a return of any Capital Contribution, no Member shall have the right to receive property other than cash.

4.3 Interests. The initial Units of the Member is set forth opposite such Person's name on Exhibit A attached hereto.

4.4 Liability of Members. No Member shall be liable for the debts, liabilities or obligations of the Company beyond such Person's respective Capital Contributions. No Member shall be required to contribute to the capital of, or to loan any funds to, the Company.

ARTICLE V

ALLOCATIONS AND DISTRIBUTIONS

5.1 Allocations of Taxable Items. Taxable items of the Company for each Fiscal Year shall be allocated among the Members Pro Rata. Any credit available for federal income tax purposes shall be allocated among the Members in the same manner.

5.2 Allocations on Transfers. Income, gain, loss, deduction, or credit attributable to an Interest that has been Transferred (including the simultaneous decrease in the Interest of existing Members resulting from the admission of a new Member) shall be allocated between the transferor and the transferee as follows: (i) for the months before the Transfer, to the transferor; (ii) for the months after the Transfer, to the transferee; and (iii) for the month of the Transfer, to the transferee if the Transfer occurs on or before the

fifteenth (15th) day of the month and to the transferor if the Transfer occurs thereafter. For purposes of the above allocation, all such items shall be allocated equally among the months of the Fiscal Year without regard to the Company's operations during those months. Distributions of Company assets with respect to an Interest shall be made only to the Persons who, according to the records of the Company, are the owners, on the actual date of distribution, of the Interests with respect to which the distributions are made. No liability shall result from making distributions in accordance with the provisions of the preceding sentence, whether or not any Member or the Company has knowledge or notice of a Transfer or purported transfer of ownership of an Interest.

5.3 Built-in Allocations. In accordance with Code Sections 704(b) and 704(c) and the IRS Regulations thereunder, income, gain, loss and deduction with respect to property actually or constructively contributed to the capital of the Company shall, solely for tax purposes, be allocated among the Members so as to take account of any variation at the time of the contribution between the tax basis of the property to the Company and its initial book value. If the book value of a Company asset is adjusted, then as provided in the IRS Regulations promulgated under Code Section 704(b), subsequent allocations of income, gain, loss and deduction with respect to that Company asset shall take account of any variation between the tax basis of the asset and its book value in the same manner as under Code Section 704(c) and the IRS Regulations thereunder. Any elections or other decisions relating to those allocations shall be made by the tax matters partner (as designated pursuant to Section 6.4), after consultation with the other Members and the Accountant, in any manner that reasonably reflects the purpose and intent of these Regulations. Allocations of income, gain, loss and deduction pursuant to this Section 5.3 are solely for purposes of federal, state and local taxes and shall not affect, or in any way be taken into account in computing, any Member's share of taxable items or distributions pursuant to any provision of these Regulations.

5.4 Regulatory Compliance. The Members hereby adopt those provisions of the IRS Regulations issued under Code Section 704(b) that are required to be included in a partnership agreement as a condition to having the allocations of tax items set forth in the agreements respected for income tax purposes. The Members shall exercise the utmost good faith in cooperating to amend these Regulations to effect changes recommended by the Company's professional tax advisers to cause compliance with those IRS Regulations, with nonbinding consultation from the tax advisers of any Member who desires to have any given in its behalf.

5.5 Distributions of Distributable Cash. All distributions of Distributable Cash or other property shall be made to the Members Pro Rata on the first day of each calendar quarter. All amounts withheld pursuant to the Code or any provisions of state or local tax laws with respect to any payment or distribution to a Member from the Company shall be treated as amounts distributed to that Member pursuant to this Section 5.5. Subject to Section 5.2, the Company shall make all distributions at such time as determined by the Members.

5.6 Limitations Upon Distributions. No distribution shall be declared and paid unless, after the distribution is made, the value of the assets of the Company are in excess of all liabilities of the Company, except liabilities to the Members on account of their Capital Contributions.

ARTICLE VI

BOOKS AND ACCOUNTS

6.1 Accounting Principles. The Profits and Losses of the Company shall be determined in accordance with accounting principles applied on a consistent basis under the Company's method of accounting.

6.2 Records and Reports. At the expense of the Company, the Members shall maintain records and accounts of all operations and expenditures of the Company. At a minimum, the Company shall keep at its principal place of business the following records:

(a) True and full information regarding the status of the business and financial condition of the Company;

(b) A copy of the federal, state and local income tax returns for each of the Company's six (6) most recent tax years;

(c) A current list of the name and address of the Members;

(d) A copy of the Certificate and the Agreement, all amendments or restatements, executed copies of any powers of attorney, and all amendments thereto executed;

(e) Other information regarding the affairs of the Company as is just and reasonable.

6.3 Returns and Other Elections. The Members shall cause the preparation and timely filing of all tax returns required to be filed by the Company pursuant to the Code and all other tax returns deemed necessary and required in each jurisdiction in which the Company does business. Copies of such returns, or pertinent information therefrom, shall be furnished to the Members within seventy-five (75) days after the end of each Fiscal Year of the Company. All elections permitted to be made by the Company under federal or state laws shall be made with the consent of a Majority of the Members.

ARTICLE VII

DISSOLUTION AND TERMINATION

7.1 Dissolution.

(a) The Company shall be dissolved upon the first of the following to occur:

(i) When the period fixed for the duration of the Company, if any, shall expire;

(ii) Upon the election to dissolve the Company by a Majority of the Members;

(iii) Upon the death, retirement, resignation, expulsion, bankruptcy, legal incapacity of the last remaining Member, or the occurrence of any other event which terminates the continued membership of the last remaining Member; or

(iv) The entry of a decree of judicial dissolution under Section 18-802 of the Act.

(b) Upon dissolution of the Company, the business and affairs of the Company shall terminate, and the assets of the Company shall be liquidated under this Article VII.

(c) Dissolution of the Company shall be effective as of the day on which the event occurs giving rise to the dissolution, but the Company shall not terminate until there has been a winding up of the Company's business and affairs, and the assets of the Company have been distributed as provided in Section 7.2.

(d) Upon dissolution of the Company, the Members may cause any part or all of the assets of the Company to be sold in such manner as the Members shall determine in an effort to obtain the best prices for such assets; provided, however that the Members may distribute assets of the Company in kind to the extent practicable.

7.2 Distribution of Assets Upon Dissolution. In settling accounts after dissolution, the assets of the Company shall be paid in the following order:

(a) First, to creditors, in the order of priority as provided by applicable law, except those to Members of the Company on account of their Capital Contributions; and

(b) Second, to Members who are creditors of the Company in proportion to each Member's loans to the Company until the outstanding balances thereof equal zero; and

(c) Third, any remainder shall be distributed to the Members Pro Rata.

7.3 Certificate of Cancellation. When all liabilities and obligations of the Company have been paid or discharged, or adequate provision has been made therefor, and all of the remaining property and assets of the Company have been distributed to the Members according to their respective rights and interests, the Certificate of Cancellation shall be executed on behalf of the Company by the Members and shall be filed with the Secretary of State of the State of Delaware, and the Members shall execute, acknowledge and file any and all other instruments necessary or appropriate to reflect the dissolution and termination of the Company.

ARTICLE VIII

TRANSFER OF INTERESTS

8.1 Transfers. Each Member may sell, assign or otherwise transfer all or any portion of its Membership Interest in the Company at any time to any Person.

8.2 Tax Matters. On the transfer of all or part of an Interest in the Company, at the request of the transferee of the Membership Interest, the Members may cause the Company to elect, pursuant to Section 754 of the Code to adjust the tax basis of the Company's properties as provided by Sections 734 and 743 of the Code.

ARTICLE IX

MISCELLANEOUS PROVISIONS

9.1 Notices. Any notice, demand or communication required or permitted to be given by any provision of this Agreement shall be deemed to have been sufficiently given or served for all purposes if delivered personally to the party or to an officer of the party to whom the same is directed or, if sent by registered or certified mail, postage and charges prepaid, addressed to the Member's and/or Company's

address as it appears in the Company's records, as appropriate. Except as otherwise provided herein, any such notice shall be deemed to be given when delivered personally or three (3) Business Days after the date on which the same was deposited in a regularly maintained receptacle for the deposit of United States mail, addressed and sent as aforesaid.

9.2 Application of Delaware Law. This Agreement and the application or interpretation hereof, shall be governed exclusively by the laws of the State of Delaware, and specifically the Act.

9.3 No Action for Partition. No Member shall have any right to maintain any action for partition with respect to the property of the Company.

9.4 Headings and Sections. The headings in this Agreement are inserted for convenience only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Agreement or any provision hereof. Unless the context requires otherwise, all references in this Agreement to Sections or Articles shall be deemed to mean and refer to Sections or Articles of this Agreement.

9.5 Amendments. Except as otherwise expressly set forth in this Agreement, the Certificate and this Agreement may be amended, supplemented or restated only upon the written consent of a Majority of the Members. Upon obtaining the approval of any amendment to the Certificate, the Members shall cause Articles of Amendment in accordance with the Act to be prepared, and such Articles of Amendment shall be executed by no less than one Member and shall be filed in accordance with the Act.

9.6 Number and Gender. Where the context so indicates, the masculine shall include the feminine, the neuter shall include the masculine and feminine and the singular shall include the plural.

9.7 Binding Effect. Except as herein otherwise provided to the contrary, this Agreement shall be binding upon and inure to the benefit of the Members, their distributees, heirs, legal representatives, executors, administrators, successors and assigns.

9.8 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and shall be binding upon the Member who executed the same, but all of such counterparts shall constitute the same agreement.

IN WITNESS WHEREOF, the undersigned, being the sole Member of the Company, does hereby adopt this Agreement as the limited liability company agreement of the Company, and does hereby assume and agree to be bound by and to perform all of the terms and provisions set forth in this Agreement.

FIRST CASH FINANCIAL SERVICES, a Delaware corporation

By: /s/ Rick L. Wessel, President
Rick L. Wessel, President

LIMITED LIABILITY COMPANY AGREEMENT

OF

FIRST CASH MANAGEMENT, L.L.C.

(A Delaware Limited Liability Company)

EXHIBIT A

1. Name of Company:	First Cash Management, L.L.C.
2. Address, Telephone and Facsimile Number of Company:	200 West Ninth Street, Suite 102 Wilmington, Delaware 19801 Telephone: Facsimile:
3. Registered Agent & Registered Office:	Belfint, Lyons & Shuman, P.A. 200 West Ninth Street Plaza Wilmington, Delaware 19801
4. Member:	
a. Name of Member:	First Cash Financial Services, Inc., a Delaware corporation
Address, Telephone and Facsimile Number of Company:	690 East Lamar, Suite 400 Arlington, Texas 76011 Telephone: (817) 460-3947 Facsimile: (817) 461-7019
Capital Contribution:	$1,000
Membership Interest	100%
Units:	1,000
Date Became Member:	December 28, 2000

Exhibit 3.17

REGULATIONS

OF

FIRST CASH CREDIT MANAGEMENT, LLC

These REGULATIONS (the ***"Regulations"***), dated as of the 14th day of June, 2005, are hereby (i) duly adopted as the regulations of ***First Cash Credit Management, LLC***, a Texas limited liability company (the "***Company***"), by the Managers, and (ii) ratified, confirmed and approved as such by the Members who agree to be bound hereby.

The Articles of Organization of the Company, dated as of the 14th day of June, 2005 (the "***Articles***"), were filed in the Office of the Secretary of State of the State of Texas on the 14th day of June, 2005, and the Secretary of State of the State of Texas issued a Certificate of Organization on the same date.

ARTICLE I

DEFINITIONS

1.1. Definitions. The following terms used in these Regulations shall have the following meanings (unless otherwise expressly provided herein):

"Act" means the Texas Limited Liability Company Act, as the same may be amended from time to time.

"**Affiliate**" means, with respect to any person, any person which controls or is controlled by the person in question or is controlled by the same persons which shall then control the person in question and any person which is a member with the person in question in a relationship of joint venture, partnership or other form of business association concerning or which in any way affects the subject matter involved; the term "control" means, with respect to a corporation, the ownership of stock possessing, and of the right to exercise, at least ten percent (10%) of the total combined voting power of all classes of stock of the controlled corporation, issued, outstanding and entitled to vote for the election of directors, whether such ownership be direct ownership or indirect ownership through control of another corporation or corporations.

"Business Day" means a day other than a Saturday, Sunday or other day which is a nationally recognized holiday.

"Capital Contribution" means any contribution to the capital of the Company in cash or property by a Member whenever made.

"Code" means the Internal Revenue Code of 1986, as amended.

"Company" means ***First Cash Credit Management, LLC***, a Texas limited liability company.

"Distributable Cash" means all cash, revenues and funds received by the Company from the Company's operations, less the sum of the following to the extent paid or set aside by the Company: (i) all principal and interest payments on indebtedness of the Company and all other sums paid to lenders; (ii) all cash expenditures incurred incident to the normal operations of the Company's business; and (iii) such cash reserves as the Managers deem reasonably necessary to the proper operation of the business of the Company.

"Entity" means any joint venture, general partnership, limited partnership, limited liability company, corporation, trust, business trust, cooperative, association or other incorporated or unincorporated entity.

"Fiscal Year" means the Company's fiscal year, which shall be the calendar year.

"Initial Capital Contribution" means the initial contribution to the capital of the Company made by a Member pursuant to these Regulations.

"***Interest***" means with respect to each Member at any time, the ownership interest in the Company then held by that Member, which shall include the Units then held thereby.

"IRS Regulations" means the Income Tax Regulations, including Temporary Regulations, promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

"Majority" means, with respect to any referenced group of Managers, a combination of any of such Managers constituting more than fifty percent (50%) of the number of Managers of such referenced group who are then elected and qualified.

"Majority in Interest" means, with respect to any referenced group of Members, a combination of any of such Members who, in the aggregate, own more than fifty percent (50%) of the Units owned by all of such referenced group of Members.

"***Managers***" means the Persons designated as Managers on Exhibit A, and each Person that succeeds any such designated Person in that capacity or is elected to act as an additional Manager of the Company as provided herein, but does not include a Person who has ceased to be a Manager.

"***Member***" means each Person designated as a Member on Exhibit A, and each Person hereinafter admitted to the Company as a Member as provided in these Regulations, but does not include a Person who has ceased to be a Member.

"Person" means any individual or Entity, and the heirs, executors, administrators, legal representatives, successors and assigns of that Person where the context so admits, and, unless the context otherwise requires, the singular shall include the plural, and the masculine gender shall include the feminine and the neuter and vice versa.

"Pro Rata" means the ratio determined by dividing the Interests of Members to whom a particular provision of these Regulations is stated to apply by the aggregate of the Interests of all Members to whom that provision is stated to apply.

"Regulations" means these Regulations of the Company as originally adopted and as amended from time to time.

"Units" means equal units of economic interest of all Members, and all rights and liabilities associated therewith, at any particular time, including, without limitation, rights to distributions (liquidating or otherwise) and allocations.

1.2. Other Definitional Provisions. All terms used in these Regulations which are not defined in this Article I have the meanings contained elsewhere in these Regulations. Defined terms used herein in the singular shall import the plural and vice versa.

ARTICLE II

FORMATION

2.1. Name and Formation. The name of the Company is "***First Cash Credit Management, LLC***" All business of the Company must be conducted in that name or in one or more other names that comply with applicable law and that are selected by the Managers from time to time. The Company was formed as of the date set forth in the Preamble.

2.2. Principal Place of Business. The principal office and place of business of the Company are set forth on Exhibit A. The Company may locate its place(s) of business at any other place or places selected by the Managers from time to time.

2.3. Registered Office and Agent. The registered office of the Company shall be the office of the initial registered agent named in the Articles or such other office selected by the Managers from time to time. The registered agent of the Company is the initial registered agent named in the Articles or another Person or Persons selected by the Managers from time to time.

2.4. Duration. The period of duration of the Company is perpetual from the date its Articles was filed with the Secretary of State of Texas, unless the Company is earlier dissolved in accordance with either the provisions of these Regulations or the Act.

2.5. Purposes and Powers.

(a) The purpose for which the Company is organized is to transact any or all lawful business for which limited liability companies may be organized under the Act, including serving as the general partner of First Cash Credit, Ltd., a Texas limited partnership (the "Partnership").

(b) The Company shall have any and all powers which are necessary or desirable to carry out the purposes and business of the Company, to the extent the same may be legally exercised by limited liability companies under the Act. The Company shall carry out the foregoing activities pursuant to the arrangements set forth in the Articles of the Company and these Regulations.

ARTICLE III

RIGHTS AND DUTIES OF MANAGERS

3.1. Management. The powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company shall be managed under, its designated Manager or Managers. In addition to the powers and authorities expressly conferred by these Regulations upon the Managers, the Managers may exercise all such powers of the Company and do all such lawful acts and things as are not directed or required to be exercised or done by the Members by the Act, the Articles of the Company or these Regulations, including, but not limited to, contracting for or incurring debts, liabilities and other obligations on behalf of the Company.

3.2. Number and Qualifications. The number of Managers of the Company shall not be less than one (1) nor more than seven (7), as may be determined by the Members from time to time, but no decrease in the number of Managers shall have the effect of shortening the term of any incumbent Manager.

Each Member shall be entitled to elect two (2) Managers. Managers need not be residents of the State of Texas. The Managers in their discretion may elect a chairman of the Managers who shall preside at meetings of the Managers.

3.3. Election. At the first annual meeting of the Members and at each annual meeting thereafter, each Member shall be entitled to nominate and elect two Managers to hold office until the next succeeding annual meeting. Unless removed in accordance with these Regulations, each Manager shall hold office for the term for which such Person is elected and until such Person's successor shall be elected and qualified.

3.4. Vacancy. Any vacancy occurring for any reason in the number of Managers shall be filled by the particular Member that elected the Manager whose vacancy is being filled. A Manager elected to fill a vacancy shall be elected for the unexpired term of the predecessor in office.

3.5. Removal. At a meeting called expressly for such purpose, all or any lesser number of Managers may be removed at any time, with or without cause, by the affirmative vote of the Member that elected the particular Manager being removed.

3.6. Place of Meetings. All meetings of the Managers of the Company may be held either within or without the State of Texas.

3.7. Annual Meetings. The annual meeting of Managers shall be held, without further notice, immediately following the annual meeting of Members, and at the same place, or at such other time and place as shall be fixed with the consent in writing of all the Managers.

3.8. Regular Meetings. Regular meetings of the Managers which shall occur not less frequently than quarterly may be held without notice at such time and place either within or without the State of Texas as shall from time to time be determined by the Managers.

3.9. Special Meetings. Special meetings of the Managers may be called by any Manager on three (3) days' notice to each Manager, either personally or by mail, telephone or by telegram.

3.10. Quorum. At all meetings of the Managers, the presence of a Majority of the Managers shall be necessary and sufficient to constitute a quorum for the transaction of business unless a greater number is required by law. At a meeting at which a quorum is present, the act of a Majority of the Managers shall be the act of the Managers, except as otherwise provided by law, the Articles or these Regulations. If a quorum shall not be present at any meeting of the Managers, the Managers present at the meeting may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

3.11. Attendance and Waiver of Notice. Attendance of a Manager at any meeting shall constitute a waiver of notice of such meeting, except where a Manager attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Managers need be specified in the notice or waiver of notice of such meeting.

3.12. Compensation. Managers, as such, shall not receive any stated salary for their services, but shall receive such compensation for their services as may be from time to time agreed upon by a Majority in Interest of the Members. In addition, reasonable expenses of attendance, if any, may be allowed for attendance at each regular or special meeting of the Managers, provided that nothing contained in these Regulations shall be construed to preclude any Manager from serving the Company in any other capacity and receiving compensation for such service.

3.13. Officers. The Managers may, from time to time, designate one or more Persons to be officers of the Company. No officer need be a Member or a Manager. Any officers so designated shall have such authority and perform such duties as the Managers may, from time to time, delegate to them. The Managers may assign titles to particular officers, including, without limitation, chief executive officer, chief financial officer, chief operating officer, president, vice president, secretary, assistant secretary, treasurer and assistant treasurer. Each officer shall hold office until such Person's successor shall be duly designated and shall qualify or until such Person's death or until such Person shall resign or shall have been removed in the manner hereinafter provided. Any number of offices may be held by the same Person. The salaries or other compensation, if any, of the officers and agents of the Company shall be fixed from time to time by the Managers. Any officer or employee of either the Company or the Partnership may be removed as such, either with or without cause, by fifty percent (50%) of the Managers whenever in their judgment the best interests of the Company and/or the Partnership will be served thereby. Any vacancy occurring in any office of the Company (other than Manager) may be filled by the Managers.

3.14. Indemnification. The Managers shall be indemnified and held harmless by the Company, including advancement of expenses, but only to the extent that the Company's assets are sufficient therefor, from and against all claims, liabilities, and expenses arising out of any management of Company affairs, but excluding those caused by the gross negligence or willful misconduct of the Manager, subject to all limitations and requirements imposed by the Act. These indemnification rights are in addition to any rights that the Managers may have against third parties. THE FOREGOING INDEMNIFICATION SPECIFICALLY INCLUDES THOSE CLAIMS THAT ARISE OUT OF THE INDEMNIFIED PARTY'S SOLE, JOINT OR CONTRIBUTORY NEGLIGENCE, BUT SPECIFICALLY EXCLUDES THOSE CLAIMS THAT ARISE OUT OF THE INDEMNIFIED PARTY'S WILLFUL MISCONDUCT, FRAUD OR GROSS NEGLIGENCE. THE INDEMNIFIED PARTY WOULD NOT HAVE ENTERED THESE REGULATIONS IF NOT FOR THIS INDEMNIFICATION.

3.15. Actions Without a Meeting and Telephone Meetings. Notwithstanding any provision contained in this Article III, all actions of the Members provided for herein may be taken by written consent without a meeting, or any meeting thereof may be held by means of a conference telephone. Any such action which may be taken by the Members without a meeting shall be effective only if the written consent or consents are in writing, set forth the action so taken, and are signed by the holder or holders of Units constituting not less than the minimum amount of Units that would be necessary to take such action at a meeting at which the holders of all Units entitled to vote on the action were present and voted.

3.16. Leases. All leases relating to store locations of the Partnership must be approved by a Majority of the Managers.

3.17. Contacts. All material contracts, leases and indebtedness of the Partnership must be approved by a Majority of the Managers.

3.18. Services of Partnership. All services and products offered by the Partnership and all fees and charges for such services and products must be approved by a Majority of the Managers.

ARTICLE IV

MEETINGS OF MEMBERS

4.1. Place. All meetings of the Members shall be held at the principal office of the Company or at such other place within or without the State of Texas as may be determined by the Managers and set forth in the respective notice or waivers of notice of such meeting.

4.2. Annual Meetings. The annual meeting of the Members of the Company for the election of Managers and the transaction of such other business as may properly come before the meeting shall be held at such time and date as shall be designated by the Managers from time to time and stated in the notice of the meeting. Such annual meeting shall be called in the same manner as provided in these Regulations for special meetings of the Members, except that the purposes of such meeting must be enumerated in the notice of such meeting only to the extent required by law in the case of annual meetings.

4.3. Special Meetings. Special meetings of the Members may be called by the Managers or by the holders of not less than twenty-five percent (25%) of all Units. Business transacted at all special meetings shall be confined to the purposes stated in the notice.

4.4. Notice. Written or printed notice stating the place, day and hour of the meeting and, in the case of special meetings, the purpose or purposes for which the meeting is called, shall be delivered not less than ten (10) nor more than sixty (60) days before the date of the meeting, either personally or by mail, by or at the direction of the Managers or Person calling the meeting, to each Member of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the Member's address as it appears on the transfer records of the Company, with postage prepaid.

4.5. Quorum. A Majority in Interest of the Members shall constitute a quorum at all meetings of the Members, except as otherwise provided by law or the Articles. Once a quorum is present at the meeting of the Members, the subsequent withdrawal from the meeting of any Member prior to adjournment or the refusal of any Member to vote shall not affect the presence of a quorum at the meeting. If, however, such quorum shall not be present at any meeting of the Members, the Members entitled to vote at such meeting shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until the holders of the requisite amount of Units shall be present or represented. At any meeting of the Members at which a quorum is present, the vote of a Majority in Interest of the Members shall be the act of the Members, unless the vote of a greater number is required by law, the Articles or these Regulations.

4.6. Voting on Most Matters. For purposes of voting on matters other than the election of Managers or a matter for which the affirmative vote of the holders of a specified portion of the Units entitled to vote is required by the Act, at any meeting of the Members at which a quorum is present, the act of Members shall be the affirmative vote of a Majority in Interest of the Members.

4.7. Voting in the Election of Managers. Managers shall be elected at any meeting of the Members at which a quorum is present by the vote of a Majority in Interest of the Members.

4.8. List of Members Entitled to Vote. The Managers shall make, at least ten (10) days before each meeting of Members, a complete list of the Members entitled to vote at such meeting, or any adjournment of such meeting, arranged in alphabetical order, with the address of and the Units held by each, which list, for a period of ten (10) days prior to such meeting, shall be kept on file at the registered office of the Company and shall be subject to inspection by any Member at any time during usual business hours. Such list shall also be produced and kept open at the time and place of the meeting and shall be subject to inspection of any Member during the whole time of the meeting. However, failure to comply with the requirements of this Section 4.8 shall not affect the validity of any action taken at such meeting.

4.9. Registered Members. The Company shall be entitled to treat the holder of record of any Units as the holder in fact of such Units for all purposes, and accordingly shall not be bound to recognize any equitable or other claim to or interest in such Units on the part of any other Person, whether or not it shall have express or other notice of such claim or interest, except as expressly provided by these Regulations or the laws of the State of Texas.

ARTICLE V

CAPITALIZATION

5.1. Capital Contributions.

(a) Upon the execution of these Regulations, each Member shall contribute cash or property to the Company in the amount set forth as the Initial Capital Contribution of such Member on Exhibit A, attached hereto.

(b) If at any time the Managers determine that the Company has insufficient funds to carry out the purposes of the Company, the Managers may request that the Members make additional Capital Contributions to the Company. No Member shall be required to make any additional Capital Contributions to the Company without the written consent of all Members.

5.2. Withdrawal or Reduction of Capital Contributions.

(a) A Member shall not receive out of the Company's property any part of its Capital Contribution until all liabilities of the Company, except the liabilities to Members on account of their Capital Contributions, have been paid or there remains property of the Company sufficient to pay such liabilities.

(b) No Member shall have the right to withdraw all or any part of its Capital Contribution except as may be otherwise specifically provided in these Regulations. Under circumstances involving a return of any Capital Contribution, no Member shall have the right to receive property other than cash.

5.3. Interests. The initial Units of each Member is set forth opposite such Person's respective name on Exhibit A, attached hereto.

5.4. Liability of Members. No Member shall be liable for the debts, liabilities or obligations of the Company beyond such Person's respective Capital Contributions. No Member shall be required to contribute to the capital of, or to loan any funds to, the Company.

ARTICLE VI

ALLOCATIONS AND DISTRIBUTIONS

6.1. Allocations of Taxable Items. Taxable items of the Company for each Fiscal Year shall be allocated among the Members Pro Rata. Any credit available for federal income tax purposes shall be allocated among the Members in the same manner.

6.2. Allocations on Transfers. Income, gain, loss, deduction, or credit attributable to an Interest that has been Transferred (including the simultaneous decrease in the Interest of existing Members resulting from the admission of a new Member) shall be allocated between the transferor and the transferee as follows: (i) for the months before the Transfer, to the transferor; (ii) for the months after the Transfer, to the transferee; and (iii) for the month of the Transfer, to the transferee if the Transfer occurs on or before the fifteenth (15th) day of the month and to the transferor if the Transfer occurs thereafter. For purposes of the above allocation, all such items shall be allocated equally among the months of the Fiscal Year without regard to the Company's operations during those months. Distributions of Company assets with respect to an Interest shall be made only to the Persons who, according to the records of the Company, are the owners, on the actual date of distribution, of the Interests with respect to which the distributions are made. No

liability shall result from making distributions in accordance with the provisions of the preceding sentence, whether or not any Member, any Manager or the Company has knowledge or notice of a Transfer or purported transfer of ownership of an Interest. The transferee of an Interest shall pay all costs incurred by the Company in connection with the transfer of such Interest.

6.3. Built-in Allocations. In accordance with Code Sections 704(b) and 704(c) and the IRS Regulations thereunder, income, gain, loss and deduction with respect to property actually or constructively contributed to the capital of the Company shall, solely for tax purposes, be allocated among the Members so as to take account of any variation at the time of the contribution between the tax basis of the property to the Company and its initial book value. If the book value of a Company asset is adjusted, then as provided in the IRS Regulations promulgated under Code Section 704(b), subsequent allocations of income, gain, loss and deduction with respect to that Company asset shall take account of any variation between the tax basis of the asset and its book value in the same manner as under Code Section 704(c) and the IRS Regulations thereunder. Any elections or other decisions relating to those allocations shall be made by the tax matters partner (as designated pursuant to Section 7.4), after consultation with the other Members and the Accountant, in any manner that reasonably reflects the purpose and intent of these Regulations. Allocations of income, gain, loss and deduction pursuant to this Section 6.3 are solely for purposes of federal, state and local taxes and shall not affect, or in any way be taken into account in computing, any Member's share of taxable items or distributions pursuant to any provision of these Regulations.

6.4. Regulatory Compliance. The Members hereby adopt those provisions of the IRS Regulations issued under Code Section 704(b) that are required to be included in a partnership agreement as a condition to having the allocations of tax items set forth in the agreements respected for income tax purposes. The Members shall exercise the utmost good faith in cooperating to amend these Regulations to effect changes recommended by the Company's professional tax advisers to cause compliance with those IRS Regulations, with nonbinding consultation from the tax advisers of any Member who desires to have any given in his behalf.

6.5. Distributions of Distributable Cash. All distributions of Distributable Cash or other property shall be made to the Members Pro Rata on the first day of each calendar quarter. All amounts withheld pursuant to the Code or any provisions of state or local tax laws with respect to any payment or distribution to a Member from the Company shall be treated as amounts distributed to that Member pursuant to this Section 6.5.

6.6. Limitations upon Distributions. No distribution shall be declared and paid unless after the distribution is made, the assets of the Company are in excess of all liabilities of the Company (as determined in accordance with accounting principles applied on a consistent basis under the accrual method of accounting), except liabilities to Members on account of their Capital Contributions.

6.7. Contributions and Distributions During Loan Period. All capital contributions to the Company and to the Partnership shall be determined by a Majority of the Managers. All distributions from the Company and the Partnership shall be determined solely by the Managers elected by First Cash Financial Services, Inc. for so long as any loans to the Company and the Partnership by First Cash Financial Services, Inc. are outstanding; provided, however, forty percent (40%) of the estimated Profits of the Company and of the Partnership, as determined on a tax basis net of any losses incurred on a tax basis in prior periods, shall be distributed quarterly. Distributions shall be made by the Partnership as follows: (a) first, an amount equal to forty percent (40%) of the estimated income of the Partnership taxable to the partners of the Partnership calculated on a tax basis during the particular period after deducting any prior losses; (b) second, any Net Cash Flow remaining after the distribution in subparagraph (a) shall be used to pay the interest on any Partner Loans; (c) next, Net Cash Flow remaining after the distributions in subparagraphs (a) and (b) shall be used to re-pay principal on Partner Loans; and (d) finally, any Net Cash Flow remaining after the distributions in subparagraphs (a), (b) and (c) shall be distributed among the Partners Pro Rata. Capitalized terms used in the preceding sentence not defined in these Regulations shall have the meaning assigned to them in the Agreement of Limited Partnership of the Partnership.

ARTICLE VII

BOOKS AND ACCOUNTS

7.1. Accounting Principles. The Profits and Losses of the Company shall be determined in accordance with accounting principles applied on a consistent basis under the Company's method of accounting.

7.2. Budget; Records and Reports. Each year an annual budget for the Company and the Partnership shall be prepared and approved by a Majority of the Managers. The Company and the Partnership shall maintain records and accounts of all operations and expenditures. At a minimum, the Company shall keep at its principal place of business the following records:

(a) A current list that states:

(i) The name and mailing address of each Member; and

(ii) The Units owned by each Member;

(b) Copies of the federal, state and local information or income tax returns for each of the Company's six (6) most recent tax years;

(c) A copy of the Articles and Regulations, all amendments or restatements, executed copies of any powers of attorney, and copies of any document that creates, in the manner provided by the Articles or Regulations, classes or groups of Members;

(d) Correct and complete books and records of account of the Company; and

(e) Any other books, records or documents required by the Act or other applicable law.

7.3. Returns and Other Elections. The Managers shall cause the preparation and timely filing of all tax returns required to be filed by the Company pursuant to the Code and all other tax returns deemed necessary and required in each jurisdiction in which the Company does business. Copies of such returns, or pertinent information therefrom, shall be furnished to the Members within one hundred thirty five (135) days after the end of each Fiscal Year of the Company. All elections permitted to be made by the Company under federal or state laws shall be made by the Managers with the consent of a Majority in Interest of the Members.

7.4. Tax Matters Partner. The Person identified as the "tax matters partner" on Exhibit A is hereby designated to be the "tax matters partner" of the Company pursuant to Code Section 6231(a)(7) and shall serve in such capacity until a new "tax matters partner" is designated by a Majority in Interest of the Members.

7.5. Payroll and Personnel. The Company and the Partnership shall be responsible for all payroll processing, insurance, personnel and human resource matters, accounting, tax reporting, internal audit and similar administrative functions.

7.6. Audit Rights. Each Member shall have the right to audit the books and records of the Company at the expense of such Member upon reasonable prior notice and during normal business hours. At the request of a Majority of the Managers, an audited financial statement of the Company shall be prepared by a firm of independent certified public accountants.

ARTICLE VIII

DISSOLUTION AND TERMINATION

8.1. Dissolution.

(a) The Company shall be dissolved upon the first of the following to occur:

(i) When the period fixed for the duration of the Company, if any, shall expire;

(ii) Upon the election to dissolve the Company by a Majority in Interest of the Members;

(iii) Upon the death, retirement, resignation, expulsion, bankruptcy, legal incapacity or dissolution of any Member who is at such time a Manager, or the occurrence of any other event which terminates the continued membership of any Member who is at such time a Manager of the Company, unless there is at least one remaining Member and the business of the Company is continued by the unanimous consent of the remaining Members within ninety (90) days; or

(iv) The entry of a decree of judicial dissolution under Section 6.02 of the Act.

(b) Upon dissolution of the Company, the business and affairs of the Company shall terminate, and the assets of the Company shall be liquidated under this Article VIII.

(c) Dissolution of the Company shall be effective as of the day on which the event occurs giving rise to the dissolution, but the Company shall not terminate until there has been a winding up of the Company's business and affairs, and the assets of the Company have been distributed as provided in Section 8.2.

(d) Upon dissolution of the Company, the Managers may cause any part or all of the assets of the Company to be sold in such manner as the Managers shall determine in an effort to obtain the best prices for such assets; provided, however that the Managers may distribute assets of the Company in kind to the Members to the extent practicable.

8.2. Distribution of Assets Upon Dissolution. In settling accounts after dissolution, the assets of the Company shall be paid in the following order:

(a) First, to creditors, in the order of priority as provided by applicable law, except those to Members of the Company on account of their Capital Contributions; and

(b) Second, to the Members Pro Rata.

8.3. Distributions in Kind. If any assets of the Company are distributed in kind, such assets shall be distributed to the Members entitled thereto as tenants-in-common in the same proportions as the Members would have been entitled to cash distributions if such property had been sold for cash and the net proceeds thereof distributed to the Members. In the event that distributions in kind are made to the Members upon dissolution and liquidation of the Company, the Capital Account balances of such Members shall be adjusted to reflect the Members' allocable share of gain or loss which would have resulted if the distributed property had been sold at its fair market value.

8.4. Articles of Dissolution. When all liabilities and obligations of the Company have been paid or discharged, or adequate provision has been made therefor, and all of the remaining property and assets of the Company have been distributed to the Members according to their respective rights and interests, the Articles of Dissolutions shall be executed on behalf of the Company by the Managers or an authorized Member and shall be filed with the Secretary of State of Texas, and the Managers and Members shall execute, acknowledge and file any and all other instruments necessary or appropriate to reflect the dissolution and termination of the Company.

ARTICLE IX

TRANSFERS OF INTERESTS

9.1. Transfers. Each Member may sell, assign or otherwise transfer all or any portion of its Interest in the Company only with the consent of any other Member.

9.2 Tax Matters. On the transfer of all or part of an interest in the Company, at the request of the transferee of the interest, the Managers may cause the Company to elect, pursuant to Section 754 of the Code to adjust the tax basis of the Company's properties as provided by Sections 734 and 743 of the Code.

ARTICLE X

MISCELLANEOUS PROVISIONS

10.1. Notices. Any notice, notification, demand or request provided or permitted to be given under this Agreement must be in writing and shall have been deemed to have been properly given, unless explicitly stated otherwise, if sent by (i) Federal Express or other comparable overnight courier, (ii) registered or certified mail, postage prepaid, return receipt requested, or (iii) telecopy during normal business hours to the place of business of the recipient. All notices, notifications, demands or requests so given shall be deemed given and received (i) if mailed, three (3) days after being deposited in the mail; (ii) if sent via overnight courier, the next Business Day after being deposited; or (iii) if telecopied on a Business Day, that day, or if telecopied on a day that is not a Business Day, the next day that is a Business Day provided the sender has received faxed confirmation that the notice was received and further confirmed by a telephone call to the addressee. For purposes of all notices, the addresses and telecopy numbers of the Members and Managers are set forth on Exhibit A.

10.2. Application of Texas Law. These Regulations and the application or interpretation hereof, shall be governed exclusively by the laws of the State of Texas, and specifically the Act.

10.3. No Action for Partition. No Member shall have any right to maintain any action for partition with respect to the property of the Company.

10.4. Headings and Sections. The headings in these Regulations are inserted for convenience only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of these Regulations or any provision hereof. Unless the context requires otherwise, all references in these Regulations to Sections or Articles shall be deemed to mean and refer to Sections or Articles of these Regulations.

10.5. Amendments. Except as otherwise expressly set forth in these Regulations, the Articles of the Company and these Regulations may be amended, supplemented or restated only upon the written consent of a Majority in Interest of the Members. Upon obtaining the approval of any amendment to the Articles, the Managers shall cause Articles of Amendment in accordance with the Act to be prepared, and such Articles of Amendment shall be executed by no less than one Manager and shall be filed in accordance with the Act.

10.6. Arbitration. Any controversy or claim arising out of or related to the Regulations or relating to the Company must be submitted to and settled by arbitration. The arbitration shall be conducted by a single arbitrator under the then current rules of the American Arbitration Association. The decision and award of the arbitrator shall be final and binding, and the award so rendered may be entered in any court having jurisdiction. The arbitration shall be held and the award deemed entered in Travis County, Texas. The prevailing party shall be entitled to recover its costs and attorney fees.

10.7. Number and Gender. Where the context so indicates, the masculine shall include the feminine, the neuter shall include the masculine and feminine, and the singular shall include the plural.

10.8. Binding Effect. Except as herein otherwise provided to the contrary, these Regulations shall be binding upon and inure to the benefit of the Members, their distributees, heirs, legal representatives, executors, administrators, successors and assigns.

10.9. Counterparts. These Regulations may be executed in multiple counterparts, each of which shall be deemed to be an original and shall be binding upon the Member who executed the same, but all of such counterparts shall constitute the same Regulations.

IN WITNESS WHEREOF, the undersigned, being the Member of the Company, do hereby ratify, confirm and approve the adoption of these Regulations as the regulations of the Company, and do hereby assume and agree to be bound by and to perform all of the terms and provisions set forth in these Regulations.

FIRST CASH FINANCIAL SERVICES, INC.,
a Delaware corporation

By: _____
Rick L. Wessel, President

IN WITNESS WHEREOF, the undersigned, being the Managers of the Company, have caused these Regulations to be duly adopted by the Company on June 14, 2005.

_____
Rick L. Wessel

_____
R. Douglas Orr

REGULATIONS
OF
FIRST CASH CREDIT MANAGEMENT, LLC
(A Texas Limited Liability Company)

EXHIBIT A

1.	Name of Company: Address:	First Cash Credit Management, LLC 690 East Lamar, Suite 400 Arlington, Texas 76011 Attn: Rick L. Wessel
	Telephone Number: Facsimile Number:	(817) 460-3947 (817) 461-7019
	Registered Agent & Registered Office:	Rick L. Wessel 690 East Lamar, Suite 400 Arlington, Texas 76011
2.	Name of Member: Address:	First Cash Financial Services, Inc. 690 East Lamar, Suite 400 Arlington, Texas 76011 Attn: Rick L. Wessel
	Telephone Number: Facsimile Number:	(817) 460-3947 (817) 461-7019
	Initial Capital Contribution:	$1,000.00
	Interest (Number of Units):	100.0%
	Date Became Member:	June 14, 2005
3.	Name of Manager:	Rick L. Wessel
	Address:	690 East Lamar, Suite 400 Arlington, Texas 76011
	Telephone Number: Facsimile Number:	(817) 460-3947 (817) 461-7019
4.	Name of Manager:	R. Douglas Orr
	Address:	690 East Lamar, Suite 400 Arlington, Texas 76011
	Telephone Number: Facsimile Number:	(817) 460-3947 (817) 461-7019

Exhibit 3.18

Corporations Section
P.O. Box 13697
Austin, Texas 78711-3697

[SEAL]

Nandita Berry
Secretary of State

Office of the Secretary of State

The undersigned, as Secretary of State of Texas, does hereby certify that the attached is a true and correct copy of each document on file in this office as described below:

First Cash Credit Management, L.L.C.
Filing Number: 800505710

Articles of Organization — June 14, 2005

In testimony whereof, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in Austin, Texas on March 17, 2014.

[SEAL]

/S/ ***NANDITA BERRY***
Nandita Berry
Secretary of State

Come visit us on the internet at http://www.sos.state.tx.us/

Phone: (512) 463-5555 Fax: (512) 463-5709 Dial: 7-1-1 for Relay Services
Prepared by: SOS-WEB TID: 10266 Document: 534138920005

FILED
In the Office of the
Secretary of State of Texas
JUN 14 2005
Corporations Section

ARTICLES OF ORGANIZATION

OF

FIRST CASH CREDIT MANAGEMENT, L.L.C.

The undersigned natural person of the age of eighteen years or more, acting as the organizer of a limited liability company under the Texas Limited Liability Company Act, does hereby adopt the following Articles of Organization for First Cash Credit Management, L.L.C. (the "Company").

1. Name. The name of the Company is First Cash Credit Management, L.L.C.

2. Duration. The period of its duration is perpetual.

3. Purposes. The Company is being organized under the Texas Limited Liability Company Act for the purpose of carrying out any lawful purpose or purposes.

4. Interests. The membership interests of the Company will have identical rights and privileges in every respect.

5. Commencement of Business. The Company will not commence business until it has received for the issuance of its membership interests consideration having a minimum value of one thousand dollars ($1,000.00).

6. No Preemptive Rights. No member or other person may have any preemptive rights.

7. Special Provisions Permitted to be Set Forth in Articles of Organization.

A. Interested Managers and Officers.

(1) If paragraph (2) below is satisfied, no contract or transaction between the Company and any of its managers or officers (or any other corporation, partnership, association or other organization in which any of them directly or indirectly have a financial interest) shall be void or voidable solely because of this relationship or because of the presence or participation of such manager or officer at the meeting of the board or committee authorizing such contract or other transaction, or because such person's votes are counted for such purpose.

(2) Paragraph (1) above will apply only if:

(a) The contract or transaction is fair to the Company as of the time it is authorized or ratified by the Board of Managers, a committee of the board, or the members; or

(b) The material facts as to the relationship or interest of each such manager or officer as to the contract or transaction are known or disclosed: (i) to the members entitled to vote thereon and they nevertheless in good faith authorize or ratify the contract or transaction by a majority of the membership interests present, each such interested person to be counted for quorum and voting purposes; or (ii) to the Board of Managers and it nevertheless in good faith authorizes or ratifies the contract or transaction by a majority of the disinterested managers present, each such interested manager to be counted in determining whether a quorum is present but not in calculating the majority necessary to carry the vote.

(3) The provisions contained in paragraphs (1) and (2) above may not be construed to invalidate a contract or transaction which would be valid in the absence of such provisions.

B. Limitation of Liability. No manager of the Company shall be personally liable to the Company or its members for monetary damages for an act or omission in the manager's capacity as a manager, except that this paragraph does not eliminate or limit the liability of a manager for (1) breach of a manager's duty of loyalty to the Company, (2) an act or omission not in good faith or that involves intentional misconduct or a knowing violation of the law, (3) a transaction from which a manager received an improper benefit, whether or not the benefit resulted from an

action taken within the scope of the manager's office, (4) an act or omission for which the liability of a manager is expressly provided for by statute, or (5) an act related to an unlawful Company distribution. Neither the amendment nor repeal of this paragraph shall eliminate or reduce the effect of this paragraph in respect of any matter occurring, or any cause of action, suit or claim that, but for this paragraph, would accrue or arise, prior to such amendment or repeal. If the Texas Limited Liability Company Act, the Texas Business Corporation Act, the Texas Miscellaneous Corporation Laws Act, or other applicable law is hereinafter amended to authorize corporate action further eliminating or limiting the personal liability of managers, then the liability of each manager of the Company shall be eliminated or limited to the fullest extent permitted by the Texas Limited Liability Company Act, the Texas Business Corporation Act, the Texas Miscellaneous Corporation Laws Act, or other applicable law, as so amended from time to time.

