

**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):**  
June 8, 2021

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

*(Exact name of registrant as specified in its charter)*

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

**001-38047**  
**(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:

- 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)).

Securities registered or to be registered pursuant to Section 12(b) of the Act.

<b>Title of each class</b>	<b>Trading Symbol(s)</b>	<b>Name of each exchange on which registered</b>
Common Stock, \$0.01 Par Value	RCII	The Nasdaq Stock Market

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 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.**

The information contained in Item 8.01 hereof is incorporated herein by reference.

**Item 5.07 Submission of Matters to a Vote of Security Holders.**

At the 2021 Annual Meeting of Stockholders of Rent-A-Center, Inc. (the “Company”), held on June 8, 2021 (the “2021 Annual Meeting”), the Company’s stockholders voted on five matters: (1) the election or re-election of two Class III directors nominated by the Company’s board of directors, (2) the ratification of the Audit & Risk Committee’s selection of Ernst & Young LLP as the Company’s independent registered public accounting firm for the year ending December 31, 2021, (3) the advisory vote on the compensation of the named executive officers of the Company for the year ended December 31, 2020, as set forth in the Company’s proxy statement filed with the Securities and Exchange Commission on April 26, 2021, (4) the approval of the Rent-A-Center, Inc. 2021 Long-Term Incentive Plan (the “2021 LTIP”), and (5) the approval of an amendment to the Company’s Certificate of Incorporation to declassify the Company’s board of directors and provide for the annual election of the entire board of directors (the “Declassification Amendment”). The final voting results for each proposal are set forth below.

**Proposal One:** Having received more than a majority of votes cast at the meeting, each of the individuals named below was elected or re-elected as a Class III director:

<u>Nominee</u>	<u>Votes For</u>	<u>Votes Against</u>	<u>Abstentions</u>	<u>Broker Non-Votes</u>
Glenn Marino	54,229,769	3,916,057	20,871	2,714,786
B.C. Silver	57,856,279	287,194	23,224	2,714,786

**Proposal Two:** The selection of Ernst & Young LLP as the Company’s independent registered public accounting firm for the year ending December 31, 2021 was ratified with voting on the proposal as follows:

<u>Votes For</u>	<u>Votes Against</u>	<u>Abstentions</u>
60,584,341	275,079	22,063

**Proposal Three:** The compensation of the named executive officers of the Company for the year ended December 31, 2020 was approved, on an advisory basis, as follows:

<u>Votes For</u>	<u>Votes Against</u>	<u>Abstentions</u>	<u>Broker Non-Votes</u>
57,080,639	1,025,058	61,000	2,714,786

**Proposal Four:** The 2021 LTIP was approved with voting on the proposal as follows:

<u>Votes For</u>	<u>Votes Against</u>	<u>Abstentions</u>	<u>Broker Non-Votes</u>
56,485,576	1,634,768	46,353	2,714,786

**Proposal Five:** The Declassification Amendment was approved with voting on the proposal as follows:

<u>Votes For</u>	<u>Votes Against</u>	<u>Abstentions</u>	<u>Broker Non-Votes</u>
57,999,513	105,697	61,487	2,714,786

**Item 8.01 Other Events.**

At the 2021 Annual Meeting, the stockholders of the Company approved the Declassification Amendment. The Declassification Amendment was previously approved and adopted by the Company’s board of directors. The Declassification Amendment became effective upon the filing of a Certificate of Amendment with the Delaware Secretary of State on June 8, 2021.

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Each director of the Company tendered his or her resignation following the 2021 Annual Meeting and was subsequently reappointed by the remaining directors such that each director now serves a one-year term and will stand for election or re-election annually beginning at the Company's 2022 annual meeting of stockholders.

The description above is qualified in its entirety by reference to the full text of the Certificate of Amendment, which is attached as Exhibit 3.1 to this Current Report on Form 8-K and is incorporated herein by reference.

In connection with its approval of the 2021 LTIP, the Company's board of directors also approved certain forms of award agreements to be used to evidence awards of restricted stock units, performance stock units, stock options and deferred stock units granted thereunder. A description of the 2021 LTIP and the types of awards that may be granted thereunder was included with the Company's [Proxy Statement on Form DEF 14A, filed with the Securities and Exchange Commission on April 26, 2021](#), and is incorporated into this Item 8.01 by reference, and the 2021 LTIP and corresponding forms of award agreements are attached hereto as Exhibits 10.1-10.5 and are incorporated into this Item 8.01 by reference.

