

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

**FORM 8-K**

**CURRENT REPORT  
PURSUANT TO SECTION 13 OR 15(d) OF THE  
SECURITIES EXCHANGE ACT OF 1934**

Date of Report (Date of earliest event reported):  
**February 20, 2014 (February 20, 2014)**

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

(Exact name of registrant as specified in charter)

**Delaware**  
(State or other jurisdiction of  
incorporation or organization)

**0-25370**  
(Commission File Number)

**45-0491516**  
(IRS Employer Identification  
No.)

**5501 Headquarters Drive  
Plano, Texas 75024**  
(Address of principal executive offices and zip code)

**(972) 801-1100**  
(Registrant's telephone  
number, including area code)

**N/A**  
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the Registrant under any of the following provisions (see General Instruction A.2. below):

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

**Item 1.01 Entry into a Material Definitive Agreement.**

On February 20, 2014, Rent-A-Center, Inc. (the "Company") entered into a Waiver agreement with JPMorgan Chase Bank, N.A., as administrative agent ("JPMorgan") and the other lenders party thereto pursuant to which the lenders agreed to waive compliance with certain provisions in the Fourth Amended and Restated Credit Agreement, dated July 14, 2011 (as heretofore amended and as may be further amended, supplemented or otherwise modified from time to time, the "Credit Agreement") among the Company, the lenders party thereto and JPMorgan, as administrative agent, permitting the Company, subject to the approval of the Company's board of directors, to declare on March 6, 2014 a cash dividend on the common stock of the Company, par value \$0.01 per share ("Common Stock"), and to subsequently pay such dividend to the applicable holders of such Common Stock, in each case, in an aggregate amount not to exceed \$15,000,000. The foregoing description of the Waiver is qualified in its entirety by reference to the full text of the Waiver, a copy of which is filed as Exhibit 10.1 hereto and incorporated herein by reference.

**Item 9.01 Financial Statements and Exhibits**

10.1 Waiver, dated February 20, 2014, among Rent-A-Center, Inc., as borrower, the lenders party thereto and JPMorgan Chase Bank, N.A., as administrative agent.

---

**SIGNATURES**

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

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

Date: February 20, 2014

By: /s/ Robert D. Davis  
Robert D. Davis  
Chief Executive Officer

4

---

**EXHIBIT INDEX**

<u>Exhibit No.</u>	<u>Description</u>
10.1	Waiver, dated February 20, 2014, among Rent-A-Center, Inc., as borrower, the lenders party thereto and JPMorgan Chase Bank, N.A., as administrative agent.

5

WAIVER, dated as of February 20, 2014 (this "Waiver"), to the Fourth Amended and Restated Credit Agreement, dated as of July 14, 2011 (as heretofore amended and as may be further amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Rent-A-Center, Inc. (the "Borrower"), the Lenders party thereto and JPMorgan Chase Bank, N.A., as Administrative Agent.

WITNESSETH :

WHEREAS, the Borrower, the Lenders and the Administrative Agent are parties to the Credit Agreement;

WHEREAS, the Borrower intends, subject to approval by the Borrower's board of directors, to declare on March 6, 2014 a cash dividend on the common stock of the Borrower, par value \$0.01 per share ("Common Stock"), and to subsequently pay such dividend to the applicable holders of such Common Stock, in each case, in an aggregate amount not to exceed \$15,000,000 (collectively, the "Dividend Payment");

WHEREAS, in connection with the foregoing, the Borrower has requested that the Lenders waive compliance as set forth herein with the proviso set forth in Section 7.6(b) of the Credit Agreement; and

WHEREAS, in connection with the foregoing, the Lenders are willing to grant the waiver.

NOW, THEREFORE, in consideration of the premises contained herein, the parties hereto agree as follows:

1. Defined Terms. Unless otherwise defined herein, capitalized terms used herein which are defined in the Credit Agreement are used herein as therein defined.
2. Waiver. Effective as of the Waiver Effective Date (as defined below), the Lenders party hereto (which constitute the Required Lenders) hereby waive compliance with the proviso set forth in Section 7.6(b) of the Credit Agreement solely in connection with the Dividend Payment (it being understood and agreed that the amount of such Dividend Payment paid to the applicable holders of the Common Stock shall be included in determining compliance with any Restricted Payment that is made (a) at any time after the Dividend Payment is so paid and (b) pursuant to the proviso set forth in Section 7.6(b) of the Credit Agreement).
3. Representations and Warranties. The Borrower hereby represents that as of the Waiver Effective Date (a) each of the representations and warranties made by any Loan Party in or pursuant to the Loan Documents is true and correct in all material respects as if made on and as of such date (it being understood and agreed that any representation or warranty that by its terms is made as of a specific date shall be required to be true and correct in all material respects only as of such specified date), and (b) no Default or Event of Default has occurred and is continuing, in each case, after giving effect to the waiver contemplated herein.
4. Effectiveness of Waiver. The waiver provided in Section 2 above shall become effective on and as of the date (such date the "Waiver Effective Date") that the Administrative Agent shall have received