C. Written Consent. Any action required by the Act or the Texas Business Corporation Act to be taken at any annual or special meeting of members, or any action which may be taken at any annual or special meeting of members, may be taken without a meeting, without prior notice, and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by the holder or holders of membership interests having not less than the minimum number of votes that would be necessary to take such action at a meeting at which the holders of all membership interests entitled to vote on the action were present and voted. Prompt notice of taking of any action by the members without a meeting by less than unanimous written consent shall be given to those members who did not consent in writing to the action.

D. Regulations. The power to alter, amend, repeal or adopt the Regulations is hereby vested in the Board of Managers, subject to repeal or change by action of the members.

E. Non-Cumulative Voting. Managers are to be elected by plurality vote. Cumulative voting is not permitted.

8. Principal Place of Business; Registered Office and Agent. The street address of the Company's principal place of business is 690 East Lamar Blvd., Suite 400, Arlington, Texas 76011. The name of the initial registered agent of the Company is R. Douglas Orr and the address of such initial registered agent is 690 East Lamar Blvd., Suite 400, Arlington, Texas 76011.

9. Initial Managers. The Company is to be managed by a board of managers consisting of one or more managers. The number of managers constituting the initial board of managers is two (2) and the names and addresses of the persons who will serve as managers until the first annual meeting of the members and until their successor has been elected and qualified are:

Name	Address
J. Alan Barron	690 East Lamar Blvd., Suite 400 Arlington, Texas 76011
R. Douglas Orr	690 East Lamar Blvd., Suite 400 Arlington, Texas 76011

10. Organizer. The name and address of the organizer is:

Name	Address
William D. Ratliff, III	201 Main Street, Suite 2200 Fort Worth, Texas 76102

This instrument is dated and signed by the undersigned on June 14th, 2005.

/s/ William D. Ratliff, III
William D. Ratliff, III

First Cash Financial Services, Inc.
590 East Lamar Blvd., Suite 400
Arlington, Texas 76011

June 14, 2005

Secretary of State of Texas
Corporation Division
P.O. Box 13697
Austin, Texas 78711

Re: Use of Name “First Cash Credit Management, L.L.C.

Ladies and Gentlemen:

The undersigned does hereby consent to the use of the name “First Cash Credit Management, L.L.C.” by a Texas limited liability company to be organized.

Very truly yours,

FIRST CASH FINANCIAL SERVICES, INC.

By: /s/ Rick L. Wessel
Rick L. Wessel, President

RLW:kma

Exhibit 3.19

ARTICLES OF INCORPORATION
OF
KING PAWN, INC.

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND MARCH 22, 1996 AT 10:09 O'CLOCK A. M. AS IN CONFORMITY WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND CAPITALIZATION FEE [ILLEGIBLE] PAID:	RECORDING FEE PAID:	SPECIAL FEE PAID:
$ 20.00	$ 20.00	$

D4362703

IT IS HEREBY CERTIFIED THAT THE WITHIN INSTRUMENT, TOGETHER WITH ALL INDORSEMENTS THEREON HAS BEEN RECEIVED APPROVED AND RECORDED BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

DOCUMENT RESOURCES
STE 600
120 W FAYETTE ST.
1 CENTER PLAZA
BALTIMORE MD 21201

[SEAL]

184C3094258
A517238

RECORDED IN THE RECORDS OF THE
STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION OF MARYLAND IN LIBER, FOLIO

STATE OF MARYLAND
I hereby certify that this is a true and complete copy of the 2 page document on file in this office. DATED: 3-19-14
STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
BY: [ILLEGIBLE], Custodian
This stamp replaces our previous certification system. Effective: 6/95

RECEIVED 10:09a
'96 MAR 22

ARTICLES OF INCORPORATION
OF
KING PAWN, INC.

(State of Maryland)

FIRST: The undersigned, Richard G. David, whose address is 11210 19th Street, N.W., Suite 800, Washington, D.C. 20036, being at least eighteen years of age, does, under and by virtue of the laws of the State of Maryland authorizing the formation of corporations, hereby form a corporation.

SECOND: The name of the corporation (which is hereinafter referred to as the "Corporation") is:

King Pawn, Inc.

THIRD: The period of the duration of the Corporation is perpetual.

FOURTH:

(a) The address of the principal office of the Corporation in the State of Maryland is:

14530 Mayfair Drive
Laurel, Maryland 20707

(b) The name and address of the resident agent of the Corporation in the State of Maryland are:

Michael P. Shapiro
14530 Mayfair Drive
Laurel, Maryland 20707

(c) Said resident agent is a citizen of Maryland and actually resides therein.

FIFTH: The aggregate number of shares of stock which the Corporation is authorized to issue is one thousand (1,000) shares. The Corporation shall have one class of common stock having a par value of One Dollar ($1.00) per share. The aggregate par value of all shares of all classes is One Thousand Dollars ($1,000.00).

SIXTH: The number of directors constituting the Board of Directors shall not be less than three (3), except that in the event that all of the outstanding shares of stock of the Corporation are owned of record by less than three stockholders, the number of directors may be less than three (3) but not less than the number of stockholders. Because the Corporation will initially have one (1) stockholder, the initial Board of Directors of the Corporation shall consist of one (1) person.

The name and address of such person who shall serve as sole Director of the Corporation until the first annual meeting or until his successor is elected and shall qualify are as follows:

Michael P. Shapiro	14530 Mayfair Drive Laurel, Maryland 20707

SEVENTH: The purpose or purposes for which the corporation is formed are as follows:

1. To own and operate a pawn shop and check cashing service, and engage in related activities.

2. To purchase, acquire, hold, improve, sell, convey, assign, release, mortgage, encumber, lease, hire, manage and deal in real and personal property of every name and nature, improved or otherwise, including stocks and securities of other corporations, and general and/or limited partnership interests in general or limited partnerships (and serve as a general or limited partner in connection therewith), and to loan money and take securities for the payment of all sums due the Corporation, and to sell, assign and release such securities.

3. To acquire by purchase, lease, manufacture, or otherwise, and to improve and develop real property. To erect dwellings, apartment houses, commercial buildings, and other buildings, private or public of all kinds, and to sell and rent same. To lay out, grade, pave, and dedicate roads, streets, avenues, highways, alleys, courts, paths, walks, parks and playgrounds.

4. To acquire, by purchase, lease, manufacture, or otherwise, any personal property deemed necessary or useful in any business of the Corporation or in the equipment, furnishing, improvement, development, or management of any property, real or personal, at any time owned, held, or occupied by the Corporation and to invest, trade, and deal in any personal property deemed beneficial to the Corporation, and to encumber or dispose of any personal property at any time held or owned by the Corporation.

5. To engage in, operate and/or acquire interests in any kind of business, of whatever nature, which may be permitted by law.

6. To import, export, manufacture, produce, buy, sell, and otherwise deal in and with, goods, wares, and merchandise of every class and description.

7. To acquire all or any part of the good will, rights, property, and business of any person, firm, association, or corporation heretofore or hereafter engaged in any business;

and to hold, utilize, enjoy, and in any manner dispose of, the whole or any part of the rights, property, and business so acquired, and to assume in connection therewith any liabilities of any such person, firm, association, or corporation.

8. To acquire by purchase, subscription or in any other manner, take, receive, hold, use, employ, sell, assign, transfer, exchange, pledge, mortgage, lease, dispose of and otherwise deal in and with, any shares of stock, shares, voting trust certificates, bonds, debentures, notes, mortgages, or other obligations, securities, or evidences of indebtedness, and any certificates, receipts, warrants, or other instruments evidencing rights or options to receive, purchase, or subscribe for the same or representing any other rights or interests therein or in any property or assets, issued or created by any persons, firms, associations, corporations, syndicates or by any governments or subdivisions thereof wherever organized and wherever doing business; and to possess and exercise in respect thereof any and all of the rights, powers, and privileges of individual holders, including the right to vote on any shares of stock so held or owned and upon a distribution of the assets or division of the profits of this Corporation to distribute any such shares of stock, voting trust certificates, bonds or other obligations, securities or evidence of indebtedness, or the proceeds thereof, among the stockholders of the Corporation.

9. To contract, enlarge, repair, remodel, or otherwise engage in any work upon buildings of every nature, roads, and sidewalks, and to engage in iron, steel, wood, brick, concrete, stone, cement, masonry, glass, and earth construction, and to execute contracts or to receive assignments of contracts therefor, or relating thereto, also, to manufacture and furnish the building materials and supplies connected therewith.

10. To apply for, obtain, purchase, or otherwise acquire, any patents, copyrights, licenses, trademarks, trade names, rights, processes, formulas, and the like, which may seem capable of being used for any of the purposes of the Corporation; and to use, exercise, develop, grant licenses in respect of, sell, and otherwise turn to account the same.

11. To purchase or otherwise acquire, and to hold, sell, or otherwise dispose of, and to retire and reissue, shares of its own stock of any class in any manner now or hereafter authorized or permitted by law, and to pay therefor, with cash or other property, as shall be determined by a majority of the Board of Directors.

12. To borrow or raise money for any of the purposes of the Corporation and to issue bonds, debentures, notes, or other obligations of any nature, and in any manner permitted by law, including obligations convertible into stock of the

Corporation, for money so borrowed or in payment for property purchased, or for any other lawful consideration, and to secure the payment thereof, and of the interest thereon, by mortgage upon, or pledge or conveyance or assignment in trust of, the whole or any part of the property of the Corporation, real or personal, including contract rights, whether at the time owned or thereafter acquired, and to sell, pledge, discount, or otherwise dispose of, such bonds, notes or other obligations of the Corporation for its corporate purposes.

13. To aid in any manner any person, firm, association or corporation, or syndicate any shares of stock, shares, bonds, debentures, notes, mortgages, or other obligations, or any certificates, receipts, warrants, or other instruments evidencing rights or options to receive, purchase, or subscribe for the same, or representing any other rights or interests therein, which are held by or for this Corporation, or in the welfare of which the Corporation shall have any interest, and to do any acts or things designed to protect, preserve, improve and enhance the value of any such property or interests, or any other property of the Corporation.

14. To guarantee the payment of dividends upon any shares of stock of, or the performance of any contract by any one or more of any other corporation, entity, or association or any individual, including any shareholder, officer, or director of the Corporation, and to endorse or otherwise guarantee the payment of principal and interest, or either, and other monetary and non-monetary obligations, of any bonds, debentures, notes, securities or other evidence of indebtedness created or issued by any such other corporation, entity or association or any individual, including any shareholder, officer or director of the Corporation and to secure such guarantees with any property and/or liens on any property of the Corporation. It is not necessary that any guaranty or endorsement made pursuant to this paragraph shall be intended to result in benefit to the Corporation.

15. To carry out all or any part of the foregoing objects as principal, broker, factor, agent, contractor, or otherwise, either alone or through or in conjunction with any person, firm, association, entity or corporation, and in any part of the world, and, in carrying on its business and for the purpose of attaining or furthering any of its objects and purposes, and to make and perform any contracts and to do any acts and things, and to exercise any powers suitable, convenient, or proper for the accomplishment of any of the objects and purposes herein enumerated or incidental to the powers herein specified, or which at any time may appear conducive to or expedient for the accomplishment of any such objects and purposes.

16. To carry out all or any part of the aforesaid objects and purposes, and to conduct its business in all or any of its branches, and in any or all states, territories, districts, and possessions of the United States of America and in foreign countries; and to maintain offices and agencies in any or all states, territories, districts, and possessions of the United States of America and in foreign countries.

17. To form, organize, incorporate, and reorganize subsidiary corporations, joint stock companies, entities and associations for any purpose permitted by law.

18. To do any act or thing and exercise any power suitable, convenient, or proper for the accomplishment of any of the objects and purposes herein enumerated or incidental to the powers herein specified, or which at any time may appear conducive to or expedient for the accomplishment of any of such objects and purposes.

19. To have and exercise any and all powers and privileges now or hereafter conferred by the laws of the State of Maryland referred to upon corporations formed under the laws hereinabove referred to, or under any amendment thereof or supplement thereto or in substitution therefor.

The foregoing enumeration of the purposes, objects, and business of the Corporation is made in furtherance and not in limitation of the powers conferred upon the Corporation by law, and it is not intended by the mention of any particular purpose, object or business in any manner to limit or restrict the generality of any other purpose, object, or business mentioned, or to limit or restrict any of the powers of the Corporation, and the Corporation shall have, enjoy, and exercise all of the powers and rights now or hereafter conferred by statute upon corporations of a similar character, it being the intention that the purposes, objects, and powers specified in each of the paragraphs of this article of the Articles of Incorporation shall, except as otherwise expressly provided, in no way be -limited or restricted by reference to or inference from the terms of any other clause or paragraph of this or any other article of these Articles of Incorporation, or of any amendment thereto, and shall each be regarded as independent, and construed as powers as well as objects and purposes; provided, however, that nothing herein contained shall be deemed to authorize or permit the Corporation to carry on any business or exercise any power, or do any act which a corporation formed under the laws of the State of Maryland may not at the time lawfully carry on or do.

EIGHTH: The following provisions are hereby adopted for the purpose of defining, limiting and regulating the powers of the Corporation and of the directors and stockholders:

1. The Board of Directors of the Corporation is hereby empowered to authorize and direct the issuance from time to time of its shares of its stock of any class, whether now or hereafter authorized, and securities convertible into shares of its stock of any class, whether now or hereafter authorized, for such consideration as said Board of Directors may deem advisable, subject to such limitations and restrictions, if any, as may be set forth in the By-Laws of the Corporation.

2. Any director, individually, or any firm of which any director may be a member, or any corporation or association of which any director may be an officer or director or in which any director may be interested as the holder of any amount of its capital stock or otherwise, may be a party to, or may be financially or otherwise interested in, any contract or transaction of the Corporation, and in the absence of fraud no contract or other transaction shall be thereby affected or invalidated, and any director of the Corporation who is also a director or officer or interested in such other corporation or association, or who, or the firm of which he is a member, is so interested, may be counted in determining the existence of a quorum at any meeting of the Board of Directors of the Corporation which shall authorize any such contract or transaction, and may vote thereat to authorize any such contract or transaction, with like force and effect as if he were not such director or officer of such other corporation or association or not so interested or a member of a firm so interested; provided, that in case a director, or a firm of which a director is a member, is so interested, such fact shall be disclosed or shall have been known to and approved by the Board of Directors or a majority thereof, and such action shall otherwise be in compliance with the requirements of the laws of the State of Maryland.

3. Any contract, transaction, or act of the Corporation or of the directors which shall be ratified by a majority of a quorum of the stockholders having voting powers at any annual meeting, or at any special meeting called for such purpose, shall so far as permitted by law be as valid and as binding as though ratified by every stockholder of the Corporation.

4. Unless the By-Laws otherwise provide, any officer or employee of the Corporation (other than a director) may be removed at any time with or without cause by the Board of Directors or by any committee or superior officer upon whom such power of removal may be conferred by the By-Laws or by authority of the Board of Directors.

5. No holder of stock of any class shall be entitled as a matter of right to subscribe for or purchase any part of any new or additional issue of stock of any class or of securities convertible into stock of any class, whether now or hereafter authorized or whether issued for money, for a consideration other than money, or by way of dividend.

IN WITNESS WHEREOF, I have signed these Articles of Incorporation on the 21st day of March, 1996, and acknowledge the same to be my act.

WITNESS:

[ILLEGIBLE]

/s/ Richard G. David
Richard G. David, Incorporator

This Form is Used By Agent Acting on Its Own Authority. The Fee is $10.00.

RESIDENT AGENT'S NOTICE OF CHANGE OF ADDRESS

I certify that I, Michael P. Shapiro
am the resident agent of King Pawn, Inc.
(Name of Entity)

organized under the laws of Maryland (State) My address as resident

agent has changed **from** 14530 Mayfair Drive, Laurel, Maryland 20707

to 15278 Ridgehut Drive, Woodbine, Maryland 21797

☒ **(CHECK IF APPLICABLE)** The old and new addresses of the resident agent are also the old and new addresses of the principal office of this entity in Maryland.

The above named entity has been advised by me in writing of this change.

/s/ Michael P. Shapiro
Resident Agent
Michael P. Shapiro

Mail to: State Department of Assessments & Taxation
301 W. Preston Street
Room 801
Baltimore, MD 21201

STATE OF MARYLAND
I hereby certify that this is a true and complete copy of the 2 page document on file in this office. DATED: 3-19-14
STATE DEPARTMENT OF ASSESMENTS AND TAXATION
BY: [ILLEGIBLE], Custodian
This stamp replaces our previous certification system. Effective: 6/95

**** KEEP WITH DOCUMENT ****

DOCUMENT CODE 80 BUSINESS CODE_____
 # D04362703

Close_____ Stock_____ Nonstock_____

P.A._____ Religious_____

Merging (Transferor) _____

FEES REMITTED

Base Fee:	**$10.00**
Org. & Cap. Fee:	
Expedite Fee:	
Penalty:	
State Recordation Tax:	
State Transfer Tax:	
Certified Copies:	
Copy Fee:	
Certificates:	
Certificate Fee:	
Other:	
TOTAL FEES:	**$10.00**

Credit Card_____ Check XX Cash_____
3 Documents on 1 Checks

APPROVED BY: RMC

KEYED BY: [ILLEGIBLE]

COMMENT(S):

STATE OF MARYLAND
DEPT OF ASSESSMENTS AND TAXATION
CUST ID: 0000451098
WORK ORDER: 0000345994
DATE: 08-08-2000 12:49 PM
AMT. PAID: $30.00

ID # D04362703 ACK # 1000210528000000
LIBER: B00170 FOLIO: 1436 PAGES: 0002
KING PAWN, INC.

07/07/2000 AT 10:57 A WO # 0000345994

(New Name) _____

	Change of Name
XXXXX	**Change of Principal Office**
	Change of Resident Agent
XXXXX	**Change of Resident Agent Address**
	Resignation of Resident Agent
	Designation of Resident Agent and Resident Agent's Address
	Change of Business Code
	Adoption of Assumed Name
	Other Change(s)

CODE_____

ATTENTION: **Elizabeth M. Hamelin**

MAIL TO ADDRESS:_____

WOMBLE, CARLYLE, SANDRIDGE & RICE, PLLC

1120 - 19th Street, N.W., 8th Floor

Washington, D.C. 20036-3684

STATE OF MARYLAND
DEPT OF ASSESSMENTS AND TAXATION
CUST ID: 0002161436
WORK ORDER: 0001604474
DATE: 07-22-2008 12:58 PM
AMT. PAID: $75.00

RESOLUTION TO CHANGE PRINCIPAL OFFICE OR RESIDENT AGENT

The directors/stockholders/general partner/authorized person of

King Pawn, Inc.,
(Name of Entity)

organized under the laws of Maryland, passed the following resolution:
(State)

[CHECK APPLICABLE BOX(ES)]

☐ The principal office is changed from: (old address)

to: (new address)

☒ The name and address of the resident agent is changed from:

Michael P. Shapiro
15278 Ridgehut Drive, Woodbine, MD 20707

to:

National Registered Agents, Inc. of MD
836 Park Avenue, Second Floor, Baltimore, MD 21201

I certify under penalties of perjury the foregoing is true.

/s/ Shannon Shapiro
Secretary or Assistant Secretary
General Partner
Authorized Person

I hereby consent to my designation in this document as resident agent for this entity.

National Registered Agents, Inc. of MD

SIGNED by: /s/ John Christel
Resident Agent
John Christel VP of NRAI of MD

STATE OF MARYLAND
I hereby certify that this is a true and complete copy of the 2 page document on file in this office. DATED 3-19-14
STATE DEPARTMENT OF ASSESMENTS AND TAXATION:
BY: [ILLEGIBLE], Custodian
This stamp replaces our previous certification system. Effective: 6/95

CORPORATE CHARTER APPROVAL SHEET
****EXPEDITED SERVICE** ** KEEP WITH DOCUMENT ****

DOCUMENT CODE 80 BUSINESS CODE _____
D04362703

[BARCODE]

Close_____ Stock_____ Nonstock_____

P.A._____ Religious_____

Merging (Transferor) _____

Affix Barcode Label Here
ID # D04362703 ACK # 1000361996728873
PAGES: 0002
KING PAWN, INC.

07/18/2008 AT 02:26 P WO # 0001604474

Surviving (Transferee) _____

(New Name _____

FEES REMITTED

	Base Fee:	25
	Org. & Cap. Fee:	
	Expedite Fee:	50
	Penalty:	
	State Recordation Tax:	
	State Transfer Tax:	
_____	Certified Copies:	
	Copy Fee:	
_____	Certificates	
	Certificate of Status Fee:	
	Personal Property Filings:	
	Mail Processing Fee:	
	Other:	
	TOTAL FEES:	75

_____	Change of Name
_____	Change of Principal Office
ü	Change of Resident Agent
ü	Change of Resident Agent Address
_____	Resignation of Resident Agent
_____	Designation of Resident Agent and Resident Agent's Address
_____	Change of Business Code
_____	Adoption of Assumed Name
_____	Other Change(s)

Credit Card_____ Check ü Cash_____
_____ Documents on _____ Checks

Approved By: [ILLEGIBLE]

Keyed By: [ILLEGIBLE]

COMMENT(S):

Code 194

Attention: _____

CORPASSIST OF BALTIMORE
2ND FLOOR
836 PARK AVE
BALTIMORE MD 21201-4753

Stamp Work Order and Customer Number HERE

STATE OF MARYLAND
DEPT OF ASSESSMENTS AND TAXATION
CUST ID: 0002161436
WORK ORDER: 0001604474
DATE: 07-22-2008 12:58 PM
AMT. PAID: $75.00

RESOLUTION TO CHANGE PRINCIPAL OFFICE OR RESIDENT AGENT

The directors/stockholders/general partner/authorized person of

King Pawn, Inc.
(Name of Entity)

organized under the laws of Maryland, passed the following resolution:
(State)

[CHECK APPLICABLE BOX(ES)]

☐ **The principal office is changed from: (old address)**

to: (new address)

☒ **The name and address of the resident agent is changed from:**

National Registered Agents, Inc. of MD

Second Floor, 836 Park Avenue, Baltimore, MD 21201

to:

The Corporation Trust Incorporated, 351 West Camden Street, Baltimore, Maryland 21201

I certify under penalties of perjury the foregoing is true.

[ILLEGIBLE]
Secretary or Assistant Secretary
General Partner
Authorized Person

I hereby consent to my designation in this document as resident agent for this entity.

The Corporation Trust Incorporated

SIGNED By: [ILLEGIBLE]
Resident Agent

STATE OF MARYLAND
I hereby certify that this is a true and complete copy of the 3 page document on file in this office. DATED: 3-19-14
STATE DEPARTMENT OF ASSESMENTS AND TAXATION
BY: [ILLEGIBLE], Custodian
This stamp replaces our previous certification system. Effective: 6/95

MEETING OF THE BOARD OF DIRECTORS OF
King Pawn, Inc.
September 30, 2010

On September 30, 2010, the Board of Directors of King Pawn, Inc. (the "Company") held a meeting at the Company's corporate offices. The undersigned, constituting all of the Directors of the Company, adopted the resolutions, as follows:

1. **RESOLVED**, that the resident agent of the Company is changed from National Registered Agents, Inc. of MD to The Corporation Trust Incorporated. **A MOTION** was made by Rick Wessel, seconded by R. Douglas Orr and passed unanimously by the Board to change the resident agent.

2. **RESOLVED**, that the address of the resident agent of the Company is changed from Second Floor, 836 Park Avenue, Baltimore, Maryland 21201 to 351 West Camden Street, Baltimore, Maryland 21201. **A MOTION** was made by Rick Wessel, seconded by R. Douglas Orr and passed unanimously by the Board to change the address of the resident agent.

3. **RESOLVED**, that the meeting should be adjourned. **A MOTION** was made by Rick L. Wessel, seconded by R. Douglas Orr and passed unanimously by the Board to adjourn the meeting.

IN WITNESS WHEREOF, the undersigned, being all the members of the Board of Directors of King Pawn, Inc., hereby acknowledges the adoption of the above-referenced resolutions, effective this the thirtieth day of September 2010.

/s/ Rick L. Wessel
Rick L. Wessel

/s/ R. Douglas Orr
R. Douglas Orr

CUST ID: 0002489295
WORK ORDER: 0003705875
DATE: 10-05-2010 01:07 PM
AMT. PAID: $75.00

CORPORATE CHARTER APPROVAL SHEET
****EXPEDITED SERVICE** ** KEEP WITH DOCUMENT ****

DOCUMENT CODE 80 BUSINESS CODE _____
D04362703

[BARCODE]

Close_____ Stock_____ Nonstock_____

P.A._____ Religious_____

Merging (Transferor) _____

ID # D04362703 ACK # 1000362000584351
PAGES: 0003
KING PAWN, INC.

10/01/2010 AT 04:03 P WO # 0003705875

Surviving (Transferee) _____

New Name _____

FEES REMITTED

	Base Fee:	25
	Org. & Cap. Fee:	
	Expedite Fee:	50
	Penalty:	
	State Recordation Tax:	
	State Transfer Tax:	
_____	Certified Copies Copy Fee:	
_____	Certificates Certificate of Status Fee:	
	Personal Property Filings:	
	Mail Processing Fee:	
	Other:	
	TOTAL FEES:	75

_____	Change of Name
_____	Change of Principal Office
ü	Change of Resident Agent
ü	Change of Resident Agent Address
_____	Resignation of Resident Agent
_____	Designation of Resident Agent and Resident Agent's Address
_____	Change of Business Code
_____	Adoption of Assumed Name
_____	Other Change(s)

Credit Card_____ Check ü Cash ____ Documents on _____Checks

Approved By: [ILLEGIBLE]

Keyed By: [ILLEGIBLE]

COMMENT(S):

Code 007

Attention: _____

Mail: Name and Address

THE CORPORATION TRUST INCORPORATED
351 WEST CAMDEN STREET
BALTIMORE MD 21201-7912

Stamp Work Order and Customer Number HERE

CUST ID: 0002489295
WORK ORDER: 0003705875
DATE: 10-05-2010 01:07 PM
AMT. PAID: $75.00

RECEIVED
DEPARTMENT OF
ASSESMENTS AND TAXATION
2012 OCT 31 P 1:53

RESOLUTION TO CHANGE PRINCIPAL OFFICE OR RESIDENT AGENT

The directors/stockholders/general partner/authorized person of

KING PAWN, INC.

(Name of Entity)

organized under the laws of Maryland (State) passed the following resolution:

(Check applicable boxes)

☐ **The principal office is changed from: (old address)**

to: (new address)

☒ **The name and address of the resident agent is changed from:**

The Corporation Trust Incorporated
351 West Camden Street, Baltimore, MD 21201

to:

CSC-Lawyers Incorporating Service Company
7 St. Paul Street, Suite 1660, Baltimore, MD 21202

I certify under penalties of perjury the foregoing is true.

Signed [ILLEGIBLE] Secretary
Secretary or Assistant Secretary
General Partner
Authorized Person

I hereby consent to my designation in this document as resident agent for this entity.

CSC-Lawyers Incorporating Service Company

Signed By: /s/ Sylvia Queppet
Resident Agent
Sylvia Queppet, Assistant Vice President

CUST ID: 0002828949
WORK ORDER: 0004045529
DATE: 11-01-2012 01:28 PM
AMT. PAID: $300.00

STATE OF MARYLAND
I hereby certify that this is a true and complete copy of the 2 page document on file in this office. DATED: 3-19-14
STATE DEPARTMENT OF ASSESMENTS AND TAXATION
BY: [ILLEGIBLE], Custodian
This stamp replaces our previous certification system. Effective: 6/95

CORPORATE CHARTER APPROVAL SHEET
**** KEEP WITH DOCUMENT ****

DOCUMENT CODE 80 BUSINESS CODE _____
D04362703

[BARCODE]

Close _____ Stock _____ Nonstock _____

P.A. _____ Religious _____

Merging (Transferor) _____

Affix Barcode Label Here
ID # D04362703 ACK # 1000362004201465
PAGES: 0002
KING PAWN, INC.

10/31/2012 AT 01:53 P WO # 0004045526

Surviving (Transferee) _____

New Name _____

	FEES REMITTED
Base Fee:	25
Org. & Cap. Fee:	
Expedite Fee:	
Penalty:	
State Recordation Tax:	
State Transfer Tax:	
_____ Certified Copies	
Copy Fee:	
_____ Certificates	
Certificate of Status Fee:	
Personal Property Filings:	
Mail Processing Fee:	
Other:	
TOTAL FEES:	25

_____	Change of Name
_____	Change of Principal Office
ü	Change of Resident Agent
ü	Change of Resident Agent Address
_____	Resignation of Resident Agent
_____	Designation of Resident Agent and Resident Agent's Address
_____	Change of Business Code
_____	Adoption of Assumed Name
_____	Other Change(s)

Code_____

Attention: _____

Credit Card _____ Check ____ Cash ____

7 Documents on _____ Checks

Approved By: 10

Keyed By: _____

COMMENT(S):

Mail: Name and Address

CSC (UNITED STATES CORPORATION)
EVELYN WRIGHT
STE. 400
2711 CENTERVILLE RD
WILMINGTON DE 19808–1660

Stamp Work Order and Customer Number HERE

CUST ID: 0002828946
WORK ORDER: 0004045526
DATE: 11-01-2012 01:18 PM
AMT. PAID: $175.00

Exhibit 3.20

BY-LAWS OF

KING PAWN, INC.

A MARYLAND CORPORATION

Adopted: As of March 22, 1996

TABLE OF CONTENTS
OF BY-LAWS OF
KING PAWN, INC.

BY-LAWS OF

KING PAWN, INC.

A MARYLAND CORPORATION

ARTICLE I. OFFICES

Section 1. Office The principal office of the Corporation shall be located at:

14530 Mayfair Drive
Laurel, Maryland 20707

Section 2. Registered Office The registered office of the Corporation required by the Annotated Code of Maryland to be maintained in the State of Maryland may be but need not be identical with the principal office in the State of Maryland and the address of the registered office may be changed from time to time by the Board of Directors.

Section 3. Additional Offices The Corporation may also have offices at such other places, both within and without the State of Maryland, as the Board of Directors may from time to time determine or as the business of the Corporation may require.

ARTICLE II. MEETINGS OF STOCKHOLDERS

Section 1. Time and Place Meetings of stockholders for any purpose may be held at such time and place, within or without the jurisdiction, as the Board of Directors may fix from time to time and as shall be stated in the notice of the meeting or in a duly executed waiver of such notice.

Section 2. Annual Meeting Annual meetings of stockholders shall be held on the 1st Monday of the month of August, if not a legal holiday, or, if a legal holiday, then on the next succeeding day not a legal holiday, at 10:00 a.m. or at such other date and time as shall be designated by the Board of Directors and stated in the notice of the meeting. At such annual meeting, the stockholders shall elect a Board of Directors and transact such other business as may properly be brought before the meeting. The first annual meeting of the stockholders following the adoption of these By-Laws shall be held in the year 1996.

Section 3. Special Meetings Special meetings of the stockholders, for any purpose or purposes, unless otherwise prescribed by statute or by the Articles of Incorporation, may be called by the Chairman of the Board (if any), the Board of Directors, the President, or by the Secretary at the request in writing of a majority of the Board of Directors, or at the request in writing of the stockholders entitled to not less than

51% of all of the votes entitled to be cast at such meeting. Such request by stockholders shall state the purpose or purposes of such meeting and the matters to be acted on thereat. If the request is made by stockholders, the President or Secretary shall inform such stockholders of the reasonably estimated cost of preparing and mailing such notice of the meeting, as required by these By-Laws, to all stockholders entitled to vote at such meeting. No special meeting need be called upon request of the stockholders entitled to cast less than a majority of all votes entitled to be cast at such meeting to consider any matter which is substantially the same as a matter voted upon at any special meeting of stockholders held during the preceding twelve (12) months.

Section 4. Notices of Meetings

(a) Except as otherwise provided by statute, written notice of each meeting of stockholders, whether annual or special, stating the purpose for which the meeting is called, and the time when and the place where it is to be held, shall be served either personally or by mail, not less than ten (10) (unless a longer period is required by law) nor more than ninety (90) days prior to the meeting upon each stockholder of record entitled to vote at such meeting; provided, however, that notice of a stockholders' meeting to act on an amendment to the Articles of Incorporation, a plan of merger or share exchange, a proposed sale of all or substantially all of the assets, or the dissolution of the Corporation, shall not be given less than 25 nor more than 90 days prior to the meeting date. If mailed, such notice shall be directed to each stockholder at his address as it appears on the stock record books of the Corporation, unless he shall have previously filed with the Secretary of the Corporation a written request that notices intended for him be mailed to some other address, in which case it shall be mailed to such designated address.

(b) Notice of any meeting need not be given to any person who may become a stockholder of record after the mailing of such notice and prior to the meeting, nor to any stockholder who attends such meeting in person or by proxy, nor to any stockholder who, in person or by attorney thereunto authorized, waives notice of any meeting in writing either before or after such meeting. Notice of any adjourned meeting of stockholders need not be given, unless otherwise required by statute.

Section 5. Closing of Transfer Books or Fixing of Record Date For the purpose of determining stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or stockholders entitled to receive payment of any dividend, or in order to make a determination of stockholders for any other proper purpose, the Board of Directors

of the Corporation may provide that the stock transfer books shall be closed for a stated period of not more than twenty (20) days. In lieu of closing the stock transfer books, the Board of Directors may fix in advance a date as the record date for any such determination of stockholders, such date in any case to be not more than ninety (90) days before the date of such meeting. If the stock transfer books are not closed and no record date is fixed for the determination of stockholders entitled to notice of or to vote at a meeting of stockholders, the date on which notice of the meeting is mailed shall be the record date for such determination of stockholders or the thirtieth day before the meeting if later. When a determination of stockholders entitled to vote at any meeting of stockholders has been made as provided in this section, such determination shall apply to any adjournment thereof.

Section 6. Voting Lists At least ten (10) days before each meeting of stockholders, the officer or agent having charge of the stock transfer books or shares in the Corporation shall make a complete list of the stockholders entitled to vote at each meeting or any adjournment thereof, arranged in alphabetical order, with the address of and the number of shares held by each. Such list shall be kept on file at the registered office or principal place of business of the Corporation for at least ten (10) days prior to such meeting and shall be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any stockholder during normal business hours for the 10-day period prior to, and during the whole time of the meeting.

Section 7. Presiding Officer At all meetings of the stockholders, the President, or in his absence, the Chairman of the Board (if any), or in his absence, a Chairman chosen by the stockholders owning a majority of the shares of stock of the Corporation issued and outstanding and entitled to vote at the meeting and who are present in person or represented by proxy, shall preside. The Secretary of the Corporation shall act as Secretary of the meeting.

Section 8. Quorum; Adjournments

(a) Except as otherwise provided herein, or by statute, or in the Articles of Incorporation, at all meetings of stockholders of the Corporation, the presence in person or by proxy of stockholders holding of record a majority of the total number of shares of the Corporation then issued and outstanding and entitled to vote, shall be necessary and sufficient to constitute a quorum for the transaction of any business.

(b) In the absence of a quorum at any meeting of the stockholders, the stockholders present in person or by proxy and entitled to vote thereat, or, if no stockholders entitled to vote are present in person or by proxy, any officer authorized to preside at or act as Secretary of such meeting, may adjourn the meeting from time to time for a period not exceeding twenty (20) days at any one time, until a quorum shall be present. At any such adjourned meeting at which a quorum is present, any business may be transacted which might have been transacted at the meeting as originally called if a quorum had been present.

(c) Even if a quorum shall be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have the power to adjourn the meeting from time to time for good cause, without notice of the adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken, until a date which is not more than twenty (20) days after the original meeting. At such adjourned meeting, at which a quorum shall be present in person or represented by proxy, any business may be transacted which might have been transacted at the meeting as originally called. If the adjournment is for more than twenty (20) days, or, if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting.

Section 9. Voting

(a) Except as otherwise provided by statute, or by the Articles of Incorporation, at each meeting of stockholders, each holder of record of stock of the Corporation entitled to vote thereat shall be entitled to one vote for each share of stock held by him and registered in his name on the books of the Corporation. At any meeting of stockholders, every stockholder having the right to vote shall be entitled to vote in person or by proxy, except that no stockholder shall be entitled to vote in respect of any shares of capital stock if any installment payable thereon is overdue and unpaid.

(b) Except as otherwise provided by statute, or by the Articles of Incorporation, the affirmative vote of those holding of record in the aggregate at least a majority of the issued and outstanding shares of stock present in person or by proxy and entitled to vote at a meeting of stockholders with respect to a question or matter brought before such meeting shall be necessary and sufficient to decide such question or matter for and on behalf of the stockholders.

(c) Each stockholder entitled to vote may vote by proxy; provided, however, that the instrument authorizing such proxy to act shall have been executed in writing by the stockholder himself, or by his attorney-in-fact thereunto duly authorized in writing. No proxy shall be valid after the expiration of eleven months from the date of its execution unless the person executing it shall have specified therein the length of time it is to continue in force.

Section 10. Voting of Shares by Certain Holders

(a) Shares standing in the name of another Corporation may be voted by such officer, agent, or proxy as the By-Laws of such Corporation may prescribe, or in the absence of such provision, as the Board of Directors of such Corporation may determine.

(b) Shares held by an administrator, executor, guardian or conservator may be voted by him either in person or by proxy, without a transfer of such shares into his name. Shares standing in the name of the trustee may be voted by him, either in person or by proxy, but no trustee shall be entitled to vote shares held by him without a transfer of such shares into his name.

(c) Shares standing in the name of receiver or a trustee in bankruptcy may be voted by such receiver or trustee in bankruptcy, and shares held by or under the control of a receiver or a trustee in bankruptcy may be voted by such receiver or trustee in bankruptcy without the transfer thereof into his name if authority so to do be contained in an appropriate order of the court by which such receiver or trustee in bankruptcy was appointed.

(d) A stockholder whose shares are pledged shall be entitled to vote such shares until the shares have been transferred into the name of the pledgee, and thereafter the pledgee shall be entitled to vote the shares so transferred.

(e) Shares standing in the name of a partnership may be voted by any partner or partners having authority to bind the partnership in accordance with any applicable agreement or agreements among the partners of such partnership, provided that neither the Chairman of the meeting, the Secretary of the meeting, the Corporation, nor any of its officers or directors shall be required to see that the person or persons voting such shares do so in conformity with such agreement or agreements.

(f) Shares standing in the name of two or more persons as joint tenants, or tenants in common, or tenants by the entirety, may be voted in person or by proxy by any one or more of such persons. If more than one of such tenants shall vote such shares, the votes shall be divided among them in proportion to the number of such persons voting in person or by proxy, or in such other manner as they shall agree.

Section 11. Order of Business; Statement of Affairs

(a) The following order of business, unless otherwise ordered at the meeting, shall be observed as far as practicable and consistent with the purposes of the meeting:

1. Call the meeting to order.
2. Presentation of proxies, if any.
3. Determination and announcement that a quorum is present.
4. Reading and approval of the minutes of the previous meeting.
5. Reports of officers, if any.
6. Submission of statement of affairs by Treasurer (annual meeting only).
7. Election of directors, (annual meeting or a meeting called for that purpose).
8. Miscellaneous business and matters raised from the floor.
9. Adjournment.

Section 12. Action by Consent Unless otherwise provided by law, any action required or permitted to be taken at any meeting of stockholders may be taken without a meeting, without prior notice and without a vote, if a unanimous written consent, setting forth such action, is signed by all the stockholders entitled to vote on the subject matter thereof, and any other stockholders entitled to notice of a meeting of stockholders (but not to vote thereat) have waived in writing any rights which they may have to dissent from such action, and such consent and waiver are filed with the records of the Corporation. Such written consent shall be filed with the minutes of meetings of stockholders.

ARTICLE III. BOARD OF DIRECTORS

Section 1. Number, Election and Term of Office

(a) The initial number of the Directors of the Corporation shall be as set forth in the Articles of Incorporation. Thereafter, subject to any requirements of applicable law specifying the minimum number of Directors of the Corporation, the number of Directors may be increased or decreased from time to time by amendment to these By-Laws, provided that no decrease in number shall shorten the term of any incumbent Director and any increases shall be filled.

(b) Except as otherwise provided herein or in the Articles of Incorporation, the members of the Board of Directors, who need not be stockholders of the Corporation, shall be elected by the vote of stockholders holding of record in the aggregate at least a plurality of the shares of stock of the Corporation present in person or by proxy and entitled to vote at the annual meeting of stockholders.

(c) Each Director shall hold office until the annual meeting of the stockholders next succeeding his election and until his successor is elected and qualified or until his death, incompetency, resignation or removal.

Section 2. Duties, Powers and Committees The business and affairs of the Corporation shall be managed by its Board of Directors, which shall be responsible for the control and management of the affairs, property and interests of the Corporation, and may exercise all powers of the Corporation, except as herein provided, or except as may be expressly conferred upon or reserved to the stockholders in the Articles of Incorporation or by statute.

Section 3. Vacancies Any vacancy occurring in the Board of Directors for any cause other than by reason of an increase in the number of directors, may, unless otherwise provided in these By-Laws, be filled by the affirmative vote of a majority of the remaining members of the Board of Directors, although such a majority is less than a quorum. Any vacancy occurring by reason of an increase in the number of directors may, unless otherwise provided in these By-Laws, be filled by action of a majority of the entire Board of Directors. A director elected by the Board of Directors to fill a vacancy shall be elected to hold office until the next annual meeting of stockholders or until his successor is elected and shall qualify, or until his death, incompetency, resignation or removal. If there are no directors in office, any officer or stockholder may call a special meeting of stockholders in accordance with the provisions of the Articles of Incorporation or these By-Laws, at which meeting such vacancies shall be filled.

Section 4. Resignation Any director may resign at any time by giving written notice to the Board of Directors, the Chairman of the Board (if any), the President or the Secretary of the Corporation. Unless otherwise specified in such written notice, such resignation shall take effect upon receipt thereof by the Board of Directors or the designated officer. The acceptance of such resignation shall not be necessary to make it effective.

Section 5. Removal

(a) Unless otherwise provided by statute, any director may be removed with or without cause at any time by the affirmative vote of stockholders holding of record in the aggregate at least a majority of the outstanding shares of stock of the Corporation, given at a special meeting of the stockholders called for that purpose.

(b) Unless the charter of the corporation provides otherwise, the stockholders of any class or series are entitled separately to elect one or more directors, a director elected by a class or series may not be removed without cause except by the affirmative vote of a majority of all the votes of that class or series; and

(c) If the corporation has cumulative voting for the election of directors and less than the entire board is to be removed, a director may not be removed without cause of the votes cast against his removal would be sufficient to elect him if then cumulatively voted at an election of the entire board of directors, or if there is more than one class of directors, at an election of the class of directors of which he is a member.

Section 6. Annual and Regular Meetings; Notice

(a) A regular annual meeting of the Board of Directors shall be held without other notice than these By-Laws immediately following the annual meeting of the stockholders at the place of such annual meeting of stockholders.

(b) The Board of Directors from time to time may provide by resolution for the holding of other regular meetings of the Board of Directors and may fix the time and place thereof.

(c) Notice of any regular meeting of the Board of Directors shall not be required to be given; provided, however, that in case the Board of Directors shall fix or change the time or place of any regular meeting, notice of such action shall be mailed promptly to each director who shall not have been present at the meeting at which such action was taken, addressed to him at his residence or usual place of business, unless such notice shall be waived in the manner set forth in Paragraph (c) of Section 7 of this Article III.

Section 7. Special Meetings; Notice

(a) Special meetings of the Board of Directors shall be held whenever called by the Chairman of the Board (if any), the President, or by any two of the Directors, at such time and place as may be specified in the respective notices or waivers of notices thereof.

(b) Notice of any special meeting shall be given at least three (3) days prior to the meeting by written notice delivered personally or mailed to each director at his business address, or by telegram. If mailed, such notice shall be deemed to be delivered when deposited in the United States Mail so addressed, with postage thereon prepaid. If notice be given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegraph company. Any director may waive notice of any meeting. The attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

(c) Notice of any special meetings shall not be required to be given to any director who shall attend such meeting in person or to any director who shall waive notice of such meeting in writing or by telegram, radio or cable, whether before of after the time of such meeting. Any such meeting shall be a legal meeting without any notice thereof having been given if all the directors shall be present thereat. Notice of any adjourned meeting shall not be required to be given.