#### **Item 9.01 Financial Statements and Exhibits.**

*(d) Exhibits.*

<b>Exhibit No.</b>	<b>Description</b>
<a href="#">3.1</a>	<a href="#">Certificate of Amendment to the Certificate of Incorporation of Rent-A-Center, Inc., dated June 8, 2021.</a>
<a href="#">10.1</a>	<a href="#">Rent-A-Center, Inc. 2021 Long-Term Incentive Plan.</a>
<a href="#">10.2</a>	<a href="#">Form of Rent-A-Center, Inc. 2021 Long-Term Incentive Plan Restricted Stock Unit Award Agreement.</a>
<a href="#">10.3</a>	<a href="#">Form of Rent-A-Center, Inc. 2021 Long-Term Incentive Plan Performance Stock Unit Award Agreement.</a>
<a href="#">10.4</a>	<a href="#">Form of Rent-A-Center, Inc. 2021 Long-Term Incentive Plan Stock Option Award Agreement.</a>
<a href="#">10.5</a>	<a href="#">Form of Rent-A-Center, Inc. 2021 Long-Term Incentive Plan Deferred Stock Unit Award Agreement.</a>
104	Cover Page Interactive Data File (formatted in Inline XBRL and contained in Exhibit 101).

**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: June 9, 2021

By: /s/ Bryan Pechersky

Bryan Pechersky

Executive Vice President, General Counsel and Secretary

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**CERTIFICATE OF AMENDMENT  
OF THE  
CERTIFICATE OF INCORPORATION  
OF  
RENT-A-CENTER, INC.**

Pursuant to the provisions of Section 242 of the General Corporation Law of the State of Delaware (the “**DGCL**”), Rent-A-Center, Inc., a corporation organized and existing under the DGCL, hereby files this Certificate of Amendment to its Certificate of Incorporation, and certifies as follows:

1. The name of the corporation (hereinafter called the “**Corporation**”) is Rent-A-Center, Inc.
2. The Certificate of Incorporation of the Corporation was originally filed with the Secretary of State of the State of Delaware on November 26, 2002 (such Certificate of Incorporation and any previous amendments thereto referred to herein as the “**Certificate of Incorporation**”).
3. The Certificate of Incorporation is hereby amended as follows:

Subsections (2) and (3) of Article FIFTH are deleted in their entirety and replaced with the following:

“(2) Number, Election and Terms of Directors. The number, qualifications, terms of office, manner of appointment or election, time and place of meeting, compensation and powers and duties of the directors may be prescribed from time to time by the Bylaws, and the Bylaws may also contain any other provisions for the regulation and management of the affairs of the Corporation not inconsistent with the law or this Certificate of Incorporation.

The number of directors which shall constitute the whole Board of Directors of the Corporation shall be not less than one (1) as specified from time to time in the Bylaws of the Corporation. Each director shall hold office for a term expiring at the next annual meeting of the stockholders following such director’s appointment or election and until such director’s successor is duly elected and qualified, or until their earlier death, resignation, disqualification or removal. Nothing in this Certificate of Incorporation shall preclude a director from serving consecutive terms.

Election of directors need not be by written ballot unless the Bylaws of the Corporation shall so provide.

(3) Removal of Directors. Subject to the rights, if any, of any series of Preferred Stock then outstanding, any director, or the entire Board of Directors, may be removed from office at any time, with or without cause, by the affirmative vote of the holders of at least a majority of the voting power of all of the then-outstanding shares of capital stock of the Corporation then entitled to vote at an election of directors, voting together as a single class.”

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Subsection (4) of Article FIFTH is deleted in its entirety.

4. Except as expressly set forth in the foregoing amendment to the Certificate of Incorporation, the provisions of the Certificate of Incorporation shall remain the same and in full force and effect.

5. The Board of Directors duly adopted resolutions in accordance with Sections 141 and 242 of the DGCL, approving the foregoing amendment to the Certificate of Incorporation, declaring said amendment to be advisable and in the best interests of the Corporation, and directing that the foregoing amendment to the Certificate of Incorporation be considered and voted upon at the next annual meeting of the stockholders of the Corporation.