counterparts to this Waiver duly executed by the Borrower, the Administrative Agent, and the Required Lenders.

5. Expenses. The Borrower agrees to pay and reimburse the Administrative Agent for all its reasonable and documented out-of-pocket costs and expenses incurred in connection with the preparation and delivery of this Waiver, including, without limitation, the reasonable fees and disbursements of one outside counsel to the Administrative Agent.

6. Effect. Except as expressly waived hereby, all of the representations, warranties, terms, covenants and conditions of the Loan Documents shall remain unamended, unmodified and not waived and shall continue to be in full force and effect. The Borrower and the other parties hereto acknowledge and agree that this Waiver shall constitute a Loan Document. This Waiver shall not constitute an amendment or waiver of any provision of the Credit Agreement or any other Loan Document not expressly referred to herein and shall not be construed as a waiver or consent to any further or future action on the part of the Borrower that would require a waiver or consent of the Lenders or any Agent.

7. Counterparts. This Waiver may be executed by one or more of the parties to this Waiver on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Waiver by facsimile transmission, by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by a combination of such means, shall be effective as delivery of a manually executed counterpart hereof

8. GOVERNING LAW. THIS WAIVER AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS WAIVER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the parties hereto have caused this Waiver to be duly executed and delivered by their proper and duly authorized officers as of the day and year first above written.

RENT-A-CENTER, INC.

By /s/ Mike Wilding  
 Name: Mike Wilding  
 Title: Interim Chief Financial Officer

SIGNATURE PAGE TO THE WAIVER

---

JPMORGAN CHASE BANK, N.A., as Administrative  
Agent and Lender

By /s/ Greg T. Martin  
Name: Greg T. Martin  
Title: Authorized Officer

SIGNATURE PAGE TO THE WAIVER

---

AMEGY BANK NATIONAL ASSOCIATION, as  
Lender

By /s/ Daniel. L. Cox  
Name: Daniel. L. Cox  
Title: Senior Vice President

SIGNATURE PAGE TO THE WAIVER

---

BRANCH BANKING AND TRUST COMPANY, as  
Lender

By /s/ Janet L. Wheeler  
Name: Janet L. Wheeler  
Title: Vice President

SIGNATURE PAGE TO THE WAIVER

---

Bank of America, N.A., as Lender

By /s/ David McCauley  
Name: David McCauley  
Title: Senior Vice President

SIGNATURE PAGE TO THE WAIVER

---

BOKE, N.A. dba Bank of Texas, as Lender

By /s/ Amanda J. Austin  
Name: Amanda J. Austin  
Title: Vice President

SIGNATURE PAGE TO THE WAIVER

---

Citibank, N.A., as Lender

By /s/ David C. Hauglid  
Name: David C. Hauglid  
Title: Senior Vice President

SIGNATURE PAGE TO THE WAIVER

---

COMPASS BANK dba BBVA COMPASS, as Lender

By /s/ Ramon Garcia  
Name: Ramon Garcia  
Title: Director

SIGNATURE PAGE TO THE WAIVER

---

Fifth Third Bank, as Lender

By /s/ Matthew Lewis  
Name: Matthew Lewis  
Title: Vice President

SIGNATURE PAGE TO THE WAIVER

---

INTRUST Bank, N.A., as Lender

By /s/ Roger G. Eastwood  
Name: Roger G. Eastwood  
Title: Division Director

SIGNATURE PAGE TO THE WAIVER

---

ROYAL BANK OF CANADA, as Lender

By /s/ Jennifer Lee-You  
Name: Jennifer Lee-You  
Title: Attorney In Fact (New York)

SIGNATURE PAGE TO THE WAIVER

---

Union Bank, N.A., as Lender

By /s/ Katie Cunningham  
Name: Katie Cunningham  
Title: Vice President

SIGNATURE PAGE TO THE WAIVER

---