Section 8. Chairman of the Board The Chairman of the Board (if any), if the Board of Directors so deems advisable and elects, shall be a director of the Corporation, and subject to the direction of the Board of Directors, shall perform such executive, supervisory and management functions and duties as may be assigned to him from time to time. At all meetings of the Board of Directors the Chairman of the Board (if any), or in his absence, the President, or in his absence a chairman chosen by the directors, shall preside.

Section 9. Quorum; Adjournments

(a) At all meetings of the Board of Directors the presence of a majority of the total number of directors then in office shall constitute a quorum for the transaction of business.

(b) Except as otherwise provided by statute, herein, or by the Articles of Incorporation, the action of a majority of the directors present at any meeting at which a quorum is present shall be the act of the Board of Directors.

(c) A majority of the directors present at the time and place of any regular or special meeting, although less than a quorum, may adjourn the same from time to time without further notice, until a quorum shall be present.

(d) At all meetings of the Board of Directors, each director present shall have one vote, irrespective of the number of shares of stock, if any, which he may hold.

Section 10. Action by Consent Any action required or permitted to be taken at any meeting of the Board of Directors may be taken without a meeting if a written consent to such action is signed by all members of the Board of Directors and such written consent is filed with the minutes of the proceedings of the Board. Such consent shall have the same force and effect as a unanimous vote of the Directors.

Section 11. Compensation By resolution of the Board of Directors, each director may be paid his expenses, if any, of attendance at each meeting of the Board of Directors, and may be paid a stated salary as director, or a fixed sum for attendance at each meeting of the Board of Directors, or both. Any director may waive compensation for any meeting. Any director receiving compensation under these provisions shall not be barred from serving the Corporation in any other capacity and receiving compensation and reimbursement for reasonable expenses for such other services.

Section 12. Presumption of Assent A director of the Corporation who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless his dissent shall be entered in the minutes of the meeting or unless he shall file his written dissent to such action with a person acting as the Secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the Corporation within 24 hours after the adjournment of the meeting. Such right to dissent shall not apply to a director who voted in favor of such action or who failed to make his dissent known at the meeting.

Section 13. Meetings by Telephone or Similar Communication The Board of Directors may participate in a meeting by means of a conference telephone or similar communications equipment in which all directors participating in the meeting can hear each other at the same time and participation by such means shall constitute presence in person at such meeting.

ARTICLE IV. OFFICERS

Section 1. Designations The officers of the Corporation shall be chosen by the Board of Directors and shall consist of a Chairman of the Board (if the Board of Directors so deems advisable), a President (who shall perform the functions of the Chairman of the Board if none be elected), one or more Vice Presidents (if the Board of Directors so deems advisable), a Secretary, a Treasurer and such number of other officers and assistant officers as the Board of Directors may from time to time deem advisable. Except as is otherwise provided herein or by statute, any officer may, but is not required to be a director of the Corporation. Except as otherwise provided herein or by statute, any two (2) or more offices may be held by the same person, but no person shall execute, acknowledge or verify any instrument in more than one capacity if such instrument is required by law, the Articles of Incorporation or these By-Laws to be executed, acknowledged or verified by two (2) or more officers.

Section 2. Election and Term

(a) The officers of the Corporation shall be elected by the Board of Directors at the regular annual meeting of the Board following the annual meeting of stockholders. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as convenient.

(b) Each officer shall hold office until the annual meeting of the Board of Directors next succeeding his election and until his successor shall have been elected and qualified or until his earlier death, resignation or removal.

Section 3. Resignation Any officer may resign at any time by giving written notice of such resignation to the Board of Directors or to the President or to the Secretary of the Corporation. Unless otherwise specified in such written notice, such resignation shall take effect upon receipt thereof by the Board of Directors or by such officer and the acceptance of such resignation shall not be necessary to make it effective.

Section 4. Removal

(a) Any officer specifically designated in Section 1 of this Article IV may be removed, either with or without cause, and a successor elected, by a majority vote of the Board of Directors, at any regularly convened regular or special meeting when, in their judgment, the best interests of the Corporation will be served thereby; provided, however, that such removal shall be without prejudice to any independent contract rights of the person removed. Election or appointment as an officer of the Corporation shall not of itself create any contract rights in the person so appointed.

(b) The subordinate officers and agents appointed in accordance with the provisions of Section 13 of this Article IV may be removed, either with or without cause, by a majority vote of the Board of Directors, regularly convened at a regular or special meeting or by any superior officer or agent upon whom such power of removal shall have been conferred by the Board of Directors.

Section 5. Vacancies

(a) A vacancy in any office specifically designated in Section 1 of this Article IV, by reason of death, resignation, inability to act, disqualification, removal or any other cause, shall be filled for the unexpired portion of the term by an affirmative majority vote of the Board of Directors at any regularly convened regular or special meeting.

(b) In the case of a vacancy occurring in the office of a subordinate officer or agent appointed in accordance with the provisions of Section 13 of this Article IV, such vacancy shall be filled by a majority vote of the Board of Directors or by any officer or agent upon whom such power shall have been conferred by the Board of Directors.

Section 6. Compensation The salaries or other compensation of all officers of the corporation, if any, shall be fixed from time to time by the Board of Directors and no officer shall be prevented from receiving such salary by reason of fact that he is also a director of the Corporation.

Section 7. President

(a) The President shall be the principal executive officer of the Corporation and, subject to the direction of the Board of Directors, shall in general supervise and control all the business, affairs and property of the Corporation and have general supervision over its officers and agents. He shall, if present, preside at all meetings of the stockholders and the Board of Directors if the Chairman of the Board (if any) is not present. In general, he shall perform all duties incident to the office of President and shall see that all orders and resolutions of the Board of Directors are carried into effect.

(b) Unless otherwise prescribed by the Board of Directors, the President shall have full power and authority on behalf of the Corporation to attend, act and vote at any meeting of security holders of other corporations in which the Corporation may hold securities. At such meetings the President shall possess and may exercise any and all rights and powers incident to the ownership of such securities which the Corporation might have possessed and exercised if it had been present. The Board of Directors from time to time may confer like powers upon any other person or persons.

(c) The President shall be a Director of the Corporation.

Section 8. Vice-President During the absence or disability of the President, the Vice-President, or if there be more than one, the Vice-President designated by the Board of Directors as Executive Vice-President, shall exercise all the functions of the President and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each vice-president shall have such powers and discharge such duties as may be assigned to him from time to time by the Board of Directors. The President shall not also be a Vice-President of the Corporation.

Section 9. Secretary The Secretary shall:

(a) record all the proceedings of the meetings of the stockholders and Board of Directors in a book to be kept for that purpose;

(b) cause all notices to be duly given in accordance with the provisions of these By-Laws and as required by statute;

(c) be custodian of the records and of the seal of the Corporation and cause such seal to be affixed to all certificates representing stock of the Corporation prior to their issuance and to all instruments, the execution of which on behalf of the Corporation under its seal shall have been duly authorized in accordance with these By-Laws;

(d) keep a register of the post office address of each stockholder which shall be furnished to the Secretary by such stockholders;

(e) sign with the President or Vice President certificates for shares of the Corporation, the issuance of which shall have been authorized by resolution of the Board of Directors;

(f) if called upon or required by law to do so, prepare or cause to be prepared and submit at each meeting of the stockholders a certified list in alphabetical order of the names of the stockholders entitled to vote at such meeting, together with the number of shares of the respective classes held by each;

(g) see that the books, reports, statements, certificates, stock transfer books, and all other documents and records of the Corporation required by statute are properly kept and filed;

(h) in general perform all duties incident to the office of the Secretary and such other duties as are given to him by these By-Laws or as may from time to time be assigned to him by the Board of Directors or the President.

Section 10. Assistant Secretaries Whenever requested by or in the absence or disability of the Secretary, the Assistant Secretary designated by the Secretary (or in the absence of such designation, the Assistant Secretary designated by the Board of Directors or the President) shall perform all the duties of the Secretary and when so acting shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 11. Treasurer The Treasurer shall:

(a) have charge and supervision over and be responsible for the funds, securities, receipts and disbursements of the Corporation;

(b) receive and give receipts for monies due and payable to the Corporation from any source whatsoever;

(c) cause the monies and other valuable effects of the Corporation to be deposited in the name and to the credit of the Corporation in such banks or trust companies or other depositories as the Board of Directors may select, or as may be selected by any officer or officers or agent or agents authorized so to do by the Board of Directors, in accordance with the provisions of these By-Laws;

(d) cause the funds of the Corporation to be disbursed by checks or drafts, with such signatures as may be authorized by the Board of Directors, upon the authorized depositories of the Corporation, and cause to be taken and preserved proper vouchers for all monies disbursed;

(e) render to the President or the Board of Directors whenever requested a statement of the financial condition of the Corporation and all his transactions as Treasurer, and render a full financial report at the annual meeting of the stockholders if called upon to do so;

(f) keep the books of account of all the business and transactions of the Corporations;

(g) be empowered to require from all officers or agents of the Corporation reports or statements giving such information as he may desire with respect to any and all financial transactions of the Corporation; and

(h) in general; perform all duties incident to the office of the Treasurer and such other duties as are given to him by these By-Laws or as from time to time may be assigned to him by the Board of Directors or the President.

Section 12. Assistant Treasurers Whenever requested by or in the absence or disability of the Treasurer, the Assistant Treasurer designated by the Treasurer (or in the absence of such designation, the Assistant Treasurer designated by the Board of Directors or the President) shall perform all the duties of the Treasurer and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer.

Section 13. Subordinate Officers and Agents The Board of Directors may from time to time appoint such other officers and agents as it may deem necessary or advisable, to hold office for such period, have such authority and perform such duties as the Board of Directors may determine. The Board of Directors may delegate to any officer or agent the power to appoint such subordinate officers or agents and to prescribe their respective terms of office, authorities, and duties.

Section 14. Sureties and Bonds In case the Board of Directors shall so require, any officer or agent of the Corporation shall execute to the Corporation a bond in such sum and with such surety or sureties as the Board of Directors may direct, conditioned upon the faithful performance of his duties to the Corporation, including responsibility for negligence and for the accounting for all property, funds or securities of the Corporation which may come into his hands.

ARTICLE V. CONTRACTS, LOANS, CHECKS & DEPOSITS

Section 1. Contracts The Board of Directors may authorize any officer or officers or agent or agents to enter into any contract or execute or deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to certain instances.

Section 2. Loans No loans shall be contracted on behalf of the Corporation and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances.

Section 3. Checks, Drafts, Etc. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation shall be signed by such officer or officers, agent or agents of the Corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors.

Section 4. Deposits All funds of the Corporation not otherwise employed shall be deposited from time to time to the credit of the Corporation in such banks, trust companies or other depositories as the Board of Directors may select, in interest bearing accounts if so directed by the Board of Directors.

ARTICLE VI. INDEMNIFICATION OF DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS

Section 1. Indemnification Each Director, officer and employee or agent, past or present of the Corporation, and person who serves or may have served at the request of the Corporation as a Director, officer or employee of another Corporation or as a general partner, program manager, or in a similar capacity at the request of the Corporation, or any of its subsidiary companies, and their respective heirs, administrators and executors shall be indemnified by the Corporation in accordance with, and to the fullest extent provided by, the provisions of the law of the State of Maryland as it may from time to time be amended, as provided hereinafter.

Section 2. Actions, Suits or Proceeding Other Than by or in the Right of the Corporation The Corporation shall 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 is or was or has agreed to become a director, officer, employee or agent of the Corporation, or is or was serving or has agreed to serve at the request of the Corporation as a director, officer, employee or agent of another Corporation, partnership, joint venture, trust or other enterprise, as a general partner or in a similar capacity, or by reason of any action alleged to have been taken or omitted in such capacity, against costs, charges, expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or on his behalf in connection with such action, suit or proceeding and any appeal therefrom, if he acted in good faith and in a manner he 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 conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he 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 reasonable cause to believe that his conduct was unlawful.

Section 3. Action or Suits by or in the Right of the Corporation The Corporation shall 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 or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was or has agreed to become a director, officer, employee or agent of the Corporation, or is or was serving or has agreed to serve at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, or by reason of any action alleged to have been taken or omitted in such capacity, against costs, charges and expenses (including attorneys' fees) actually and reasonably incurred by him or on his behalf in connection with the defense or settlement of such action or suit and any appeal therefrom, if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his duty to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of such liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such costs, charges and expenses which the court shall deem proper.

Section 4. Indemnification for Costs, Charges and Expenses of Successful Party Notwithstanding the other provisions of this Article VI, to the extent that a director, officer, employee or agent of the Corporation has been successful on the merits or otherwise, including, without limitation, the dismissal of an action without prejudice, in defense of any action, suit or proceeding referred to in Sections 2 and 3 of this Article VI, or in defense of any claim, issue or matter therein, he shall be indemnified against all costs, charges and expenses (including attorneys' fees) actually and reasonably incurred by him or on his behalf in connection therewith.

Section 5. Determination of Right to Indemnification Any indemnification under Sections 1 and 2 of this Article VI (unless ordered by a court) shall be paid by the Corporation unless a determination is made (1) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (2) if such a quorum is not obtainable, or, even if obtainable a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (3) by the stockholders, that indemnification of the director, officer, employee or agent is not proper in the circumstances because he has not met the applicable standard of conduct set forth in Section 1 and 2 of this Article VI.

Section 6. Advance of Costs, Charges and Expenses Costs, charges and expenses (including attorneys' fees) incurred by a person referred to in Sections 1 and 2 of this Article VI in defending a civil or criminal action, suit or proceeding shall be paid by the corporation in advance of the final disposition of such action, suit or proceeding; provided, however, that the payment of such costs, charges and expenses incurred by a director or officer in his capacity as a director or officer (and not in any other capacity in which service was or is rendered by such person while a director or officer) in advance of the final disposition of such action, suit or proceeding shall be made only upon receipt of an undertaking by or on behalf of the director or officer to repay all amounts so advanced in the event that it shall ultimately be determined that such director or officer is not entitled to be indemnified by the Corporation as authorized in this Article VI. Such costs, charges and expenses incurred by other employees and agents may be so paid upon such terms and conditions, if any, as the Board of Directors deems appropriate. The Board of Directors may, in the manner set forth above, and upon approval of such director, officer, employee or agent of the Corporation, authorize the Corporation's counsel to represent such person, in any action, suit or proceeding, whether or not the corporation is a party to such action, suit or proceeding.

Section 7. Procedure for Indemnification Any indemnification under Sections 1, 2, or 3, or advance of costs, charges and expenses under Section 5 of this Article VI, shall be made promptly, and in any event with in 60 days, upon the written request of the director, officer, employee or agent. The right to indemnification or advances as granted by this Article VI shall be enforceable by the director, officer, employee or agent in any court of competent jurisdiction, if the corporation denies such request, in whole or in part, or if no disposition thereof is made with in 60 days. Such persons' costs and expenses incurred in connection with successfully establishing his right to indemnification, in whole or in part, in any such action shall also be indemnified by the Corporation. It shall be a defense to any such action (other than an action brought to enforce a claim for the advance of costs, charges and expenses under Section 5 of this Article VI where the required undertaking, if any, has been received by Corporation) that the claimant has not met the standard of conduct set forth in Section 1 or 2 of this Article VI, but the burden of proving such defense shall be on the Corporation. Neither the failure of the Corporation (including its Board of Directors, its independent legal counsel, and its stockholders) to have made a determination prior to the commencement of such action that indemnification of the claimant

is proper in the circumstances because he has met the applicable standard of conduct set forth in Sections 1 and 2 of this Article VI, nor the fact that there has been an actual determination by the Corporation (including its Board of Directors, its independent legal counsel, and its stockholders) that the claimant has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that the claimant has not met the applicable standard of conduct.

Section 8. Other Rights; Continuation of Right to Indemnification The indemnification provided by this Article VI shall not be deemed exclusive of any other rights to which a person seeking indemnification may be entitled under any law (common or statutory), agreement, vote of stockholders or disinterested directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding office or while employed by or acting as agent for the corporation, and shall continue as to a person who has ceased to be a director, officer, employee or agent, and shall inure to the benefit of the estate, heirs, executors and administrators of such person. All rights to indemnification under this Article VI shall be deemed to be a contract between the Corporation and each director, officer, employee or agent of the Corporation who serves or served in such capacity at any time while this Article VI is in effect. Any repeal or modification of this Article VI or any repeal or modification of relevant provisions of the law of the State of Maryland or any other applicable laws shall not in any way diminish any rights to indemnification of such director, officer, employee or agent or the obligations of the corporation arising hereunder.

Section 9. Savings Clause If this Article VI or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Corporation shall nevertheless indemnify each director, officer, employee and agent of the Corporation as to costs, charges and expenses (including attorneys' fees), judgments, fines and amounts paid in settlement with respect to any action, suit or proceeding, whether civil, criminal, administrative or investigative, including an action by or in the right of the corporation, to the full extent permitted by any applicable portion of this Article VI that shall not have been invalidated and to the full extent permitted by applicable law.

ARTICLE VII. AFFILIATED TRANSACTIONS AND INTERESTED DIRECTORS

Section 1. General Rule No contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association, or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction or solely because his or their votes are counted for such purpose, if:

(a) The material facts as to his relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee in good faith authorizes the contract or transaction by the affirmative vote of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or

(b) The material facts as to his relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by a vote of the stockholders; or

(c) The contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified by the Board of Directors, a committee thereof, or the stockholders.

Section 2. Quorum for Authorization Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee thereof which authorizes the contract or transaction.

ARTICLE VIII. SHARES OF STOCK

Section 1. Power to Issue Stock and Convertible Securities The Board of Directors of the Corporation may issue from time to time stock of any class authorized by its charter, and securities convertible into stock of any class authorized by its charter.

Section 2. Preemptive Rights Unless the charter provides otherwise, a stockholder does not have any preemptive rights with respect to:

(a) Stock issued to obtain any of the capital required to initiate the corporate enterprise.

(b) Stock issued for at least its fair value in exchange for consideration other than money.

(c) Stock remaining unsubscribed for after being offered to stockholders.

(d) Treasury stock sold for at least its fair value.

(e) Stock issued or issuable under articles of merger.

(f) Stock which is not presently entitled to be voted in the election of directors issued for at least its fair value.

(g) Stock, including treasury stock, issued to an officer or other employee of the corporation or its subsidiary on terms and conditions approved by the stockholders by the affirmative vote of two thirds of all the votes entitled to be cast on the matter.

(h) Any other issuance of shares if the applicability of preemptive rights is impracticable.

Section 3. Forms, Signatures, Statements

(a) Every holder of stock in the Corporation shall be entitled to have a certificate, signed by the President or Vice President, and countersigned by the Secretary, exhibiting the name of the Corporation, the name of the stockholder or name of whom it is issued, and the number and class (and series, if any) of shares owned by him, and bearing the seal of the Corporation. Such signatures and seal may be facsimile unless prohibited by statute. In case any officer who has signed, or whose facsimile signature was placed on a certificate shall have ceased to be such officer before such certificate is issued, it may nevertheless be issued by the Corporation with the same effect as if he were such officer at the date of its issue, if such issuance is otherwise duly authorized by the Corporation.

(b) Every certificate representing stock issued by the Corporation, if it is authorized to issue stock of more than one class, shall set forth upon the face or back of the certificate, a full statement or summary of the designations, preferences, limitations and relative rights of the shares of each class authorized to be issued and, if the Corporation is authorized to issue any preferred or special class in series, the variations in relative rights and preferences between the shares determined and the authority of the Board of Directors to fix and determine the relative rights and preferences of subsequent series. A summary of such information included in a registration statement permitted to become effective under the Federal Securities Act of 1933, as now or hereafter amended, shall be an acceptable summary for purposes of this section. In lieu of such full statement or summary, there may be set forth upon the face or back of each certificate a statement that the Corporation will furnish to the stockholder, upon request and without charge, a full statement of such information.

(c) Every certificate representing shares which are restricted or limited as to transferability by the Corporation shall either (i) set forth on the face or back of the certificate a full statement of such restrictions or limitations, or (ii) state that the Corporation will furnish such a statement upon request and without charge to any holder of such shares.

Section 4. Registration of Transfer Upon surrender to the Corporation, or any transfer agent of the Corporation, of a certificate for shares duly endorsed or accompanied by proper evidence of succession, assignment, or authority to transfer, it shall be the duty of the Corporation or its transfer agent to issue a new certificate to the person entitled thereto, to cancel the old certificate, and to record the transaction upon its books.

Section 5. Registered Stockholders

(a) Except as otherwise provided by law, the Corporation shall be entitled (i) to recognize the exclusive right of a person who is registered on its books as the owner of shares of its capital stock to receive dividends or other distributions, to receive any notices required by the Articles of Incorporation, these By-Laws or by statute to be given and to vote as such owner, and (ii) to hold liable for calls and assessments a person who is registered on its books as the owner of shares of its capital stock. The Corporation shall not be bound to recognize any equitable or legal claim to or interest in such shares on the part of any other person, unless the Corporation shall have been advised of such interest in writing and shall have consented thereto in writing.

(b) If a stockholder desires that notices and/or dividends shall be sent to a name or address other than the name or address appearing on the stock ledger maintained by the Corporation (or by the transfer agent or registrar, if any), such stockholder shall have the duty to notify the Corporation (or the transfer agent or registrar, if any) in writing, of such desire. Such written notice shall specify the alternate name or address to be used.

Section 6. Lost, Stolen or Destroyed Certificates The Board of Directors may direct that a new certificate be issued in place of any certificate theretofore issued by the Corporation which is claimed to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate to be lost, stolen or destroyed.

When authorizing such issuance of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as it shall require and/or to give the Corporation a bond in such sum, or other security in such form, as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate claimed to have been lost, stolen or destroyed.

ARTICLE IX. NOTICES

Section 1. Form; Delivery Except as otherwise provided by statute, whenever, under the provisions of law, the Articles of Incorporation, or the By-Laws, notice is required to be given to any director or stockholder, it shall not be construed to exclusively mean personal notice unless otherwise specifically provided, but such notice may be given in writing, by mail, addressed to such director or stockholder, at his postoffice address as it appears on the records of the Corporation, with postage thereon paid. Such notices shall be deemed to be given at the time they are deposited in the United States Mail. Notice to a director may also be given personally or by telegram sent to his address as it appears on the records of the Corporation.

Section 2. Waiver Whenever any notice is required to be given under the provisions of law, the Articles of Incorporation or these By-Laws, a written waiver thereof, signed by the person or persons entitled to said notice and filed with the records of the meeting or the minutes of the Corporation, whether before or after the time stated therein, shall be deemed to be equivalent to such notice. In addition, any stockholder who attends a meeting of stockholders in person, or is represented at such meeting by proxy, without protesting at the commencement of the meeting the lack of notice thereof to him, or any director who attends a meeting of the Board of Directors without protesting such lack of notice at the commencement of the meeting, shall be conclusively deemed to have waived notice of such meeting.

ARTICLE X. GENERAL PROVISIONS

Section 1. Dividends Except as otherwise provided by statute or the Articles of Incorporation, dividends upon the capital stock of the Corporation may be declared and paid in cash, property or shares of its own capital stock, as often in such amounts and at such time or times as the Board of Directors may determine.

Section 2. Reserves The Board of Directors shall have full power, subject to statute and the Articles of Incorporation, to determine whether any, and if so, what part, of the funds legally available for the payment of dividends shall be declared as dividends and paid to the stockholders of the Corporation. The Board of Directors, in its sole discretion, may fix a sum which may be set aside or reserved over and above the paid-in capital of the Corporation for working capital or as a reserve for any proper purpose, and may, from time to time, increase, diminish, or vary such fund or funds.

Section 3. Fiscal Year The fiscal year of the Corporation shall be determined at a later date by the Accountant or the Treasurer of the Corporation, who shall make such determination by filing a timely federal income tax return on behalf of the Corporation.

Section 4. Execution of Instruments All checks, drafts, bills of exchange, acceptances, bonds, endorsements, notes or other obligations or evidences of indebtedness of the Corporation and all deeds, mortgages, indentures, bills of sale, conveyances, endorsements, assignments, transfers, stock powers or other instruments of transfer, contracts, agreements, dividends or other orders, powers of attorney, proxies, waivers, consents, returns, reports, certificates, demands, notices of documents, and other instruments or rights of any nature may be signed, executed, verified, acknowledged and delivered by such person (whether or not officers, agents or employees of the Corporation) and in such manner as from time to time may be determined by the Board of Directors.

Section 5. Corporate Seal The corporate seal shall have inscribed thereon the name of the Corporation, the year of its incorporation and the words “Corporate Seal” and “Maryland”.

ARTICLE XI. AMENDMENTS

The Board of Directors shall have the power to make, alter and repeal these By-Laws, and to adopt new By-Laws, by an affirmative vote of the majority of the entire Board of Directors, provided that notice of the proposal to make, alter, or repeal these By-Laws, or to adopt new By-Laws, was included in the notice of the meeting of the Board of Directors at which such action takes place, or a waiver of such notice is granted by a majority of the Board of Directors. The By-Laws may also be amended by a majority of the stockholders at a special meeting called for that purpose.

SECRETARY'S CERTIFICATE

I, Shannon Shapiro, Secretary of King Pawn, Inc., do hereby certify this 5 day of April, 1996 that the foregoing By-Laws were adopted by the Board of Directors effective as of March 22, 1996.

/s/ Shannon Shapiro
Shannon Shapiro, Secretary

[SEAL]

STATE OF COLORADO

DEPARTMENT OF STATE

CERTIFICATE

I, SCOTT GESSLER, SECRETARY OF STATE OF THE STATE OF COLORADO HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THIS OFFICE, THE ATTACHED IS A FULL, TRUE AND COMPLETE COPY OF THE ARTICLES OF INCORPORATION AND ALL AMENDMENTS THERETO OF

LTS, INCORPORATED
(COLORADO CORPORATION)

AS FILED IN THIS OFFICE AND ADMITTED TO RECORD.

Dated: March 17, 2014

/s/ Scott Gessler

SECRETARY OF STATE

Please include a typed self-addressed envelope

MUST BE TYPED
FILING FEE: $50.00
MUST SUBMIT TWO COPIES

Mail to: Secretary of State
Corporations Section
1560 Broadway, Suite 200
Denver, CO 80202
(303) 894-2251
Fax (303) 894-2242

For office use only

951134372 C $50.00
SECRETARY OF STATE
11-01-95 14:07

ARTICLES OF INCORPORATION

Name LTS, Incorporated

Principal Street Address 7223 Sourdough Drive, Morrison, CO 80465

Cumulative voting shares of stock is authorized. Yes ☒ No ☐

If duration is less than perpetual enter number of years _____

Preemptive rights are granted to shareholders. Yes ☒ No ☐

Stock information: (If additional space is needed, continue on a separate sheet of paper.)

Stock Class Common Authorized Shares 1,000,000 Par Value $0.01

Stock Class_____Authorized Shares_____Par Value_____

The name of the initial registered agent and the address of the registered office is: (Corporations use last name space)

Last Name Jensen First & Middle Name David Kenneth

Street Address 7223 Sourdough Drive, Morrison, CO 80465

Signature of Registered Agent /s/ David K. Jensen

These articles are to have a delayed effective date of: _____.

Incorporators: Names and addresses: (If more than two, continue on a separate sheet of paper.

NAME	ADDRESS
David K. Jensen	7223 Sourdough Drive, Morrison, CO 80465
A. Shane Nowak	3401 S. Ammons St. #19-3, Lakewood, CO 80227

Incorporators who are natural persons must be 18 years or more. The undersigned, acting as incorporator(s) of a corporation under the Colorado Business Corporation Act, adopt the above Articles of Incorporation.

Signature /s/ David K. Jensen

Signature /s/ [ILLEGIBLE]

BYLAWS

OF

LTS, INCORPORATED

TABLE OF CONTENTS

BYLAWS

OF

LTS, INCORPORATED

ARTICLE I
OFFICES

Section 1.1 ***Business Office.*** The principal office and place of business of the Corporation in the State of Colorado shall be at 1101 South Sheridan Boulevard, Lakewood, Colorado 80232. Other offices and places of business may be established from time to time by resolution of the Board of Directors or as the business of the Corporation may require.

Section 1.2 ***Registered Office.*** The registered office of the Corporation, required by the Colorado Business Corporation Act (the "Act") to be maintained in the State of Colorado, may be, but need not be, identical with the principal office in the State of Colorado, and the address of the registered office may be changed from time to time by the Board of Directors.

ARTICLE II
SHAREHOLDERS

Section 2.1 ***Annual Shareholders' Meeting.*** The annual shareholders' meeting shall be held on the date and at the time and place fixed from time to time by the Board of Directors; provided, however, that the first annual meeting shall be held on a date that is within six months after the close of the first fiscal year of the Corporation, and each successive annual meeting shall be held on a date that is within the earlier of six (6) months after close of the last fiscal year or fifteen (15) months after the last annual meeting.

Section 2.2 ***Special Shareholders' Meeting.*** A special shareholders' meeting for any purpose or purposes, may be called by the Board of Directors or the president. The Corporation shall also hold a special shareholders' meeting in the event it receives, in the manner specified in Section 10.3, one or more written demands for the meeting, stating the purpose or purposes for which it is to be held, signed and dated by the holders of shares representing not less than one-tenth of all of the votes entitled to be cast on any issue at the meeting. Special meetings shall be held at the principal office of the Corporation or at such other place as the Board of Directors or the president may determine.

Section 2.3 ***Record Date for Determination of Shareholders.***

(a) In order to make a determination of shareholders **(1)** entitled to notice of or to vote at any shareholders' meeting or at any adjournment of a shareholders' meeting, **(2)** entitled to demand a special shareholders' meeting, **(3)** entitled to take any other action,

(4) entitled to receive payment of a share dividend or a distribution, or **(5)** for any other purpose, the Board of Directors may fix a future date as the record date for such determination of shareholders. The record date may be fixed not more than seventy (70) days before the date of the proposed action.

(b) Unless otherwise specified when the record date is fixed, the time of day for determination of shareholders shall be as of the Corporation's close of business on the record date.

(c) A determination of shareholders entitled to be given notice of or to vote at a shareholders' meeting is effective for any adjournment of the meeting unless the Board of Directors fixes a new record date, which the Board shall do if the meeting is adjourned to a date more than one hundred twenty (120) days after the date fixed for the original meeting.

(d) If no record date is otherwise fixed, the record date for determining shareholders entitled to be given notice of and to vote at an annual or special shareholders' meeting is the date before the first notice is given to shareholders.

(e) The record date for determining shareholders entitled to take action without a meeting pursuant to Section 2.11 is the date a writing upon which the action is taken is first received by the Corporation.

Section 2.4 ***Voting List.***

(a) After a record date is fixed for a shareholders' meeting, the secretary shall prepare a list of the names of all its shareholders who are entitled to be given notice of the meeting. The list shall be arranged by voting groups and within each voting group by class or series of shares, shall be alphabetical within each class or series, and shall show the address of, and the number of shares of each such class and series that are held by each shareholder.

(b) The shareholders' list shall be available for inspection by any shareholder, beginning the earlier of ten (10) days before the meeting for which the list was prepared or two (2) business days after notice of the meeting is given and continuing through the meeting, and any adjournment thereof, at the Corporation's principal office or at a place identified in the notice of the meeting in the city where the meeting will be held.

(c) The secretary shall make the shareholders' list available at the meeting, and any shareholder or agent or attorney of a shareholder is entitled to inspect the list at any time during the meeting or any adjournment.

Section 2.5 ***Notice to Shareholders.***

(a) The secretary shall give notice to shareholders of the date, time, and place of each annual and special shareholders' meeting no fewer than ten (10) nor more than sixty (60) days before the date of the meeting; except that if the articles of incorporation are to be amended to increase the number of authorized shares, at least thirty (30) days' notice shall be given. Except as otherwise required by the Act, the secretary shall be required to give such notice only to shareholders entitled to vote at the meeting.

(b) Notice of an annual shareholders' meeting need not include a description of the purpose or purposes for which the meeting is called unless a purpose of the meeting is to consider an amendment to the articles of incorporation, a restatement of the articles of incorporation, a plan of merger or share exchange, disposition of substantially all of the property of the Corporation, consent by the Corporation to the disposition of property by another entity, or dissolution of the Corporation.

(c) Notice of a special shareholders' meeting shall include a description of the purpose or purposes for which the meeting is called.

(d) Notice of a shareholders' meeting shall be in writing and shall be given

(1) by deposit in the United States mail, properly addressed to the shareholder's address shown in the Corporation's current record of shareholders, first class postage prepaid, and, if so given, shall be effective when mailed; or

(2) by telegraph, teletype, electronically transmitted facsimile, electronic mail, mail, or private carrier or by personal delivery to the shareholder, and, if so given, shall be effective when actually received by the shareholder.

(e) If an annual or special shareholders' meeting is adjourned to a different date, time, or place, notice need not be given of the new date, time, or place if the new date, time, or place is announced at the meeting before adjournment; provided, however, that if a new record date for the adjourned meeting is fixed pursuant to Section 2.3(c), notice of the adjourned meeting shall be given to persons who are shareholders as of the new record date.

(f) If three (3) successive notices are given by the Corporation, whether with respect to a shareholders' meeting or otherwise, to a shareholder and are returned as undeliverable, no further notices to such shareholder shall be necessary until another address for the shareholder is made known to the Corporation.

Section 2.6 ***Quorum.*** Shares entitled to vote as a separate voting group may take action on a matter at a meeting only if a quorum of those shares exists with respect to that matter. A majority of the votes entitled to be cast on the matter by the voting group shall constitute a quorum of that voting group for action on the matter. If a quorum does not exist with respect to any voting group, the president or any shareholder or proxy that is present at the meeting, whether or not a member of that voting group, may adjourn the meeting to a different date, time, or place, and notice need not be given of the new date, time, or place if the new date, time, or place is announced at the meeting before adjournment. If a new record date for the adjourned meeting is or must be fixed pursuant to Section 2.3(c), notice of the adjourned meeting shall be given pursuant to Section 2.5 to persons who are shareholders as of the new record date. At any adjourned meeting at which a quorum exists, any matter may be acted upon that could have been acted upon at the meeting originally called; provided, however, that if new notice is given of the adjourned meeting, then such notice shall state the purpose or purposes of the adjourned meeting

sufficiently to permit action on such matters. Once a share is represented for any purpose at a meeting, including the purpose of determining that a quorum exists, it is deemed present for quorum purposes for the remainder of the meeting and for any adjournment of that meeting unless a new record date is or shall be set for that adjourned meeting.

Section 2.7 ***Manner of Acting.*** If a quorum is present, the affirmative vote of the majority of the shares represented at the meeting and entitled to vote on the subject matter shall be the act of the shareholders, unless the vote of a greater proportion or number or voting by classes is otherwise required by statute or by the Articles of Incorporation or these Bylaws.

Section 2.8 ***Voting Entitlement of Shares.*** Except as stated in the articles of incorporation, each outstanding share, regardless of class, is entitled to one vote, and each fractional share is entitled to a corresponding fractional vote, on each matter voted on at a shareholders' meeting.

Section 2.9 ***Proxies; Acceptance of Votes and Consents.***

(a) A shareholder may vote either in person or by proxy.

(b) An appointment of a proxy is not effective against the Corporation until the appointment is received by the Corporation. An appointment is valid for eleven (11) months unless a different period is expressly provided in the appointment form.

(c) The Corporation may accept or reject any appointment of a proxy, revocation of appointment of a proxy, vote, consent, waiver, or other writing purportedly signed by or for a shareholder, if such acceptance or rejection is in accordance with the provisions of Sections 7-107-203 and 7-107-205 of the Act.

Section 2.10 ***Waiver of Notice.***

(a) A shareholder may waive any notice required by the Act, by the articles of incorporation, or by these bylaws, whether before or after the date or time stated in the notice as the date or time when any action will occur or has occurred. The waiver shall be in writing, be signed by the shareholder entitled to the notice, and be delivered to the Corporation for inclusion in the minutes or filing with the corporate records, but such delivery and filing shall not be conditions of the effectiveness of the waiver.

(b) A shareholders' attendance at a meeting waives objection to lack of notice or defective notice of the meeting, unless the shareholder at the beginning of the meeting objects to holding the meeting or transacting business at the meeting because of lack of notice or defective notice, and waives objection to consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless the shareholder objects to considering the matter when it is presented.

Section 2.11 ***Action by Shareholders Without a Meeting.*** Any action required or permitted to be taken at a shareholders' meeting may be taken without a meeting if all of the shareholders entitled to vote thereon consent to such action in writing. Action taken pursuant to

this section shall be effective when the Corporation has received writings that describe and consent to the action, signed by all of the shareholders entitled to vote thereon. Action taken pursuant to this section shall be effective as of the date the last writing necessary to effect the action is received by the Corporation, unless all of the writings necessary to effect the action specify another date, which may be before or after the date the writings are received by the Corporation. Such action shall have the same effect as action taken at a meeting of shareholders and may be described as such in any document. Any shareholder who has signed a writing describing and consenting to action taken pursuant to this section may revoke such consent by a writing signed by the shareholder describing the action and stating that the shareholder's prior consent thereto is revoked, if such writing is received by the Corporation before the effectiveness of the action.

Section 2.12 ***Meetings by Telecommunications.*** Any or all of the shareholders may participate in an annual or special shareholders' meeting by, or the meeting may be conducted through the use of, any means of communication by which all persons participating in the meeting may hear each other during the meeting. A shareholder participating in a meeting by this means is deemed to be present in person at the meeting.

ARTICLE III
DIRECTORS

Section 3.1 ***Authority of the Board of Directors.*** The corporate powers shall be exercised by or under the authority of, and the business and affairs of the Corporation shall be managed under the direction of, a Board of Directors.

Section 3.2 ***Number.*** The number of Directors shall be fixed by resolution of the Board of Directors from time to time and may be increased or decreased by resolution adopted by the Board of Directors from time to time, but no decrease in the number of Directors shall have the effect of shortening the term of any incumbent Director.

Section 3.3 ***Qualification.*** Directors shall be natural persons at least eighteen (18) years old but need not be residents of the State of Colorado or shareholders of the Corporation.

Section 3.4 ***Election.*** The Board of Directors shall be elected at the annual meeting of the shareholders or at a special meeting called for that purpose.

Section 3.5 ***Term.*** Each Director shall be elected to hold office until the next annual meeting of shareholders and until the Director's successor is elected and qualified.

Section 3.6 ***Resignation.*** A Director may resign at any time by giving written notice of his or her resignation to any other Director or (if the Director is not also the secretary) to the secretary. The resignation shall be effective when it is received by the other Director or secretary, as the case may be, unless the notice of resignation specifies a later effective date. Acceptance of such resignation shall not be necessary to make it effective unless the notice so provides.

Section 3.7 ***Removal.*** Any Director may be removed by the shareholders, with or without cause, at a meeting called for that purpose. The notice of the meeting shall state that the purpose, or one of the purposes, of the meeting is removal of the Director. A Director may be removed only if the number of votes cast in favor of removal exceeds the number of votes cast against removal.

Section 3.8 ***Vacancies.***

(a) If a vacancy occurs on the Board of Directors, including a vacancy resulting from an increase in the number of Directors:

(1) The shareholders may fill the vacancy at the next annual meeting or at a special meeting called for that purpose; or

(2) The Board of Directors may fill the vacancy; or

(3) If the Directors remaining in office constitute fewer than a quorum of the Board, they may fill the vacancy by the affirmative vote of a majority of all the Directors remaining in office.

(b) A vacancy that will occur at a specific later date, by reason of a resignation that will become effective at a later date under Section 3.6 or otherwise, may be filled before the vacancy occurs, but the new Director may not take office until the vacancy occurs.

Section 3.9 ***Meetings.*** The Board of Directors may hold regular or special meetings in or out of Colorado. A regular, annual meeting of the Board of Directors shall be held at the same place as, and immediately after, the annual meeting of shareholders, and no notice shall be required in connection therewith. The annual meeting of the Board of Directors shall be for the purpose of electing officers and the transaction of such other business as may come before the meeting. Special meetings may be called by the president or by any two (2) Directors and shall be held at the principal office of the Corporation unless another place is consented to by every Director. At any time when the Board consists of a single Director, that Director may act at any time, date or place without notice.

Section 3.10 ***Notice of Special Meeting.*** Notice of a special meeting shall be given to every Director at least twenty-four (24) hours before the time of the meeting, stating the date, time, and place of the meeting. The notice need not describe the purpose of the meeting. Notice may be given orally to the Director, personally or by telephone or other wire or wireless communication. Notice may also be given in writing by telegraph, teletype, electronically transmitted facsimile, electronic mail, mail, or private carrier. Notice shall be effective at the earliest of the time it is received; five days after it is deposited in the United States mail, properly addressed to the last address for the Director shown on the records of the Corporation, first class postage prepaid; or the date shown on the return receipt if mailed by registered or certified mail, return receipt requested, postage prepaid, in the United States mail and if the return receipt is signed by the Director to which the notice is addressed.

Section 3.11 ***Quorum.*** Except as provided in Section 3.8, a majority of the number of Directors fixed in accordance with these Bylaws shall constitute a quorum for the transaction of business at all meetings of the Board of Directors. The act of a majority of the Directors present at any meeting at which a quorum is present shall be the act of the Board of Directors, except as otherwise specifically required by law. In the event a majority decision can not, in good faith, be reached and the Directors are at an impasse, the impasse shall be resolved as follows: a mediator appointed by the American Arbitration Association shall be retained at the expense of the Corporation to mediate the dispute or resolution of the decision to be made by the Directors. In the event the Directors are unable to reach a decision after mediation, the mediator shall make the decision required. Any such decision of the medicator shall be final and binding upon the Corporation.

Section 3.12 ***Waiver of Notice***.

(a) A Director may waive any notice of a meeting before or after the time and date of the meeting stated in the notice. Except as provided by Section 3.12(b), the waiver shall be in writing and shall be signed by the Director. Such waiver shall be delivered to the secretary for filing with the corporate records, but such delivery and filing shall not be conditions of the effectiveness of the waiver.

(b) A Director's attendance at or participation in a meeting waives any required notice to him or her of the meeting unless, at the beginning of the meeting or promptly upon his or her later arrival, the Director objects to holding the meeting or transacting business at the meeting because of lack of notice or defective notice and does not thereafter vote for or assent to action taken at the meeting.

Section 3.13 ***Attendance by Telephone.*** One or more Directors may participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all Directors participating may hear each other during the meeting. A Director participating in a meeting by this means is deemed to be present in person at the meeting.

Section 3.14 ***Deemed Assent to Action.*** A Director who is present at a meeting of the Board of Directors when corporate action is taken shall be deemed to have assented to all action taken at the meeting unless:

(a) The Director objects at the beginning of the meeting, or promptly upon his or her arrival, to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to any action taken at the meeting;

(b) The Director contemporaneously requests that his or her dissent or abstention as to any specific action taken be entered in the minutes of the meeting; or

(c) The Director causes written notice of his or her dissent or abstention as to any specific action to be received by the presiding officer of the meeting before adjournment of the meeting or by the secretary (or, if the Director is the secretary, by another Director) promptly after adjournment of the meeting.

The right of dissent or abstention pursuant to this Section 3.14 as to specific action is not available to a Director who votes in favor of the action taken.

Section 3.15 ***Action by Directors Without a Meeting.*** Any action required or permitted by law to be taken at a Board of Directors' meeting may be taken without a meeting if all members of the Board consent to such action in writing. Action shall be deemed to have been so taken by the Board at the time the last Director signs a writing describing the action taken, unless, before such time, any Director has revoked his or her consent by a writing signed by the Director and received by the secretary or any other person authorized by the bylaws or the Board of Directors to receive such a revocation. Such action shall be effective at the time and date it is so taken unless the Directors establish a different effective time or date. Such action has the same effect as action taken at a meeting of Directors and may be described as such in any document.

Section 3.16 ***Compensation.*** By resolution of the Board of Directors and irrespective of any personal interest of any of the members, each Director may be paid his expenses, if any, of attendance at each meeting of the Board of Directors, and may be paid a stated salary Director or a fixed sum for attendance at each meeting of the Board of Directors or both. No such payment shall preclude any Director from serving the Corporation in any other capacity and receiving compensation therefor.

ARTICLE IV
COMMITTEES OF THE BOARD OF DIRECTORS

Section 4.1 ***Committees of the Board of Directors.***

(a) Subject to the provisions of Section 7-109-106 of the Act, the Board of Directors may create one or more committees and appoint one or more members of the Board of Directors to serve on them. The creation of a committee and appointment of members to it shall require the approval of a majority of all the Directors in office when the action is taken, whether or not those Directors constitute a quorum of the Board.

(b) The provisions of these bylaws governing meetings, action without meeting, notice, waiver of notice, and quorum and voting requirements of the Board of Directors apply to committees and their members as well.