6. The foregoing amendment to the Certificate of Incorporation has been adopted by the stockholders of the Company in accordance with Section 242 of the DGCL.

*(Remainder of page intentionally left blank.)*

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IN WITNESS WHEREOF, the Corporation has caused this Certificate of Amendment to be executed this 8<sup>th</sup> day of June, 2021.

RENT-A-CENTER, INC.

By: /s/ Bryan Pechersky

Name: Bryan Pechersky

Title: Executive Vice President – General Counsel and Corporate Secretary

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## RENT-A-CENTER, INC.

2021 LONG-TERM INCENTIVE PLAN

1. Purpose. The purpose of the Rent-A-Center, Inc. 2021 Long-Term Incentive Plan (as amended from time to time, the “Plan”) is to foster the ability of Rent-A-Center, Inc. (the “Company”) and its subsidiaries to attract, motivate and retain key personnel and enhance stockholder value through the use of certain equity and cash incentive compensation opportunities. The Plan replaces the Rent-A-Center, Inc. 2016 Long-Term Incentive Plan (the “Prior Plan”) for Awards granted after the Effective Date. Awards may not be granted under the Prior Plan beginning on the Effective Date and any awards that remain outstanding under the Prior Plan as of the Effective Date shall be settled under the Plan, subject to their original terms and conditions and the Prior Plan shall be terminated as of the Effective Date.

2. Administration.

(a) Committee. The Plan will be administered by the compensation committee of the Company’s board of directors (the “Committee”).

(b) Responsibility and Authority of Committee. Subject to the provisions of the Plan, the Committee, acting in its discretion, will have responsibility and full power and authority to (i) select the persons to whom Awards under the Plan (“Awards”) will be made and when such Awards will be made, (ii) prescribe the types of Awards to be granted and the terms and conditions of each such Award and make amendments thereto, (iii) construe, interpret and apply the provisions of the Plan and of any Award Agreement evidencing an Award hereunder (each, an “Award Agreement”) or other document governing the terms of an Award made under the Plan, (iv) make any and all determinations and take any and all other actions as it deems necessary or desirable in order to carry out the terms of the Plan and any Award, (v) prescribe, amend and rescind rules and regulations relating to the Plan, including rules governing the Committee’s own operations, rules applicable to Award holders, (vi) correct any defect, supply any omission and reconcile any inconsistency in the Plan, (vii) accelerate the time or times at which (A) the Award becomes vested, unrestricted or may be exercised or (B) shares of Common Stock are delivered under the Award, (viii) waive or amend any goals, restrictions, vesting provisions or conditions set forth in any Award Agreement, or impose new goals, restrictions, vesting provisions and conditions, (ix) determine whether, to what extent and under what circumstances and method or methods Awards may be settled in cash, Shares of Common Stock, other securities, other Award or other Property and (x) exercise all powers granted to it under the Plan. Notwithstanding the foregoing, the Company’s board of directors (the “Board”) will have sole responsibility and authority for matters relating to the grant and administration of Awards to non-employee directors, and reference herein to the Committee with respect to any such matters will be deemed to refer to the Board. In exercising its responsibilities under the Plan, the Committee may obtain at the Company’s expense such advice, guidance and other assistance from outside compensation consultants and other professional advisers as it deems appropriate.

(c) Delegation of Authority. Subject to the requirements of applicable law, the Committee may delegate to any person or group or subcommittee of persons (who may, but need not be, members of the Committee) such Plan-related functions within the scope of its responsibility, power and authority on such terms and conditions as it deems appropriate; *provided, however*, that the Committee may not delegate authority to grant or administer Awards granted to the Company’s senior executive officers. Except as specifically provided to the contrary, references to the Committee include any person or group or subcommittee of persons to whom the Committee has delegated its duties and powers.

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(d) Committee Actions. A majority of the members of the Committee shall constitute a quorum. The Committee may act by the vote of a majority of its members present at a meeting at which there is a quorum or by unanimous written consent. The decision of the Committee as to any disputed question, including questions of construction, interpretation and administration, shall be final, binding and conclusive on all persons. The Committee shall keep a record of its proceedings and acts and shall keep or cause to be kept such books and records as may be necessary in connection with the proper administration of the Plan.

