
**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):
May 25, 2018**

Rent-A-Center, Inc.
(Exact Name of Registrant as Specified in Charter)

Delaware
(State or other jurisdiction
of incorporation)

001-38047
(Commission
File Number)

45-0491516
(IRS Employer
Identification No.)

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

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

Not Applicable
(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:

- 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-14(c) under the Exchange Act (17 CFR 240.13e-14(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§ 240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 1.01 Entry into a Material Definitive Agreement.

On May 25, 2018, Rent-A-Center, Inc. (the “Company”) entered into a Letter Agreement (the “Letter Agreement”) with Engaged Capital Flagship Master Fund, LP, Engaged Capital Co-Invest V, LP, Engaged Capital Co-Invest V-A, LP, Engaged Capital Flagship Fund, LP, Engaged Capital Flagship Fund, Ltd., Engaged Capital, LLC, Engaged Capital Holdings, LLC and Glenn W. Welling (such Engaged entities and Mr. Welling collectively referred to as the “Engaged Group”). This Letter Agreement modified that certain Cooperation Agreement (the “Cooperation Agreement”), dated February 5, 2018, by and among the Company and the Engaged Group.

Pursuant to the Cooperation Agreement, the Engaged Group previously submitted candidates to the Nominating and Corporate Governance Committee (the “Nominating Committee”) to be considered for possible nomination as a director candidate in the Company’s proxy materials for election to the Company’s board of directors (the “Board”) at the Company’s 2018 annual meeting of the stockholders (the “2018 Annual Meeting”), including Ms. Carol McFate. Members of the Nominating Committee interviewed Ms. McFate and confirmed her qualifications to serve on the Board.

The Company and the Engaged Group determined it to be in the best interests of the Company to defer Ms. McFate’s candidacy as a director during the 2018 director election cycle and/or the pendency of the Board’s on-going review of strategic and financial alternatives to maximize stockholder value. Accordingly, the Letter Agreement provides, among other things, that the Engaged Group elected to waive its right under the Cooperation Agreement to put forth Ms. McFate as a potential director nominee for election at the 2018 Annual Meeting.

Pursuant to the Letter Agreement, the Company agreed that at any time prior to the termination of the Cooperation Agreement, the Engaged Group may provide written notice to the Company and the Nominating Committee recommending a director candidate, which may be Ms. McFate, to fill a vacant directorship on the Board; provided such candidate satisfies (or, in the case of Ms. McFate, continues to satisfy) the requirements set forth in the Cooperation Agreement.

The foregoing description of the Letter Agreement is qualified in its entirety by reference to the full text of the Letter Agreement, which is filed herewith as Exhibit 10.1 and incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits

(d) The following exhibits are being filed herewith:

<u>Exhibit No.</u>	<u>Description</u>
10.1	<u>Letter Agreement, dated May 25, 2018, by and among Rent-A-Center, Inc., Engaged Capital Flagship Master Fund, LP, Engaged Capital Co-Invest V, LP, Engaged Capital Co-Invest V-A, LP, Engaged Capital Flagship Fund, LP, Engaged Capital Flagship Fund, Ltd., Engaged Capital, LLC, Engaged Capital Holdings, LLC and Glenn W. Welling</u>

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: May 29, 2018

By: /s/ Dawn M. Wolverton

Dawn M. Wolverton

Vice President — Assistant General Counsel and Secretary

May 25, 2018

Rent-A-Center, Inc.
5501 Headquarters Drive
Plano, Texas 75024
Attention: Dawn M. Wolverton

Re: Recommendation of Directors under the Cooperation Agreement

Dear Ms. Wolverton:

Reference is made to that certain Cooperation Agreement (the "Cooperation Agreement"), dated February 5, 2018, by and among Rent-A-Center, Inc. (the "Company"), Engaged Capital Flagship Master Fund, LP, Engaged Capital Co-Invest V, LP, Engaged Capital Co-Invest V-A, LP, Engaged Capital Flagship Fund, LP, Engaged Capital Flagship Fund, Ltd., Engaged Capital, LLC, Engaged Capital Holdings, LLC and Glenn W. Welling (such Engaged entities and Mr. Welling collectively referred to as the "Engaged Group"). Capitalized terms used and not defined herein shall have the meanings given to such terms in the Cooperation Agreement.