(c) To the extent specified by resolution adopted from time to time by a majority of all the Directors in office when the resolution is adopted, whether or not those Directors constitute a quorum of the Board, each committee shall exercise the authority of the Board of Directors with respect to the corporate powers and the management of the business and affairs of the Corporation; except that a committee shall not:

(1) Authorize distributions;

(2) Approve or propose to shareholders action that the Act requires to be approved by shareholders;

(3) Fill vacancies on the Board of Directors or on any of its committees;

(4) Amend the articles of incorporation pursuant to section 7-110-102 of the Act;

(5) Adopt, amend, or repeal bylaws;

(6) Approve a plan of merger not requiring shareholder approval;

(7) Authorize or approve reacquisition of shares, except according to a formula or method prescribed by the Board of Directors; or

(8) Authorize or approve the issuance or sale of shares, or a contract for the sale of shares, or determine the designation and relative rights, preferences, and limitations of a class or series of shares; except that the Board of Directors may authorize a committee or an officer to do so within limits specifically prescribed by the Board of Directors.

(d) The creation of, delegation of authority to, or action by, a committee does not alone constitute compliance by a Director with applicable standards of conduct.

ARTICLE V
OFFICERS

Section 5.1 ***General.*** The Corporation shall have as officers a president and a secretary, who shall be appointed by the Board of Directors. The Board of Directors may appoint as additional officers a chairman and other officers of the Board. The Board of Directors, the president, and such other subordinate officers as the Board of Directors may authorize from time to time, acting singly, may appoint as additional officers one or more vice presidents, assistant secretaries, treasurers, and such other subordinate officers as the Board of Directors, the president, or such other appointing officers deem necessary or appropriate. The officers of the Corporation shall hold their offices for such terms and shall exercise such authority and perform such duties as shall be determined from time to time by these bylaws, the Board of Directors, or (with respect to officers who are appointed by the president or other appointing officers) the persons appointing them; provided, however, that the Board of Directors may change the term of offices and the authority of any officer appointed by the president or other appointing officers. Any two or more offices may be held by the same person. The officers of the Corporation shall be natural persons at least eighteen (18) years old.

Section 5.2 ***Term.*** Each officer shall hold office from the time of appointment until same day next year or resignation pursuant to Section 5.3 or until the officer’s death.

Section 5.3 ***Removal and Resignation.*** Any officer appointed by the Board of Directors may be removed at any time by the Board of Directors. Any officer appointed by the president or other appointing officer may be removed at any time by the Board of Directors or by the person appointing the officer. Any officer may resign at any time by giving written notice of resignation to any Director (or to any Director other than the resigning officer if the officer is also a Director), to the president, to the secretary, or to the officer who appointed the officer. Acceptance of such resignation shall not be necessary to make it effective, unless the notice so provides.

Section 5.4 ***President.*** The president shall preside at all meetings of shareholders, and the president shall also preside at all meetings of the Board of Directors unless the Board of Directors has appointed a chairman, vice chairman, or other officer of the Board and has authorized such person to preside at meetings of the Board of Directors instead of the president. Subject to the direction and control of the Board of Directors, the president shall be the chief executive officer of the Corporation and, as such, shall have general and active management of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The president may negotiate, enter into and execute contracts, deeds, and other instruments on behalf of the Corporation as are necessary and appropriate to the conduct to the business and affairs of the Corporation or as are approved by the Board of Directors. The president shall have such additional authority and duties as are appropriate and customary for the office of president and chief executive officer, except as the same may be expanded or limited by the Board of Directors from time to time.

Section 5.5 ***Vice President.*** The vice president, if any, or, if there are more than one, the vice presidents in the order determined by the Board of Directors or the president (or, if no such determination is made, in the order of their appointment), shall be the officer or officers next in seniority after the president. Each vice president shall have such authority and duties as are prescribed by the Board of Directors or president. Upon the death, absence, or disability of the president, the vice president, if any, or, of there are more than one, the vice presidents in the order determined by the Board of Directors or the president, shall have the authority and duties of the president.

Section 5.6 ***Secretary.*** The secretary shall be responsible for the preparation and maintenance of minutes of the meetings of the Board of Directors and of the shareholders and of the other records and information required to be kept by the Corporation under Section 7-116-101 of the Act and for authenticating the records of the Corporation. The secretary shall also give, or cause to be given, notice of all meetings of the shareholders and special meetings of the Board of Directors, keep the minutes of such meetings, have charge of the corporate seal, and have authority to affix the corporate seal to any instrument requiring it (and, when so affixed, it may be attested by the secretary's signature), be responsible for the maintenance of all other corporate records and files and for the preparation and filing of reports to governmental agencies (other than tax returns) and have such other authority and duties as are appropriate and customary for the office of secretary, except as the same may be expanded or limited by the Board of Directors from time to time.

Section 5.8 ***Treasurer.*** The treasurer, if any, shall have control of the funds and the care and custody of all stock, bonds, and other securities owned by the Corporation, and shall be responsible for the preparation and filing of tax returns. The Treasurer shall receive all moneys paid to the Corporation and, subject to any limits imposed by the Board of Directors, shall have authority to give receipts and vouchers, to sign and endorse checks and warrants in the Corporation's name and on the Corporation's behalf, and give full discharge for the same. The treasurer shall also have charge of disbursement of funds of the Corporation, shall keep full and accurate records of the receipts and disbursements, and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as shall be designated by the Board of Directors. The treasurer shall have such additional authority and duties as are appropriate and customary for the office of treasurer, except as the same may be expanded or limited by the Board of Directors from time to time.

Section 5.10 ***Compensation.*** Officers shall receive such compensation for their services as may be authorized or ratified by the Board of Directors. Election or appointment of an officer shall not of itself create a contractual right to compensation for services performed as such officer.

ARTICLE VI
INDEMNIFICATION

Section 6.1 ***Definitions.*** As used in this article:

(a) "Corporation" includes any domestic or foreign entity that is a predecessor of the Corporation by reason of a merger or other transaction in which the predecessor's existence ceased upon consummation of the transaction.

(b) "Director" means an individual who is or was a Director of the Corporation or an individual who, while a Director of the Corporation, is or was serving at the Corporation's request as a director, officer, partner, trustee, employee, fiduciary, or agent of another domestic or foreign corporation or other person or of an employee benefit plan. A Director is considered to be serving an employee benefit plan at the Corporation's request if his or her duties to the Corporation also impose duties on, or otherwise involve services by, the Director to the plan or to participants in or beneficiaries of the plan. "Director" includes, unless the context requires otherwise, the estate or personal representative of a Director.

(c) "Expenses" includes counsel fees.

(d) "Liability" means the obligation incurred with respect to a proceeding to pay a judgment, settlement, penalty, fine, including an excise tax assessed with respect to an employee benefit plan, or reasonable expenses.

(e) "Official capacity" means, when used with respect to a Director, the office of Director in the Corporation and, when used with respect to a person other than a Director as contemplated in Section 6.1(b), the office in the Corporation held by the officer or the employment, fiduciary, or agency relationship undertaken by the employee, fiduciary, or agent on behalf of the Corporation. "Official capacity" does not include service for any other domestic or foreign corporation or other person or employee benefit plan.

(f) "Party" includes a person who was, is, or is threatened to be made a named defendant or a respondent in a proceeding.

(g) "Proceeding" means any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative and whether formal or informal.

Section 6.2 ***Authority to Indemnify Directors.***

(a) Except as provided in Section 6.2(d), the Corporation may indemnify a person made a party to a proceeding because the person is or was a Director against liability incurred in the proceeding if:

(1) The person conducted himself or herself in good faith; and

(2) The person reasonably believed:

(i) In the case of conduct in an official capacity with the Corporation, that his or her conduct was in the Corporation's best interests; and

(ii) In all other cases, that his or her conduct was at least not opposed to the Corporation's best interests; and

(3) In the case of any criminal proceeding, the person had no reasonable cause to believe his or her conduct was unlawful.

(b) A Director's conduct with respect to an employee benefit plan for a purpose the Director reasonably believed to be in the interests of the participants in or beneficiaries of the plan is conduct that satisfies the requirement of Section 6.2(a)(2)(ii). A Director's conduct with respect to an employee benefit plan for a purpose that the Director did not reasonably believe to be in the interests of the participants in or beneficiaries of the plan shall be deemed not to satisfy the requirements of Section 6.2(a)(1).

(c) The termination of a proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent is not, of itself, determinative that the Director did not meet the standard of conduct described in this Section 6.2.

(d) The Corporation may not indemnify a Director under this Section 6.2:

(1) in connection with a proceeding by or in the right of the Corporation in which the Director was adjudged liable to the Corporation; or

(2) in connection with any other proceeding charging that the Director derived an improper personal benefit, whether or not involving action in an official capacity, in which proceeding the Director was adjudged liable on the basis that he or she derived an improper personal benefit.

(e) Indemnification permitted under this Section 6.2 in connection with a proceeding by or in the right of the Corporation is limited to reasonable expenses incurred in connection with the proceeding.

Section 6.3 ***Mandatory Indemnification of Directors.*** The Corporation shall indemnify a person who was wholly successful, on the merits or otherwise, in the defense of any proceeding to which the person was a party because the person is or was a Director, against reasonable expenses incurred by him or her in connection with the proceeding.

Section 6.4 ***Advance of Expenses to Directors.***

(a) The Corporation may pay for or reimburse the reasonable expenses incurred by a Director who is a party to a proceeding in advance of final disposition of the proceeding if:

(1) the Director furnishes to the Corporation a written affirmation of the Director's good faith belief that he or she has met the standard of conduct described in Section 6.2;

(2) the Director furnishes the Corporation a written undertaking, executed personally or on the Director's behalf, to repay the advance if it is ultimately determined that he or she did not meet the standard of conduct; and

(3) a determination is made that the facts then known to those making the determination would not preclude indemnification under this article.

(b) The undertaking required by Section 6.4(a)(2) shall be an unlimited general obligation of the Director but need not be secured and may be accepted without reference to financial ability to make repayment.

(c) Determinations and authorizations of payments under this Section 6.4 shall be made in the manner specified in Section 6.6.

Section 6.5 ***Court-Ordered Indemnification of Directors.*** A Director who is or was a party to a proceeding may apply for indemnification to the court conducting the proceeding or to another court of competent jurisdiction. Upon receipt of an application, the court, after giving any notice the court considers necessary, may order indemnification in the following manner.

(a) If it determines that the Director is entitled to mandatory indemnification under Section 6.3, the court shall order indemnification, in which case the court shall also order the Corporation to pay the Director's reasonable expenses incurred to obtain court-ordered indemnification.

(b) If it determines that the Director is fairly and reasonably entitled to indemnification in view of all the relevant circumstances, whether or not the Director met the standard of conduct set forth in Section 6.2(a) or was adjudged liable in the circumstances described in Section 6.2(d), the court may order such indemnification as the court deems proper; except that the indemnification with respect to any proceeding in which liability shall have been adjudged in the circumstances described in Section 6.2(d) is limited to reasonable expenses incurred in connection with the proceeding and reasonable expenses incurred to obtain court-ordered indemnification.

Section 6.6 ***Determination and Authorization of Indemnification of Directors.***

(a) The Corporation may not indemnify a Director under Section 6.2 unless authorized in the specific case after a determination has been made that indemnification of the Director is permissible in the circumstances because the Director has met the standard of conduct set forth in Section 6.2. The Corporation shall not advance expenses to a Director under Section 6.4 unless authorized in the specific case after the written affirmation and undertaking required by Sections 6.4(a)(1) and 6.4(a)(2) are received and the determination required by Section 6.4(a)(3) has been made.

(b) The determinations required by Section 6.6(a) shall be made:

(1) by the Board of Directors by a majority vote of those present at a meeting at which a quorum is present, and only those Directors not parties to the proceeding shall be counted in satisfying the quorum; or

(2) if a quorum cannot be obtained, by a majority vote of a committee of the Board of Directors designated by the Board of Directors, which committee shall consist of two (2) or more Directors not parties to the proceeding; except that Directors who are parties to the proceeding may participate in the designation of Directors for the committee.

(c) If a quorum cannot be obtained as contemplated in Section 6.6(b)(1), and a committee cannot be established under Section 6.6(b)(2) if a quorum is obtained or a committee is designated, if a majority of the Directors constituting such quorum or such committee so directs, the determination required to be made by Section 6.6(a) shall be made:

(1) by independent legal counsel selected by a vote of the Board of Directors or the committee in the manner specified in Sections 6.6(b)(1) or 6.6(b)(2), or, if a quorum of the full Board cannot be obtained and a committee cannot be established by independent legal counsel selected by a majority vote of the full Board of Directors; or

(2) by the shareholders.

(d) Authorization of indemnification and advance of expenses shall be made in the same manner as the determination that indemnification or advance of expenses is permissible; except that, if the determination that indemnification or advance of expenses is permissible is made by independent legal counsel, authorization of indemnification and advance of expenses shall be made by the body that selected such counsel.

Section 6.7 ***Indemnification of Officers, Employees, Fiduciaries and Agents.***

(a) Any officer is entitled to mandatory indemnification under Section 6.3 and is entitled to apply for court-ordered indemnification under Section 6.5, in each case to the same extent as a Director;

(b) The Corporation may indemnify and advance expenses to an officer, employee, fiduciary or agent of the Corporation to the same extent as to a Director; and

(c) The Corporation may also indemnify and advance expenses to an officer, employee, fiduciary or agent who is not a Director to a greater extent than is provided in these Bylaws, if not inconsistent with public policy, and if provided for by general or specific action of its Board of Directors or by contract.

Section 6.8 ***Insurance.*** The Corporation may purchase and maintain insurance on behalf of a person who is or was a Director, officer, employee, fiduciary or agent of the Corporation, or who, while a Director, officer, employee, fiduciary or agent of the Corporation, is or was serving at the request of the Corporation as a director, officer, partner, trustee, employee, fiduciary, or agent of another domestic or foreign corporation or other person or of an employee benefit plan, against liability asserted against or incurred by the person in that capacity or arising from his or her status as a Director, officer, employee, fiduciary or agent, whether or not the Corporation would have power to indemnify the person against the same liability under Sections 6.2, 6.3 or 6.7. Any such insurance may be procured from any insurance company designated by the Board of Directors, whether such insurance company is formed under the laws of this state or any other jurisdiction of the United States or elsewhere, including any insurance company in which the Corporation has an equity or any other interest through stock ownership or otherwise.

Section 6.9 ***Notice to Shareholders of Indemnification of Director.*** If the Corporation indemnifies or advances expenses to a Director under this article in connection with a proceeding by or in the right of the Corporation, the Corporation shall give written notice of the indemnification or advance to the shareholders with or before the notice of the next shareholders' meeting. If the next shareholder action is taken without a meeting at the instigation of the Board of Directors, such notice shall be given to the shareholders at or before the time the first shareholder signs a writing consenting to such action.

ARTICLE VII
SHARES

Section 7.1 ***Certificates.*** Certificates representing shares of the capital stock of the Corporation shall be in such form as is approved by the Board of Directors and shall be signed by the chairman or vice chairman of the Board of Directors (if any), or the president or any vice president, and by the secretary or an assistant secretary or the treasurer or an assistant treasurer. All certificates shall be consecutively numbered, and the names of the owners, the number of shares, and the date of issue shall be entered on the books of the Corporation. Each certificate representing shares shall state upon its face:

(a) that the Corporation is organized under the laws of the State of Colorado;

(b) the name of the person to whom issued;

(c) the number and class of the shares and the designation of the series, if any, that the certificate represents;

(d) a conspicuous statement, on the front or the back, that the Corporation will furnish to the shareholder, on request in writing and without charge, information concerning the designations, preferences, limitations and relative rights applicable to each class, the variations in preferences, limitations and rights determined for each series, and the authority of the Board of Directors to determine variations for future classes or series; and

(e) any restrictions imposed by the Corporation upon the transfer of the shares represented by the certificate.

Section 7.2 ***Facsimile Signatures.*** Where a certificate is signed:

(a) by a transfer agent other than the Corporation or its employees, or

(b) by a registrar other than the Corporation or its employees,

any or all of the officers signatures on the certificate required by Section 7.1 may be facsimile. If any officer, transfer agent or registrar who has signed, or whose facsimile signature or signatures have been placed upon any certificate shall cease to be such officer, transfer agent or registrar, whether because of death, resignation or otherwise, before the certificate is issued by the Corporation, it may nevertheless be issued by the Corporation with the same effect as if he or she were such officer, transfer agent or registrar at the date of issue.

Section 7.3 ***Transfers of Shares.*** Transfers of shares shall be made on the books of the Corporation only upon presentation of the certificate or certificates representing such shares properly endorsed by the person or persons appearing upon the face of such certificate to be the owner, or accompanied by a proper transfer or assignment separate from the certificate, except as may otherwise be expressly provided by the statutes of the State of Colorado or by order of a court of competent jurisdiction. The officers or transfer agents of the Corporation may, in their discretion, require a signature guaranty before making any transfer. The Corporation shall be entitled to treat the person in whose name any shares are registered on its books as the owner of those shares for all purposes and shall not be bound to recognize any equitable or other claim or interest in the shares on the part of any other person, whether or not the Corporation shall have notice of such claim or interest.

Section 7.4 ***Shares Held for Account of Another.*** The Board of Directors may adopt by resolution a procedure whereby a shareholder of the Corporation may certify in writing to the Corporation that all or a portion of the shares registered in the name of such shareholder are held for the account of a specified person or person. The resolution shall set forth:

(a) the classification of shareholders who may certify;

(b) the purpose or purposes for which the certification may be made;

(c) the form of certification and information to be contained therein;

(d) if the certification is with respect to a record date or closing of the stock transfer books, the time after the record date or the closing of the stock transfer books within which the certification must be received by the Corporation; and

(e) such other provisions with respect to the procedure as are deemed necessary or desirable. Upon receipt by the Corporation of a certification complying with the procedure, the persons specified in the certification shall be deemed, for the purpose or purposes set forth in the certification, to be the holders of record of the number of shares specified in place of the shareholder making the certification.

ARTICLE VIII
FINANCE

Section 8.1 ***Reserve Funds.*** The Board of Directors, in its uncontrolled discretion, may set aside from time to time, out of the net profits of the Corporation, such sum or sums as it deems expedient as a reserve fund to meet contingencies, for maintaining any property of the Corporation and for any other purpose.

Section 8.2 ***Banking.*** The moneys of the Corporation shall be deposited in the name of the Corporation in such bank or banks or trust company or trust companies, as the Board of Directors shall designate, and may be drawn out only on checks signed in the name of the Corporation by such person or persons as the Board of Directors, by appropriate resolution, may direct. Notes and commercial paper, when authorized by the Board, shall be signed in the name of the Corporation by such officer or officers or agent or agents as shall be authorized from time to time.

ARTICLE IX
CONTRACTS, LOANS AND CHECKS

Section 9.1 ***Execution of Contracts.*** Except as otherwise provided by statute or by these Bylaws, the Board of Directors may authorize any officer or agent of the Corporation to enter into any contract, or execute and deliver any instrument in the name of, and on behalf of the Corporation. Such authority may be general or confined to specific instances. Unless so authorized, no officer, agent or employee shall have any power to bind the Corporation for any purpose, except as may be necessary to enable the Corporation to carry on its normal and ordinary course of business.

Section 9.2 ***Loans.*** No loans shall be contracted on behalf of the Corporation and no negotiable paper or otherwise evidence of indebtedness shall be issued in its name unless authorized by the Board of Directors. When so authorized, any officer or agent of the Corporation may effect loans and advances at any time for the Corporation from any bank, trust company or institution, firm, corporation or individual. An agent so authorized may make and deliver promissory notes or other evidence of indebtedness of the Corporation and may mortgage, pledge, hypothecate or transfer any real or personal property held by the Corporation as security for the payment of such loans. Such authority, in the Board of Directors discretion, may be general or confined to specific instances.

Section 9.3 ***Checks.*** Checks, notes, drafts and demands for money or other evidence of indebtedness issued in the name of the Corporation shall be signed by such person or persons as designated by the Board of Directors and in the manner the Board of Directors prescribes.

Section 9.4 ***Deposits.*** All funds of the Corporation not otherwise employed shall be deposited from time to time to the credit of the Corporation in such banks, trust companies or other depositories as the Board of Directors may select.

ARTICLE X
MISCELLANEOUS

Section 10.1 ***Corporate Seal.*** The Board of Directors may adopt a seal, circular in form and bearing the name of the Corporation and the words “SEAL” and “COLORADO” which, when adopted, shall constitute the seal of the Corporation. The seal may be used by causing it or a facsimile of it to be impressed, affixed, manually reproduced or rubber stamped with indelible ink.

Section 10.2 ***Fiscal Year.*** The Board of Directors may, by resolution, adopt a fiscal year for the Corporation.

Section 10.3 ***Receipt of Notices by the Corporation.*** Notices, shareholder writings consenting to action, and other documents or writings shall be deemed to have been received by the Corporation when they are received:

(a) at the registered office of the Corporation in the State of Colorado;

(b) at the principal office of the Corporation (as that office is designated in the most recent document filed by the Corporation with the Secretary of State for the State of Colorado designating a principal office) addressed to the attention of the secretary of the Corporation;

(c) by the secretary of the Corporation wherever the secretary may be found; or

(d) by any other person authorized from time to time by the Board of Directors, the president or the secretary to receive such writings, wherever such person is found.

Section 10.4 ***Amendment of Bylaws.*** These Bylaws may at any time and from time to time be amended, supplemented or repealed by the Board of Directors.

CERTIFICATE

I hereby certify that the foregoing Bylaws, consisting of 19 pages, including this page, constitute the bylaws of LTS, Incorporated adopted by the Board of Directors of the Corporation as of January 23, 1996.

/s/ Anthony Shane Nowak
Anthony Shane Nowak, Secretary

Exhibit 3.23

I.D. NO# D5007604
ACKN. NO. – 237C3110284
MARYLAND PRECIOUS METALS INC.

06/01/98 AT 09:13 A.M.

STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

APPROVED FOR RECORD
10-1-98 at 9:13 a.m.

Maryland Close Corporation

Organized Pursuant to Title Four of the

Corporations and Associations Article of the

Annotated Code of Maryland

MARYLAND PRECIOUS METALS INC.

ARTICLES OF INCORPORATION

FIRST: The undersigned, Daniel E. James whose post office address is 4212 Gallatin Street, Hyattsville, Maryland 20781 being at least 18 years of age, do hereby form a corporation under the General Laws of the State of Maryland.

SECOND: The name of the corporation, (which is hereinafter called the Corporation), is MARYLAND PRECIOUS METALS INC.

THIRD: The Corporation shall be a close corporation as authorized by Title Four of the Corporations and Associations Article of the Annotated Code of Maryland, as amended.

81528490

FOURTH: The purpose for which the Corporation is organized is primarily to conduct activities for profit by to act as an independent salesperson of precious metals, but also for any other lawful purposes or activities that may from time to time arise in the course of the Corporations's business affairs, as permitted by Section 2-103 of the Corporations and Associations Article of the Annotated Code of Maryland, as amended from time to time.

FIFTH: The post office address of the principal office of the Corporation in Maryland is 4212 Gallatin, Hyattsville, Maryland 20781. The name and post office address of the resident agent of the Corporation in Maryland are Daniel E. James, 4212 Gallatin Street, Hyattsville, Prince Georges County, Maryland 20781.

SIXTH: The total number of shares of stock which the Corporation has authority to issue is 100 shares of common stock, without par value.

STATE OF MARYLAND
I hereby certify that this is a true and complete copy of the 3 page
document on file in this office. DATED: 3-19-14
STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
By: [ILLEGIBLE], Custodian
This stamp replaces our previous certification system. Effective: 6/95

SEVENTH: The number of Directors of the Corporation shall be one (1), which number may be increased or decreased pursuant to the by-laws of the Corporation, and so long as there are less than two (2) stockholders, the number of directors may be less than two (2) but not less than the number of stockholders, and the name of the director who shall act until the first meeting or until their successors are duly chosen and qualified is Daniel E. James.

EIGHTH: The duration of the Corporation shall be perpetual.

IN WITNESS WHEREOF, we have signed these Articles of Incorporation on 5-26-98, and severally acknowledge the same to be our act.

[ILLEGIBLE]

State of Maryland
DEPARTMENT OF ASSESSMENTS AND TAXATION
Charter Division

I.D. NO. D5003604
ACKN. NO. - [illegible] 04
MARYLAND PRECIOUS METALS INC.

PARRIS N. GLENDENING
(Governor)
RONALD W. WINEHOLT
(Director)
PAUL B. ANDERSON
(Administrator)

NO. OF CERTIFIED COPIES - 0

DOCUMENT CODE 88 BUSINESS CODE 03 COUNTY 04

___ ___ P.A. ___ Religious ___ Close ___ Stock ___ Nonstock

Merging (Transferor) _____

Surviving (Transferee) _____

CODE	AMOUNT	FEE REMITTED
10	___	Expedited Fee
61	20	Sec. Fee (Arts. of Inc.)
20	20	Organ. & Capitalization
62	___	Rec. Fee (Amendment)
63	___	Rec. Fee (Merger, Consol.)
64	___	Rec. Fee (Transfer)
66	___	Rec. Fee (Revival)
65	___	Rec. Fee (Dissolution)
75	___	Special Fee
73	___	Certificate of Conveyance
		_____
		_____
		_____
21	___	Recordation Tax
22	___	State Transfer Tax
23	___	Local Transfer Tax
70	___	Change of P.O., R.A. or R.A.A.
31	___	_____ Corp. Good Standing
600		Returns
52	___	Foreign Qualification
NA	___	Foreign Registration
51	___	Foreign Name Registration
53	___	Foreign Resolution
54	___	For. Supplemental Cert.
56	___	Penalty
50	___	Cert. of Qual. or Reg.
83	___	Cert. Limited Partnership
84	___	Amendment to Limited Partnership
85	___	Termination of Limited Partnership
80	___	For. Limited Partnership
91	___	Amend/Cancellation, For. Limited Part.
87	___	Limited Part. Good Standing
67	___	Cert. Limited Liability Partnership
68	___	LLP Amendment - Domestic
69	___	Foreign Limited Liability Partnership
74	___	LLP Amendment - Foreign
99	___	Art. of Organization (LLC)
98	___	LLC Amend, Diss, Continuation
97	___	LLC Cancellation,
96	___	Registration Foreign LLC
94	___	Foreign LLC Supplemental
92	___	_____ LLC Good Standing (short)
13	___	_____ Certified Copy _____
—	___	Other _____

TOTAL FEES 40

___ Credit Card

___ Check ___ Cash

___ Documents on ___ checks

APPROVED BY: [signature]

(New Name) _____

___ Change of Name
___ Change of Principal Office
___ Change of Resident Agent
___ Change of Resident Agent Address
___ Resignation of Resident Agent
___ Designation of Resident Agent and Resident Agent's Address
___ Change of Business Code _____
___ Addition of Assumed Name _____
___ Other Change(s) _____

CODE _____

ATTENTION: _____

MAIL TO ADDRESS: Tax Savers Inc., 1751 Elton Road, Suite 207 Silver Spring, Md 20903

TAX SAVERS INC.
1751 ELTON RD. STE.207
SILVER SPRING MD 20903

Room 809 - 301 West Preston Street - Baltimore, Maryland 21201
Phone: (410) 767-1350 - Fax: (410) 333-7097 - TTY users call Maryland Relay 1-800-735-2258
Toll Free in MD: 1-888-246-5941 - web site: http://www.dat.state.md.us

MARYLAND PRECIOUS METALS INC.
a Maryland close corporation

CERTIFICATION OF RESOLUTION
CHANGING PRINCIPAL OFFICE

The following resolution was approved by Unanimous Written Consent of the Board of Directors of Maryland Precious Metals Inc., a Maryland close corporation, dated effective December 31, 2004:

The principal office is changed from

4212 Gallatin, Hyattsville, JD 20781

To:

4504 Annapolis Rd. Bladensburg, MD 20710

I, Shannon Shapiro, certify under the penalties of perjury that to the best of my knowledge, information, and belief that the foregoing is true in all material respects.

MARYLAND PRECIOUS METALS INC.

By: /s/ Shannon Shapiro
Shannon Shapiro, Secretary

Date 6/3/08

CUST ID: 0002143561
WORK ORDER: 0001586599
DATE: 06-10-2008 09:54 PM
AMT. PAID: $75.00

STATE OF MARYLAND
I hereby certify that this is a true and complete copy of the 2 page document on file in this office. DATED: 3-19-14
STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
BY: [ILLEGIBLE], Custodian
This stamp replaces our previous certification system. Effective: 6/95

CORPORATE CHARTER APPROVAL SHEET
****EXPEDITED SERVICE**** **** KEEP WITH DOCUMENT ****

DOCUMENT CODE 80 BUSINESS CODE____ [BARCODE]

#D05007604

Close_____ Stock_____ Nonstock_____

P.A._____ Religious_____

Merging (Transferor) _____

Surviving (Transferee) _____

ID # D05007604 ACK # 1000361996558882
PAGES: 0002
MARYLAND PRECIOUS METALS INC.

06/06/2008 AT 04:25 P WO # 0001586599

New Name _____

	FEES REMITTED
Base Fee:	25
Org. & Cap. Fee:	
Expedite Fee:	50
Penalty:	
State Recordation Tax:	
State Transfer Tax:	
_____ Certified Copies	
Copy Fee:	
_____ Certificates	
Certificate of Status Fee:	
Personal Property Filings:	
Mail Processing Fee:	
Other:	
TOTAL FEES:	75

Credit Card_____ Check_____ Cash_____
_____ Documents on _____ Checks

Approved By: 9_____

Keyed By: _____

COMMENT(S):

_____	Change of Name
X	Change of Principal Office
_____	Change of Resident Agent
_____	Change of Resident Agent Address
_____	Resignation of Resident Agent
_____	Designation of Resident Agent and Resident Agent's Address
_____	Change of Business Code
_____	Adoption of Assumed Name
_____	Other Change(s)_____

Code _____

Attention: _____

Mail: Name and Address

WOMBLE CARTYLE
4TH FLOOR
8065 LEESBURG PIKE
VIENNA VA 22182

Stamp Work Order and Customer Number HERE

CUST ID: 0002143561
WORK ORDER: 0001586599
DATE: 06-10-2008 09:54 PM
AMT. PAID: $75.00

STATE OF MARYLAND
DEPT OF ASSESSMENTS AND TAXATION
CUST ID: 0002161426
WORK ORDER: 0001604464
DATE: 07-22-2008 12:52 PM
AMT. PAID: $75.00

RESOLUTION TO CHANGE PRINCIPAL OFFICE OR RESIDENT AGENT

The directors/stockholders/general partner/authorized person of _____

Maryland Precious Metals, Inc.,
(Name of Entity)

organized under the laws of Maryland, passed the following resolution:
(State)

[CHECK APPLICABLE BOX(ES)]

☐ The principal office is changed from: (old address)

to: (new address)

☑ The name and address of the resident agent is changed from:
Daniel E. James
4212 Gallatin St., Hyattsville, MD 20781

to:
National Registered Agents, Inc. of MD
836 Park Avenue, Second Floor, Baltimore, MD 21201

I certify under penalties of perjury the foregoing is true.

/s/ Shannon Shapiro
Secretary or Assistant Secretary
General Partner
Authorized Person

I hereby consent to my designation in this document as resident agent for this entity.

National Registered Agents Inc. of MD

SIGNED by: /s/ John Christel
Resident Agent
John Christel VP of NRAI of MD

STATE OF MARYLAND
I hereby certify that this is a true and complete copy of the 2 page document on file in this office. DATED: 3-19-14
STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
BY: [ILLEGIBLE], Custodian
This stamp replaces our previous certification system. Effective: 6/95

CORPORATE CHARTER APPROVAL SHEET
****EXPEDITED SERVICE** ** KEEP WITH DOCUMENT ****

DOCUMENT CODE 80 BUSINESS CODE____

[BARCODE]

D05007604

Close_____ Stock_____ Nonstock_____

P.A._____ Religious_____

Merging (Transferor) _____

Surviving (Transferee) _____

Affix Barcode Label Here
ID # D05007604 ACK # 1000361996728808
PAGES: 0002
MARYLAND PRECIOUS METALS INC.

07/18/2008 AT 02:26 P WO # 0001604464

New Name _____

FEES REMITTED

Base Fee:	25
Org. & Cap. Fee:	
Expedite Fee:	50
Penalty:	
State Recordation Tax:	
State Transfer Tax:	
Certified Copies	
Copy Fee:	
Certificates	
Certificate of Status Fee:	
Personal Property Filings:	
Mail Processing Fee:	
Other:	
TOTAL FEES:	75

Credit Card_____ Check ü Cash_____ ____Documents on_____Checks

Approved By: [ILLEGIBLE]

Keyed By: [ILLEGIBLE]

COMMENT(S):

_____	Change of Name
_____	Change of Principal Office
ü	Change of Resident Agent
ü	Change of Resident Agent Address
_____	Resignation of Resident Agent
_____	Designation of Resident Agent and Resident Agent's Address
_____	Change of Business Code
_____	Adoption of Assumed Name
_____	Other Change(s)_____

Code 194

Attention**:** _____

CORPASSIST OF BALTIMORE
2ND FLOOR
836 PARK AVE
BALTIMORE MD 21201-4753

Stamp Work Order and Customer Number HERE

STATE OF MARYLAND
DEPT OF ASSESSMENTS AND TAXATION
CUST ID: 0002161426
WORK ORDER: 0001604464
DATE: 07-22-2008 12:52 PM
AMT. PAID: $75.00

RESOLUTION TO CHANGE PRINCIPAL OFFICE OR RESIDENT AGENT

The directors/stockholders/general partner/authorized person of

Maryland Precious Metals Inc. ,

(Name of Entity)

organized under the laws of Maryland, passed the following resolution:

(State)

[CHECK APPLICABLE BOX(ES)]

☐ **The principal office is changed from: (old address)**

to: (new address)

☒ **The name and address of the resident agent is changed from:**

National Registered Agents, Inc. of MD

Second Floor, 836 Park Avenue, Baltimore, MD 21201

to:

The Corporation Trust Incorporated, 351 West Camden Street, Baltimore, Maryland 21201

I certify under penalties of perjury the foregoing is true.

[ILLEGIBLE]

Secretary or Assistant Secretary
General Partner
Authorized Person

I hereby consent to my designation in this document as resident agent for this entity.

The Corporation Trust Incorporated

SIGNED By: [ILLEGIBLE]

Resident Agent

STATE OF MARYLAND

I hereby certify that this is a true and complete copy of the 3 page document on file in this office. DATED: 3-19-14

STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

BY: [ILLEGIBLE], Custodian

This stamp replaces our previous certification system. Effective: 6/95

MEETING OF THE BOARD OF DIRECTORS OF
Maryland Precious Metals, Inc.
September 30, 2010

On September 30, 2010, the Board of Directors of Maryland Precious Metals, Inc. (the "Company") held a meeting at the Company's corporate offices. The undersigned, constituting all of the Directors of the Company, adopted the resolutions, as follows:

1. **RESOLVED**, that the resident agent of the Company is changed from National Registered Agents, Inc. of MD to The Corporation Trust Incorporated. **A MOTION** was made by Rick Wessel, seconded by R. Douglas Orr and passed unanimously by the Board to change the resident agent.

2. **RESOLVED**, that the address of the resident agent of the Company is changed from Second Floor, 836 Park Avenue, Baltimore, Maryland 21201 to 351 West Camden Street, Baltimore, Maryland 21201. **A MOTION** was made by Rick Wessel, seconded by R. Douglas Orr and passed unanimously by the Board to change the address of the resident agent.

3. **RESOLVED**, that the meeting should be adjourned. **A MOTION** was made by Rick L. Wessel, seconded by R. Douglas Orr and passed unanimously by the Board to adjourn the meeting.

IN WITNESS WHEREOF, the undersigned, being all the members of the Board of Directors of Maryland Precious Metals, Inc., hereby acknowledges the adoption of the above-referenced resolutions, effective this the thirtieth day of September 2010.

/s/ Rick L. Wessel
Rick L. Wessel

/s/ R. Douglas Orr
R. Douglas Orr

CUST ID: 0002489308
WORK ORDER: 0003705888
DATE: 10-05-2010 01:17 PM
AMT. PAID: $75.00

CORPORATE CHARTER APPROVAL SHEET
****EXPEDITED SERVICE** ** KEEP WITH DOCUMENT ****

DOCUMENT CODE 80 BUSINESS CODE____

[BARCODE]

D05007604

Close_____ Stock_____ Nonstock_____

P.A._____ Religious_____

Merging (Transferor) _____

Surviving (Transferee) _____

ID # D05007604 ACK # 1000362000584526
PAGES: 0003
MARYLAND PRECIOUS METALS INC.

10/01/2010 AT 04:03 P WO # 0003705888

New Name _____

FEES REMITTED

Base Fee:	25
Org. & Cap. Fee:	
Expedite Fee:	50
Penalty:	
State Recordation Tax:	
State Transfer Tax:	
_____ Certified Copies	
Copy Fee:	
_____ Certificates	
Certificate of Status Fee:	
Personal Property Filings:	
Mail Processing Fee:	
Other:	
TOTAL FEES:	75

_____	Change of Name
_____	Change of Principal Office
ü	Change of Resident Agent
ü	Change of Resident Agent Address
_____	Resignation of Resident Agent
_____	Designation of Resident Agent and Resident Agent's Address
_____	Change of Business Code
_____	Adoption of Assumed Name
_____	Other Change(s)

Credit Card_____ Check ü Cash ____

____Documents on _____Checks

Approved By: [ILLEGIBLE]

Keyed By: [ILLEGIBLE]

COMMENT(S):

Code 007

Attention: _____

Mail: Name and Address

THE CORPORATION TRUST INCORPORATED
351 WEST CAMDEN STREET
BALTIMORE MD 21201-7912

Stamp Work Order and Customer Number HERE

CUST ID: 0002489308
WORK ORDER: 0003705888
DATE: 10-05-2010 01:17 PM
AMT. PAID: $75.00

RESOLUTION TO CHANGE PRINCIPAL OFFICE OR RESIDENT AGENT

The directors/stockholders/general partner/authorized person of

MARYLAND PRECIOUS METALS INC.

(Name of Entity)

organized under the laws of Maryland (State) passed the following resolution:

(Check applicable boxes)

☐ **The principal office is changed from: (old address)**

to: (new address)

☒ **The name and address of the resident agent is changed from:**

The Corporation Trust Incorporated
351 West Camden Street, Baltimore, MD 21201

to:

CSC-Lawyers Incorporating Service Company
7 St. Paul Street, Suite 1660, Baltimore, MD 21202

I certify under penalties of perjury the foregoing is true.

Signed [ILLEGIBLE] Secretary
Secretary or Assistant Secretary
General Partner
Authorized Person

I hereby consent to my designation in this document as resident agent for this entity.

CSC-Lawyers Incorporating Service Company

Signed By: /s/ Sylvia Queppet
Resident Agent
Sylvia Queppet, Assistant Vice President

CUST ID: 0002828946
WORK ORDER: 0004045526
DATE: 11-01-2012 01:18 PM
AMT. PAID: $175.00

STATE OF MARYLAND
I hereby certify that this is a true and complete copy of the 2 page document on file in this office. DATED: 3-19-14
STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
BY: [ILLEGIBLE], Custodian
This stamp replaces our previous certification system. Effective: 6/95

CORPORATE CHARTER APPROVAL SHEET
**** KEEP WITH DOCUMENT ****

DOCUMENT CODE 80 BUSINESS CODE____

[BARCODE]

D05007604

Close_____ Stock_____ Nonstock_____

P.A._____ Religious_____

Merging (Transferor) _____

_____

_____

_____

Surviving (Transferee) _____

_____

_____

_____

Affix Barcode Label Here
ID # D05007604 ACK # 1000362004201432
PAGES: 0002
MARYLAND PRECIOUS METALS INC.

10/31/2012 AT 01:53 P WO # 0004045526

	FEES REMITTED
Base Fee:	25
Org. & Cap. Fee:	
Expedite Fee:	
Penalty:	
State Recordation Tax:	
State Transfer Tax:	
_____ Certified Copies	
Copy Fee:	
_____ Certificates	
Certificate of Status Fee:	
Personal Property Filings:	
Mail Processing Fee:	
Other:	
TOTAL FEES:	25

Credit Card_____ Check ____ Cash ____
__7__ Documents on _____ Checks

Approved By: 010

Keyed By: _____

COMMENT(S):

New Name _____

_____

_____

_____	Change of Name
_____	Change of Principal Office
ü	Change of Resident Agent
ü	Change of Resident Agent Address
_____	Resignation of Resident Agent
_____	Designation of Resident Agent and Resident Agent's Address
_____	Change of Business Code
_____	Adoption of Assumed Name
_____	Other Change(s)

Code_____

Attention: _____

Mail: Name and Address

CSC (UNITED STATES CORPORATION)
EVELYN WRIGHT
STE. 400
2711 CENTERVILLE RD
WILMINGTON DE 19808 – 1660

Stamp Work Order and Customer Number HERE

CUST ID: 0002828946
WORK ORDER: 0004045526
DATE: 11-01-2012 01:18 PM
AMT. PAID: $175.00

Exhibit 3.24

AMENDED AND RESTATED

BYLAWS OF

MARYLAND PRECIOUS METALS, INC.

a Maryland Close Corporation

Table of Contents

AMENDED AND RESTATED BYLAWS

OF

MARYLAND PRECIOUS METALS, INC.

A Maryland Close Corporation

1. MEETINGS OF STOCKHOLDERS

1.1. Annual Meeting. The annual meeting of the Stockholders of the Corporation shall be held on December 1 of each year, if not a legal holiday, and if a legal holiday then the next succeeding day not a legal holiday, for the election of Directors and the transaction of such corporate business as may properly come before the meeting. The meeting need not be held unless requested by a Stockholder. A request for an annual meeting by a Stockholder shall be in writing and delivered to the President or Secretary of the Corporation at least 30 days before the specified date for meeting.

1.2. Special Meetings. Special meetings of the Stockholders may be called at any time for any purpose or purposes by the President or a majority of the Board of Directors, and shall be called forthwith by the President or the Secretary or any Director upon the request in writing of the holders of a majority of all the shares outstanding and entitled to vote on the business or be transacted at such meeting. Such request shall state the purpose or purposes of the meeting. Business transacted at all special meetings of the Stockholders shall be confined to the purpose or purposes stated in the notice of the meeting.

1.3. Place of Meeting. The annual and special meetings of Stockholders will be held at the principal office of the Corporation or at such place within or without the State of Maryland as determined by the Board and set forth in the Notice of Meeting.

1.4. Annual Meeting. Written notice stating the place, day, and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which it is called, shall be given not less than 10 days before the date of the meeting, either personally or by first-class mail, postage prepaid by or at the direction of the President, the Secretary, or other officer of the Corporation or the person calling the meeting, to each Stockholder of record entitled to vote at such meeting.

1.5. Quorum. Except as otherwise provided in the Articles of Incorporation, the presence, by person or by proxy, of the holders of a majority of issued and outstanding shares entitled to vote thereat shall be necessary to constitute a quorum for the transaction of business at all meetings of Stockholders. If, however, such quorum shall not be present or represented at

any meeting of the Stockholders, a majority of the shares so represented shall have the power to adjourn that meeting to a future date at which a quorum shall be present or represented. At such reconvened meeting, any business may be transacted which might have been transacted at the meeting originally called.

1.6. Voting. A Stockholder entitled to vote at a meeting may vote at such meeting in person or by proxy. Except as otherwise provided by law or the Articles of Incorporation, every Stockholder of record shall be entitled to one vote for each share of stock in the Stockholder's name on the books of the Corporation on the record date fixed as herein provided. Moreover, except to the extent that a greater number is required by law or the Articles of Incorporation, all Stockholder actions shall be determined by a vote of the majority of the holders of all issued and outstanding shares of the Corporation.

1.7. Proxies. Every proxy must be dated and signed by the Stockholder or by the Stockholder's attorney-in-fact. No proxy shall be valid after the expiration of 11 months after the date of its execution, unless otherwise provided in the proxy. Every proxy shall be revocable at the pleasure of the Stockholder executing it, except when an irrevocable proxy is permitted by statute. All proxies shall be filed with the Secretary of the Corporation before or at the time of the meeting.

1.8. Action by Stockholders Without a Meeting. Whenever by a provision of statute, the Articles of Incorporation, or by these Bylaws, the vote of Stockholders is required or permitted to be taken at a meeting thereof in connection with any corporate action, the meeting and the vote of the Stockholders may be dispensed with if all the Stockholders who would have been entitled to vote upon the action if such meeting were held shall consent in writing to such corporate action being taken.

2. DIRECTORS

2.1. Number, Election and Term of Office. The initial number of the Directors of the Corporation shall be as set forth in the Articles of Incorporation. Thereafter, subject to any requirements of the Articles of Incorporation or applicable law specifying the minimum number of Directors of the Corporation, the number of Directors may be increased or decreased from time to time by resolution of the Board of Directors. The Directors shall be elected each year at the annual meeting of stockholders, except as hereinafter provided, and each Director shall serve until his successor shall be elected and shall qualify.

2.2. Duties, Powers and Committees. The business and affairs of the Corporation shall be managed by its Board of Directors, which shall be responsible for the control and management of the affairs, property, and interests of the Corporation, and may exercise all powers of the Corporation, except as herein provided, or except as may be expressly conferred upon or reserved to the stockholders in the Articles of Incorporation or by statute.