(e) Indemnification. The Company shall indemnify and hold harmless each member of the Committee or subcommittee appointed by the Committee and any employee or director of the Company or of a subsidiary to whom any duty or power relating to the administration or interpretation of the Plan is delegated from and against any loss, cost, liability (including any sum paid in settlement of a claim with the approval of the Board), damage and expense, including legal and other expenses incident thereto, arising out of or incurred in connection with the such person's services under the Plan, unless and except to the extent attributable to such person's fraud or willful misconduct. The foregoing right of indemnification will not be exclusive of any other rights of indemnification to which Committee member may otherwise be entitled under the Company's organizational documents, pursuant to any individual indemnification agreements between such Committee member and the Company, as a matter of law, or otherwise, or any other power that the Company may have to indemnify such persons or hold them harmless.

3. Eligibility. Awards under the Plan may be made to any present or future directors, officers, employees, consultants and other personnel of the Company or a subsidiary.

4. Limitations on Plan Awards.

(a) Aggregate Share Limitations. The aggregate number of shares of the Company's common stock, par value \$0.01 per share (the "Common Stock"), that may be issued pursuant to Awards granted under the Plan shall not exceed 5,000,000 shares of Common Stock. Up to 5,000,000 shares of Common Stock (as adjusted pursuant to Section 13 below) may be issued under the Plan covering a stock option granted as an "incentive stock option" (within the meaning of Section 422 of the Internal Revenue Code of 1986). Shares of Common Stock subject to awards that are assumed, converted or substituted under the Plan as a result of the Company's acquisition of another company (including by way of merger, combination or similar transaction) ("Acquisition Awards") will not count against the number of shares of Common Stock that may be granted under the Plan or be subject to the minimum vesting provisions in Section 11 below. Available shares under a stockholder approved plan of an acquired company (as appropriately adjusted to reflect the transaction) may be used for Awards under the Plan (subject to Nasdaq rules) and do not reduce the maximum number of shares of Common Stock available for grant under the Plan.

(b) Replacement of Shares. Shares of Common Stock subject to an Award that is forfeited, expires, terminates or is settled for cash (in whole or in part), to the extent of such forfeiture, expiration, termination or cash settlement will be available for future grants of Awards under the Plan and will be added back in the same number of shares of Common Stock as were deducted in respect of such Award. The payment of dividend equivalent rights in cash in conjunction with any outstanding Awards will not be counted against the shares of Common Stock available for issuance under the Plan. Shares of Common Stock tendered by an Award holder, repurchased by the Company using proceeds from the exercise of stock options, reserved for issuance upon grant of stock-settled stock appreciation rights to the extent the number of reserved shares exceeds the number of shares actually issued upon exercise of the stock appreciation rights or withheld by the Company in payment of the exercise price of a stock option or to satisfy any tax withholding obligation for an Award will not again be available for Awards under the Plan.

(d) Director Award Limitations. Aggregate Awards to any one non-employee director in respect of any calendar year, solely with respect to his or her service as a director, may not exceed \$800,000 based on the aggregate value of cash fees, cash-based Awards and Fair Market Value of stock-based Awards, in each case determined as of the grant date.

5. Stock Option Awards. Subject to the Plan, the Committee may grant stock options to such persons, at such times and upon such vesting and other conditions as the Committee, acting in its discretion, may determine.

(a) Minimum Exercise Price. The purchase price per share of Common Stock covered by an option granted under the Plan may not be less than the Fair Market Value per share of Common Stock on the date the option is granted. For purposes of the Plan, "Fair Market Value" means: (i) if the Common Stock is listed on an established stock exchange or traded on the Nasdaq Stock Market, the closing sales price (or the closing bid, if no sales were reported) as quoted on such exchange or market (or the exchange or market with the greatest volume of trading in the Common Stock) on the last market trading day prior to the day of determination, as reported in *The Wall Street Journal* or such other source as the Committee deems reliable, and (ii) if not so reported, as determined in accordance with a valuation methodology approved by the Committee. The exercise price under an option which is intended to qualify as an "incentive stock option" (within the meaning of Section 422 of the Internal Revenue Code of 1986) granted to an employee who is a 10% stockholder within the meaning of Section 422(b)(6) of the Code, may not be less than 110% of the Fair Market Value per share on the date the option is granted.

(b) Maximum Duration. Unless sooner terminated in accordance with its terms, an option will automatically expire on the tenth anniversary of the date it is granted (the fifth anniversary of the date it is granted in the case of an option which is intended to qualify as an "incentive stock option" granted to an employee who is a 10% stockholder).