The Engaged Group and the Company hereby acknowledge and agree that:

1. Pursuant to Section 2 of the Cooperation Agreement and subject to the procedures therein, the Engaged Group previously submitted to the Nominating Committee candidates to be considered for nomination as a director candidate in the Company's proxy materials for election to the board of directors of the Company (the "Board") at the Company's 2018 annual meeting of the stockholders (the "2018 Annual Meeting") scheduled to occur on June 5, 2018.
2. In accordance with the Cooperation Agreement, the Engaged Group previously submitted to the Company and the Nominating Committee Ms. Carol McFate as one such candidate. The Chairman of the Nominating Committee interviewed Ms. McFate and confirmed her qualifications to serve on the Board.
3. The Board's review of strategic and financial alternatives to maximize stockholder value (the "Strategic Alternatives Review") is on-going and, as previously publicly-disclosed, is anticipated to conclude by the end of the second quarter of this year. The Company and the Engaged Group have determined it to be in the best interests of the Company to defer Ms. McFate's candidacy as a director during the 2018 director election cycle and/or the pendency of the Strategic Alternatives Review. Accordingly, the Engaged Group has elected to waive its right under the Cooperation Agreement to put forth Ms. McFate as a potential director nominee for election at the 2018 Annual Meeting.

4. The Company agrees that at any time prior to the termination of the Cooperation Agreement, the Engaged Group may provide written notice to the Company and the Nominating Committee recommending a director candidate to fill a vacant directorship on the Board (the "Vacancy Director"), which may be Ms. McFate; provided, such candidate satisfies (or, in the case of Ms. McFate, continues to satisfy) the requirements set forth in the Cooperation Agreement.
5. The process of selecting and appointing the Vacancy Director shall follow substantially the same process set forth in Section 2(a) – 2(d) of the Cooperation Agreement that is used for the selection of the Settlement Directors.
6. Except as specifically amended or otherwise modified hereby, the Cooperation Agreement shall remain unmodified and continue in full force and effect. For the avoidance of doubt, nothing in this letter agreement shall affect the Engaged Group's rights with respect to the seventh director pursuant to Section 2(g) of the Cooperation Agreement in the event that the size of the Board is increased to seven (7) directors during the term of the Cooperation Agreement. All references to "this Agreement" in the Cooperation Agreement shall be deemed to include the amendments and modifications to the Cooperation Agreement contained herein.

This letter agreement shall be governed by and construed and enforced in accordance with, the laws of the State of Delaware without reference to the conflict of laws principles thereof.

This letter agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original, and such counterparts together shall constitute and be one and the same instrument. This letter agreement (or signature page thereto) may be executed and delivered by facsimile, or by e-mail of a portable document former (.pdf) file and delivery by such method will be deemed to have the same effect as if the original signature had been delivered.

[Signature Page Follows.]

Sincerely,

Engaged Capital Flagship Master Fund, LP

By: Engaged Capital, LLC
General Partner

By: /s/ Glenn W. Welling

Name: Glenn W. Welling

Title: Founder and Chief Investment Officer

Engaged Capital Co-Invest V, LP

By: Engaged Capital, LLC
General Partner

By: /s/ Glenn W. Welling

Name: Glenn W. Welling

Title: Founder and Chief Investment Officer

Engaged Capital Co-Invest V-A, LP

By: Engaged Capital, LLC
General Partner

By: /s/ Glenn W. Welling

Name: Glenn W. Welling

Title: Founder and Chief Investment Officer

Engaged Capital Flagship Fund, LP

By: Engaged Capital, LLC
General Partner

By: /s/ Glenn W. Welling

Name: Glenn W. Welling

Title: Founder and Chief Investment Officer

Engaged Capital Flagship Fund, Ltd.

By: /s/ Glenn W. Welling

Name: Glenn W. Welling

Title: Director

Engaged Capital, LLC

By: /s/ Glenn W. Welling

Name: Glenn W. Welling

Title: Founder and Chief Investment Officer

Engaged Capital Holdings, LLC

By: /s/ Glenn W. Welling

Name: Glenn W. Welling

Title: Sole Member

/s/ Glenn W. Welling

Glenn W. Welling

Agreed and Accepted as of the date first set forth above:

Rent-A-Center, Inc.

By: /s/ Christopher A. Korst

Name: Christopher A. Korst, EVP –
Chief Administrative Officer
& General Counsel