2.3. Vacancies. Any vacancy occurring in the Board of Directors for any cause other than by reason of an increase in the number of Directors, may, unless otherwise provided in these Bylaws, be filled by the affirmative vote of a majority of the remaining members of the Board of Directors, although such a majority is less than a quorum. Any vacancy occurring by reason of an increase in the number of Directors may, unless otherwise provided in these Bylaws, be filled by action of a majority of the entire Board of Directors. A Director elected by the Board of Directors to fill a vacancy shall be elected to hold office until the next annual meeting of stockholders or until his successor is elected and shall qualify, or until his death, incompetency, resignation, or removal. If there are no Directors in office, any officer or stockholder may call a special meeting of stockholders in accordance with the provisions of the Articles of Incorporation or these Bylaws, at which meeting such vacancies shall be filled.

2.4. Resignation. Any Director may resign at any time by giving written notice to the Board of Directors, the President or the Secretary of the Corporation. Unless otherwise specified in such written notice, such resignation shall take effect upon receipt thereof by the Board of Directors or the designated officer. The acceptance of such resignation shall not be necessary to make it effective.

2.5. Removal. Unless otherwise provided by statute, any director may be removed with or without cause at any time by the affirmative vote of stockholders holding of record in the aggregate at least a majority of the outstanding shares of stock of the Corporation, given at a special meeting of the stockholders called for that purpose.

2.6. Annual and Regular Meetings; Notice. A regular annual meeting of the Board of Directors shall be held without other notice than these Bylaws immediately following the annual meeting of the stockholders at the place of such annual meeting of stockholders.

(a) The Board of Directors from time to time may provide by resolution for the holding of other regular meetings of the Board of Directors and may fix the time and place thereof.

(b) Notice of any regular meeting of the Board of Directors shall not be required to be given; provided, however, that in case the Board of Directors shall fix or change the time or place of any regular meeting, notice of such action shall be mailed promptly to each Director who shall not have been present at the meeting at which such action was taken, addressed to him at his residence or usual place of business, unless such notice shall be waived in the manner set forth in Paragraph (c) of Section 2.7.

2.7. Special Meetings; Notice.

(a) Special meetings of the Board of Directors shall be held whenever called by the President, or by any two of the Directors, at such time and place as may be specified in the respective notices or waivers of notices thereof.

(b) Notice of any special meeting shall be given at least three (3) days prior to the meeting by written notice delivered personally or mailed to each director at his business address, or by telegram. If mailed, such notice shall be deemed to be delivered when deposited in the United States Mail so addressed, with postage thereon prepaid. If notice be given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegraph company. Any director may waive notice of any meeting. The attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

(c) Notice of any special meetings shall not be required to be given to any Director who shall attend such meeting in person or to any Director who shall waive notice of such meeting in writing or by telegram, radio, or cable, whether before of after the time of such meeting. Any such meeting shall be a legal meeting without any notice thereof having been given if all the Directors shall be present thereat. Notice of any adjourned meeting shall not be required to be given.

2.8. Quorum; Adjournments.

(a) At all meetings of the Board of Directors the presence of a majority of the total number of Directors then in office shall constitute a quorum for the transaction of business.

(b) Except as otherwise provided by statute, herein, or by the Articles of Incorporation, the action of a majority of the Directors present at any meeting at which a quorum is present shall be the act of the Board of Directors.

(c) A majority of the Directors present at the time and place of any regular or special meeting, although less than a quorum, may adjourn the same from time to time without further notice, until a quorum shall be present.

(d) At all meetings of the Board of Directors, each Director present shall have one vote, irrespective of the number of shares of stock, if any, which he may hold.

2.9. Action by Consent. Any action required or permitted to be taken at any meeting of the Board of Directors may be taken without a meeting if a written consent to such action is signed by all members of the Board of Directors and such written consent is filed with the minutes of the proceedings of the Board. Such consent shall have the same force and effect as a unanimous vote of the Directors.

2.10. Compensation. By resolution of the Board of Directors, each Director may be paid his expenses, if any, of attendance at each meeting of the Board of Directors, and may be paid a stated salary as Director, or a fixed sum for attendance at each meeting of the Board of Directors, or both. Any Director may waive compensation for any meeting. Any Director receiving compensation under these provisions shall not be barred from serving the Corporation in any other capacity and receiving compensation and reimbursement for reasonable expenses for such other services.

2.11. Presumption of Assent. A Director of the Corporation who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless his dissent shall be entered in the minutes of the meeting or unless he shall file his written dissent to such action with a person acting as the Secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the Corporation within 24 hours after the adjournment of the meeting. Such right to dissent shall not apply to a Director who voted in favor of such action or who failed to make his dissent known at the meeting.

2.12. Meetings by Telephone or Similar Communication. The Board of Directors may participate in a meeting by means of a conference telephone or similar communications equipment in which all Directors participating in the meeting can hear each other at the same time and participation by such means shall constitute presence in person at such meeting.

3. OFFICERS

3.1. Officers and Qualifications. The officers of the Corporation shall be a President, a Secretary, and a Treasurer, each of whom shall be elected by the Board of Directors. Each officer shall hold office until the officer's successor has been duly elected and qualified, or until the officer's death, resignation, or removal. The Board of Directors may elect such vice presidents and other officers and assistant officers and agents as may be deemed necessary. Any two or more offices may be held by the same person. If the Corporation has only one Stockholder, such Stockholder may hold all offices. All officers and agents of the Corporation, as between themselves and the Corporation, shall have such authority and perform such duties in the management of the Corporation as may be determined by the Board of Directors. The Board of Directors may from time to time authorize any committee or any officer or agent to appoint subordinate officers and agents and prescribe their responsibility, authority, and tenure.

In the event that any office other than an office required by law shall not be filled by the Board of Directors or, once filled, subsequently becomes vacant, then such office and all references thereto in these Bylaws shall be deemed inoperative unless and until such office is filled in accordance with the provisions of these Bylaws.

Except where otherwise expressly provided in a contract duly authorized by the Board of Directors, all officers and agents of the Corporation shall be subject to removal at any time by the affirmative vote of a majority of the Directors entitled to vote, and all officers, agents, and employees shall hold office at the discretion of the Board of Directors or of the officers appointing them.

3.2. Compensation of Officers and Employees. The salaries of all officers, employees and agents of the Corporation may be fixed from time to time by the Board of Directors. Subject to the action of the Board of Directors, the President is authorized to set the compensation of officers, employees, and agents, including the President's. Any such action by the Board of Directors shall supersede the authority of the President in this regard. If any salary payment, commission, employee fringe benefit, expense allowance, payment, or other expense incurred by the Corporation for the benefit of any officer, agent, or employee of the Corporation is disallowed in whole or in part as a deductible expense of the Corporation for federal income tax purposes, the officer, agent, or employee shall promptly reimburse the Corporation upon notice and demand to the full extent of the disallowance.

3.3. Removal of Officers or Agents. Any officer or agent may be removed with or without cause at any time by a vote of the majority of the Directors, whenever the Board of Directors in their absolute discretion shall consider that the best interests of the Corporation would be served thereby. Any officer or agent appointed otherwise than by the Board of Directors may be removed, with or without cause, at any time by any officer having the authority to appoint, whenever such officer in the officer's absolute discretion shall consider that the best interests of the Corporation will be served thereby. Any such removal of an officer or agent shall be without prejudice to the recovery of damages for the breach of any contract rights of the person removed. The election or appointment of an officer or agent in and of itself shall not create contract rights.

3.4. The President. The President shall be the Chief Executive Officer of the Corporation. The President shall preside at all meetings of the Stockholders. The President shall have general and active management of the business of the Corporation and shall see that all orders and resolutions of the Stockholders are carried into effect. Without limitation, the President may execute (with or without the Secretary or any other proper officer of the Corporation authorized by the Stockholders) in the corporate name, certificates for shares of the Corporation, deeds, mortgages, bonds, contracts, or other instruments, except in cases in which the signing or execution thereof shall be expressly restricted or delegated by the Stockholders to

some other officer or agent of the Corporation. The President shall have the authority to incur debts or liabilities and pledge assets in the name of the Corporation and to execute notes or other evidence of indebtedness in connection therewith. In the absence of specific action to the contrary by the Stockholders, the President shall execute on behalf of the Corporation proxies to vote any and all shares of stock owned by the Corporation in other corporations.

The President shall appoint and discharge all employees and agents of the Corporation, other than the duly elected officers, subject to the Board of Directors' authority to override any such action.

3.5. Vice Presidents. The Vice Presidents, in the order of their seniority, shall, in the absence or disability of the President, perform the duties and exercise the powers of the President and shall perform such other duties as the Board of Directors or President shall prescribe, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice President(s) shall perform such other duties as from time to time may be assigned to the Vice President(s) by the President or by the Board of Directors.

3.6. The Secretary. The Secretary shall attend all meetings of the Stockholders and the Board of Directors and record all votes and the minutes of all proceedings in a book to be kept for that purpose, and shall perform like duties for the executive committee or any other committee which may be constituted. The Secretary shall give, or cause to be given, notice of all meetings of the Stockholders and the Board of Directors and shall perform such other duties as may be prescribed by the Board of Directors or President, under whose supervision the Secretary shall be. The Secretary shall keep in safe custody the seal of the Corporation and, when authorized by the Board of Directors or by the President, affix the same to any instrument requiring it, and, when so affixed, it shall be attested by the Secretary's signature or by the signature of the Treasurer or an assistant secretary. The Secretary shall keep a register of the post office address of each Stockholder which shall be furnished to the Secretary by each Stockholder and have general charge of the stock transfer books of the Corporation.

3.7. The Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all money and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the President or the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President or the Board of Directors upon request an account of all the Treasurer's transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors, for the faithful performance of the duties in the office and for the restoration to the Corporation, in case of the Treasurers' death, resignation, retirement, or removal from office, of all books, papers, vouchers, money, and other property of whatever kind in the possession or under the control of the Treasurer belonging to the Corporation.

4. INDEMNIFICATION

4.1. Definitions. As used in this Article 4, any word or words that are defined in Section 2-418 of the Corporations and Associations Article of the Annotated Code of Maryland, as amended from time to time, (the "Indemnification Section") shall have the same meaning as provided in the Indemnification Section.

4.2. Indemnification of Officers. The Corporation shall indemnify and advance expenses to an officer of the Corporation in connection with a proceeding to the fullest extent permitted by and in accordance with the Indemnification Section.

4.3. Indemnification of Employees and Agents. With respect to an employee or agent, other than an officer, of the Corporation, the Corporation may, as determined by the Board of Directors of the Corporation, indemnify and advance expenses to such employee or agent in connection with a proceeding to the extent permitted by and in accordance with the Indemnification Section.

5. CAPITAL STOCK

5.1. Issuance of Certificates of Stock. The certificates for shares of the stock of the Corporation shall be of such form not inconsistent with the Articles of Incorporation or its amendments. All certificates shall be signed by the President or by the Vice-President and counter-signed by the Secretary or by an Assistant Secretary. All certificates for each class of stock shall be consecutively numbered. The name of the person owning the shares issued and the address of the holder, shall be entered in the Corporation's books. All certificates surrendered to the Corporation for transfer shall be cancelled and no new certificates representing the same number of shares shall be issued until the former certificate or certificates for the same number of shares shall have been so surrendered and cancelled, unless a certificate of stock be lost or destroyed, in which event another may be issued in its stead upon proof of such loss or destruction and unless waived by the President, the giving of a satisfactory bond of indemnity not exceeding an amount double the value of the stock. Both such proof and such bond shall be in a form approved by the general counsel of the Corporation, the Transfer Agent of the Corporation, and by the Registrar of the stock.

5.2. Transfer of Shares. Shares of the capital stock of the Corporation shall be transferred on the books of the Corporation only by the holder thereof in person or by his or her attorney upon surrender and cancellation of certificates for a like number of shares as hereinbefore provided.

5.3. Registered Stockholders. The Corporation shall be entitled to treat the holder of record of any share or shares of stock as the holder in fact thereof and accordingly shall not be bound to recognize any equitable or other claim to or interest in such share or shares in the name of any other person, whether or not it shall have express or other notice thereof, save as expressly provided by the laws of Maryland.

5.4. Closing Transfer Books. The Board of Directors may fix the time, not exceeding ten days preceding the date of any meeting of Stockholders or any dividend payment date or any date for the allotment of rights, during which time the books of the Corporation shall be closed against transfers of stock, or, in lieu thereof, the Directors may fix a date not exceeding ten days preceding the date of any meeting of Stockholders or any dividend payment date or any date for the allotment of rights, as a record date for the determination of the Stockholders entitled to notice of and to vote at such meeting or to receive such dividends or rights as the case may be; and only Stockholders of record on such date shall be entitled to notice of and to vote at such meeting or to receive such dividends or rights as the case may be.

6. BANK ACCOUNTS AND LOANS

6.1. Bank Accounts. Such officers or agents of the Corporation as from time to time shall be designated by the Board of Directors shall have authority to deposit any funds of the Corporation in such banks or trust companies as shall from time to time be designated by the Board of Directors and such officers or agents as from time to time shall be authorized by the Directors may withdraw any or all of the funds of the Corporation so deposited in any bank or trust company, upon checks, drafts or other instruments or orders for the payment of money, drawn against the account or in the name or on behalf of this Corporation, and made or signed by such officers or agents; and each bank or trust company with which funds of the Corporation are so deposited is authorized to accept, honor, cash or pay, without limit as to amount, all checks, drafts or other instruments or orders for the payment of money, when drawn, made or signed by officers or agents so designated by the Board of Directors until written notice of the revocation of the authority of such officers or agents by the Board of Directors shall have been received by such bank or trust company, There shall from time to time be certified to the banks or trust companies in which funds of the Corporation are deposited, the signature of the officers or agents of the Corporation so authorized to draw against the same. In the event that the Board of Directors shall fail to designate the persons by whom checks, drafts and other instruments or orders for the payment of money shall be signed, as hereinabove provided in this Section, all of such checks, drafts, and other instructions or orders for the payment of money shall be signed by the President or a Vice-President and countersigned by the Secretary or Treasurer or an Assistant Secretary or an Assistant Treasurer of the Corporation.

6.2. Loans. The President of the Corporation shall have authority to effect loans, advances, or other forms of credit at any time or times for the Corporation from such banks, trust companies, institutions, corporations, firms, or persons and as security for the repayment of such loans, advances, or other forms of credit to assign, transfer, endorse, and deliver, either originally or in addition or substitution, any or all stocks, bonds, rights, and interests of any kind in or to stocks or bonds, certificates of such rights or interests, deposits, accounts, documents covering merchandise, bills and accounts receivable, and other commercial paper and evidence of debt at any time held by the Corporation; and for such loans, advances or other forms of credit to make, execute, and deliver one or more notes, acceptances, or written obligations of the Corporation on such terms, and with such provisions as to the security or sale or disposition thereof as such officers or agents shall deem proper; and also to sell to, or discount or rediscount with, such banks, trust companies, institutions, corporations, firms, or persons any and all commercial paper, bills receivable, acceptances, and other instruments and evidences of debt at any time held by the Corporation, and to that end to endorse, transfer, and deliver the same.

7. GENERAL PROVISIONS

7.1. Fiscal Year. The fiscal year of the Corporation shall be determined by the President through the President's instructions or actions.

7.2. Corporate Seal. In the event that the President shall direct the Secretary to obtain a corporation seal, the corporate shall be circular in form and shall have inscribed thereon the name of the Corporation, the year of its organization and the word "Maryland."

7.3. Stock Ledger. The Corporation shall maintain a stock ledger containing the names and addresses of all its Stockholders and the number of shares of each class of stock held by each Stockholder.

7.4. Books and Records. The Corporation shall keep correct and complete books and records of accounts and of its transactions and minutes of the proceedings of its Stockholders or Committees, if any.

8. AMENDMENTS

8.1. Manner of Amending. The Board of Directors shall have the power and authority to amend, alter, or repeal these Bylaws or any provision thereof, and may from time to time make additional Bylaws.

9. CONFLICTS

9.1. Articles Prevail. In the event of any conflict between the Articles of Incorporation, as duly amended, and these Bylaws, as duly amended, the Articles of Incorporation shall prevail, and shall be deemed to be adopted herein by reference.

9.2. Stockholders' Agreement Prevails. In the event all of the Stockholders shall enter into a Stockholders' Agreement, such Agreement shall prevail over any conflicting provisions of the Articles of Incorporation, these Bylaws, and the Maryland General Corporation Law or other law, except as not allowed by law.

June 3, 2008	/s/ Shannon Shapiro
Date	Shannon Shapiro, Secretary

[SEAL]

STATE OF COLORADO

DEPARTMENT OF STATE

CERTIFICATE

I, SCOTT GESSLER, SECRETARY OF STATE OF THE STATE OF COLORADO HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THIS OFFICE, THE ATTACHED IS A FULL, TRUE AND COMPLETE COPY OF THE ARTICLES OF INCORPORATION AND ALL AMENDMENTS THERETO OF

MISTER MONEY – RM, INC.
(COLORADO CORPORATION)

AS FILED IN THIS OFFICE AND ADMITTED TO RECORD.

Dated: March 17, 2014

/s/ Scott Gessler

SECRETARY OF STATE

E-Filed

Colorado Secretary of State
Date and Time: 03/15/2011 02:47 PM
ID Number: 20111157986

Document must be filed electronically.
Paper documents will not be accepted.
Document processing fee $50.00
Fees & forms/cover sheets are subject to change.
To access other information or print copies of filed documents, visit www.sos.state.co.us and select Business Center.

Document number: 20111157986
Amount Paid: $50.00

ABOVE SPACE FOR OFFICE USE ONLY

Articles of Incorporation for a Profit Corporation
filed pursuant to § 7-102-101 and § 7-102-102 of the Colorado Revised Statutes (C.R.S.)

1. The domestic entity name for the corporation is

Mister Money — RM, Inc. .

(The name of a corporation must contain the term or abbreviation "corporation", "incorporated", "company", "limited", "corp.", inc.", "co." or "ltd.". See §7-90-601, C.R.S. If the corporation is a professional or special purpose corporation, other law may apply.)

*(**Caution:** The use of certain terms or abbreviations are restricted by law. Read instructions for more information.)*

2. The principal office address of the corporation's initial principal office is

Street address

2057 Vermont Drive
(Street number and name)

Fort Collins | CO | 80525
(City) | *(State)* | *(ZIP/Postal Code)*

(Province – if applicable) | United States
(Country)

Mailing address
(**leave blank** if same as street address)

(Street number and name or Post Office Box information)

(City) | *(State)* | *(ZIP/Postal Code)*

(Province – if applicable) | *(Country)* .

3. The registered agent name and registered agent address of the corporation's initial registered agent are

Name
(if an individual)

Sawyer | Kathryn | C. |
(Last) | *(First)* | *(Middle)* | *(Suffix)*

OR

(if an entity)

*(**Caution**: Do not provide both an individual and an entity name.)*

Street address

2057 Vermont Drive
(Street number and name)

Fort Collins | CO | 80525
(City) | *(State)* | *(ZIP/Postal Code)*

Mailing address
(leave blank if same as street address)

(Street number and name or Post Office Box information)

(City)	CO *(State)*	*(ZIP/Postal Code)*

(The following statement is adopted by marking the box.)

☑ The person appointed as registered agent above has consented to being so appointed.

4. The true name and mailing address of the incorporator are

Name (if an individual)

(Last)	*(First)*	*(Middle)*	*(Suffix)*
Will	Ralph	D.	

OR

(if an entity)

*(**Caution**: Do not provide both an individual and an entity name.)*

Mailing address: 2057 Vermont Drive
(Street number and name or Post Office Box information)

(City)	*(State)*	*(ZIP/Postal Code)*
Fort Collins	CO	80525

(Province – if applicable)	*(Country)*
	United States

(If the following statement applies, adopt the statement by marking the box and include an attachment.)

☐ The corporation has one or more additional incorporators and the name and mailing address of each additional incorporator are stated in an attachment.

5. The classes of shares and number of shares of each class that the corporation is authorized to issue are as follows.

(If the following statement applies, adopt the statement by marking the box and enter the number of shares.)

☑ The corporation is authorized to issue 10,000,000 common shares that shall have unlimited voting rights and are entitled to receive the net assets of the corporation upon dissolution.

(If the following statement applies, adopt the statement by marking the box and include an attachment.)

☑ Additional information regarding shares as required by section 7-106-101, C.R.S., is included in an attachment.

*(**Caution:** At least one box must be marked. Both boxes may be marked, if applicable.)*

6. *(If the following statement applies, adopt the statement by marking the box and include an attachment.)*

☑ This document contains additional information as provided by law.

7. *(**Caution:** Leave blank if the document does not have a delayed effective date. Stating a delayed effective date has significant legal consequences. Read instructions before entering a date.)*

(If the following statement applies, adopt the statement by entering a date and, if applicable, time using the required format.)

The delayed effective date and, if applicable, time of this document is/are _____.
(mm/dd/yyyy hour:minute am/pm)

Notice:

Causing this document to be delivered to the Secretary of State for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S., the constituent documents, and the organic statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the Secretary of State, whether or not such individual is named in the document as one who has caused it to be delivered.

8. The true name and mailing address of the individual causing the document to be delivered for filing are

Wolfe	Kenneth	C.	
(Last)	*(First)*	*(Middle)*	*(Suffix)*

1008 Centre Avenue
(Street number and name or Post Office Box information)

Fort Collins	CO	80526
(City)	*(State)*	*(ZIP/Postal Code)*
	United States .	
(Province – if applicable)	*(Country)*	

(If the following statement applies, adopt the statement by marking the box and include an attachment.)

☐ This document contains the true name and mailing address of one or more additional individuals causing the document to be delivered for filing.

Disclaimer:

This form/cover sheet, and any related instructions, are not intended to provide legal, business or tax advice, and are furnished without representation or warranty. While this form/cover sheet is believed to satisfy minimum legal requirements as of its revision date, compliance with applicable law, as the same may be amended from time to time, remains the responsibility of the user of this form/cover sheet. Questions should be addressed to the user's legal, business or tax advisor(s).

ATTACHMENT TO
ARTICLES OF INCORPORATION
OF
Mister Money – RM, Inc.

The following attachments are made a part of and are incorporated by this reference in the Articles of Incorporation of Mister Money – RM, Inc., a Colorado corporation (the "Corporation").

The Articles of Incorporation of the Corporation include the following additional information:

Right to Fix Consideration for Shares. The directors of the Corporation shall fix and determine the consideration to be received for shares of the Corporation.

Restrictions on Transfer. The Board of Directors is authorized to impose any restriction on the sale, pledge, transfer or other disposition of shares of the Corporation by the shareholders which, in the Board of Directors' sole discretion, is necessary or desirable for the Corporation, including, but not limited to, those restrictions necessary to enable the Corporation to comply with state or federal securities laws.

Voting for Directors. Cumulative voting shall not be allowed in the election of directors of this Corporation.

Action Without a Meeting. Any action required or permitted by articles of the Colorado Business Corporation Act may be taken without a meeting if shareholders holding shares having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all of the shares entitled to vote thereon were present and voted consent to such action in writing.

Exhibit 3.26

MISTER MONEY - RM, INC.

BYLAWS

I.

Offices

SECTION 1. Registered Office. The registered office of the Corporation in the State of Colorado is located at 2057 Vermont Drive, Fort Collins, County of Larimer, or such other address as the Board of Directors may from time to time designate.

SECTION 2. Principal Office. The principal office of the Corporation will be located at 2057 Vermont Drive, Fort Collins, Colorado or at such other place as the Board of Directors may from time to time determine.

SECTION 3. Other Offices. The Corporation may also have offices at such other places as the Board of Directors may from time to time determine or the business of the Corporation may require.

II.

Meetings of Stockholders

SECTION 1. Place of Meetings. All meetings of stockholders will be held at the principal office of the Corporation, or at such other place as will be determined by the Board of Directors and specified in the notice of the meeting.

SECTION 2. Annual Meeting. The annual meeting of stockholders will be held at such date and time as will be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meeting the stockholders will elect a Board of Directors and transact such other business as may properly be brought before the meeting of stockholders.

The Board of Directors may postpone the time of holding the annual meeting of stockholders for such period not exceeding ninety (90) days, as they may deem advisable. Failure to hold the annual meeting at the designated time shall not work a dissolution of the Corporation nor impair the powers, rights and duties of the Corporation’s officers and Directors. At annual meetings, the stockholders shall elect Directors and transact such other business as may properly be brought before the meeting. If the election of Directors shall not be held on the day designated herein for any annual meeting of the stockholders or at any adjournment thereof, the Board of Directors shall cause the election to be held at a special meeting of the stockholders as soon thereafter as is convenient.

SECTION 3. Notice of Annual Meeting. Written or printed notice of the annual meeting, stating the place, day, and hour thereof, will be delivered personally to each stockholder at his residence or usual place of business or mailed to each stockholder entitled to vote at such

address as appears on the books of the Corporation, not less than ten (10) nor more than sixty (60) days before the date of the meeting. Waiver by a stockholder (or his duly authorized attorney) in writing of notice of a stockholders' meeting, signed by the stockholder, whether before or after the time of such meeting, shall be equivalent to the giving of such notice. Attendance by a stockholder, whether in person or by proxy, at a stockholders' meeting shall constitute a waiver of notice of such meeting of which the stockholder has had no notice.

SECTION 4. Special Meeting. Special meetings of stockholders, for any purpose or purposes, unless otherwise prescribed by statute, may be called by the Chief Executive Officer or the Board of Directors, and will be called by the Chief Executive Officer or Secretary at the request in writing of the stockholders owning ten percent (10%) of the outstanding shares of capital stock of the Corporation entitled to vote at such meeting. Such request will state the purpose(s) of the proposed meeting, and any purpose so stated will be conclusively deemed to be a "proper" purpose.

SECTION 5. Notice of Special Meeting. Written or printed notice of a special meeting stating the place, day, hour and purpose(s) thereof, will be personally delivered to each stockholder at his residence or usual place of business or mailed to each stockholder entitled to vote at such address as appears on the books of the Corporation, not less than ten (10) nor more than sixty (60) days before the date of the meeting.

SECTION 6. Adjournment. At any meeting of stockholders of the Corporation, if less than a quorum be present, a majority of the stockholders entitled to vote, present in person or by proxy, shall have the power to adjourn the meeting from time to time without notice other than announcement at the meeting until a quorum shall be present. Any business may be transacted at the adjourned meeting which might have been transacted at the meeting originally noticed. If the adjournment is for more than thirty days, or if after the adjournment a new record date, as provided for in Section 5 of Article V of these Bylaws, is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting.

SECTION 7. Fixing of Date for Determination of Stockholders of Record. The Board of Directors may, by resolution, fix in advance a date as the record date for the purpose of determining stockholders entitled to notice of, or to vote at, any meeting of stockholders or any adjournment thereof, or stockholders entitled to receive payment of any dividend or the allotment of any rights, or in order to make a determination of stockholders for any other purposes (other than determining stockholders entitled to consent to action by stockholders proposed to be taken without a meeting of stockholders). Such date, in any case, shall not be more than sixty (60) days and not less than ten (10) days prior to the date on which the particular action requiring such determination of stockholders is to be taken. If no record date is fixed for the determination of stockholders entitled to notice of or to vote at a meeting of stockholders, or stockholders entitled to receive payment of a dividend, such date shall be at the close of business on the day on which notice of the meeting is mailed or the date on which the resolution of the Board of Directors declaring such dividend is adopted, as the case may be, and shall be the record date for such determination of stockholders. When a determination of stockholders entitled to vote at any meeting of stockholders has been made as provided in this section, such determination shall apply to any adjournment thereof except where the determination has been made through the closing of the stock transfer records and the stated period of closing has expired.

SECTION 8. Stockholder List. At least ten (10) days before each meeting of stockholders, a complete list of stockholders entitled to vote at each such meeting or in any adjournment thereof, arranged in alphabetical order, with the address of and the number of shares held by each, will be prepared by the Secretary or the officer or agent having charge of the stock transfer ledger of the Corporation. Such list will be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours for such ten (10) day period either at a place within the city where the meeting is to be held, or, if not so specified, the place where the meeting is to be held. Such list will also be produced and kept open at the time and place of the meeting. The stock ledger shall be the only evidence as to who are the stockholders entitled to vote in person or by proxy at any meeting of stockholders.

SECTION 9. Quorum. The holders of a majority of the shares of capital stock issued and outstanding and entitled to vote, represented in person or by proxy, will constitute a quorum at all meetings of the stockholders for the transaction of business. The stockholders present may adjourn the meeting despite the absence of a quorum. When a meeting is adjourned for less than thirty (30) days in any one adjournment, it will not be necessary to give any notice of the adjourned meeting if the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken, and at the adjourned meeting any business may be transacted which might have been transacted on the original date of the meeting. When a meeting is adjourned for thirty (30) days or more, notices of the adjourned meeting will be given as in the case of an original meeting. The vote of the holders of a majority of the shares entitled to vote and thus represented at a meeting at which a quorum is present shall be the act of the stockholders' meeting unless the vote of a greater number is required by law, the Certificate of Incorporation or these Bylaws, in which case the vote of such greater number shall be requisite to constitute the act of the meeting. The stockholders present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough stockholders to leave less than a quorum.

SECTION 10. Proxies and Voting. Stockholders entitled to vote shall have the number of votes specified in the Certificate of incorporation for each share of stock owned by them and a proportionate vote for a fractional share. Stockholders may vote in person or by written proxy dated not more than six months before the meeting named therein. Proxies shall be filed with the secretary of the meeting, or of any adjournment thereof, before being voted. Except as otherwise limited therein, proxies shall entitle the person named therein to vote at any meeting or adjournment of such meeting but shall not be valid after final adjournment of such meeting. A proxy with respect to stock held in the name of two or more persons shall be valid if executed by any one of them unless at or prior to its exercise the Corporation receives a specific written notice to the contrary from any one of them. A proxy purporting to be executed by or on behalf of a stockholder shall be deemed valid unless challenged at or prior to its exercise, and the burden of proving invalidity shall rest on the challenger.

When a quorum is present at any meeting, the holders of a majority of the stock represented and entitled to vote on any question (or if there are two or more classes of stock entitled to vote as separate classes, then in the case of each such class, the holders of a majority of the stock of that class represented and entitled to vote on any question) other than an election by stockholders shall, except where a larger vote is required by law, by the articles of organization or by these bylaws, decide any question brought before such meeting. Any election by stockholders shall be determined by a plurality of the votes cast.

SECTION 11. Consent of Stockholders in Lieu of Meeting. Any action which may be taken at a special or annual meeting of the stockholders may be taken without a meeting, without prior notice, and without a vote if a consent in writing, setting forth the action so taken, will be signed by all of the holders of outstanding shares having not less than the minimum number of votes which would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent will be given to those stockholders who have not consented in writing.

SECTION 12. Presiding Officer and Conduct of Meetings. The Chairman of the Board of Directors shall preside at all meetings of the stockholders and shall automatically serve as Chairman of such meetings. In the absence of the Chairman of the Board of Directors, or if the Directors neglect or fail to elect a Chairman, then the President of the Corporation shall preside at the meetings of the stockholders and shall automatically be the Chairman of such meeting, unless and until a different person is elected by a majority of the shares entitled to vote at such meeting. The Secretary of the Corporation shall act as Secretary at all meetings of the stockholders. In the absence or disability of the Secretary, the Chairman of the Board of Directors, the Chief Executive Officer, or the President shall appoint a person to act as Secretary at such meetings.

SECTION 13. Inspectors. The Board of Directors may, in advance of any meeting of stockholders, appoint one or more inspectors to act at such meeting or any adjournment thereof. If any of the inspectors so appointed shall fail to appear or act, the chairman of the meeting may, or if inspectors shall not have been appointed, the Chairman of the meeting shall, appoint one or more inspectors. Each inspector, before entering upon the discharge of his duties, shall take and sign an oath faithfully to execute the duties of inspector at such meeting with strict impartiality and according to the best of his ability. The inspectors shall determine the number of shares of capital stock of the Corporation outstanding and the voting power of each, the number of shares represented at the meeting, the existence of a quorum, the validity and effect of proxies, and shall receive votes, ballots or consents, hear and determine all challenges and questions arising in connection with the right to vote, count and tabulate all votes, ballots or consents, determine the results, and do such acts as are proper to conduct the election or vote with fairness to all stockholders. On request of the chairman of the meeting, the inspectors shall make a report in writing of any challenge, request or matter determined by them and shall execute a certificate of any fact found by them. No directors or candidate for the office of director shall act as an inspector of an election of directors.

III.

Board of Directors

SECTION 1. Number of Directors. The number of Directors comprising the full Board of Directors shall be at least three and not more than seven.

SECTION 2. Election and Term. Except as provided in Section C of this Article, Directors will be elected at the annual meeting of the stockholders, and each Director will be elected to serve until the next annual meeting or until his successor will have been elected and qualified, unless sooner removed in accordance with these Bylaws or until the Corporation has received a written resignation from a Director. Directors need not be stockholders of the Corporation.

SECTION 3. Vacancies and Newly Created Directorships. Vacancies and newly created directorships resulting from any increase in the authorized number of Directors may be filled by a majority of the Directors, although less than a quorum, and the Directors so elected shall hold office for the unexpired term of their predecessor in office until the next annual meeting and until their successors are elected and have qualified. Vacancies created by the removal of Directors by the owners of a majority of the outstanding shares of capital stock will be filled by the owners of the majority of the outstanding shares of capital stock. A vacancy shall be deemed to exist by reason of the death, resignation, or upon the failure of stockholders to elect Directors to fill the unexpired terms of any Directors removed in accordance with the provisions of these Bylaws.

SECTION 4. Resignation; Removal. Any Director may resign at any time by giving written notice thereof to the Board of Directors. Any such resignation will take effect as of its date unless some other date is specified therein, in which event it will be effective as of that date. The acceptance of such resignation will not be necessary to make it effective. The Board of Directors may, by majority vote of the Directors then in office, remove a Director for cause. The owners of a majority of the outstanding shares of capital stock may remove any Director or the entire Board of Directors, with or without cause, either by a vote at a special meeting or annual meeting, or by written consent.

SECTION 5. Compensation. The Board of Directors shall have the authority to fix the compensation of directors for their services. A director may also serve the Corporation in other capacities and receive compensation therefor.

IV.

Meetings of the Board

SECTION 1. Regular Meetings. The Board of Directors will meet each year immediately following the annual meeting of the stockholders to appoint the members of such committees of the Board of Directors as the Board may deem necessary or advisable, to elect officers for the ensuing year, and to transact such other business as may properly come before the Board of Directors at such meeting. No notice of such meeting will be necessary to the newly elected Directors in order legally to constitute the meeting provided a quorum will be present. Regular meetings may be held at such other times as shall be designated by the Board of Directors without notice to the Directors.

SECTION 2. Special Meetings. Special meetings of the Board of Directors will be held whenever called by the Chairman of the Board, Chief Executive Officer, chairman of the Executive Committee or by two or more Directors. Notice of each meeting will be given at least three (3) days prior to the date of the meeting either personally or by telephone or telegraph to each Director, and will state the purpose, place, day and hour of the meeting. Waiver by a Director in writing of notice of a Directors meeting, signed by the Director, whether before or after the time of said meeting, shall be equivalent to the giving of such notice. Attendance by a Director, whether in person or by proxy, at a Directors' meeting shall constitute a waiver of notice of such meeting of which the Director had no notice.

SECTION 3. Quorum and Voting. At all meetings of the Board of Directors (except in the case of a meeting convened for the purpose specified in Article III, Section C of these Bylaws) a majority of the number of the Directors will be necessary and sufficient to constitute a quorum for the transaction of business and the act of a majority of the Directors present at any meeting at which there is a quorum will be the act of the Board of Directors. If a quorum will not be present at any such meeting of Directors, the Directors present may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum will be present.

SECTION 4. Telephone Meetings. Subject to the provisions of applicable law and these Bylaws regarding notice of meetings, the Directors may participate in and hold a meeting using conference telephone or similar communications equipment by means of which all persons participating in a meeting can hear each other, and participation in a meeting pursuant to this Section shall constitute presence in person at such meeting. A Director so attending will be deemed present at the meeting for all purposes including the determination of whether a quorum is present except when a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground the meeting was not lawfully called or convened.

SECTION 5. Action by Written Consent. Any action required or permitted to be taken at a meeting of the Board of Directors may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by all the members of the Board.

SECTION 6. Attendance Fees. Directors will not receive any stated salary, as such, for their services, but by resolution of the Board of Directors a fixed sum and expenses of attendance may be allowed for attendance at each regular or special meeting of the Board; however, this provision will not preclude any Director from serving the Corporation in any other capacity and receiving compensation therefor.

SECTION 7. Interest of Directors in Contracts. Any contract or other transaction between the Corporation and one (1) or more of its Directors, or between the Corporation and any firm of which one or more of its Directors are members or employees, or in which they are interested, or between the Corporation and any corporation or association of which one or more

of its Directors are shareholders, members, directors, officers or employees, or in which they are interested, shall be valid for all purposes, notwithstanding the presence of such Director or Directors at the meeting of the Board of Directors of the Corporation, which acts upon, or in reference to, such contract or transaction, and notwithstanding their participation in such action, if the fact of such interest shall be disclosed or known to the Board of Directors and the Board of Directors shall, nevertheless, authorize, approve, and ratify such contract or transaction by a vote of a majority of the Directors present, such interested Director or Directors to be counted in determining whether a quorum is present, but not to be counted in calculating the majority of such quorum necessary to carry such vote. This Section shall not be construed to invalidate any contract or other transaction which would otherwise be valid under the common and statutory law applicable thereto.

V.

Committees

SECTION 1. Executive Committee. The Board of Directors by resolution may designate one or more Directors to constitute an Executive Committee, which committee, to the extent provided in such resolution, will have and may exercise all of the powers and authority of the Board of Directors in the management of the business and affairs of the Company, except where action of the Board of Directors is required by statute. Unless expressly authorized by resolution of the Board of Directors, no committee shall have the power or authority to (1) amend the Certificate of Incorporation, (2) adopt an agreement of merger or consolidation, (3) recommend to the shareholders the sale, lease or exchange of all or substantially all of the Company's property and assets, (4) recommend to the stockholders a dissolution of the Company or a revocation of a dissolution, or (5) amend the Bylaws of the Company.

SECTION 2. Other Committees. The Board of Directors may by resolution create other committees for such terms and with such powers and duties as the Board shall deem appropriate.

SECTION 3. Organization of Committees. The chairman of each committee of the Board of Directors will be chosen by the members thereof. Each committee will elect a Secretary, who will be either a member of the committee or the secretary of the Corporation. The chairman of each committee will preside at all meetings of such committee.

SECTION 4. Meetings. Regular meetings of each committee may be held without the giving of notice if a day of the week, a time, and a place will have been established by the committee for such meetings. Special meetings (and, if the requirements of the preceding sentence have not been met, regular meetings) will be called in the manner provided as respect to notices of special meetings of the Board of Directors.

SECTION 5. Quorum and Manner of Acting. A majority of the members of each committee must be present, either in person or by telephone, radio, television, or similar means of communication, at each meeting of such committee in order to constitute a quorum for the transaction of business. The act of a majority of the members so present at a meeting at which a quorum is present will be the act of such committee. The members of each committee will act only as a committee, and will have no power or authority, as such, by virtue of their membership on the committee.

SECTION 6. Action by Written Consent. Any action required or permitted to be taken by any committee may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by all the members of the committee.

SECTION 7. Record of Committee Action; Reports. Each committee will maintain a record, which need not be in the form of complete minutes, of the action taken by it at each meeting, which record will include the date, time, and place of the meeting, the names of the members present and absent, the action considered, and the number of votes cast for and against the adoption of the action considered. All action by each committee will be reported to the Board of Directors at its meeting next succeeding such action, such report to be in sufficient detail as to enable the Board to be informed of the conduct of the Company's business and affairs since the last meeting of the Board.

SECTION 8. Removal. Any member of any committee may be removed from such committee, either with or without cause, at any time, by resolution adopted by a majority of the whole Board of Directors at any meeting of the board.

SECTION 9. Vacancies. Any vacancy in any committee will be filled by the Board of Directors in the manner prescribed by these Bylaws for the original appointment of the members of such committee.

VI.

Officers

SECTION 1. Appointment and Term of Office. The officers of the Company may consist of a Co-President and Chief Financial Officer, a Co-President and Chief Operating Officer, a Secretary and a Treasurer, and there may be one or more Vice Presidents, one or more Assistant Secretaries, one or more Assistant Treasurers, and such other officers as may be appointed by the Board. One of the Directors may also be chosen Chairman of the Board. Each of such officers will be chosen annually by the Board of Directors at its regular meeting immediately following the annual meeting of stockholders and, subject to any earlier resignation or removal, will hold office until the next annual meeting of stockholders or until his earlier death, resignation, retirement, disqualification, or removal from office and until his successor shall have been duly elected and qualified. Two or more offices may be held by the same person.

SECTION 2. Removal. Any officer or agent elected or appointed by the Board of Directors may be removed by the Board of Directors, with or without cause, whenever in its judgment the best interests of the Corporation will be served thereby, but such removal will be without prejudice to the contract rights, if any, of the person so removed. Election or appointment of an officer or agent will not of itself create contract rights.

SECTION 3. Vacancies. Whenever any vacancy shall occur in any office of any officer by death, resignation, increase in the number of officers of the Corporation, or otherwise, the same shall be filled by vote of a majority of the Directors for the unexpired portion of the term.

SECTION 4. Compensation. The compensation of all officers of the Corporation shall be determined by the Board of Directors and may be altered by the Board from time to time, except as otherwise provided by contract, and no officer shall be prevented from receiving such compensation by reason of the fact such officer is also a Director of the Corporation. All officers shall be entitled to be paid or reimbursed for all costs and expenditures incurred in the Corporation's business.

SECTION 5. Powers and Duties. The powers and duties of the officers will be those usually pertaining to their respective offices, subject to the general direction and supervision of the Board of Directors. Such powers and duties will include the following:

a. Chairman of the Board. The Chairman of the Board shall be selected among the members of the Board of Directors and will preside when present at all meetings of the Board of Directors and of the stockholders. The Chairman of the Board shall be available to consult with and advise the officers of the Corporation with respect to the conduct of the business and affairs of the Corporation and shall have such other powers and duties as designated in accordance with these Bylaws and as from time to time may be assigned by the Board of Directors. The Chairman of the Board shall be the highest officer of the Corporation and, subject to the control of the Board of Directors, shall in general supervise and control all business and affairs of the Corporation.

b. President. One Co-President shall be the Chief Executive Officer of the Corporation unless otherwise designated by the Board of Directors and the other Co-President shall be Chief Operating Officer. The President will be responsible for general supervision of the affairs, properties, and operations of the Corporation, and over its several officers and be the Corporation's general manager responsible for the management and control in the ordinary course of the business of the Corporation. Either President may execute and deliver in the name and on behalf of the Corporation, deeds, mortgages, leases, assignments, bonds, notes, bills of sale, assignments, releases, receipts, contracts or other instruments of any kind or character authorized by the Board of Directors. Unless otherwise directed by the Board, a President shall attend in person or by substitute or by proxy and act and vote on behalf of the Corporation at all meetings of the stockholders of any corporation in which the Corporation holds stock. Either President may appoint or employ and discharge employees and agents of the Corporation and fix their compensation.

c. Vice Presidents. Each Vice President will perform the duties prescribed or delegated by the President or by the Board of Directors, and at the request of the President, will perform as well the duties of the President's office.

d. Secretary. The Secretary will give notice to and attend all meetings and keep the minutes of all of the proceedings at all meetings of the Board of Directors and all meetings of the stockholders and will be the custodian of all corporate records and of the seal of the Corporation. The Secretary will see that all notices required to be given to the stockholders and to the Board of Directors are duly given in accordance with these Bylaws or as required by law. It shall also be the duty of the Secretary to attest, by personal signature and the seal of the Corporation, all stock certificates issued by the Corporation and to keep a stock ledger in which shall be correctly recorded all transactions pertaining to the capital stock of the Corporation. The Secretary shall also attest, by personal signature and the seal of the Corporation, all deeds, conveyances, or other instruments requiring the seal of the Corporation. The person holding the office of Secretary shall also perform, under the direction and subject to the control of the President and the Board of Directors, such other duties as may be assigned to such officer. Unless a transfer agent is appointed, the Secretary shall also keep or cause to be kept at any such office the stock and transfer records, which shall contain the names of all stockholders and the record address and the amount of stock held by each, for inspection by stockholders. Any such inspection by a stockholder of the articles of organization, bylaws, records of meetings of the incorporators or stockholders, or the stock and transfer records must be at a reasonable time and for a proper purpose, but not to secure a list of stockholders for the purpose of selling said list or copies thereof or of using the same for a purpose other than in the interest of the applicant, as a stockholder, relative to the affairs of the Corporation.

Said copies and records need not all be kept in the same office.