(c) Nontransferability. No option shall be assignable or transferable except upon the optionee's death to a beneficiary designated by the optionee in a manner prescribed or approved for this purpose by the Committee or, if no designated beneficiary shall survive the optionee, pursuant to the optionee's will or by the laws of descent and distribution. During an optionee's lifetime, options may be exercised only by the optionee or the optionee's guardian or legal representative. Notwithstanding the foregoing, the Committee may permit, in its discretion, the inter vivos transfer of an optionee's options (other than options designated as "incentive stock options") by gift to any "family member" (within the meaning of Item A.1.(a)(5) of the General Instructions to Form S-8 or any successor provision), on such terms and conditions as the Committee deems appropriate.

(d) Manner of Exercise. An option may be exercised by transmitting to the Secretary of the Company (or such other person designated by the Committee) a written notice identifying the option being exercised and specifying the number of shares being purchased, together with payment of the exercise price and the amount of the applicable tax withholding obligations (unless other arrangements are made for the payment of such exercise and/or the satisfaction of such withholding obligations). The Committee, acting in its discretion, may permit the exercise price and withholding obligation to be paid in whole or in part in cash or by check, by means of a cashless exercise procedure to the extent permitted by law, by the surrender of previously-owned shares of Common Stock (to the extent of the Fair Market Value thereof) or, subject to applicable law, by any other form of consideration deemed appropriate.

(e) Rights as a Stockholder. No shares of Common Stock will be issued in respect of the exercise of an option until payment of the exercise price and the applicable tax withholding obligations have been made or arranged to the satisfaction of the Company. The holder of an option shall have no rights as a stockholder with respect to any shares covered by the option until the shares are issued pursuant to the exercise of the option.

6. Stock Awards. Subject to the Plan, the Committee may grant restricted stock, deferred stock, stock units (whether in the form of restricted stock units or deferred stock units), stock bonus and other stock Awards to such persons, at such times and upon such vesting and other conditions and restrictions as the Committee, acting in its discretion, may determine.

(a) Stock Certificates for Restricted Stock. As determined by the Committee in its discretion, shares of restricted stock issued pursuant to a stock Award may be evidenced by book entry on the Company's stock transfer records or by a stock certificate issued in the recipient's name and bearing an appropriate legend regarding the conditions and restrictions applicable to the shares. The Company may require that any stock certificates for restricted shares be held in custody by the Company or a designee pending the lapse of applicable forfeiture conditions and transfer restrictions. The Committee may condition the issuance of shares of restricted stock on the recipient's delivery to the Company of a stock power, endorsed in blank, for such shares.

(b) Stock Certificates for Vested Stock. As determined by the Committee in its discretion, the recipient of a stock Award which is vested at the time of grant or which thereafter becomes vested may be evidenced by book entry on the Company's stock transfer records or may be entitled to receive a stock certificate, free and clear of conditions and restrictions (except as may be imposed in order to comply with applicable law) for the shares covered by such vested Award, subject to the payment or satisfaction of applicable tax withholding obligations and, in the case of shares covered by a vested stock unit Award, subject to applicable deferral conditions permitted by Section 409A of the Code.

(c) Rights as a Stockholder. Unless otherwise determined by the Committee and set forth in the applicable Award Agreement, (i) the holder of a stock Award will not be entitled to receive dividend payments (or, in the case of an Award of stock units, dividend equivalent payments) with respect to the shares covered by the Award and (ii) the holder of shares of restricted stock may exercise voting rights pertaining to such shares.

(d) Nontransferability. Except as may be specifically permitted by the Committee in connection with transfers at death or pursuant to inter vivos gifts, no outstanding stock Award and no shares of stock covered by an outstanding stock Award may be sold, assigned, transferred, disposed of, pledged or otherwise hypothecated other than to the Company in accordance with the terms of the Award or the Plan. Any attempt to do any of the foregoing shall be null and void and, unless the Committee determines otherwise, shall result in the immediate forfeiture of the Award and/or the shares.