Any Assistant Secretary shall have the powers and perform the duties of the Secretary in his absence or in case of his inability to act and shall have such other powers and duties as the directors may from time to time prescribe. If neither the Secretary nor any Assistant Secretary is present at any meeting of the stockholders, a temporary Secretary to be designated by the person presiding at the meeting shall perform the duties of the Secretary.

In the absence of the appointment of a Treasurer for the Corporation, the Secretary shall perform the duties of the Treasurer.

e. Treasurer. The Treasurer will be the principal accounting and financial officer of the Corporation and will have active control of and shall be responsible for all matters pertaining to the accounts and finances of the Corporation. The Treasurer will have charge of the corporate funds and securities and will keep a record of the property and indebtedness of the Corporation. If required by the Board of Directors, the Treasurer will give bond for the faithful discharge of duties in such sum and with such surety or sureties as the Board may require. The Treasurer shall keep such monies and securities of the Corporation as may be entrusted to his keeping and account for the same. The Treasurer shall

be prepared at all times to give information as to the condition of the Corporation and shall make a detailed annual report of the entire business and financial condition of the Corporation. The person holding the office of Treasurer shall also perform, under the direction and subject to the control of the President and the Board of Directors, such other duties as may be assigned by either of such officers. The duties of the Treasurer may also be performed by any Assistant Treasurer.

f. Other Officers. The Board of Directors may appoint such other officers, agents, or employees as it may deem necessary for the conduct of the business of the Corporation. In addition, the Board may authorize the President or some other officers to appoint such agents or employees as they deem necessary for the conduct of the business of the Corporation.

SECTION 6. Resignations. Any officer may resign at any time by giving written notice thereof to the Board of Directors. Any such resignation will take effect as of its date unless some other date is specified therein, in which event it will be effective as of that date. The acceptance of such resignation will not be necessary to make it effective.

VII.

Shares of Stock and Their Transfer; Books

SECTION 1. Forms of Certificates. Shares of the capital stock of the Corporation will be represented by certificates in such form, not inconsistent with law or with the Certificate of Incorporation of the Company, as will be approved by the Board of Directors, and will be signed by the Chairman of the Board or President or a Vice President and the Secretary or an Assistant Secretary or the Treasurer or an Assistant Treasurer and sealed with the seal of the Company. Such seal may be facsimile, engraved, or printed. Where any such certificate is countersigned by a transfer agent or by a registrar, the signature of such Chairman of the Board, President, Vice President, Secretary, Assistant Secretary, Treasurer or Assistant Treasurer upon such certificate may be facsimiles, engraved, or printed. Such certificates shall be delivered representing all shares to which stockholders are entitled.

SECTION 2. Issuance. Shares of stock with par value (both treasury and authorized but unissued) may be issued for such consideration (not less than par value) and to such persons as the Board of Directors may determine from time to time. Shares of stock without par value may be issued for such consideration as is determined from time to time by the Board of Directors. Shares may not be issued until the full amount of the consideration, fixed as provided by law, has been paid.

SECTION 3. Payment for Shares.

a. The consideration for the issuance of shares shall consist of cash, services rendered (including services actually performed for the Corporation), or real or personal property (tangible or intangible) or any combination thereof actually received. Neither promissory notes nor the promise of future services shall constitute payment for shares.

b. In the absence of actual fraud in the transaction, the judgment of the Board of Directors as to the value of consideration received shall be conclusive.

c. When consideration, fixed as provided by law, has been paid, the shares shall be deemed to have been issued and shall be considered fully paid and nonassessable.

d. The consideration received for shares shall be allocated by the Board of Directors, in accordance with law, between stated capital and capital surplus accounts.

SECTION 4. Transfer of Shares. Shares of stock of the Corporation will be transferred only on the stock books of the Corporation by the holder of record thereof in person, or by a duly authorized attorney, upon the endorsement and surrender of the certificate therefor.

SECTION 5. Stockholders of Record. Stockholders of record entitled to vote at any meeting of stockholders or entitled to receive payment of any dividend or to any allotment of rights or to exercise the rights in respect of any change or conversion or exchange of capital stock will be determined according to the Corporation's stock ledger and, if so determined by the Board of Directors in the manner provided by statute, will be such stockholders of record (a) at the date fixed for closing the stock transfer books, or (b) as of the date of record.

SECTION 6. Lost, Stolen, or Destroyed Certificates. The Board of Directors may direct the issuance of new or duplicate stock certificates in place of lost, stolen, or destroyed certificates, upon being furnished with evidence satisfactory to it of the loss, theft, or destruction and upon being furnished with indemnity satisfactory to it. The Board of Directors may delegate to any officer authority to administer the provisions of this Section.

SECTION 7. Closing of Stock Transfer Books. The Board of Directors will have power to close the stock transfer books of the Corporation for a period not exceeding sixty (60) days nor less than ten (10) days preceding the date of any meeting of stockholders, or the date for the payment of any dividend, or the date for the allotment of rights, or the date when change or conversion or exchange of capital stock will go into effect, or for a period not exceeding sixty (60) days nor less than ten (10) days in connection with obtaining the consent of stockholders for any purpose; or the Board may, in its discretion, fix a date, not more than sixty (60) days nor less than ten (10) days before any stockholders' meeting, or the date for the payment of any dividend, or the date for the allotment of rights, or the date when any change or conversion or exchange of capital stock will go into effect as a record date for the determination of the stockholders entitled to notice of, and to vote at, any such meeting and at any adjournment thereof, or entitled to receive payment of any such dividend, or to any such allotment of rights, or to exercise the rights in respect of such change, conversion, or exchange of capital stock, or to give such consent, and in such case such stockholders and only such stockholders as will be stockholders of record on the date so fixed will be entitled to notice of and to vote at such meeting and at any adjournment thereof, or to receive payment of such dividend, or to exercise rights, or to give such consent as the case may be, notwithstanding any transfer of any stock on the books of the Corporation after such record date fixed as aforesaid.

SECTION 8. Regulations. The Board of Directors may make such rules and regulations as it may deem expedient concerning the issuance, transfer, and registration of certificates of stock. The Board of Directors may appoint one or more transfer agents or registrars, or both, and may require all certificates of stock to bear the signature of either or both.

SECTION 9. Examination of Books by Stockholders. The original or duplicate stock ledger of the Corporation containing the names and addresses of the stockholders and the number of shares held by them and the other books and records of the Corporation will, at all times during the usual hours of business, be available for inspection at its principal office, and any stockholder, upon compliance with the conditions set forth in and to the extent authorized by the Colorado Business Corporation Act, will have the right to inspect such books and records.

VIII.

Insurance

By action of its Board of Directors, notwithstanding any interest of the Directors in the action, to the full extent permitted by the Business Corporation Act of the State of Colorado, the Corporation may purchase and maintain insurance, in such amounts and against such risks as the Board of Directors deems appropriate, on behalf of any person who is or was a Director, advisory Director, officer, employee, or agent of the Corporation, or of any entity a majority of the voting stock of which is owned by the Corporation, or who is or was serving at the request of the Corporation as a Director, advisory Director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against any liability asserted against such person and incurred by such person in any such capacity, or arising out of the status as such, whether or not the Corporation would have the power or would be required to indemnify such person against such liability under the provisions of this Article, or of the Corporation's Certificate of Incorporation or of the Business Corporation Act of the State of Colorado.

IX.

Miscellaneous

SECTION 1. Amendments. These Bylaws may be altered, amended or repealed or new Bylaws may be adopted at any regular meeting of the stockholders or at any special meeting of the stockholders at which a quorum is present or represented, provided notice of the proposed alteration or repeal be contained in the notice of such special meeting, by the affirmative vote of a majority of the shares entitled to vote at such meeting and present or represented, or by a majority vote of the Board of Directors at any regular meeting of the Board or at any special meeting of the Board if notice of proposed alteration or repeal be contained in the notice of such special meeting, except the Director shall not alter, amend, or repeal any bylaw, or enact any

bylaw in conflict with a bylaw, adopted by the stockholders after the original adoption of these Bylaws; provided, however, no change of the time or place of the meeting for the election of Directors shall be made within sixty (60) days next before the date on which such meeting is to be held, and in case of any change of said time or place, notice thereof shall be given to each stockholder in person or by letter mailed to the last known post office address for such person at least twenty (20) days before the meeting is held.

SECTION 2. Methods of Notice. Whenever any notice is required to be given in writing to any stockholder or Director pursuant to any statute, the Certificate of Incorporation, or these Bylaws, it will not be construed to require personal or actual notice, and such notice will be deemed for all purposes to have been sufficiently given at the time the same is deposited in the United States mail with postage thereon prepaid, addressed to the stockholder or Director at such address as appears on the books of the Corporation. Whenever any notice may be or is required to be given by telegram or facsimile to any Director, it will be deemed for all purposes to have been sufficiently given at the time the same is filed with the telegraph or cable office, properly addressed.

SECTION 3. Waiver of Notice. The giving of any notice of the time, place, or purpose of holding any meeting of stockholders or Directors and any requirement as to publication thereof, whether statutory or otherwise, will be waived by the attendance at such meeting by any person entitled to receive such notice except when the person attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened and may be waived by such person by an instrument in writing executed and filed with the records of the meeting, either before or after the holding thereof.

The seal of the Corporation shall be in such form as shall be adopted and approved from time to time by the Board of Directors. The seal may be used by causing it, or a facsimile thereof, to be impressed, affixed, imprinted or in any manner reproduced.

The Board of Directors may determine not to adopt a seal for the Corporation, in which case any documents or instruments providing for the use of a seal shall be valid despite the lack of a corporate seal.

SECTION 4. Securities of Other Corporation. The President or any Vice President of the Corporation shall have power and authority to transfer, endorse for transfer, vote, consent, or take any other action with respect to any securities of another issuer which may be held or owned by the Corporation and to make, execute, and deliver any waiver, proxy, or consent with respect to any such securities.

SECTION 5. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

SECTION 6. Dividends. Dividends upon the outstanding stock of the Corporation, subject to the provisions of the statutes and the Certificate of Incorporation, may be declared by the Board of Directors at any regular or special meeting. Dividends may be declared and paid in cash, in property, or in shares of the Corporation, or in any combination thereof.

SECTION 7. Reserves. There may be created from time to time by resolution of the Board of Directors, out of funds of the Corporation available for dividends, such reserve or reserves as the Directors from time to time in their discretion think proper to provide for contingencies, or to equalize dividends, or to repair or maintain any property of the Corporation, or for such other purpose as the Directors shall think beneficial to the Corporation, and the Directors may modify or abolish any such reserve in the manner in which it was created.

SECTION 8. Signature of Negotiable Instruments. All bills, notes, checks, or other instruments for the payment of money shall be signed or countersigned by such officer, officers, agent or agents, and in such manner, as are prescribed by resolution (whether general or special) of the Board of Directors or the executive committee.

SECTION 9. Surety Bonds. Such officers and agents of the Corporation (if any) as the Board of Directors may direct from time to time shall be bonded for the faithful performance of their duties and for the restoration to the Corporation, in case of their death, resignation, disqualification or removal from office, of all books, papers, vouchers, money, and other property of whatever kind in their possession or under their control belonging to the Corporation, in such amounts and by such surety companies as the Board of Directors may determine. The premiums on such bonds shall be paid by the Corporation, and the bonds so furnished shall be in the custody of the Secretary.

SECTION 10. Loans and Guaranties. The Corporation may lend money to, guaranty obligations of, and otherwise assist its Directors, officers and employees if the Board of Directors determines such loans, guaranties, or assistance reasonably may be expected to benefit, directly or indirectly, the Corporation.

SECTION 11. Relation to Certificate of Incorporation. These Bylaws are subject to, and governed by, the Certificate of Incorporation.

Exhibit 5.1

ALSTON&BIRD LLP

One Atlantic Center
1201 West Peachtree Street
Atlanta, Georgia 30309-3424

404-881-7000
Fax: 404-881-7777
www.alston.com

June 27, 2014

First Cash Financial Services, Inc.
and the guarantors listed on Annex A
690 East Lamar Blvd., Suite 400
Arlington, Texas 76011

Re: Registration Statement on Form S-4

Ladies and Gentlemen:

We have acted as counsel to First Cash Financial Services, Inc., a Delaware corporation (the "Company"), and the guarantors listed on Annex A hereto (the "Guarantors," and together with the Company, the "Registrants") in connection with the filing of the above-referenced Registration Statement on Form S-4 (the "Registration Statement") with the Securities and Exchange Commission (the "Commission"). The Registrants are filing the Registration Statement to register under the Securities Act of 1933, as amended (the "Securities Act"), (a) $200,000,000 aggregate principal amount of the Company's 6.75% Senior Notes due 2021 (the "New Notes") and (b) the related guarantees of the New Notes by the Guarantors (the "New Note Guarantees" and, together with the New Notes, the "Securities"), to be issued under an Indenture dated as of March 24, 2014 (the "Indenture"), by and among the Company, the Guarantors and BOKF, NA dba Bank of Texas, as Trustee. Following the effectiveness of the Registration Statement and pursuant to a Registration Rights Agreement dated as of March 24, 2014, by and among the Company, the Guarantors and Wells Fargo Securities, LLC (the "Registration Rights Agreement"), the Registrants intend to issue the Securities to the holders of $200,000,000 aggregate principal amount of the Company's 6.75% Senior Notes due 2021 (the "Old Notes") in exchange for such Old Notes and the related guarantees of the Old Notes by the Guarantors (the "Old Note Guarantees"). The Indenture, the Registration Rights Agreement and the form of global certificate evidencing the New Notes are referred to herein collectively as the "Transaction Documents."

We are furnishing this opinion letter pursuant to Item 21 of Form S-4 and Item 601(b)(5) of the Commission's Regulation S-K.

In rendering the opinion set forth herein, we have examined and relied upon the following:

(i) the Certificates of Incorporation, Certificates of Formation, Articles of Incorporation, Articles of Organization, Certificates of Limited Partnership or other charter documents of the Company and each of the Guarantors identified by an asterisk on Annex A hereto (each a "Covered Guarantor" and, collectively, the "Covered Guarantors");

(ii) the bylaws, limited liability company agreements, agreements of limited partnership, regulations or other organizational documents of the Company and each of the Covered Guarantors;

(iii) copies of certain resolutions of the Boards of Directors, the managers, the members, the general partners or the stockholders, as applicable, or committees thereof, of each of the Company and the Guarantors with regard to the transactions contemplated by the Transaction Documents;

(iv) an executed copy of the Registration Rights Agreement;

(v) an executed copy of the Indenture (including the New Note Guarantees, the Old Note Guarantees and the related form of notation of guarantee contained therein);

(vi) the forms of global certificate representing the Old Notes (including the notation of guarantee contained therein);

(vii) the proposed form of global certificate representing the New Notes;

(viii) certificates issued by the Secretary of State of each of the States of Delaware, Maryland, Oklahoma, Texas and Virginia and the District of Columbia with respect to the existence and good standing of the Company and each of the Covered Guarantors under the laws of such respective jurisdictions; and

(ix) a Certificate of Secretary of R. Douglas Orr, Secretary or Manager of the Company and each of the Guarantors dated the date hereof (the "Secretary's Certificate").

We have also examined such other agreements, instruments and other documents of the Company and the Guarantors and such certificates of officers of the Company and the Guarantors and of public officials, and have made such examination of law, as we have deemed necessary or appropriate for the purposes hereof.

As to certain factual matters, but not conclusions of law, we have relied upon the representations and warranties of the parties to the Transaction Documents, upon the Secretary's Certificate and upon certificates of public officials. Except as otherwise expressly set forth, we have made no independent examination of facts, review of court records or other public records, or factual investigation for the purposes of this opinion letter.

For purposes of this opinion letter, we have assumed (i) the genuineness of all signatures; (ii) the authenticity of all documents submitted to us as originals; (iii) the conformity to the originals of all documents submitted to us as certified, conformed, photostatic, electronic or telefacsimile copies; (iv) the legal capacity of all natural persons; and (v) the due authorization, execution, and delivery of and the validity and binding effect of the Transaction Documents with regard to the parties to the Transaction Documents other than the Company and the Guarantors.

We express no opinion herein in respect of any laws other than the General Corporation Law of the State of Delaware and the laws of the States of Maryland, New York and Texas that, in our experience, are normally applicable to transactions of the type contemplated by the Transaction Documents. Insofar as our opinion expressed below relates to matters governed by the laws of the State of Colorado, we have relied solely on the opinion letter of Holland & Hart LLP, counsel to the Guarantors incorporated in the State of Colorado, dated today and addressed to you and to us, subject to the qualifications stated in such opinion letter. We have no reason to believe that either you or we are not justified in relying on the opinion expressed therein.

Based upon the foregoing and subject to the other assumptions, exceptions, limitations and qualifications stated herein, we are of the opinion that the Securities have been duly authorized by the Company and the Guarantors and that, when the New Notes have been executed by the Company, authenticated by the Trustee in accordance with the Indenture, and issued and delivered by the Company in exchange for the Old Notes as contemplated by the Registration Rights Agreement, the Securities will constitute valid and binding obligations of the Company and the Guarantors enforceable against the Company and the Guarantors in accordance with their terms and entitled to the benefits of the Indenture.

The foregoing opinion is subject to the effects of (i) bankruptcy, fraudulent conveyance or fraudulent transfer, insolvency, reorganization, moratorium, liquidation, conservatorship and similar laws, and limitations imposed under judicial decisions related to or affecting creditors' rights and remedies generally, (ii) general equitable principles, regardless of whether the issue of enforceability is considered in a proceeding in equity or at law, and principles limiting the availability of the remedy of specific performance, (iii) concepts of good faith, fair dealing, materiality and reasonableness, and (iv) the possible unenforceability under certain circumstances of provisions providing for exculpation, indemnification and contribution that are contrary to public policy.

The foregoing opinion is limited to the matters expressly stated, and no opinion may be implied or inferred beyond the opinion expressly stated.

The foregoing opinion is rendered as of the date hereof, and we make no undertaking and expressly disclaim any duty to supplement or update such opinion if, after the date hereof, facts or circumstances come to our attention or changes in the law occur which could affect such opinion.

We consent to the filing of this opinion letter with the Commission as an exhibit to the Registration Statement and to the use of our name under the heading "Legal Matters" in the prospectus constituting a part thereof. In giving such consent, we do not thereby admit that we are within the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations of the Commission thereunder.

Alston & Bird LLP

By: /s/ M. Hill Jeffries
M. Hill Jeffries
A Partner

ANNEX A

GUARANTORS

Name	State of Organization
College Park Jewelers, Inc.*	Maryland
Famous Pawn, Inc. *	Maryland
FCFS CO, Inc.	Colorado
First Cash Corp. *	Delaware
First Cash Credit, Ltd. *	Texas
First Cash, Ltd. *	Texas
First Cash Management, L.L.C. *	Delaware
First Cash Credit Management, L.L.C. *	Texas
King Pawn, Inc. *	Maryland
LTS, Incorporated	Colorado
Maryland Precious Metals Inc. *	Maryland
Mister Money – RM, Inc.	Colorado

* Covered Guarantors

HOLLAND&HART

Exhibit 5.2

June 27, 2014

First Cash Financial Services, Inc.
690 East Lamar Blvd., Suite 400
Arlington, Texas 76011

Re: Registration Statement on Form S-4

Ladies and Gentlemen:

We have acted as special counsel in the State of Colorado to First Cash Financial Services, Inc., a Delaware corporation ("First Cash"), with respect to certain subsidiaries of First Cash listed on Schedule 1 attached hereto (each referred to herein as a "Colorado Subsidiary" and collectively as the "Colorado Subsidiaries"), in connection with the filing of a Registration Statement on Form S-4 (the "Registration Statement") with the Securities and Exchange Commission (the "Commission"). First Cash, the Colorado Subsidiaries and each of the other subsidiaries of First Cash listed in Schedule 2 attached hereto (collectively with the Colorado Subsidiaries, the "Guarantors", and collectively with First Cash and the Colorado Subsidiaries, the "Registrants") are filing the Registration Statement to register under the Securities Act of 1933, as amended (the "Securities Act"), (a) $200,000,000 aggregate principal amount of First Cash's 6.75% Senior Notes due 2021 (the "Exchange Notes") and (b) the related guarantees of the Exchange Notes by the Guarantors (the "Exchange Note Guarantees", and together with the Exchange Notes, the "Securities"). The Old Notes (as defined below), the Old Note Guarantees (as defined below) and the Securities are governed by the Indenture, dated as of March 24, 2014 (the "Indenture"), by and among the Company, the Guarantors and BOKF, NA dba Bank of Texas, as Trustee. Following the effectiveness of the Registration Statement and pursuant to the Registration Rights Agreement dated as of March 24, 2014 (the "Registration Rights Agreement"), by and among First Cash, the Guarantors and Wells Fargo Securities, LLC, as representative of the several initial purchasers listed on Schedule I attached thereto, the Registrants intend to issue the Securities to the holders of $200,000,000 aggregate principal amount of First Cash's 6.75% Senior Notes due 2021 (the "Old Notes") in exchange for such Old Notes and the related guarantees of the Old Notes by the Guarantors (the "Old Note Guarantees").

This opinion letter is furnished to you at your request to enable you to fulfill the requirements of Item 601(b)(5) of Regulation S-K, 17 C.F.R. § 229.601(b)(5), in connection with the Registration Statement.

For the purposes of rendering this opinion letter, we have examined originals, or copies certified or otherwise identified to our satisfaction, of the following documents:

(a) An executed copy of the Registration Statement;

(b) An executed copy of the Registration Rights Agreement;

(c) The Indenture (including the Exchange Note Guarantees and the related form of notation of guarantee contained therein);

(d) A specimen copy of the Exchange Notes (including the notation of guarantee contained therein) to be issued pursuant to the Indenture;

(e) The articles of incorporation, as amended, of each of the Colorado Subsidiaries, each as certified by the corporate secretary of each of the Colorado Subsidiaries, as applicable, to be currently in effect;

(f) The bylaws, as amended, of each of the Colorado Subsidiaries, each as certified by the corporate secretary of each of the Colorado Subsidiaries, as applicable, to be currently in effect;

(g) The resolutions of the board of directors of each of the Colorado Subsidiaries with respect to the transactions contemplated by the Exchange Documents (as defined below) to which each of them is a party;

(h) Certificates issued by the Secretary of State of the State of Colorado (the "Secretary of State"), dated as of June 27, 2014, certifying as to the good standing under the laws of Colorado of each of the Colorado Subsidiaries (the "Good Standing Certificates"); and

(i) An omnibus certificate of the corporate secretary of each of the Colorado Subsidiaries, dated as of the date hereof, certifying as to the completeness, accuracy and effectiveness of (i) the resolutions of the board of directors of the Colorado Subsidiaries authorizing the execution, delivery and performance of the Exchange Documents (as defined below), (ii) each of the Colorado Subsidiaries' articles of incorporation, as amended to date, and (iii) each of the Colorado Subsidiaries' bylaws, as amended to date, together with copies of such resolutions, articles of incorporation, as amended, and bylaws, as amended, attached thereto (the "Colorado Subsidiaries' Certificate").

The documents referred to in clauses (a) through (d) above are referred to herein as the "Exchange Documents," and each individually is referred to as an "Exchange Document." The documents referred to in paragraphs (e) through (g) above are referred to herein collectively as the "Organizational Documents." The documents referred to in paragraphs (a) through (i) above are referred to herein collectively as the "Reviewed Documents."

We have made such investigation of law as we have deemed necessary or appropriate as a basis for the opinions set forth below. Please be advised that we do not represent First Cash or the Colorado Subsidiaries on a regular basis. As to factual matters, we have relied upon and assumed the truthfulness and accuracy of the (a) representations and warranties contained in the Exchange Documents and (b) certifications contained in the Colorado Subsidiaries' Certificate. We have not reviewed any documents other than the Reviewed Documents and, other than

obtaining the Good Standing Certificates, we have not conducted any examination of any public records, and the opinions rendered herein are limited accordingly. The opinions expressed herein relate solely to the Exchange Documents and not to any other documents, agreements, instruments or exhibits referred to in or incorporated by reference into the Exchange Documents.

In rendering this opinion letter, we have assumed (a) the genuineness of the signatures on all documents, the authenticity of all documents submitted to us as originals, and the conformity to original documents of all documents submitted to us as certified, electronic or photostatic copies; (b) the legal capacity of all natural persons executing such documents; (c) that each party to the Exchange Documents (other than the Colorado Subsidiaries) has the organizational power to execute and deliver, and perform its obligations under, the Exchange Documents; (d) that the execution and delivery by each party of the Exchange Documents (other than the Colorado Subsidiaries), and the performance by each such party of its obligations under the Exchange Documents, have been validly authorized by each such party; (e) that the Exchange Documents constitute the legal, valid, binding and enforceable obligations of all parties thereto; and (f) that none of the Colorado Subsidiaries nor their assets are subject to any court or administrative order, decree, judgment, writ, injunction, contract, agreement, instrument or other document that would prohibit or limit such Colorado Subsidiaries' ability to execute, deliver or perform their obligations under the Exchange Documents (other than the articles of incorporation, as amended, or bylaws, as amended, of each of the Colorado Subsidiaries).

Based upon, subject to and limited by the assumptions, qualifications, exceptions and limitations set forth in this opinion letter, we are of the opinion that:

1. Each of the Colorado Subsidiaries is validly existing as a corporation and in good standing under the laws of the State of Colorado.

2. The execution, delivery and performance by each of the Colorado Subsidiaries of the Exchange Documents to which it is a party have been duly authorized by all necessary corporate action on the part of each such Colorado Subsidiary.

3. Each of the Colorado Subsidiaries has duly executed and delivered each Exchange Document to which it is a party.

4. The execution and delivery by each of the Colorado Subsidiaries of the Exchange Documents to which it is a party do not, and if such Colorado Subsidiary were now to perform its obligations under such Exchange Documents, such performance would not:

(a) violate the Organizational Documents of such Colorado Subsidiary; or

(b) violate any existing constitutional provision, statute or regulation of the State of Colorado.

5. No consent, approval, authorization, or other action by, or filing with, any governmental or public body or authority of the State of Colorado is required in connection with the execution and delivery by each of the Colorado Subsidiaries of any of the Exchange Documents to which it is a party.

The opinions expressed above are subject to the following qualifications and limitations:

With respect to the opinions expressed in paragraph 1 above regarding the valid existence and good standing of each of the Colorado Subsidiaries, (x) such opinions are based solely upon the Good Standing Certificates, copies of which have been delivered to you in connection with the filing of the Registration Statement with the Commission and (y) such opinions are limited to the meanings ascribed to such Good Standing Certificates. We have assumed that all certifications were properly given and remain accurate as of the date hereof.

We express no opinion as to the laws of any jurisdiction other than the laws of the State of Colorado in effect on the date hereof. We express no opinion in this letter as to federal or state securities laws or regulations, antitrust, unfair competition, banking or tax laws or regulations, specialty laws or regulations specifically applicable to the activities of pawn shops or laws or regulations of any political subdivision below state level. The opinion set forth in paragraph 4(b) above is based upon a review of only those statutes and regulations (not otherwise excluded in this letter) that, in our experience, are generally recognized as applicable to transactions of the type contemplated by the Exchange Documents. We assume no obligation to supplement this opinion if any applicable laws change after the date of this opinion, or if we become aware of any facts that might change the opinions expressed above after the date of this opinion.

The opinions expressed in this letter are strictly limited to the matters stated herein, and no other opinions may be implied. This opinion is provided as a legal opinion only, effective as of the date of this letter.

The opinions expressed in this letter are prepared for your use in connection with the Registration Statement, provided that Alston & Bird LLP is entitled to rely on the opinions expressed herein, subject to the qualifications and limitations herein, as if this letter were addressed to it for purposes of its opinion letter being filed this date as an exhibit to the Registration Statement. We hereby consent to the filing of this opinion letter as an exhibit to the Registration Statement. In giving this consent, we do not thereby admit that we are an “expert” within the meaning of the Securities Act.

Very truly yours,

/s/ Holland & Hart LLP

Schedule 1
To Opinion of Holland & Hart LLP

Colorado Subsidiaries

FCFS CO, Inc., a Colorado corporation
LTS, Incorporated, a Colorado corporation
Mister Money – RM, Inc., a Colorado corporation

Schedule 2
To Opinion of Holland & Hart LLP

First Cash Corp., a Delaware corporation
First Cash Credit Management, L.L.C., a Delaware limited liability company
First Cash Management, L.L.C., a Delaware limited liability company
College Park Jewelers, Inc., a Maryland corporation
Famous Pawn, Inc., a Maryland corporation
King Pawn, Inc., a Maryland corporation
Maryland Precious Metals Inc., a Maryland corporation
First Cash Credit, Ltd., a Texas limited partnership
First Cash, Ltd., a Texas limited partnership

Exhibit 12.1

RATIO OF EARNINGS TO FIXED CHARGES
(dollars in thousands)

	Three Months Ended March 31,		Year Ended December 31,					
	Pro forma 2014	2014	Pro forma 2013	2013	2012	2011	2010	2009
Earnings:								
Income from continuing operations before income taxes	$ 26,714	$29,008	$108,762	$120,192	$122,237	$107,087	$79,171	$60,245
Fixed charges	13,955	11,660	35,006	16,987	12,961	9,274	8,027	7,096
Amortization of capitalized interest	356	161	1,422	186	91	0	0	0
Less: Capitalized interest	(6,589)	(6,589)	(6,589)	0	(493)	0	0	0
Total earnings	**$ 34,436**	**$34,240**	**$138,601**	**$137,365**	**$134,796**	**$116,361**	**$87,198**	**$67,341**
Fixed charges:								
Interest expense, excluding amortization of capitalized interest	$ 3,375	$ 1,275	$ 13,500	$ 3,306	$ 1,397	$ 135	$ 391	$ 765
Amortization of capitalized interest	356	161	1,422	186	91	0	0	0
Capitalized interest	6,589	6,589	6,589	0	493	0	0	0
Portion of rent expense representative of interest	3,635	3,635	13,495	13,495	10,980	9,139	7,636	6,331
Total fixed charges	**$ 13,955**	**$11,660**	**$ 35,006**	**$ 16,987**	**$ 12,961**	**$ 9,274**	**$ 8,027**	**$ 7,096**
Ratio of earnings to fixed charges (1)	**2.5x**(2)	**2.9x**	**4.0x**(2)	**8.1x**	**10.4x**	**12.5x**	**10.9x**	**9.5x**

(1) For purposes of computing these ratios, “earnings” represent income from continuing operations before income taxes plus fixed charges and amortization of capitalized interest, less capitalized interest. “Fixed charges” consist of interest expense, including capitalized interest, amortization of capitalized interest and one-third (the portion deemed representative of the interest factor) of rental expense on operating leases.

(2) Because the net proceeds of the offering of the old notes were used to repay indebtedness and because the interest on the old notes is higher than the interest on the repaid indebtedness, our ratio of earnings to fixed charges changed by 10% or more.

FIRST CASH FINANCIAL SERVICES, INC.
SUBSIDIARIES

Subsidiary Name	Country/State of Incorporation	Percentage Owned By Registrant
Famous Pawn, Inc.	Maryland	100%
First Cash, S.A. de C.V.	Mexico	100%
American Loan Employee Services, S.A. de C.V.	Mexico	100%
First Cash, Ltd.	Texas	100%
First Cash Corp.	Delaware	100%
First Cash Management, LLC	Delaware	100%
First Cash, Inc.	Nevada	100%
Cash & Go, Ltd.	Texas	49.5%
Cash & Go Management, LLC	Texas	50.0%
First Cash Credit, Ltd.	Texas	100%
First Cash Credit Management, LLC	Texas	100%
FCFS MO, Inc.	Missouri	100%
FCFS OK, Inc.	Oklahoma	100%
FCFS SC, Inc.	South Carolina	100%
FCFS IN, Inc.	Indiana	100%
King Pawn, Inc.	Maryland	100%
College Park Jewelers, Inc.	Maryland	100%
Maryland Precious Metals Inc.	Maryland	100%
FCFS CO, Inc.	Colorado	100%
LTS, Incorporated	Colorado	100%
MM-RM, Inc.	Colorado	100%
FCFS KY, Inc.	Kentucky	100%
LWC, LLC	Kentucky	100%

Exhibit 23.1

Consent of Independent Registered Public Accounting Firm

The Board of Directors
First Cash Financial Services, Inc.

We consent to the incorporation by reference in the Registration Statement on Form S-4 of First Cash Financial Services, Inc. and in the related Prospectus of our report dated February 27, 2014, except for Note 17, as to which the date is June 27, 2014, relating to the financial statements of First Cash Financial Services, Inc. as of December 31, 2013 and 2012, and for the three years in the period ended December 31, 2013, appearing in First Cash Financial Services, Inc.'s Current Report on Form 8-K dated June 27, 2014. We also consent to the reference to our firm under the heading "Independent Registered Public Accounting Firm" in the Prospectus.

/s/ Hein & Associates LLP
Dallas, Texas
June 27, 2014

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

Form T-1

STATEMENT OF ELIGIBILITY UNDER THE TRUST INDENTURE ACT OF 1939 OF A CORPORATION DESIGNATED TO ACT AS TRUSTEE

☐ **CHECK IF AN APPLICATION TO DETERMINE ELIGIBILITY OF A TRUSTEE PURSUANT TO SECTION 305(b)(2) [ ]**

BOKF, NATIONAL ASSOCIATION
(Exact name of trustee as specified in its charter)

_____	**73-0780382**
(Jurisdiction of Incorporation or Organization if not a U.S. national bank)	**(IRS Employer Identification No.)**
Bank of Oklahoma Tower **P.O. Box 2300** **Tulsa, Oklahoma**	**74192**
(Address of Principal Executive Offices)	**(Zip Code)**

(918) 588-6000
(Registrant's telephone number, including area code)

Frederic Dorwart
Frederic Dorwart, Lawyers
Old City Hall
124 East Fourth Street
Tulsa, OK 74103-5010
(918) 583-9945
(Name, address and telephone number of agent for services)

First Cash Financial Services, Inc.
(Exact name of obligor as specified in its charter)

_____	**75-2237318**
(Jurisdiction of Incorporation or Organization if not a U.S. national bank)	**(IRS Employer Identification No.)**
First Cash Financial Services, Inc. **690 East Lamar Blvd, Suite 400** **Arlington, Texas**	**76011**
(Address of Principal Executive Offices)	**(Zip Code)**

6.75% Senior Notes due 2021
(Title of the indenture securities)

Item 1. General information.

Furnish the following information as to the trustee-

a. Name and address of each examining or supervising authority to which it is subject.

Primary Regulator:

Office of the Comptroller of the Currency
Southwestern District
1600 Lincoln Plaza
500 North Akard Street
Suite 1600
Dallas, Texas 75201

Federal Reserve Bank of Kansas City
925 Grand Avenue
Kansas City, Ok 64198

Federal Deposit Insurance Corporation
Washington, D.C.

b. Whether it is authorized to exercise corporate trust powers.

Yes.

Item 2. Affiliations with the obligor.

If the obligor is an affiliate of the trustee, describe each such affiliation.

None.

Item 3. Voting securities of the trustee.

Furnish the following information as to each class of voting securities of the trustee:

Not Applicable - see answer to Item 13.

Item 4. Trusteeships under other indentures.

If the trustee is a trustee under another indenture under which any other securities, or certificates of interest or participation in any other securities, of the obligor are outstanding, furnish the following information:

Not Applicable - see answer to Item 13.

Item *5.* Interlocking directorates and similar relationships with the obligor or underwriters.

If the trustee or any of the directors or executive officers of the trustee is a director, officer, partner, employee, appointee, or representative of the obligor or of any underwriter for the obligor, identify each such person having any such connection and state the nature of each such connection.

Not Applicable - see answer to Item 13.

Item 6. Voting securities of the trustee owned by the obligor or its officials.

Furnish the following information as to the voting securities of the trustee owned beneficially by the obligor and each director, partner, and executive officer of the obligor:

Not Applicable - see answer to Item 13.

Item 7. Voting securities of the trustee owned by underwriters or their officials.

Not Applicable - see answer to Item 13.

Item 8. Securities of the obligor owned or held by the trustee.

Furnish the following information as to securities of the obligor owned beneficially or held as collateral security for obligations in default by the trustee:

Not Applicable - see answer to Item 13.

Item 9. Securities of underwriters owned or held by the trustee.

If the trustee owns beneficially or holds as collateral security for obligations in default any securities of an underwriter for the obligor, furnish the following information as to each class of securities of such underwriter any of which are so owned or held by the trustee:

Not Applicable - see answer to Item 13.

Item 10. Ownership or holdings by the trustee of voting securities of certain affiliates or security holders of the obligor.

If the trustee owns beneficially or holds as collateral security for obligations in default voting securities of a person who, to the knowledge of the trustee (1) owns 10 percent or more of the voting securities of the obligor or (2) is an affiliate, other than a subsidiary, of the obligor, furnish the following information as to the voting securities of such person:

Not Applicable - see answer to Item 13.

Item 11. Ownership or holdings by the trustee of any securities of a person owning 50 percent or more of the voting securities of the obligor.

If the trustee owns beneficially or holds as collateral security for obligations in default any securities of a person who, to the knowledge of the trustee, owns *50* percent or more of the voting securities of the obligor, furnish the following information as to each class of securities of such person any of which are so owned or held by the trustee:

Not Applicable - see answer to Item 13.

Item 12. Indebtedness of the Obligor to the Trustee.

Except as noted in the instructions, if the obligor is indebted to the trustee, furnish the following information:

Not Applicable - see answer to Item 13.

Item 13. Defaults by the Obligor.

a. State whether there is or has been a default with respect to the securities under this indenture. Explain the nature of any such default.

None

b. If the trustee is a trustee under another indenture under which any other securities, or certificates of interest or participation in any other securities, of the obligor are outstanding, or is trustee for more than one outstanding series of securities under the indenture, state whether there has been a default under any such indenture or series, identify the indenture or series affected, and explain the nature of any such default.

None

Item 14. Affiliations with the Underwriters.

Not Applicable - see answer to Item 13.

Item 15. Foreign Trustee.

Identify the order or rule pursuant to which the foreign trustee is authorized to act as sole trustee under indentures qualified or to be qualified under the Act.

Not Applicable - Trustee is a National Banking Association organized under the laws of the United States.

Item 16. List of exhibits.

List below all exhibits filed as a part of this statement of eligibility.

1. A copy of the articles of association of the trustee as now in effect.

   Attached

2. A copy of the certificate of authority of the trustee to commence business, if not contained in the articles of association.

   Attached

3. A copy of the authorization of the trustee to exercise corporate trust powers, if such authorization is not contained in the documents specified in paragraph (1) or (2) above.

   Attached

4. A copy of the existing bylaws of the trustee, or instruments corresponding thereto.

   Attached

5. A copy of each indenture referred to in Item 4, if the obligor is in default.

Not Applicable - see answer to Item 13.

6. The consents of United States institutional trustees required by Section 321(b) of the Act.

Attached.

7. A copy of the latest report of condition of the trustee published pursuant to law or the requirements of its supervising or examining authority.

BOKF web link to the 10K -

{ http://www.sec.gov/Archives/edgar/data/875357/000087535714000005/0000875357-14-000005-index.htm }

BOKF Annual Report web link -

{ http://investor.bokf.com/doc.aspx?IID=100003&DID=17276155 }

BOKF Call Report web link -

{ https://cdr.ffiec.gov/public/ManageFacsimiles.aspx } At page, select 'Call\TFR' from the 'Report' dropdown menu and enter "BOKF" in the 'Institution Name' field.

Item 8.

Not Applicable - see answer to Item 15.

Item 9.

Not Applicable - see answer to Item 15.

SIGNATURE

Pursuant to the requirements of the Trust Indenture Act of 1939 the trustee, BOKF, National Association, a corporation organized and existing under the laws of the State of Oklahoma, has duly caused this statement of eligibility to be signed on its behalf by the undersigned, thereunto duly authorized, all in the City of Oklahoma City and the State of Oklahoma, on the 20th day of March, 2014.

BOKF, National Association
(Trustee)

By: /s/ Stephen Brent Varzaly
By: Stephen Brent Varzaly
Its: Senior Vice President

EXHIBIT 1

BOKF, NATIONAL ASSOCIATION
Charter No. 13679

AMENDED AND RESTATED ARTICLES OF ASSOCIATION
(As of January 1, 2011)

FIRST. The title of this Association shall be "BOKF, National Association". This Association was first organized in 1910 as The Exchange National Bank of Tulsa. In 1933 this Association was reorganized as The National Bank of Tulsa. In 1975 the name of this Association was changed to Bank of Oklahoma, National Association. In 2011, this Association was merged with other national banks owned by BOK Financial Corporation and its name changed to "BOKF, National Association".

SECOND. The main office of the Association shall be in the City of Tulsa, County of Tulsa, State of Oklahoma. The general business of the Association shall be conducted at its main office and its branches.

THIRD. The Board of Directors of this Association shall consist of not less than five nor more than twenty-five persons, the exact number to be fixed and determined from time to time by resolution of a majority of the full Board of Directors or by resolution of a majority of the holders of outstanding Common Stock at any annual or special meeting thereof. If required by applicable law, each director shall own common stock of the Association with an aggregate par value of not less than $1,000, or common stock of a bank holding company owning the Association with an aggregate par, fair market or equity value of not less than $1,000, as of either (i) the date of purchase, (ii) the date the person became a director or (iii) the date of that person's most recent election to the Board of Directors, whichever is greater.

Any vacancy in the Board of Directors may be filled by action of a majority of the remaining directors between meetings of shareholders. The Board of Directors may not increase the number of directors between meetings of shareholders to a number which: (1) exceeds by more than two the number of directors last elected by shareholders where the number was 15 or less; and (2) exceeds by more than four the number of directors last elected by shareholders where the number was 16 or more, but in no event shall the number of directors exceed 25.

Terms of directors, including directors selected to fill vacancies, shall expire at the next regular meeting of shareholders at which directors are elected, unless the directors resign or are removed from office.

Despite the expiration of a director's term, the director shall continue to serve until his or her successor is elected and qualifies or until there is a decrease in the number of directors and his or her position is eliminated.

Honorary or advisory members of the Board of Directors, without voting power or power of final decision in matters concerning the business of the Association, may be appointed by resolution of a majority of the full Board of Directors, or by resolution of shareholders at any annual or special meeting. Honorary or advisory directors shall not be counted for purposes of determining the number of directors of the Association or the presence of a quorum in connection with any Board action, and shall not be required to own qualifying shares.

FOURTH. There shall be an annual meeting of the shareholders to elect directors and transact whatever other business may be brought before the meeting. It shall be held at the main office or any other convenient place the Board of Directors may designate, on the day of each year specified therefor in the bylaws, or if that day falls on a legal holiday in the state in which the Association is located, on the next following banking day. If no election is held on the day fixed or

in the event of a legal holiday, an election may be held on any subsequent day within 60 days of the day fixed, to be designated by the Board of Directors, or, if the directors fail to fix the day, by shareholders representing two-thirds of the shares issued and outstanding. In all cases at least 10 days advance notice of the meeting shall be given to the shareholders by first class mail.

In all elections of directors, the number of votes each common shareholder may cast will be determined by multiplying the number of shares he or she owns by the number of directors to be elected. Those votes may be cumulated and cast for a single candidate or may be distributed among two or more candidates in the manner selected by the shareholder. On all other questions, each common shareholder shall be entitled to one vote for each share of stock held by him or her.

Nominations for election to the Board of Directors may be made by the Board of Directors or by any stockholder of any outstanding class of capital stock of the Association entitled to vote for election of directors. Nominations other than those made by or on behalf of the existing management shall be made in writing and be delivered or mailed to the President of the Association and to the Comptroller of the Currency, Washington, D.C., not less than 14 days nor more than 50 days prior to any meeting of shareholders called for the election of directors; provided, however, that if less than 21 days notice of the meeting is given to shareholders, such nominations shall be mailed or delivered to the President of the Association and to the Comptroller of the Currency not later than the close of business on the seventh day following the day on which the notice of meeting was mailed. Such notification shall contain the following information to the extent known to the notifying shareholder:

(1) The name and address of each proposed nominee,

(2) The principal occupation of each proposed nominee,

(3) The total number of shares of capital stock of the Association that will be voted for each proposed nominee,

(4) The name and residence address of the notifying shareholder, and

(5) The number of shares of capital stock of the Association owned by the notifying shareholder.

Nominations not made in accordance herewith may, in his/her discretion, be disregarded by the chairperson of the meeting, and in determining the vote tellers may upon directions by the chairperson disregard all votes cast for each such nominee. No bylaw may unreasonably restrict the nomination of directors by shareholders.

A director may resign at any time by delivering written notice to the Board of Directors, its chairperson, or to the Association, which resignation shall be effective when the notice is delivered unless the notice specifies a later effective date.

A director may be removed with or without cause by shareholders at a meeting called to remove him or her, when notice of the meeting stating that the purpose or one of the purposes is to remove him or her is given; provided, however, that a director may not be removed if the number of votes sufficient to elect him or her under cumulative voting is voted against his or her removal.

FIFTH. The authorized amount of capital stock of this Association shall be 750,000 shares of Common Stock of the par value of $100.00 each; but said capital stock may be increased or decreased from time to time, according to the provisions of the laws of the United States.

No holder of shares of the capital stock of any class of the Association shall have any preemptive or preferential right of subscription to any shares of any class of stock of the

Association, whether now or hereafter authorized, or to any obligations convertible into stock of the Association, issued, or sold, nor any right of subscription to any thereof other than such, if any, as the Board of Directors, in its discretion, may from time to time determine and at such price as the Board of Directors, in its discretion, may from time to time fix.

Unless otherwise specified in the Articles of Association or required by law (1) all matters requiring shareholder action including amendments to the Articles of Association must be approved by holders of a majority of the outstanding voting stock, and (2) each shareholder shall be entitled to one vote per share.

Unless otherwise specified in the Articles of Association or required by law, all shares of voting stock shall be voted together as a class, on any matters requiring shareholder approval. If a proposed amendment would affect two or more classes or series in the same or a substantially similar way, all the classes or series so affected must vote together as a single voting group on the proposed amendment.

Shares of the same class or series may be issued as a dividend on a pro rata basis and without consideration. Shares of another class or series may be issued as a share dividend in respect of a class or series of stock if approved by a majority of the votes entitled to be cast by the class or series to be issued unless there are no outstanding shares of the class or series to be issued. Unless otherwise provided by the Board of Directors, the record date for determining shareholders entitled to a share dividend shall be the date the Board of Directors authorizes the share dividend.

Unless otherwise provided in the bylaws, the record date for determining shareholders entitled to notice of and to vote at any meeting is the close of business on the day before the first notice is mailed or otherwise sent to the shareholders, provided that in no event may a record date be more than 70 days before the meeting.

If a shareholder is entitled to fractional shares pursuant to a stock dividend, consolidation or merger, reverse stock split or otherwise, the Association may: (a) issue fractional shares or; (b) in lieu of the issuance of fractional shares, issue script of warrants entitling the holder to receive a full share upon surrendering enough script or warrants to equal a full share; (c) if there is an established and active market in the association’s stock, make reasonable arrangements to provide the shareholder with an opportunity to realize a fair price through sale of the fraction, or purchase of the additional fraction required for a full share; (d) remit the cash equivalent of the fraction to the shareholder; or (e) sell full shares representing all the fractions at public auction or to the highest bidder after having solicited and received sealed bids from at least three licensed stock brokers; and distribute the proceeds pro rata to shareholders who otherwise would be entitled to the fractional shares. The holder of a fractional share is entitled to exercise the rights of a shareholder, including the right to vote, to receive dividends, and to participate in the assets of the Association upon liquidation, in proportion to the fractional interest. The holder of script or warrant is not entitled to any of these rights unless the script or warrants explicitly provide for such rights. The script or warrants may be subject to such additional conditions as: (1) the script or warrants will become void if not exchanged for full shares before a specified date; and (2) that the shares for which the script or warrants are exchangeable may be sold at the option of the Association and the proceeds paid to scriptholders.

The Association, at any time and from time to time, may authorize and issue debt obligations, whether or not subordinated, without the approval of the shareholders. Obligations classified as debt, whether or not subordinated, which may be issued by the Association without the approval of shareholders, do not carry voting rights on any issue, including an increase or decrease in the aggregate number of the securities, or the exchange or reclassification of all or part of securities into securities of another class or series.

SIXTH. The Board of Directors shall appoint one of its members to be Chairman of the Board, who shall perform such duties as may be designated by the Board of Directors. The Board of Directors shall have the power to appoint a President - Tulsa Regional Office, and a President - Oklahoma City Regional Office, each of whom shall perform such duties as may be designated by the Board of Directors or the Chairman of the Board. The Board of Directors shall also have the power to appoint one or more vice presidents, a secretary who shall keep minutes of the directors' and shareholders' meetings and be responsible for authenticating the records of the Association, and such other officers and employees as may be required to transact the business of this Association. A duly appointed officer may appoint one or more officers or assistant officers if authorized by the Board of Directors in accordance with the bylaws.

The Board of Directors shall have the power to:

(1) Define the duties of the officers, employees and agents of the Association.

(2) Delegate the performance of its duties, but not the responsibility for its duties, to the officers, employees, and agents of the Association.

(3) Fix the compensation and enter into employment contracts with its officers and employees upon reasonable terms and conditions consistent with applicable law.

(4) Dismiss officers and employees.

(5) Require bonds from officers and employees and to fix the penalty thereof.

(6) Ratify written policies authorized by the Association's management or committees of the Board.

(7) Regulate the manner in which any increase or decrease of the capital of the Association shall be made, provided that nothing herein shall restrict the power of shareholders to increase or decrease the capital of the Association in accordance with law, and nothing shall raise or lower from two-thirds the percentage required for shareholder approval to increase or reduce the capital.

(8) Manage and administer the business and affairs of the Association.

(9) Adopt bylaws, not inconsistent with law or the Articles of Association, for managing the business and regulating the affairs of the Association.

(10) Amend or repeal bylaws, except to the extent that the Articles of Association reserve this power in whole or in part to shareholders.

(11) Make contracts.

(12) Generally to perform all acts that are legal for a Board of Directors to perform.

SEVENTH. The Board of Directors shall have the power to change the location of the main office to any other place within the limits of the City of Tulsa, without the approval of the shareholders, and shall have the power to establish or change the location of any branch or branches

of the Association to any other location permitted under applicable law, without the approval of the shareholders, but subject in either event to approval by the Office of the Comptroller of the Currency if required by applicable law.

EIGHTH. The corporate existence of this Association shall continue until terminated according to the laws of the United States.

NINTH. The Board of Directors of this Association, or any three or more shareholders owning, in the aggregate, not less than twenty-five percent (25%) of the outstanding Common Stock of this Association, may call a special meeting of shareholders at any time. Unless otherwise provided by the bylaws or the laws of the United States, or waived by shareholders, a notice of the time, place, and purpose of every annual and special meeting of the shareholders shall be given by first-class mail, postage prepaid, mailed at least 10, and no more than 60 days, prior to the date of the meeting to each shareholder of record at his/her address as shown upon the books of this Association.

TENTH. (A) Directors of the Association shall not be personally liable to the Association or its shareholders for monetary damages for breach of fiduciary duty as a director; provided, however, that the foregoing clause shall not apply to any liability of a Director (1) for breach of the director's duty of loyalty to the Association or its shareholders, (2) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of the law, (3) for the payment of unlawful dividends, or (4) for any transaction from which the director derived an improper personal benefit.

(B) The Association shall 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 Association) by reason of the fact that he is or was a director, officer, employee or agent of the Association, or is or was serving at the request of the Association as a director, officer, employee or agent of another association, 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 in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association, and with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

(C) The Association shall 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 or in the right of the Association to procure a judgment in its favor by reason of the fact that he is or was a director, officer, employee or agent of the Association, or is or was serving at the request of the Association as a director, officer, employee or agent of another Association, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Association unless and only to the extent that a court of competent jurisdiction 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 shall deem proper.

(D) To the extent that a director, officer, employee or agent of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in paragraphs (B) and (C) of this Article, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith.

(E) Any indemnification under paragraphs (B) and (C) of this Article (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstances because he has met the applicable standard of conduct set forth therein. Such determination shall be made (1) by the Board of Directors by a majority vote of a quorum (as directed in the bylaws of the Association) consisting of directors who were not parties to such action, suit or proceeding, or (2) if such quorum is not obtainable, or even if obtainable a quorum of disinterested directors so elects, by independent legal counsel in a written opinion, or (3) by the shareholders.

(F) Expenses incurred by an officer or director in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Association as authorized in this Article. Such expenses incurred by other employees and agents may be so paid upon such terms and conditions, if any, as the Board of Directors deems appropriate.

(G) The indemnification and advancement of expenses provided by or granted pursuant to this Article shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any statute, bylaw, agreement, vote of shareholders or disinterested directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office.

(H) The indemnification and advancement of expenses provided by or granted pursuant to this Article 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 the heirs, executors and administrators of such a person.

(I) By action of its Board of Directors, notwithstanding any interest of the directors in the action, the Association may purchase and maintain insurance, in such amounts as the Board of Directors deems appropriate, on behalf of any person who is or was a director, officer, employee or agent of the Association, or of any association a majority of the voting stock of which is owned by the Association, or is or was serving at the request of the Association as a director, officer, employee or agent of another association, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power or would be required to indemnify him against such liability under the provisions of this Article or any other applicable law; provided, however, that such insurance shall exclude coverage for a formal order assessing civil money penalties against a director, officer, employee or agent of the Association.

(J) The term director as used herein shall include persons serving as advisory directors, senior directors or directors emeritus or any other similar advisory capacity to the Board of Directors of the Association.

(K) Notwithstanding any provision to the contrary contained herein, the Association shall not indemnify directors, officers or employees against expenses, penalties or other payments incurred in an administrative proceeding or action instituted by an appropriate Bank regulatory agency, which proceeding or action results in a final order assessing civil money

penalties or requiring affirmative action by an individual or individuals in the form of payments to the Association; provided, however that the Association shall advance expenses to a director, officer or employee incurred in connection with the defense of any such action if:

(1) The indemnitee enters into an agreement satisfactory to the Association pursuant to which the indemnitee shall reimburse any expenses advanced if (a) a final order is entered in the action assessing civil money penalties or requiring payments to the Association, or (b) if the Board of Directors of the Association finds that the indemnitee willfully misrepresented factors relevant to the Board's determination of conditions described in (2)(a) or (b) below;

(2) Prior to making any advances, the Board of the Association, in good faith, determines in writing that all of the following conditions are met: (a) the indemnitee has a substantial likelihood of prevailing on the merits; (b) in the event that the indemnitee does not prevail, he or she will have the financial capability to reimburse the Association; and (c) payment of expenses by the Association will not adversely affect Bank safety and soundness; and

(3) If at any time the Board of the Association believes, or should reasonably believe, that the conditions described in (2)(a), (2)(b) or (2)(c) are no longer met, the Association shall cease paying any such expenses.

ELEVENTH. These Articles of Association may be amended at any regular or special meeting of the shareholders by the affirmative vote of the holders of a majority of the outstanding Common Stock of this Association, unless the vote of the holders of a greater amount of stock is required by law, and in that case by the vote of the holders of such greater amount. The Association's Board of Directors may propose one or more amendments to the Articles of Association for submission to the shareholders.

/s/ Frederic Dorwart
Frederic Dorwart, Secretary

EXHIBIT 2

Comptroller of the Currency

TREASURY DEPARTMENT

OF THE UNITED STATES

Washington, D. C.

WHEREAS, BANK OF OKLAHOMA, N. A., located in Tulsa, State of Oklahoma, being a National Banking Association, organized under the statutes of the United States, has made application for authority to act as fiduciary

AND WHEREAS, applicable provisions of the statutes of the United States authorize the grant of such authority;

NOW THEREFORE, I hereby certify that the necessary approval has been given and that the said association is authorized to act in all fiduciary capacities permitted by such statutes.

IN TESTIMONY WHEREOF, witness my signature and seal of Office this first day of July, 1975

James E. Smith
Comptroller of the Currency

Charter No. 13679

EXHIBIT 3

Comptroller of the Currency
Administrator of National Banks

Washington, DC 20219

CERTIFICATE OF CORPORATE EXISTENCE AND FIDUCIARY POWERS

I, Thomas J. Curry, Comptroller of the Currency, do hereby certify that:

1. The Comptroller of the Currency, pursuant to Revised Statutes 324, et seq, as amended, and 12 USC 1, et seq, as amended, has possession, custody, and control of all records pertaining to the chartering, regulation, and supervision of all national banking associations.

2. "BOKF, National Association," Tulsa, Oklahoma (Charter No. 13679), is a national banking association formed under the laws of the United States and is authorized thereunder to transact the business of banking and exercise fiduciary powers on the date of this certificate.

IN TESTIMONY WHEREOF, today, February 26, 2013, I have hereunto subscribed my name and caused my seal of office to be affixed to these presents at the U.S. Department of the Treasury, in the City of Washington, District of Columbia.

Comptroller of the Currency

EXHIBIT 4

BOKF, NATIONAL ASSOCIATION
AMENDED AND RESTATED
BYLAWS

(Adopted December 21, 1993)
(With Amendment dated May 28, 1996)
(With Amendment dated January 1, 2011)

INDEX

BOKF,
NATIONAL ASSOCIATION
AMENDED AND RESTATED
BYLAWS
(Adopted December 21, 1993)
(With Amendment dated May 28, 1996)
(With Amendment dated January 1, 2011)

ARTICLE I

Main Office

The main office of the association shall be located in the City of Tulsa, County of Tulsa, State of Oklahoma. The general business of the association shall be conducted at its main office, its branches and such other offices as are permitted by the rules and regulations of the office of the Comptroller of the Currency.

ARTICLE II

Meetings of Shareholders

Section 1. Annual Meeting.

There shall be an annual meeting of the shareholders to elect directors and transact whatever other business may be brought before the meeting. It shall be held at the main office or any other convenient place the Board of Directors may designate, on the second Wednesday of April of each year, or if that day falls on a legal holiday in the state of Oklahoma, on the next following banking day. If no election is held on the day fixed or in the event of a legal holiday, an election may be held on any subsequent day within 60 days of the day fixed, to be designated by the Board of Directors, or, if the Board of Directors fail to fix the day, by shareholders representing two-thirds of the shares issued and outstanding. In all cases at least 10 days advance notice of the meeting shall be given to the shareholders by first class mail.

Section 2. Special Meetings.

The Board of Directors of this Association, or any three or more shareholders owning, in the aggregate, not less than twenty-five percent (25%) of the outstanding Common Stock of this Association, may call a special meeting of shareholders at any time. Unless waived by shareholders, a notice of the time, place, and purpose of every annual and special meeting of the shareholders shall be given by first-class mail, postage prepaid, mailed at least 10, and no more than 60 days, prior to the date of the meeting to each shareholder of record at his/her address as shown upon the books of this Association.

Section 3. Place of Meeting.

Any annual, regular or special meeting of the shareholders of the association may be held at any convenient place, either within or without the State of Oklahoma, if such place be designated by the Board of Directors in a written notice of the meeting sent to all shareholders or in a waiver of notice signed by all shareholders entitled to vote at a meeting. If no specific designation is made, the place of meeting shall be the main office of the association.

Section 4. Notice of Meeting.

Written or printed notice stating the place, day and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than ten nor more than forty days before the date of the meeting, either personally or by mail, by or at the direction of the President, or the Secretary, or the officer or persons calling the meeting, to each shareholder of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the shareholder at his address as it appears on the stock transfer books of the association, with postage thereon prepaid. If any annual or special meeting of the shareholders be adjourned to another time or place, no notice as to such adjourned meeting need be given other than by announcement at the meeting at which such adjournment is taken; provided, however, that in the event such meeting be adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Notice of the place, day, hour and purpose of any annual or special meeting of the shareholders of the association may be waived in writing by any shareholder or by his attendance at such meeting. Such waiver may be given before or after the meeting, and shall be filed with the Secretary or entered upon the records of the meeting.

Section 5. Voting Lists.

The officer or agent having charge of the stock transfer books for shares of the association shall make, at least 48 hours before each meeting of shareholders, a complete list of the shareholders entitled to vote at such meeting, or any adjournment thereof, arranged in alphabetical order, with the address of, and the number of shares held by, each, which list, for a period of 24 hours prior to such meeting, shall be kept on file at the principal office of the association and shall be subject to inspection by any shareholder or person representing shares at any time during usual business hours. Such list shall

also be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any shareholder during the whole time of the meeting. Either such list, when certified by the officer or agent preparing the same, or the original stock transfer books shall be prima facie evidence as to who are the shareholders entitled to examine such list or transfer books or to vote at any meeting of shareholders. Provided, however, it shall not be necessary to prepare and produce a list of shareholders if the share ledger reasonably shows in alphabetical order by classes of shares all persons entitled to represent shares at such meeting with the number of shares entitled to be voted by each shareholder.

Section 6. Quorum.

A majority of the outstanding shares of the association entitled to vote, represented in person or by proxy, shall constitute a quorum at a meeting of shareholders. If less than a majority of the outstanding shares are represented at a meeting, a majority of the shares so represented may adjourn the meeting from time to time without further notice. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally notified. The shareholders present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough shareholders to leave less than a quorum.

Section 7. Proxies.

Shareholders may vote at any meeting of the shareholders by proxies duly authorized in writing, but no officer or employee of this association shall act as proxy. Proxies shall be valid only for one meeting, to be specified therein, and any adjournments of such meeting. Proxies shall be dated and filed with the records of the meeting. Proxies with rubber stamped facsimile signatures may be used and unexecuted proxies may be counted upon receipt of a confirming telegram from the shareholder. Proxies meeting the above requirements submitted at any time during a meeting shall be accepted.

Section 8. Voting of Shares.

When a quorum is present or represented at any meeting, the vote of the holders of a majority of the shares entitled to vote, present in person or represented by proxy, shall decide any question brought before such meeting, unless the question is one upon which, by express provisions of the statutes or of the certificate of incorporation or of these bylaws, a different vote is required, in which case such express provision shall govern and control the decision of such question. Voting at any annual, regular or special shareholders' meeting need not be by ballot unless demand therefor is made by a shareholder, proxy

or other person present at and entitled to vote at such meeting. In all elections of directors, the number of votes each common shareholder may cast will be determined by multiplying the number of shares he or she owns by the number of directors to be elected. Those votes may be cumulated and cast for a single candidate or may be distributed among two or more candidates in the manner selected by the shareholder. On all other questions, each common shareholder shall be entitled to one vote for each share of stock held by him or her. Every fractional share of stock, if any, shall entitle its owner to the corresponding fractional vote.

Section 9. Voting of Shares by Certain Holders.

Shares standing in the name of another association shall be voted by the President of such association, or by proxy appointed by him, unless some other person, by resolution of such other association's Board of Directors, shall be appointed to vote such shares, in which case such person shall be entitled to vote the shares upon the production of a certified copy of such resolution.

Shares held by an administrator, executor, guardian or conservator may be voted by him, either in person or by proxy, without a transfer of such shares into his name. Shares standing in the name of a trustee may be voted by him either in person or by proxy, but no trustee shall be entitled to vote shares held by him without a transfer of such shares into his name.

Shares standing in the name of a receiver may be voted by such receiver, and shares held by or under the control of a receiver may be voted by such receiver without the transfer thereof into his name if authority so to do be contained in an appropriate order of the court by which such receiver was appointed.

A shareholder whose shares are pledged shall be entitled to vote such shares until the shares have been transferred into the name of the pledgee, and thereafter the pledgee shall be entitled to vote the shares so transferred. Provided, however, that if the instrument of transfer discloses the pledge, the transferor shall be entitled to vote such pledged shares unless, in the instrument of transfer, the pledgor shall have expressly empowered the pledgee to represent the shares. If the pledgee is thus empowered, he or his proxy shall be exclusively entitled to represent such shares. Shares of its own stock belonging to the association shall not be voted, directly or indirectly, at any meeting, and shall not be counted in determining the total number of outstanding shares at any given time, but shares of its own stock held by the association in a fiduciary capacity may be voted and shall be counted in determining the total number of outstanding shares and the actual voting power of the shareholders at any given time.

Section 10. Inspectors of Election.

In advance of any meeting of shareholders, the Board of Directors may appoint inspectors of the election to act at such meeting or any adjournment thereof. If the inspectors of the election be not so appointed, the Chairman of any such meeting may, and on the request of any shareholder or his proxy shall, make such appointment at the meeting. The number of such inspectors shall be one or three. If appointed at a meeting on the request of one or more shareholders or proxies, the majority of shares present and entitled to vote shall determine whether one or three inspectors are to be appointed. An inspector need not be a shareholder, but no person who is a candidate for an office of the association shall act as an inspector.

In case any person appointed as inspector fails to appear or fails or refuses to act, the vacancy may be filled by appointment made by the Board of Directors in advance of the convening of the meeting, or at the meeting by the person or officer acting as Chairman.

The inspectors shall first take and subscribe an oath or affirmation faithfully to execute the duties of inspectors at such meeting with strict impartiality and according to the best of their ability.

The inspectors of the election shall determine the number of shares outstanding and the voting power of each, the shares represented at the meeting, the existence of a quorum, the authenticity, validity and effect of proxies, receive votes or ballots, take charge of the polls, hear and determine all challenges and questions in any way arising in connection with the right to vote, count and tabulate all votes, determine the result, and do such other acts as may be proper to conduct the election or voting with fairness to all shareholders. The inspectors of the election shall perform their duties impartially, in good faith, to the best of their ability, and as expeditiously as is practical. If there be three inspectors, the decision, act or certificate of a majority shall be effective in all respects as the decision, act or certificate of all.

On request of the Chairman of the meeting, or of any shareholder or his proxy, the inspectors shall make a report in writing of any challenge or question or matter determined by them, and execute a certificate of any fact found by them. Any report or certificate made by them shall be prima facie evidence of the facts stated therein; provided, however, that any ruling by such inspectors may, upon being disputed by any shareholder, proxy or other person, present at and entitled to vote at such meeting, be appealed to the floor of the shareholders' meeting.

Section 11. Informal Action by Shareholders.

Any action required to be taken at a meeting of the shareholders, or any other action which may be taken at a meeting of the shareholders, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by the holders of outstanding shares having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted. Prompt notice of the taking of any such corporate action without a meeting by less than unanimous written consent shall be given to those shareholders who have not consented in writing.

ARTICLE III

Directors

Section 1. Number, Tenure and Qualifications.

The number of Directors of the association shall be not less than five and not more than twenty-five, as determined from time to time by resolution of a majority of the full Board of Directors or by resolution of a majority of the holders of outstanding common stock at the annual meeting, or at a special meeting called for such purpose. Directors need not be residents of the State of Oklahoma. A Director to be qualified to take office shall be legally competent to enter into contracts. Directors, other than the initial Board of Directors, shall be elected at the annual meeting of the shareholders. Terms of directors, including directors selected to fill vacancies, shall expire at the next regular meeting of shareholders at which directors are elected, unless the directors resign or are removed from office. Despite the expiration of a director's term, the director shall continue to serve until his or her successor is elected and qualifies or until there is a decrease in the number of directors and his or her position is eliminated.

Section 2. Resignation; Removal.

A director may resign at any time by delivering written notice to the Board of Directors, its chairperson, or to the Association, which resignation shall be effective when the notice is delivered unless the notice specifies a later effective date. A director may be removed with or without cause by shareholders at a meeting called to remove him or her, when notice of the meeting stating that the purpose or one of the purposes is to remove him or her is given; provided, however, that a director may not be removed if the number of votes sufficient to elect him or her under cumulative voting is voted against his or her removal.

Section 3. Vacancies.

Any vacancy in the Board of Directors may be filled by action of a majority of the remaining directors between meetings of shareholders. The Board of Directors may not increase the number of directors between meetings of shareholders to a number which: (1) exceeds by more than two the number of directors last elected by shareholders where the number was 15 or less; and (2) exceeds by more than four the number of directors last elected by shareholders where the number was 16 or more, but in no event shall the number of directors exceed 25.

Section 4. Quorum.

A majority of the director positions on the board shall constitute a quorum at any meeting, except when otherwise provided by law, or the bylaws, provided that a quorum may not be reduced to below one-third of the number of director positions, but at a lesser number may adjourn any meeting, from time to time, and the meeting may be held, as adjourned, without further notice. If the number of directors is reduced below the number that would constitute a quorum, no business may be transacted, except selecting directors to fill vacancies in conformance with Section 2.17.

If a quorum is present, the board of directors may take action through the vote of a majority of the directors who are in attendance.

Section 5. Compensation.

By resolution of the Board of Directors, the Directors may be paid their expenses, if any, of attendance at each meeting of the Board of Directors, and may be paid a fixed sum for attendance at each meeting of the Board of Directors or a stated salary as Director. No such payment shall preclude any Director from serving the association in any other capacity and receiving compensation therefor. Members of any committee appointed by the Board of Directors may be allowed like compensation for attending committee meetings.

Section 6. General Powers.

The business and affairs of the association shall be managed and conducted and all corporate powers shall be exercised by its Board of Directors, which may exercise all such powers of the association and do all such lawful acts and things as are not by statute or by the certificate of incorporation or by these bylaws directed or required to be exercised and done by the shareholders. The Board of Directors shall elect all officers of the association and may impose upon them such additional duties and give them such additional powers not defined in these bylaws, and not inconsistent herewith, as they may determine.

Section 7. Advisory Directors.

The Board of Directors may, by resolution adopted by a majority of the entire Board, appoint one or more advisory directors who shall have no vote or authority to act and who shall provide only general policy advice to the Board. Advisory directors shall have no voting rights and shall not be counted or included as a director for quorum or any other purposes and shall not be required to own qualifying shares.

Section 8. Nomination of Directors.

Nominations for election to the Board of Directors may be made by the Board of Directors or by any stockholder of any outstanding class of capital stock of the Association entitled to vote for election of directors. Nominations other than those made by or on behalf of the existing management shall be made in writing and be delivered or mailed to the President of the Association and to the Comptroller of the Currency, Washington, D.C., not less than 14 days nor more than 50 days prior to any meeting of shareholders called for the election of directors; provided, however, that if less than 21 days notice of the meeting is given to shareholders, such nominations shall be mailed or delivered to the President of the Association and to the Comptroller of the Currency not later than the close of business on the seventh day following the day on which the notice of meeting was mailed. Such notification shall contain the following information to the extent known to the notifying shareholder:

(1) The name and address of each proposed nominee,

(2) The principal occupation of each proposed nominee,

(3) The total number of shares of capital stock of the Association that will be voted for each proposed nominee,

(4) The name and residence address of the notifying shareholder, and

(5) The number of shares of capital stock of the Association owned by the notifying shareholder.

Nominations not made in accordance herewith may, in his/her discretion, be disregarded by the chairperson of the meeting, and in determining the vote tellers may upon directions by the chairperson disregard all votes cast for each such nominee. No bylaw may unreasonably restrict the nomination of directors by shareholders.

ARTICLE IV

Meetings of the Board of Directors

Section 1. Regular Meetings.

A regular meeting of the Board of Directors shall be held without notice, at 12:00 noon on the last Tuesday of each month at the main office of the association unless the Board shall designate another date and/or place. The Board of Directors may provide, by resolution, the time and place, either within or without the State of Oklahoma, for the holding of additional regular meetings without other notice than such resolution.

Section 2. Special Meetings.

Special meetings of the Board of Directors may be called by or at the request of the Chairman of the Board, the President or any three Directors. The person or persons authorized to call special meetings of the Board of Directors may fix any place, either within or without the State of Oklahoma, as the place for holding any special meeting of the Board of Directors called by them. Meetings may be held at any time and any place without notice, if all the Directors are present or if those not present waive notice of the meeting in writing.

Section 3. Notice.

Notice of any special meeting shall be given at least three days prior thereto by written notice delivered personally or mailed to each Director at his business address, or by telegram, telecopy or telex. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail so addressed, with postage prepaid thereon. If notice be given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegraph company. Any Director may, in writing, waive notice of any meeting, either before or after such meeting. The attendance of a Director at a meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting, except as required by statute or specifically provided for herein.

Section 4. Quorum.

In all meetings of the Board of Directors a majority of the director positions on the Board shall be necessary to constitute a quorum for the transaction of business, unless otherwise provided by law, by the Articles of Association or by these bylaws. The act of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is expressly required by statute, the certificate of incorporation or by these bylaws. If a quorum shall not be present at any meeting of Directors, the Directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 5. Special Meetings By Conference Telephone.

Members of the Board of Directors may participate in special meetings through use of conference telephone or similar communications equipment so long as all members participating in such meetings can hear one another.

ARTICLE V

Committees of the Board

Section 1. Executive Committee.

The Board may appoint from among its members an Executive Committee of such number as the Board shall deem proper. The Chairman of the Board shall be a member ex officio, but all other members shall serve during the pleasure of the Board. The Executive Committee shall have and may exercise, so far as may be permitted by law, all the authority and all the powers of the Board during intervals between meetings thereof. The Executive Committee shall keep minutes of its meetings and such minutes shall be submitted at the next regular meeting of the Board at which a quorum is present, at which time any action taken by the Board with respect thereto shall be entered in the minutes of the Board. All acts done and powers conferred by the Executive Committee from time to time shall be deemed to be, and may be certified as being done or conferred, under the authority of the Board.

The Executive Committee may determine at any time in its discretion to hold regular meetings, in which event such meetings shall be held at the time, place, and date so designated, without any notice thereof required to be given to its members. Notice of any meetings of the Executive Committee other than regular meetings shall be given to its members in a manner deemed most likely to provide them actual notice thereof, as far in advance of the time of the meeting as practicable. A majority of all members of the Executive Committee, at least two of whom shall be non-ex officio members, shall constitute a quorum for all purposes.

The Executive Committee may adopt its own rules of procedure.

Section 2. Audit Committee.

The Board shall appoint an Audit Committee, consisting of not less than three members other than active officers of the association. The Audit Committee shall, at least once every twelve months, examine the affairs of the Association, count its cash, compare its assets and liabilities with the accounts of the general ledger, and ascertain whether the accounts are correctly kept and the condition of the association corresponds therewith.

All audits and examinations described in this section may be performed by the members of the Audit Committee directly or through certified public accountants selected by the Audit Committee for such purpose and responsible solely to the Audit Committee and the Board for the results of their audits and examinations. The expenses of audits and examinations made by persons other than the Audit Committee shall be paid by the Association. The Audit Committee shall report the results of all audits and examinations in writing to the Board at its next regular meeting thereafter, and shall recommend to the Board such changes in the manner of doing business as shall seem desirable on the basis thereof. [Such report and all actions taken thereon shall be noted in the minutes of the Board.] [Note: all bracketed material is the procedure for trust examinations required by 12 C.F.R. '9.9.]

Section 3. Credit and Investment Committee.

The Board shall appoint a Credit & Investment Committee. At least three members of the Credit & Investment Committee shall be persons other than active officers of the Association. The Credit & Investment Committee shall (i) review, supervise, and recommend action to the Board in procedures for, the lending activities of the Association, (ii) review, supervise, and recommend action to the Board for, the investment activities of the Association, and (iii) review, supervise and recommend action respecting assets, asset quality, loan reviews, and regulatory examinations. The Credit and Investment Committee shall, subject to approval by the Board, adopt a charter detailing the authority, duties, memberships, quorum, and meeting schedules of the Committee. The Credit & Investment Committee shall keep minutes of its meetings, and such minutes shall be submitted at the next regular meeting of the Board at which a quorum is present, at which time any action taken by the Board with respect thereto shall be entered in the minutes of the Board.

Section 4. CRA Committee

The Board shall appoint a CRA Committee. At least three members of the CRA Committee shall be persons other than active officers of the Association. The CRA Committee shall review, supervise, and recommend action to the Board regarding the performance by the Association of its obligations under the Community Reinvestment Act. The CRA Committee shall, subject to approval by the Board, adopt a charter detailing the authority, duties, memberships, quorum, and meeting schedules of the Committee. The CRA Committee shall keep minutes of its meetings, and such minutes shall be submitted at the next regular meeting of the Board at which a quorum is present, at which time any action taken by the Board with respect thereto shall be entered in the minutes of the Board.

Section 5. Other Committees.

The Board of Directors may appoint, from time to time, from its own members, other committees of one or more persons, for such purposes and with such powers as the Board may determine. The Chairman of the Board may appoint non-director officers to such committees for the purpose of counseling with and providing information to the committee, and may remove such members at any time at his pleasure. Non-director members so appointed may be voting members of such committees, but all official actions of such committees must be approved by a majority of their director members. Meetings of such committees may be held in the absence of non-director members whenever the director members so choose. All such committees shall keep minutes of its meetings and such minutes shall be submitted at the next regular meeting of the Board at which a quorum is present, at which time any action of the Board with respect thereto shall be entered in the minutes of the Board.

Section 6. Committee Meeting by Conference Telephone.

Members of each Committee (other than the Audit Committee) may participate in meetings of those committees through use of conference telephone or similar communications equipment, so long as all members participating in such meeting can hear one another.

ARTICLE VI

Officers

Section 1. Number.

The officers of the association shall be a Chairman of the Board, a President and Chief Executive Officer, a President - Oklahoma City, a Secretary and a Treasurer, each of whom shall be elected by the Board of Directors. The Board of Directors may elect or appoint one or more Vice Presidents, and any other officers, assistant officers, managers and assistant managers of branches and agents as it shall deem necessary or desirable, who shall hold their offices for such terms as shall be determined from time to time by the Board, and shall have such authority and perform such duties as shall be determined from time to time by the Board, the Chairman of the Board or a President. Any two or more corporate offices, except those of President and Vice President, or President and Secretary, may be held by the same person; but no officer shall execute, acknowledge or verify any instrument in more than one capacity if such instrument be required by law or by these bylaws to be executed, acknowledged or verified by any two or more officers.

Section 2. Election and Term of Office.

The officers of the association to be elected by the Board of Directors shall be elected annually by the Board of Directors at the first meeting of the Board of Directors held after each annual meeting of the shareholders. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. Additional officers and assistant officers may be elected or appointed by the Board of Directors during the year. Each officer shall hold office for the current year for which the board was elected and until his successor shall have been duly elected and shall have qualified, or until his death or until he shall resign or shall have been removed in the manner hereinafter provided. Any vacancy occurring in the office of president shall be filled promptly by the Board of Directors.

Section 3. Qualification.

To be qualified to take office, an officer shall be legally competent to enter into contracts. Officers need not be residents of Oklahoma or of the United States. Officers need not be shareholders of the association, and only the Chairman of the Board, the President - Tulsa Regional Office and the President - Oklahoma City Regional Office need be a Director of this association.

Section 4. Removal.

Any officer or agent elected or appointed by the Board of Directors may be removed at any time by the Board of Directors whenever in its judgment the best interests of the association would be served thereby.

Section 5. Vacancies.

A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

Section 6. Compensation.

The compensation of all officers, assistant officers and agents of the association shall be fixed by the Board of Directors.

Section 7. Chairman of the Board.

The Board of Directors shall from its members appoint a Chairman of the Board. The Chairman of the Board of Directors shall, when present, preside at all meetings of the stockholders and Board of Directors, either annual or special. He shall be an ex officio member of any committee of Directors. He shall assist the Board of Directors in the formulation of policies to be pursued by the executive management of the association. He may sign with the Secretary or any other proper officer of the association, thereunto authorized by the Board of Directors, and deliver on behalf of the association any deeds, mortgages, bonds, contracts, powers of attorney, or other instruments which the Board of Directors have authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these Bylaws to some other officer or agent of the association or shall be required by law to be otherwise signed or executed. He shall perform all such other duties as are incident to his office or are properly required of him by the Board of Directors.

Section 8. President.

The President-Tulsa Regional Office shall be the President of the Association and also the chief operating officer of the Association. The President shall be the chief administrative officer of the Association. He shall, when present, and in the absence of the Chairman of the Board preside at all meetings of the Board of Directors and stockholders. He shall be ex officio a member of any committee of Directors. He shall have general and active management of the business of the association, and shall see that all orders and resolutions of the Board of Directors are carried into effect. He shall have the power to execute bonds, mortgages and other contracts requiring a seal, under the seal of the association, except where required by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the Board of Directors to some other officer or agent of the association. He shall vote any stock which may stand in the name of the association on the books of any other company. He shall have power to superintend any officers or heads of departments and to dismiss any of the subordinate employees when he shall deem proper. He shall perform such

other duties and exercise such other powers as are provided in these bylaws and, in addition thereto, as are incident to his office or are properly required of him by the Board of Directors.

In the absence of the Chairman of the Board or in the event of his inability or refusal to act, the President shall perform the duties of the Chairman of the Board, and when so acting shall have all the powers of and be subject to all the restrictions upon the Chairman of the Board.

In the absence of the President, or in the event of his death, or inability or refusal to act, the President - Oklahoma City Regional Office shall perform the duties of the President, and when so acting, shall have all the power of and be subject to all the restrictions upon the President.

Section 9. President - Tulsa Regional Office.

The Board of Directors shall appoint from its members a President-Tulsa Regional Office who shall also be the chief operating officer of the Tulsa Regional Office. The President-Tulsa Regional Office shall be the chief administrative officer of the association in the area designated by the Board as covered by the Tulsa Regional Office. He shall have general and active management of the business of the Tulsa Regional Office, and shall see that all orders and resolutions of the Board of Directors with respect to such office are carried into effect. He shall have power to superintend any officers or heads of departments of the Tulsa Regional Office and to dismiss any of the subordinate employees of such office when he shall deem proper. He shall perform such other duties and exercise such other powers as are provided in these bylaws and, in addition thereto, as are incident to his office or are properly required of him by the Board of Directors.

Section 10. President - Oklahoma City Regional Office.

The Board of Directors shall appoint from its members a President-Oklahoma City Regional Office who shall also be the chief operating officer of the Oklahoma City Regional Office. The President-Oklahoma City Regional Office shall be the chief administrative officer of the association in the area designated by the Board as covered by the Oklahoma City Regional Office. He shall have general and active management of the business of the Oklahoma City Regional Office, and shall see that all matters with respect to such office are carried into effect as requested by the chief executive officer and chief operating officer of the Association. He shall perform such other duties and exercise such other powers as are provided in these bylaws and, in addition thereto, as are incident to his office or are properly assigned to him by the Board of Directors, the chief executive officer or the chief operating officer of the Association.

Section 11. Vice Presidents.

The Board may appoint one or more Vice Presidents, one or more of whom may be Executive or Senior Vice Presidents. In the absence of the President of both Regional Offices, or in the event of their deaths, or inability or refusal to act, the Vice President (or in the event there be more than one Vice President, the Vice Presidents in the order designated at the time of their election or in the absence of any designation, then in the order of their election) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Any Vice President may sign, with the Secretary or an Assistant Secretary, certificates for shares of the association, and shall perform such other duties as from time to time may be assigned to him by the President or by the Board of Directors. Each Vice-President shall perform such other duties and exercise such other powers as are properly assigned to him by the Board of Directors or the President of the Association.

Section 12. The Secretary.

The Secretary shall: (a) Keep the minutes of the shareholders' meetings and of the Board of Directors' meetings in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these bylaws and as required by law; (c) be custodian of the corporate records and of the seal of the association and see that the seal of the association is affixed to all documents, the execution of which on behalf of the association under its seal is duly authorized; (d) keep a register of the post office address of each shareholder; (e) sign, with the President or a Vice-President, certificates for shares of the association, the allotment of which shall have been authorized by resolution of the Board of Directors; (f) have general charge of the stock transfer books of the association; (g) in general, perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

Section 13. The Treasurer.

If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the Board of Directors shall determine. He shall: (a) have charge and custody of and be responsible for all funds and securities of the association, receive and give receipts for moneys due and payable to the association from any source whatsoever, and deposit all such moneys in the name of the association in such banks, trust companies or other depositories as shall be selected; and (b) in general, perform all the duties as from time to time may be assigned to him by the President or by the Board of Directors.

Section 14. Assistant Secretaries and Assistant Treasurers.

The Assistant Secretaries shall, in the absence or disability of the Secretary, perform the duties and exercise the powers of the Secretary, and may sign with the President or a Vice President, certificates for shares of the association, the allotment of which shall have been authorized by a resolution of the Board of Directors. The Assistant Treasurers shall, in the absence or disability of the Treasurer, perform the duties and exercise the powers of the Treasurer, and, if required by the Board of Directors, give bonds for the faithful discharge of their duties in such sums and with such sureties as the Board of Directors shall determine. The Assistant Secretaries and Assistant Treasurers, in general, shall perform such duties as shall be assigned to them by the Secretary or the Treasurer, respectively, or by the President or the Board of Directors.

ARTICLE VII

Trust Division

Section 1. Trust Division.

There shall be a division of the Association known as the Trust Division, which shall perform the fiduciary responsibilities of the Association.

The management and administration of the Trust Division and the fiduciary powers of the Board may be delegated from time to time by the Board to such persons or committees as it shall deem appropriate. The resolution or resolutions setting forth the action of the Board in this respect and any amendments thereto shall be attached to these Bylaws as Exhibit 1, and each amendment as additional exhibits hereto.

Section 2. Trust Investment Committee.

The Board may appoint from its members a trust investment committee of this association composed of three members, who shall be capable and experienced officers or directors of the association. All investments of funds held in a fiduciary capacity shall be made, retained or disposed of only with the approval of the trust investment committee, and the committee shall keep minutes of all its meetings, showing the disposition of all matters considered and passed upon by it. The committee shall, promptly after the acceptance of an account for which the association has investment responsibilities, review the assets thereof, to determine the advisability of retaining or disposing of such assets. The committee shall conduct a similar review at least once during each calendar year thereafter and within 15 months of the last such review. A report of all such reviews, together with the action taken as a result thereof, shall be noted in the minutes of the committee.

Section 3. Trust Audit Committee.

The Board shall appoint a Trust Audit Committee. All members of the Trust Audit Committee shall be persons other than active officers of the Association. [The Trust Audit Committee shall at least once during each calendar year and within 15 months of the last such audit, examine the trust division of the Association to ascertain whether fiduciary powers has been administered in accordance with law, applicable regulations of the Comptroller of the Currency, and sound fiduciary principles, or shall adopt a continuous audit system adequate to perform the identical function.] All audits and examinations described in this section may be performed by the members of the Trust Audit Committee directly or through certified public accountants selected by the Trust Audit Committee for such purpose and [responsible solely to the Trust Audit Committee and the Board for the results of their audits and examinations.] The expenses of audits and examinations made by persons other than the Trust Audit Committee shall be paid by the Association. The Trust Audit Committee shall report the results of all audits and examinations in writing to the Board at its next regular meeting thereafter, and shall recommend to the Board such changes in the manner of doing business as shall seem desirable on the basis thereof. [Such report and all actions taken thereon shall be noted in the minutes of the Board.] [Note: All bracketed material is the procedure for trust examinations required by 12 C.F.R '9.9. and shall be interpreted consistently therewith.]

Section 4. Fiduciary Files.

There shall be maintained by the association all fiduciary records necessary to assure that its fiduciary responsibilities have been properly undertaken and discharged.

Section 5. Trust Investments.

Funds held in a fiduciary capacity shall be invested according to the instrument establishing the fiduciary relationship and local law. Where such instrument does not specify the character and class of investments to be made and does not vest in the association a discretion in the matter, funds held pursuant to such instrument shall be invested in investments in which corporate fiduciaries may invest under local law.

ARTICLE VIII

Shares of Stock

Section 1. Certificates for Shares.

Certificates representing shares of the association shall be in such form as shall be determined by the Board of Directors. Such certificates shall be signed by the President or a Vice President and by the Secretary or an Assistant Secretary, and the corporate seal or a facsimile thereof affixed thereto. All certificates for shares shall be consecutively numbered or otherwise identified. The name and address of the persons to whom the certificate is issued, the number of shares represented thereby and the date of issue shall be entered on the stock transfer books of the association. All certificates surrendered to the association for transfer shall be canceled, and no new certificate shall be issued until the former certificate for a like number of shares shall have been surrendered and canceled, except that in case of a lost, destroyed, or mutilated certificate, a new one may be issued therefor upon such terms and indemnity to the association as the Board of Directors may prescribe.

Section 2. Transfer of Shares.

Transfer of shares of the association shall be made only on the stock transfer books of the association by the holder of record thereof or by his legal representative, who shall furnish proper evidence of authority to transfer, or by his attorney thereunto authorized by power of attorney duly executed and filed with the Secretary of the association, and on surrender for cancellation of the certificate for such shares. The person in whose name shares stand on the books of the association shall be deemed by the association to be the owner thereof for all purposes.

ARTICLE IX

Closing of Transfer Books and Fixing of Record Date

For the purpose of determining the shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or the shareholders entitled to receive payment of any dividend or distribution, or the allotment of any rights, or in order to make a determination of shareholders for any other proper purpose, the Board of Directors of the association may provide that the stock transfer books shall be closed for a stated period, not to exceed seventy days prior to the date on which the particular action requiring such determination of shareholders is to be taken. In lieu of closing the stock transfer books, the Board of Directors may fix in advance a date as the record date for any such determination of shareholders, such date in any case to be not more than seventy days prior to the date on which the particular action requiring such determination of shareholders is to be taken. If the stock transfer books are not closed and no record date is fixed for the determination of the shareholders entitled to notice of or to vote at a meeting of shareholders, or of the shareholders entitled to receive payment of a dividend or distribution or allotment of rights, the date on which notice of the meeting is mailed or the date on which the resolution of the Board of Directors declaring such dividend or distribution or the allotment of rights is adopted, as the case may be, shall be the record date for such determination of shareholders. When a determination of shareholders entitled to vote at any meeting of shareholders has been made as provided in this section, such determination shall apply to any adjournment thereof.

ARTICLE X

Fiscal Year

The fiscal year of the association shall be fixed by resolution of the Board of Directors.

ARTICLE XI

Annual Report

The Board of Directors shall cause an annual report to be sent to the shareholders.

ARTICLE XII

Dividends

The Board of Directors may declare, and the association may pay, dividends on its outstanding shares in cash, property or its own shares, subject to the provisions of the statutes and any provision of the certificate of incorporation.