7. Other Equity-Based Awards. The Committee may grant stock appreciation rights, dividend equivalent payment rights, phantom shares, phantom stock units, bonus shares and other forms of equity-based Awards to eligible persons, subject to such terms and conditions as it may establish; *provided, however* that no dividend or dividend equivalent payment rights shall be attributable to Awards of stock appreciation rights or stock options. The base price for a stock appreciation right granted under the Plan may not be less than the Fair Market Value per share of stock covered by the Award at the time it is granted. Unless sooner termination in accordance with its terms, a stock appreciation right will automatically expire on the tenth anniversary of the date it is granted. Awards made pursuant to this section may entail the transfer of shares of Common Stock to a participant or the payment in cash or other property determined with reference to shares of Common Stock.

8. Cash Awards. The Committee may grant Awards in cash with the amount of the eventual payment subject to future service and such other restrictions and conditions as may be established by the Committee and set forth in the underlying agreement, including, but not limited to, continuous service with the Company and its subsidiaries, achievement of specific business objectives, increases in specified indices, attaining specified growth rates and other measurements of performance.

9. Performance-Based Equity and Cash Awards.

(a) General. The Committee may condition the grant, exercise, vesting or settlement of equity-based Awards or annual or long-term cash incentive Awards on the achievement of specified performance goals in accordance with this section. The applicable performance period for measuring achievement of specified performance goals may be any period designated by the Committee.

(b) Performance Goals. Any performance goal established in connection with an Award granted under the Plan may be based on any subjective or objective performance goal determined by the Committee in its discretion. The Committee, in its discretion, may determine to adjust any performance goals applicable to an Award.

(c) Calculation of Performance-Based Award. At the expiration of the applicable performance period, the Committee shall determine the extent to which the performance goals established pursuant to this Section 9 have been achieved and the extent to which each performance-based Award has been earned. The Committee may exercise its discretion to increase or decrease the amount or value of an Award that would otherwise be payable in accordance with the terms of a performance-based Award granted under the Plan.

10. Dividends and Dividend Equivalents. To the extent dividends or dividend equivalents are included in an Award Agreement for an applicable Award, the right to receive such dividends and dividend equivalent rights shall be subject to the same performance-vesting conditions and/or service-vesting conditions, as applicable, as the underlying Award, and no dividends or dividend equivalents shall be released to the Award holder until the Award to which they pertain has vested. For the avoidance of doubt, no dividends or dividend equivalent rights may be granted in connection with stock options or stock appreciation rights granted under the Plan.

11. Minimum Vesting Period. Notwithstanding any other provision of the Plan to the contrary, no Awards granted under the Plan, shall vest or be exercisable (in the case of stock options and stock appreciation rights), earlier than the date that is one year following the date the Award is granted; provided, however, that, notwithstanding the foregoing, (a) the Committee may provide that such restrictions may lapse or be waived upon the recipient's death or disability or termination of service, or in connection with a Change in Control (as defined in Section 13(b) below), (b) Awards that result in the issuance of an aggregate of up to five percent (5%) of the shares of Common Stock that may be authorized for grant under Section 4 (as such authorized number of shares of Common Stock may be adjusted as provided under the terms of the Plan) may be granted without respect to such minimum vesting provision, and (c) Awards may be granted to non-employee directors without respect to such minimum vesting provision.

12. Prohibition on Stock Option and Stock Appreciation Right Repricing. Except as provided in Section 13 (Adjustments; Change in Control), the Committee may not, without prior approval of the Company's stockholders, effect any repricing of any previously granted "underwater" stock option or stock appreciation right by: (a) amending or modifying the terms of the stock option or stock appreciation right to lower the exercise price; or (b) canceling the underwater stock option or stock appreciation right and granting either (i) replacement stock options or stock appreciation rights having a lower exercise price, or (ii) restricted stock, restricted stock units, or other stock-based award in exchange, or (iii) cancelling or repurchasing the underwater stock options or stock appreciation rights for cash or other securities. A stock option or stock appreciation right will be deemed to be "underwater" at any time when the Fair Market Value of the shares of Common Stock covered by such Award is less than the exercise price or base price of the Award.