Before the payment of any dividend or other distribution of profits, there may be set aside out of any funds of the association available for such purpose such sum or sums as the Directors from time to time, in their absolute discretion, consider to be a proper reserve fund to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the association, or for such other purpose as the Directors shall determine to be in the interest of the association, and the Directors may modify or abolish any such reserve in the manner in which it was created.

ARTICLE XIII

Seal

The Board of Directors shall adopt and provide a corporate seal, which shall be circular in form and shall have inscribed thereon the name of the association and the words “Corporate Seal.”

ARTICLE XIV

Indemnification

The Association shall indemnify, pursuant to the provisions of the Articles of Association of the Association, as amended from time to time, any person by reason of the fact that he is or was a director, officer, employee or agent of the Association, or is or was serving at the request of the Association as a director, officer, employee or agent of another association, partnership, joint venture, trust or other enterprise.

ARTICLE XV

Miscellaneous Provisions

Section 1. Execution of Instruments.

All agreements, indentures, mortgages, deeds, conveyances, transfers, certificates, declarations, receipts, discharges, releases, satisfactions, settlements, petitions, schedules, accounts, affidavits, bonds, undertakings, proxies and other instruments or documents may be signed, executed, acknowledged, verified, delivered, or accepted on behalf of the Association by the Chairman of the Board, the Vice Chairman of the Board, the President, any Vice President, the Secretary, or the Cashier. Any such instruments may also be executed, acknowledged, verified, delivered, or accepted on behalf of the Association in such other manner and by such other officers as the Board may from time to time direct. The provisions of this Section are supplementary to any other provision of these Bylaws.

Section 2. Records.

The Articles of Association, the Bylaws, and the proceedings of all meetings of the shareholders, the Board, and standing committees of the Board shall be recorded in appropriate minute books provided for the purpose. The minutes of each meeting shall be signed by the Secretary appointed to act as Secretary of the meeting.

Section 3. Banking Hours.

The Board shall prescribe hours of business for the Association; provided, however, that the main office of the Association shall be open for business at least six hours of each day, except Saturdays, Sundays, days recognized by the laws of the State of Oklahoma as legal holidays, and such other times as may be determined by the Board. Other facilities of the Association shall be open for business for such hours and at such times as shall be prescribed from time to time by the chief executive officer of the Association, with the concurrence of the President.

Section 4. Inspection.

A copy of the bylaws, with all amendments, shall at all times be kept in a convenient place at the main office of the association, and shall be open for inspection to all shareholders during banking hours.

ARTICLE XVI

Amendments

Except to the extent the Articles of Association reserve this power in whole or in part, these bylaws may be altered or repealed, or new bylaws may be adopted by a majority vote of a quorum of the members of the Board of Directors at any annual, regular or special meeting duly convened after notice to the Directors setting out the purpose of the meeting, subject to the power of the shareholders to alter or repeal such bylaws; provided, however, the Board shall not adopt or alter any bylaw fixing their number, qualifications, classifications or terms of office, but any such bylaw may be adopted or altered only by the vote of a majority of a quorum of the shareholders entitled to exercise the voting power of the association at any annual, regular or special meeting duly convened after notice to the shareholders setting out the purpose of the meeting.

EXHIBIT 6

March 19, 2014

Securities and Exchange Commission
Washington, D.C. 20549

To whom it may concern:

In accordance with Section 321(b) of the Trust Indenture Act of 1939, as amended, the undersigned hereby consents that reports of examination made by Federal, State, Territorial, or District authorities authorized to make such examination may be furnished by such authorities to the Securities and Exchange Commission upon its request therefor.

Very truly yours,

BOKF, NATIONAL ASSOCIATION

/s/ S. Brent Varzaly
Name: S. Brent Varzaly
Title: Senior Vice President

LETTER OF TRANSMITTAL

FIRST CASH FINANCIAL SERVICES, INC.

Offer to Exchange
$200,000,000 aggregate principal amount of 6.75% Senior Notes due 2021
for $200,000,000 aggregate principal amount of new 6.75% Senior Notes due 2021
which have been registered under the Securities Act of 1933

Pursuant to the Prospectus dated , 2014

THE EXCHANGE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 5:00 P.M., NEW YORK CITY TIME, ON , 2014, UNLESS THE OFFER IS EXTENDED (SUCH TIME AND DATE, AS THE SAME MAY BE EXTENDED FROM TIME TO TIME, THE "EXPIRATION DATE"). OUTSTANDING NOTES TENDERED IN THE EXCHANGE OFFER MAY BE WITHDRAWN AT ANY TIME PRIOR TO 5:00 P.M., NEW YORK CITY TIME, ON THE EXPIRATION DATE.

The Exchange Agent for the Exchange Offer is:

BOKF, NA DBA BANK OF TEXAS

By Regular, Registered or Certified Mail, Overnight Courier, or Hand Delivery:
BOKF, NA dba Bank of Texas
c/o U.S. Bank National Association
Department: Specialized Finance
111 Fillmore Avenue
St. Paul, Minnesota 55107

By Facsimile for Eligible Institutions
651-466-7372

Confirm by Telephone:
800-934-6802

DELIVERY OF THIS LETTER OF TRANSMITTAL TO AN ADDRESS OTHER THAN AS SET FORTH ABOVE OR TRANSMISSION OF THIS LETTER OF TRANSMITTAL VIA FACSIMILE TO A NUMBER OTHER THAN AS SET FORTH ABOVE DOES NOT CONSTITUTE A VALID DELIVERY.

The undersigned acknowledges that he or she has received the Prospectus, dated , 2014 (the "Prospectus"), of First Cash Financial Services, Inc., a Delaware corporation (the "Company"), and this Letter of Transmittal, which together constitute the Company's offer (the "Exchange Offer") to exchange an aggregate principal amount of up to $200,000,000 of 6.75% Senior Notes due 2021, which have been registered under the Securities Act of 1933, as amended (the "Securities Act") (the "New Notes"), for a like principal amount of the issued and outstanding 6.75% Senior Notes due 2021 (the "Old Notes") of the Company from the holders thereof. The Old Notes and the New Notes are sometimes referred to in this Letter of Transmittal together as the "Notes," and all references to the Notes include references to the related guarantees.

Capitalized terms used but not defined herein shall have the same meaning given them in the Prospectus.

THE INSTRUCTIONS CONTAINED HEREIN SHOULD BE READ CAREFULLY BEFORE THIS LETTER OF TRANSMITTAL IS COMPLETED.

This Letter of Transmittal is to be completed by the holders of Old Notes either if certificates for such Old Notes (the "Certificates") are to be forwarded herewith or if tenders of Old Notes are to be made by book-entry transfer to an account maintained by BOKF, NA dba Bank of Texas (the "Exchange Agent") at The Depository Trust Company (the "Book-Entry Transfer Facility" or "DTC") pursuant to the procedures set forth in the "The Exchange Offer—Exchange Offer Procedures" in the Prospectus.

DELIVERY OF DOCUMENTS TO THE BOOK-ENTRY TRANSFER FACILITY DOES NOT CONSTITUTE DELIVERY TO THE EXCHANGE AGENT.

NOTE: SIGNATURES MUST BE PROVIDED BELOW.

PLEASE READ THE ACCOMPANYING INSTRUCTIONS CAREFULLY.

The undersigned has completed the appropriate boxes below and signed this Letter of Transmittal to indicate the action the undersigned desires to take with respect to the Exchange Offer:

BOX I

DESCRIPTION OF OLD NOTES*

Name(s) and Address(es) of Registered Note Holder(s), exactly as name(s) appear(s) on Old Note Certificate(s)	Certificate Number(s) of Old Notes**	Aggregate Principal Amount Represented by Certificate(s)	Aggregate Principal Amount Tendered***
	Total:		

* List the Old Notes to which this Letter of Transmittal relates. If the space provided is inadequate, the Certificate numbers and principal amount of Old Notes should be listed on a separate signed schedule attached hereto.

** Need not be completed by persons tendering by book-entry transfer.

*** Tenders of Old Notes must be in a minimum principal amount of $2,000 or an integral multiple of $1,000 in excess thereof. Unless otherwise indicated in this column, a holder will be deemed to have tendered ALL of the Old Notes represented by the Certificate(s) set forth above. See Instruction 4.

BOX II

BENEFICIAL OWNER(S)

State of Principal Residence of Each Beneficial Owner of Tendered Notes	Principal Amount of Tendered Notes Held for Account of Beneficial Owner

BOX III
METHOD OF DELIVERY
(See Instruction 1)

☐ CHECK HERE IF TENDERED NOTES ARE BEING DELIVERED BY BOOK-ENTRY TRANSFER MADE TO THE ACCOUNT MAINTAINED BY THE EXCHANGE AGENT AT DTC AND COMPLETE THE FOLLOWING:

Name of Tendering Institution: _____

DTC Account Number: _____ Transaction Code Number: _____

☐ CHECK HERE IF TENDERED NOTES ARE BEING DELIVERED HEREWITH.

☐ CHECK HERE IF TENDERED NOTES ARE BEING DELIVERED PURSUANT TO A NOTICE OF GUARANTEED DELIVERY PREVIOUSLY SENT TO THE EXCHANGE AGENT AND COMPLETE THE FOLLOWING:

Name(s) of Registered Holder(s) _____

Window Ticket Number (if any) _____

Date of Execution of Notice of Guaranteed Delivery _____

Name of Institution which Guaranteed Delivery _____

If Delivered by Book-Entry Transfer, Complete the Following:

Name of Tendering Institution _____

Account Number and Transaction Code Number _____

BOX IV
ATTENTION BROKER-DEALERS

☐ CHECK HERE IF THE UNDERSIGNED OR ANY BENEFICIAL OWNER OF TENDERED NOTES IS A BROKER-DEALER AND WISHES TO RECEIVE 10 ADDITIONAL COPIES OF THE PROSPECTUS AND 10 COPIES OF ANY AMENDMENTS OR SUPPLEMENTS THERETO:

Name _____

Address _____

BOX V
SPECIAL ISSUANCE INSTRUCTIONS
(See Instructions 3 and 4)

To be completed ONLY if certificates for New Notes and/or certificates for Old Notes not exchanged are to be issued in the name of someone other than the person(s) whose signature(s) appear(s) on this Letter of Transmittal in Box VII (Signature).

Issue: New Notes issued and/or Old Notes not exchanged to:

Name(s) _____
(Please Type or Print)

_____
(Please Type or Print)

Address(es) _____

_____
(Zip Code)

Taxpayer Identification Number or Social Security Number _____

BOX VI
SPECIAL DELIVERY INSTRUCTIONS
(See Instructions 4 and 6)

To be completed ONLY if (1) certificates for New Notes and/or certificates for Old Notes not exchanged are to be sent to someone other than the person(s) whose signature(s) appear(s) on this Letter of Transmittal in Box VII (Signature) at the address(es) indicated in Box I (Description of Tendered Notes) or (2) New Notes and/or Old Notes not exchanged are to be issued or returned, respectively, to an account maintained at DTC other than the account indicated in Box III (Method of Delivery).

Send: New Notes and/or Old Notes not exchanged to:

Name(s) _____
(Please Type or Print)

_____
(Please Type or Print)

Address(es) _____

_____
(Zip Code)

Credit: New Notes and/or Old Notes not exchanged to DTC account as follows:

Name(s) _____
(Please Type or Print)

_____
(Please Type or Print)

Crediting Instructions _____

Account Number(s) _____

_____

BOX VII
SIGNATURE: TO BE COMPLETED BY ALL TENDERING HOLDERS
(See Instructions 1 and 2)
In addition, the Substitute Form W-9 on the page following the Instructions must be completed and signed.

_____ _____, 20__

_____ _____, 20__

_____ _____, 20__
Signature(s) by Tendering Holder(s) **Date**

Area Code(s) and Telephone Number(s)_____

For any tendered Notes, this Letter of Transmittal must be signed by the registered holder(s) as the name(s) appear(s) on the certificate(s) for the tendered Notes or by any person(s) authorized to become registered holder(s) by endorsements and documents submitted herewith. If signature is by a trustee, executor, administrator, guardian, attorney-in-fact, officer of a corporation or other person acting in a fiduciary or representative capacity, please set forth full title and the other information indicated below and, unless waived by the Company, submit herewith evidence satisfactory to the Company of authority to so act. See Instruction 3.

Name(s) _____

_____
(Please Type or Print)

Capacity_____

Address(es)_____

_____
(Including Zip Code)

Area Code and Telephone Number _____

Tax Identification Number or Social Security Number _____

SIGNATURE GUARANTEE
(if required by Instruction 2)

Signature(s) Guaranteed by
an Eligible Institution

_____
(Authorized Signature)

_____
(Print Name)

_____
(Title)

_____
(Name of Firm—Must be an Eligible Institution as defined in Instruction 3)

_____
(Address)

_____
(Area Code and Telephone Number)

INSTRUCTIONS
FORMING PART OF THE TERMS AND CONDITIONS OF THE EXCHANGE OFFER

1. *Delivery of Letter of Transmittal and Certificates*. This Letter of Transmittal is to be completed either if (a) Certificates are to be forwarded herewith or (b) tenders are to be made pursuant to the procedures for tender by book-entry transfer set forth in "The Exchange Offer" in the Prospectus and an Agent's Message is not delivered. Certificates, or timely confirmation of a book-entry transfer of such Old Notes into the Exchange Agent's account at DTC, as well as this Letter of Transmittal (or facsimile thereof), properly completed and duly executed, with any required signature guarantees, and any other documents required by this Letter of Transmittal, must be received by the Exchange Agent at its address set forth herein on or prior to the Expiration Date. Tenders by book-entry transfer may also be made by delivering an Agent's Message in lieu thereof. Notes may be tendered in whole or in part in denominations of principal amount of $2,000 and integral multiples of $1,000 in excess of $2,000.

The method of delivery of Certificates, this Letter of Transmittal and all other required documents is at the option and sole risk of the tendering holder, and the delivery will be deemed made only when actually received by the Exchange Agent. If delivery is by mail, then registered mail with return receipt requested, properly insured, or overnight delivery service is recommended. In all cases, sufficient time should be allowed to ensure timely delivery.

The Company will not accept any alternative, conditional or contingent tenders. Each tendering holder, by execution of a Letter of Transmittal (or facsimile thereof), waives any right to receive any notice of the acceptance of such tender.

2. *Guarantee of Signatures*. No signature guarantee on this Letter of Transmittal is required if:

- this Letter of Transmittal is signed by the registered holder (which term, for purposes of this document, shall include any participant in DTC whose name appears on a security position listing as the owner of the Old Notes (the "holder")) of Old Notes tendered herewith, unless such holder(s) has completed either the box entitled "Special Issuance Instructions" or the box entitled "Special Delivery Instructions" above; or
- such Old Notes are tendered for the account of a firm that is an Eligible Institution.

In all other cases, an Eligible Institution must guarantee the signature(s) on this Letter of Transmittal. See Instruction 5.

3. *Inadequate Space*. If the space provided in the box captioned "Description of Old Notes" is inadequate, the Certificate number(s) and/or the principal amount of Old Notes and any other required information should be listed on a separate signed schedule that is attached to this Letter of Transmittal.

4. *Partial Tenders and Withdrawal Rights*. Tenders of Old Notes will be accepted only in denominations of principal amount of $2,000 and integral multiples of $1,000 in excess of $2,000. If less than all the Old Notes evidenced by any Certificate submitted are to be tendered, fill in the principal amount of Old Notes which are to be tendered in the box entitled "Principal Amount Tendered." In such case, new Certificate(s) for the remainder of the Old Notes that were evidenced by your old Certificate(s) will only be sent to the holder of the Old Notes, promptly after the Expiration Date. All Old Notes represented by Certificates delivered to the Exchange Agent will be deemed to have been tendered unless otherwise indicated.

Except as otherwise provided herein, tenders of Old Notes may be withdrawn at any time on or prior to the Expiration Date. In order for a withdrawal to be effective on or prior to that time, a written or facsimile transmission of such notice of withdrawal must be timely received by the Exchange Agent at one of its addresses set forth above or in the Prospectus on or prior to the Expiration Date. Any such notice of withdrawal must specify the name of the person who tendered the Old Notes to be withdrawn, the aggregate principal amount of

Old Notes to be withdrawn, and (if Certificates for Old Notes have been tendered) the name of the registered holder of the Old Notes as set forth on the Certificate for the Old Notes, if different from that of the person who tendered such Old Notes. If Certificates for the Old Notes have been delivered or otherwise identified to the Exchange Agent, then prior to the physical release of such Certificates for the Old Notes, the tendering holder must submit the serial numbers shown on the particular Certificates for the Old Notes to be withdrawn and the signature on the notice of withdrawal must be guaranteed by an Eligible Institution, except in the case of Old Notes tendered for the account of an Eligible Institution. If Old Notes have been tendered pursuant to the procedures for book-entry transfer set forth in the Prospectus under "The Exchange Offer," the notice of withdrawal must specify the name and number of the account at DTC to be credited with the withdrawal of Old Notes, in which case a notice of withdrawal will be effective if delivered to the Exchange Agent by written, telegraphic, telex or facsimile transmission. Withdrawals of tenders of Old Notes may not be rescinded. Old Notes properly withdrawn will not be deemed validly tendered for purposes of the Exchange Offer, but may be retendered at any subsequent time on or prior to the Expiration Date by following any of the procedures described in the Prospectus under "The Exchange Offer."

All questions as to the validity, form and eligibility (including time of receipt) of such withdrawal notices will be determined by the Company, in its sole discretion, whose determination shall be final and binding on all parties. The Company, any affiliates or assigns of the Company, the Exchange Agent or any other person shall not be under any duty to give any notification of any irregularities in any notice of withdrawal or incur any liability for failure to give any such notification. Any Old Notes that have been tendered but that are withdrawn will be returned to the holder thereof without cost to such holder promptly after withdrawal.

5. *Signatures on Letter of Transmittal, Assignments and Endorsements*. If this Letter of Transmittal is signed by the registered holder(s) of the Old Notes tendered hereby, the signature(s) must correspond exactly with the name(s) as written on the face of the Certificate(s) without alteration, enlargement or any change whatsoever.

If any Old Notes tendered hereby are owned of record by two or more joint owners, all such owners must sign this Letter of Transmittal.

If any tendered Old Notes are registered in different name(s) on several Certificates, it will be necessary to complete, sign and submit as many separate Letters of Transmittal (or facsimiles thereof) as there are different registrations of Certificates.

If this Letter of Transmittal or any Certificates or bond powers are signed by trustees, executors, administrators, guardians, attorneys-in-fact, officers of corporations or others acting in a fiduciary or representative capacity, such persons should so indicate when signing and, unless waived by the Company, must submit proper evidence satisfactory to the Company, in its sole discretion, of each such person's authority to so act.

When this Letter of Transmittal is signed by the registered owner(s) of the Old Notes listed and transmitted hereby, no endorsement(s) of Certificate(s) or separate bond power(s) is required unless New Notes are to be issued in the name of a person other than the registered holder(s). Signature(s) on such Certificate(s) or bond power(s) must be guaranteed by an Eligible Institution.

If this Letter of Transmittal is signed by a person other than the registered owner(s) of the Old Notes listed, the Certificates must be endorsed or accompanied by appropriate bond powers, signed exactly as the name or names of the registered owner(s) appear(s) on the Certificates, and also must be accompanied by such opinions of counsel, certifications and other information as the Company or the Trustee for the Old Notes may require in accordance with the restrictions on transfer applicable to the Old Notes. Signatures on such Certificates or bond powers must be guaranteed by an Eligible Institution.

6. *Special Issuance and Delivery Instructions*. If New Notes are to be issued in the name of a person other than the signer of this Letter of Transmittal, or if New Notes are to be sent to someone other than the signer of

this Letter of Transmittal or to an address other than that shown above, the appropriate boxes on this Letter of Transmittal should be completed. Certificates for Old Notes not exchanged will be returned by mail or, if tendered by book-entry transfer, by crediting the account indicated above maintained at DTC. See Instruction 4.

7. *Irregularities*. The Company will determine, in its sole discretion, all questions as to the form of documents, validity, eligibility (including time of receipt) and acceptance for exchange of any tender of Old Notes, which determination shall be final and binding on all parties. The Company reserves the absolute right to reject any and all tenders determined by it not to be in proper form or the acceptance of which, or exchange for which, may, in the view of counsel to the Company, be unlawful. The Company also reserves the absolute right, subject to applicable law, to waive any of the conditions of the Exchange Offer set forth in the Prospectus under "The Exchange Offer" or any conditions or irregularities in any tender of Old Notes of any particular holder whether or not similar conditions or irregularities are waived in the case of other holders. The Company's interpretation of the terms and conditions of the Exchange Offer (including this Letter of Transmittal and the instructions hereto) will be final and binding. No tender of Old Notes will be deemed to have been validly made until all irregularities with respect to such tender have been cured or waived. The Company, any affiliates or assigns of the Company, the Exchange Agent, or any other person shall not be under any duty to give notification of any irregularities in tenders or incur any liability for failure to give such notification.

8. *Questions, Requests for Assistance and Additional Copies*. Questions and requests for assistance may be directed to the Exchange Agent at its address and telephone number set forth on the front of this Letter of Transmittal. Additional copies of the Prospectus and the Letter of Transmittal may be obtained from the Exchange Agent or from your broker, dealer, commercial bank, trust company or other nominee.

9. *Backup Withholding; Substitute Form W-9*. Under U.S. federal income tax law, a holder (including, for purposes of this section, beneficial owners of the Old Notes) whose tendered Old Notes are accepted for exchange is required to provide the Exchange Agent with such holder's correct taxpayer identification number ("TIN") on Substitute Form W-9 below. If the Exchange Agent is not provided with the correct TIN, the Internal Revenue Service (the "IRS") may subject the holder or other payee to a $50 penalty. In addition, payments to such holders or other payees with respect to Old Notes exchanged pursuant to the Exchange Offer may be subject to backup withholding at a rate equal to 30%.

The box in Part 2 of the Substitute Form W-9 may be checked if the tendering holder has not been issued a TIN and has applied for a TIN or intends to apply for a TIN in the near future. If the box in Part 2 is checked, the holder or other payee must also complete the box captioned Certificate of Awaiting Taxpayer Identification Number below in order to avoid backup withholding. Notwithstanding that the box in Part 2 is checked and the box captioned Certificate of Awaiting Taxpayer Identification Number is completed, the holder will be subject to backup withholding on all payments made prior to the time a properly certified TIN is provided to the Exchange Agent. The Exchange Agent will retain such amounts withheld during the 60-day period following the date of the Substitute Form W-9. If the holder furnishes the Exchange Agent with its TIN within 60 days after the date of the Substitute Form W-9, the amounts retained during the 60-day period will be remitted to the holder and no further amounts shall be retained or withheld from payments made to the holder thereafter. If, however, the holder has not provided the Exchange Agent with its TIN within such 60-day period, amounts withheld will be remitted to the IRS as backup withholding. In addition, backup withholding will apply to all payments made thereafter until a correct TIN is provided.

Certain holders (including, among others, corporations, financial institutions and certain foreign persons) may not be subject to the backup withholding and reporting requirements. Such holders should nevertheless complete the attached Substitute Form W-9 and write "Exempt" on the face thereof to avoid possible erroneous backup withholding. A foreign person may qualify as an exempt recipient by submitting a properly completed and appropriate IRS Form W-8, signed under penalties of perjury, attesting to that holder's exempt status. Please consult the enclosed "Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9" for additional guidance on which holders are exempt from backup withholding.

Backup withholding is not an additional U.S. federal income tax. Rather, the U.S. federal income tax liability of a person subject to backup withholding will be reduced by the amount of tax withheld. If withholding results in an overpayment of taxes, a refund may be obtained, provided that the required information is furnished to the IRS.

10. *Waiver of Conditions*. The Company reserves the absolute right to waive satisfaction of any or all conditions enumerated in the Prospectus.

11. *No Conditional Tenders*. No alternative, conditional or contingent tenders will be accepted. All tendering holders of Old Notes, by execution of this Letter of Transmittal, shall waive any right to receive notice of the acceptance of Old Notes for exchange.

Neither the Company, the Exchange Agent nor any other person is obligated to give notice of any defect or irregularity with respect to any tender of Old Notes nor shall any of them incur any liability for failure to give any such notice.

12. *Lost, Destroyed or Stolen Certificates*. If any Certificate(s) representing Old Notes has been lost, destroyed or stolen, the holder should promptly notify the Exchange Agent. The holder will then be instructed as to the steps that must be taken in order to replace the Certificate(s). This Letter of Transmittal and related documents cannot be processed until the procedures for replacing lost, destroyed or stolen Certificate(s) have been followed.

13. *Security Transfer Taxes*. Holders who tender their Old Notes for exchange will not be obligated to pay any transfer taxes in connection therewith. If, however, New Notes are to be delivered to, or are to be issued in the name of, any person other than the registered holder of the Old Notes tendered, or if a transfer tax is imposed for any reason other than the exchange of Old Notes in connection with the Exchange Offer, then the amount of any such transfer tax (whether imposed on the registered holder or any other persons) will be payable by the tendering holder. If satisfactory evidence of payment of such taxes or exemption therefrom is not submitted with the Letter of Transmittal, the amount of such transfer taxes will be billed directly to such tendering holder.

IMPORTANT: THIS LETTER OF TRANSMITTAL (OR FACSIMILE THEREOF) AND ALL OTHER REQUIRED DOCUMENTS MUST BE RECEIVED BY THE EXCHANGE AGENT ON OR PRIOR TO 5:00 P.M., NEW YORK CITY TIME, ON THE EXPIRATION DATE.

FAILURE TO COMPLETE AND RETURN THIS SUBSTITUTE FORM W-9 MAY RESULT IN BACKUP WITHHOLDING ON ANY PAYMENTS MADE TO YOU IN CONNECTION WITH THE EXCHANGE OFFER. PLEASE REVIEW THE ATTACHED GUIDELINES FOR CERTIFICATION OF TAXPAYER IDENTIFICATION NUMBER ON SUBSTITUTE FORM W-9 FOR ADDITIONAL DETAILS.

PAYER'S NAME: BOKF, NA dba Bank of Texas

Substitute **Form W-9** **Department of the Treasury** **Internal Revenue Service** **Payer's Request for Taxpayer Identification Number ("TIN")**	**PART 1—PLEASE PROVIDE YOUR TIN IN THE BOX AT RIGHT AND CERTIFY BY SIGNING AND DATING BELOW.** **OR**	TIN: (Social Security Number or Employer Identification Number)

PART 2 —TIN APPLIED FOR [ ] (Complete Certificate of Awaiting Taxpayer Identification Number below)

CERTIFICATION—UNDER PENALTIES OF PERJURY, I CERTIFY THAT:

(1) the number shown on this form is my correct Taxpayer Identification Number (or I am waiting for a number to be issued to me); and

(2) I am not subject to backup withholding either because (a) I am exempt from backup withholding or (b) I have not been notified by the Internal Revenue Service (the "IRS") that I am subject to backup withholding as a result of a failure to report all interest or dividends or (c) the IRS has notified me that I am no longer subject to backup withholding; and

(3) I am a U.S. person (including a U.S. resident alien).

CERTIFICATION INSTRUCTIONS—You must cross out item (2) above if you have been notified by the IRS that you are subject to backup withholding because of underreporting of interest or dividends on your tax return. However, if after being notified by the IRS that you were subject to backup withholding, you received another notification from the IRS that you were no longer subject to backup withholding, do not cross out item (2). (Also see instructions in the attached Guidelines.)

Signature:_____ Date:_____

YOU MUST COMPLETE THE FOLLOWING CERTIFICATE IF YOU ARE AWAITING (OR WILL SOON APPLY FOR) A TAXPAYER IDENTIFICATION NUMBER.

CERTIFICATE OF AWAITING TAXPAYER IDENTIFICATION NUMBER

I certify under penalties of perjury that a taxpayer identification number has not been issued to me and either (a) I have mailed or delivered an application to receive a taxpayer identification number to the appropriate Internal Revenue Service Center or Social Security Administration Office or (b) I intend to mail or deliver an application in the near future. I understand that if I do not provide a taxpayer identification number by the time of the exchange, all reportable payments made to me thereafter will be subject to backup withholding until I provide a number.

Signature: **Date:**

GUIDELINES FOR CERTIFICATION OF TAXPAYER IDENTIFICATION NUMBER ON SUBSTITUTE FORM W-9

Guidelines for Determining the Proper Identification Number to Give the Payor—Social Security numbers have nine digits separated by two hyphens: i.e., 000-00-0000. Employer identification numbers have nine digits separated by only one hyphen: i.e., 00-0000000. The table below will help determine the name and number to give the Payor.

For this type of account:	Give the name and SOCIAL SECURITY number of:
1. An individual's account	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account(1)
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor (2)
4. a. The usual revocable savings trust account (grantor is also trustee)	The grantor-trustee(1)
b. So-called trust account that is not a legal or valid trust under state law	The actual owner(1)
5. Sole proprietorship account or single owner LLC	The owner(3)

For this type of account:	Give the name and EMPLOYER IDENTIFICATION number of:
6. A valid trust, estate, or pension trust	Legal entity (Do not furnish the identifying number of the personal representative or trustee unless the legal entity itself is not designated in the account title.)(4)
7. Corporate account	The corporation
8. Association, club, religious, charitable, educational, or other tax exempt organization account	The organization
9. Partnership	The partnership
10. A broker or registered nominee	The broker or nominee
11. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district or prison) that receives agricultural program payments	The public entity

(1) List first and circle the name of the person whose number you furnish. If only one person on a joint account has a social security number that person's number must be furnished.

(2) Circle the minor's name and furnish the minor's social security number.

(3) You must show your individual name. You may also enter your business or "doing business as" name. You may use either your social security number or, if you have one, your employer identification number.

(4) List first and circle the name of the legal trust, estate or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

NOTE: If no name is circled when there is more than one name listed, the number will be considered to be that of the first name listed.

Obtaining a Number

If you don't have a taxpayer identification number or you don't know your number, obtain Form SS-5, Application for a Social Security Number Card, or Form SS-4, Application for Employer Identification Number, at a local office of the Social Security Administration or the Internal Revenue Service and apply for a number. You may also obtain Form SS-4 by calling the IRS at 1-800-TAX-FORM.

Payees Exempt from Backup Withholding

Payees specifically exempted from backup withholding on ALL payments include the following:

— An organization exempt from tax under Section 501(a), an individual retirement account (IRA), or a custodial account under Section 403(b)(7), if the account satisfies the requirements of Section 401(f)(2).
— The United States or a state thereof, the District of Columbia, a possession of the United States, or a political subdivision or wholly-owned agency or instrumentality or any one or more of the foregoing.
— An international organization or any agency or instrumentality thereof.

Payees specifically exempted from backup withholding on interest and dividend payments include the following:

— A corporation.
— A financial institution.
— A registered dealer in securities or commodities registered in the U.S., the District of Columbia, or a possession of the U.S.
— A real estate investment trust.
— A common trust fund operated by a bank under section 584(a).
— An entity registered at all times during the tax year under the Investment Company Act of 1940.
— A foreign central bank of issue.
— A middleman known in the investment community as a nominee or who is listed in the most recent publication of the American Society of Corporate Secretaries, Inc., Nominee List.
— A futures commission merchant registered with the Commodity Futures Trading Commission.

Payments of dividends and patronage dividends not generally subject to backup withholding include the following:

— Payments to nonresident aliens subject to withholding under section 1441.
— Payments to partnerships not engaged in a trade or business in the U.S. and that have at least one nonresident partner.
— Payments of patronage dividends not paid in money.
— Payments made by certain foreign organizations.
— Section 404(k) payments made by an ESOP.

Payments of interest not generally subject to backup withholding include the following:

— Payments of interest on obligations issued by individuals. Note: You may be subject to backup withholding if this interest is $600 or more and is paid in the course of the payer's trade or business and you have not provided your correct taxpayer identification number to the payer.
— Payments of tax-exempt interest (including exempt-interest dividends under section 852).
— Payments described in section 6049(b)(5) to non-resident aliens.
— Payments on tax-free covenant bonds under section 1451.
— Payments made by certain foreign organizations.
— Mortgage interest paid to you.

Exempt payees described above may file Form W-9 to avoid possible erroneous backup withholding. FILE THIS FORM WITH THE PAYER, FURNISH YOUR TAXPAYER IDENTIFICATION NUMBER, WRITE "EXEMPT" ON THE FACE OF THE FORM, SIGN AND DATE THE FORM, AND RETURN IT TO THE PAYER.

Certain payments other than interest, dividends, and patronage dividends that are not subject to information reporting are also not subject to backup withholding. For details, see sections 6041, 6041A, 6042, 6044, 6045, 6049, 6050A, 6050N, and their regulations.

Privacy Act Notice. Section 6109 requires most recipients of dividend, interest, or other payments to give taxpayer identification numbers to payers who must report the payments to IRS. The IRS uses the numbers for identification purposes and to help verify the accuracy of tax returns. The IRS also may provide this information to the Department of Justice for civil and criminal litigation and to cities, states, and the District of Columbia to carry out their tax laws. Payers must be given the numbers whether or not recipients are required to file tax returns. Payers must generally withhold 30% of taxable interest, dividend, and certain other payments to a payee who does not furnish a taxpayer identification number to a payer. Certain penalties may also apply.

Penalties

1) Penalty for Failure to Furnish Taxpayer Identification Number.—If you fail to furnish your taxpayer identification number to a payer, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

2) Civil Penalty for False information With Respect to Withholding.—If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a penalty of $500.

3) Criminal Penalty for Falsifying Information.—Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

FOR ADDITIONAL INFORMATION, CONTACT YOUR TAX CONSULTANT OR THE INTERNAL REVENUE SERVICE.

FIRST CASH FINANCIAL SERVICES, INC.

Letter to The Depository Trust Company Participants
for

$200,000,000 aggregate principal amount of 6.75% Senior Notes due 2021
for $200,000,000 aggregate principal amount of new 6.75% Senior Notes due 2021
which have been registered under the Securities Act of 1933

THE EXCHANGE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 5:00 P.M., NEW YORK CITY TIME, ON , 2014, UNLESS THE OFFER IS EXTENDED (SUCH TIME AND DATE, AS THE SAME MAY BE EXTENDED FROM TIME TO TIME, THE "EXPIRATION DATE"). OLD NOTES TENDERED IN THE EXCHANGE OFFER MAY BE WITHDRAWN AT ANY TIME PRIOR TO 5:00 P.M., NEW YORK CITY TIME, ON THE EXPIRATION DATE.

, 2014

To The Depository Trust Company Participants:

We are enclosing with this letter the materials listed below relating to the offer by First Cash Financial Services, Inc. (the "Company") to exchange our 6.75% Senior Notes due 2021 guaranteed on a senior unsecured basis by each of our existing and future subsidiaries that incur or guarantee indebtedness under our revolving credit facility (the "New Notes"), the issuance of which has been registered under the Securities Act of 1933 (the "Securities Act"), for a like principal amount of our issued and outstanding unregistered 6.75% Senior Notes due 2021 guaranteed on a senior unsecured basis by each of our existing and future subsidiaries that incur or guarantee indebtedness under our revolving credit facility (the "Old Notes"), upon the terms and subject to the conditions set forth in the Company's prospectus dated , 2014 and the related letter of transmittal.

We are enclosing copies of the following documents:

1. Prospectus dated , 2014;
2. Letter of transmittal, together with accompanying Substitute Form W-9 Guidelines; and
3. Letter that may be sent to your clients for whose account you hold Old Notes in your name or in the name of your nominee, with space provided for obtaining that client's instruction with regard to the exchange offer.

We urge you to contact your clients promptly. Please note that the exchange offer will expire at 5:00 p.m., New York City time, on , 2014, unless sooner terminated or extended.

The exchange offer is not conditioned upon any minimum aggregate principal amount of Old Notes being tendered for exchange.

Pursuant to the letter of transmittal, each holder of Old Notes will represent to the Company and the guarantors that:

- any New Notes received are being acquired in the ordinary course of business of the person receiving such New Notes;
- such person does not have an arrangement or understanding with any person to participate in the distribution (within the meaning of the Securities Act) of New Notes to be received in the exchange offer in violation of the provisions of the Securities Act;

- such person is not an “affiliate,” as defined in Rule 405 under the Securities Act, of the Company or any guarantor, or, if it is such an affiliate, it will comply with the registration and prospectus delivery requirements of the Securities Act to the extent applicable;
- if such person is not a broker-dealer, it is not engaged in, and does not intend to engage in, a distribution (within the meaning of the Securities Act) of such New Notes;
- if such person is a broker-dealer, the Old Notes were acquired by such broker-dealer for its own account as a result of market-making activities or other trading activities, and it will deliver a prospectus meeting the requirements of the Securities Act in connection with any resale of such New Notes (provided that, by so acknowledging and by delivering a Prospectus, such broker-dealer will not be deemed to admit that it is an “underwriter” within the meaning of the Securities Act);
- if such person is a broker-dealer, it did not purchase the Old Notes to be exchanged for the New Notes from the Company or any guarantor; and
- such person is not acting on behalf of any person or entity who could not truthfully and completely make the foregoing representations.

The enclosed Letter to Clients contains an authorization by the beneficial owners of the Old Notes for you to make the foregoing representations.

The Company will not pay any fee or commission to any broker or dealer or to any other person (other than the exchange agent) in connection with the solicitation of tenders of Old Notes under the exchange offer. The Company will pay or cause to be paid any transfer taxes payable on the transfer of Old Notes to it, except as otherwise provided in Instruction 7 of the enclosed letter of transmittal.

Additional copies of the enclosed materials may be obtained from us upon request.

Very truly yours,

FIRST CASH FINANCIAL SERVICES, INC.

NOTHING HEREIN OR IN THE ENCLOSED DOCUMENTS SHALL CONSTITUTE YOU OR ANY OTHER PERSON AS AN AGENT OF THE COMPANY OR THE EXCHANGE AGENT, OR AUTHORIZE YOU OR ANY OTHER PERSON TO USE ANY DOCUMENT OR MAKE ANY STATEMENTS ON BEHALF OF ANY OF THEM WITH RESPECT TO THE EXCHANGE OFFER, EXCEPT FOR STATEMENTS EXPRESSLY MADE IN THE PROSPECTUS OR THE LETTER OF TRANSMITTAL.

FIRST CASH FINANCIAL SERVICES, INC.

Letter to Clients
for

$200,000,000 aggregate principal amount of 6.75% Senior Notes due 2021
for $200,000,000 aggregate principal amount of new 6.75% Senior Notes due 2021
which have been registered under the Securities Act of 1933

THE EXCHANGE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 5:00 P.M., NEW YORK CITY TIME, ON , 2014, UNLESS THE OFFER IS EXTENDED (SUCH TIME AND DATE, AS THE SAME MAY BE EXTENDED FROM TIME TO TIME, THE "EXPIRATION DATE"). OLD NOTES TENDERED IN THE EXCHANGE OFFER MAY BE WITHDRAWN AT ANY TIME PRIOR TO 5:00 P.M., NEW YORK CITY TIME, ON THE EXPIRATION DATE.

To Our Clients:

We are enclosing with this letter a prospectus dated , 2014 of First Cash Financial Services, Inc. (the "Company") and the related letter of transmittal. These two documents together constitute the Company's offer to exchange its 6.75% Senior Notes due 2021 guaranteed on a senior unsecured basis by each of its existing and future subsidiaries that incur or guarantee indebtedness under its revolving credit facility (the "New Notes"), the issuance of which has been registered under the Securities Act of 1933 (the "Securities Act"), for a like principal amount of its issued and outstanding unregistered 6.75% Senior Notes due 2021 guaranteed on a senior unsecured basis by each of its existing and future subsidiaries that incur or guarantee indebtedness under its revolving credit facility (the "Old Notes").

The exchange offer is not conditioned upon any minimum aggregate principal amount of Old Notes being tendered for exchange.

This material is being forwarded to you as the beneficial owner of Old Notes carried by us in your account but not registered in your name. A tender of your Old Notes held by us can be made only by us as the record holder according to your instructions. The letter of transmittal is furnished to you for your information only and cannot be used by you to tender Old Notes held by us for your account.

We request instructions as to whether you wish to tender any or all of the Old Notes held by us for your account under the terms and conditions of the exchange offer. We also request that you confirm that we may, on your behalf, make the representations contained in the letter of transmittal.

Pursuant to the letter of transmittal, each holder of Old Notes will represent to the Company and the guarantors that:

- any New Notes received are being acquired in the ordinary course of business of the person receiving such New Notes;
- such person does not have an arrangement or understanding with any person to participate in the distribution (within the meaning of the Securities Act) of New Notes to be received in the exchange offer in violation of the provisions of the Securities Act;
- such person is not an "affiliate," as defined in Rule 405 under the Securities Act, of the Company or any guarantor, or, if it is such an affiliate, it will comply with the registration and prospectus delivery requirements of the Securities Act to the extent applicable;
- if such person is not a broker-dealer, it is not engaged in, and does not intend to engage in, a distribution (within the meaning of the Securities Act) of such New Notes;

- if such person is a broker-dealer, the Old Notes were acquired by such broker-dealer for its own account as a result of market-making activities or other trading activities, and it will deliver a prospectus meeting the requirements of the Securities Act in connection with any resale of such New Notes (provided that, by so acknowledging and by delivering a Prospectus, such broker-dealer will not be deemed to admit that it is an "underwriter" within the meaning of the Securities Act);
- if such person is a broker-dealer, it did not purchase the Old Notes to be exchanged for the New Notes from the Company or any guarantor; and
- such person is not acting on behalf of any person or entity who could not truthfully and completely make the foregoing representations.

Please return your instructions to us in the enclosed envelope within ample time to permit us to submit a tender on your behalf prior to the expiration date of the exchange offer.

INSTRUCTION TO DTC PARTICIPANT

To Participant of The Depository Trust Company:

The undersigned hereby acknowledges receipt and review of the prospectus dated , 2014 of First Cash Financial Services, Inc. and the related letter of transmittal. These two documents together constitute the Company's offer to exchange its 6.75% Senior Notes due 2021 guaranteed on a senior unsecured basis by each of our existing and future subsidiaries that incur or guarantee certain indebtedness including indebtedness under our revolving credit facility (the "New Notes"), the issuance of which has been registered under the Securities Act of 1933, for a like principal amount of its issued and outstanding unregistered 6.75% Senior Notes due 2021 guaranteed on a senior unsecured basis by each of our existing and future subsidiaries that incur or guarantee certain indebtedness including indebtedness under our revolving credit facility (the "Old Notes").

This will instruct you, the registered holder and DTC participant, as to the action to be taken by you relating to the exchange offer for the Old Notes held by you for the account of the undersigned.

OLD NOTES

The aggregate principal amount of the Old Notes held by you for the account of the undersigned is (fill in amount):

$

With respect to the exchange offer, the undersigned hereby instructs you (check appropriate box):

☐ **TO TENDER all Old Notes held by you for the account of the undersigned.**

☐ **TO TENDER the following amount of Old Notes held by you for the account of the undersigned:**

$

☐ **NOT TO TENDER any Old Notes held by you for the account of the undersigned.**

If no box is checked, a signed and returned Instruction to DTC Participant will be deemed to instruct you to tender all Old Notes held by you for the account of the undersigned.

If the undersigned instructs you to tender the Old Notes held by you for the account of the undersigned, it is understood that you are authorized to make, on behalf of the undersigned (and the undersigned, by its signature below, hereby makes to you), the representations contained in the letter of transmittal that are to be made with respect to the undersigned as a beneficial owner, including, but not limited to, the representations that:

- any New Notes received are being acquired in the ordinary course of business of the person receiving such New Notes;
- such person does not have an arrangement or understanding with any person to participate in the distribution (within the meaning of the Securities Act) of New Notes to be received in the exchange offer in violation of the provisions of the Securities Act;
- such person is not an "affiliate," as defined in Rule 405 under the Securities Act, of the Company or any guarantor, or, if it is such an affiliate, it will comply with the registration and prospectus delivery requirements of the Securities Act to the extent applicable;
- if such person is not a broker-dealer, it is not engaged in, and does not intend to engage in, a distribution (within the meaning of the Securities Act) of such New Notes;
- if such person is a broker-dealer, the Old Notes were acquired by such broker-dealer for its own account as a result of market-making activities or other trading activities, and it will deliver a

prospectus meeting the requirements of the Securities Act in connection with any resale of such New Notes (provided that, by so acknowledging and by delivering a Prospectus, such broker-dealer will not be deemed to admit that it is an "underwriter" within the meaning of the Securities Act);

- if such person is a broker-dealer, it did not purchase the Old Notes to be exchanged for the New Notes from the Company or any guarantor; and
- such person is not acting on behalf of any person or entity who could not truthfully and completely make the foregoing representations.

SIGN HERE

Name of beneficial owner(s): _____

Signature(s): _____

Name(s) (please print): _____

Address: _____

Telephone Number: _____

Taxpayer Identification or Social Security Number: _____

☐ **CHECK HERE IF YOU ARE A BROKER-DEALER**

Date: _____