13. Adjustments; Change in Control.

(a) Adjustments Upon Changes in Capitalization. The aggregate number and class of shares issuable under the Plan, the maximum number of shares with respect to which options, stock appreciation rights and other equity Awards may be granted to or earned by any employee in any calendar year, the number and class of shares and the exercise price or base price per share covered by each outstanding option and stock appreciation right, and the number and class of shares covered by each outstanding stock Award or other-equity-based Award, and any per-share base or purchase price or target market price included in the terms of any such Award, and related terms shall be adjusted by the Board or the Committee in such manner as it deems appropriate (including, without limitation, by payment of cash) to reflect any increase or decrease in the number of issued shares of Common Stock resulting from a recapitalization, stock split, reverse stock split, stock dividend, spinoff, split up, combination, reclassification or exchange of shares, merger, consolidation, rights offering, separation, reorganization or liquidation or any other change in the corporate structure or shares, including any extraordinary dividend or extraordinary distribution, and/or to reflect a change in the character or class of shares covered by the plan arising from a readjustment or recapitalization of the Company's capital stock.

(b) Change in Control.

(i) If an Award holder's employment or other service is terminated by the Company or any successor entity thereto without "cause" or by the Award holder for "good reason" (as each such term is defined in the applicable Award Agreement or an Award holder's executive transition agreement or employment agreement, if applicable) upon or within two (2) years after a Change in Control, (A) each Award granted to such Award holder prior to such Change in Control will become fully vested (including the lapsing of all restrictions and conditions) and, as applicable, exercisable as of the date of such termination of employment or other service, and (B) any shares deliverable pursuant to stock units will be delivered promptly (but no later than fifteen (15) days) following such termination.

(ii) As of the Change in Control date, any outstanding performance-based Awards will be deemed earned at the greater of the target level and the actual performance level through the Change in Control date for all open performance periods and will cease to be subject to any further performance conditions but will continue to be subject to time-based vesting following the Change in Control in accordance with the original vesting and/or performance period and subject to the provisions of clause (i) above.

(iii) Notwithstanding the foregoing, in the event of a Change in Control, an Award holder's Award will be treated, to the extent determined by the Committee to be permitted under Section 409A, in accordance with one or more of the following methods as determined by the Committee in its discretion: (A) settle such Awards for fair value (as determined in the discretion of the Committee), which in the case of options and stock appreciation rights, may equal the excess, if any, of the value of the consideration to be paid in the Change in Control transaction to holders of the same number of shares of Common Stock subject to such options or stock appreciation rights over the aggregate exercise price of such options or stock appreciation rights, as the case may be; (B) provide for the assumption of or the issuance of substitute awards that will substantially preserve the otherwise applicable terms of any affected Awards previously granted under the Plan, as determined by the Committee in its discretion; or (C) provide that for a period of at least twenty (20) days prior to the Change in Control, any options or stock appreciation rights that would not otherwise become exercisable prior to the Change in Control will be exercisable as to all shares of Common Stock subject thereto (but any such exercise will be contingent upon and subject to the occurrence of the Change in Control and if the Change in Control does not take place within a specified period after giving such notice for any reason whatsoever, the exercise will be null and void) and that any options or stock appreciation rights not exercised prior to the consummation of the Change in Control will terminate and be of no further force and effect as of the consummation of the Change in Control. In the event that the consideration paid in the Change in Control includes contingent value rights, the Committee will determine if Awards settled under clause (A) above are (1) valued at closing taking into account such contingent value rights (with the value determined by the Committee in its sole discretion) or (2) entitled to a share of such contingent value rights. For the avoidance of doubt, in the event of a Change in Control where all options and stock appreciation rights are settled for an amount (as determined in the sole discretion of the Committee) of cash or securities, the Committee may, in its sole discretion, terminate any option or stock appreciation right for which the exercise price is equal to or exceeds the per share value of the consideration to be paid in the Change in Control transaction without payment of consideration therefor. Similar actions to those specified in this clause (iii) may be taken in the event of a merger or other corporate reorganization that does not constitute a Change in Control.

(c) “Change in Control” means the occurrence of any of the following:

(i) any “person” (as that term is used in Sections 13(d) and 14(d)(2) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”)), is or becomes the beneficial owner (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of securities representing 30% or more of the combined voting power of the then outstanding securities of the Company eligible to vote for the election of the members of the Board (the “Company Voting Securities”), unless (A) such person is the Company, (B) such person is an employee benefit plan (or a trust which is a part of such a plan) which provides benefits exclusively to, or on behalf of, employees or former employees of the Company, (C) such person is the Award holder, an entity controlled by the Award holder or a group which includes the Award holder, or (D) such person acquired such securities in a Non-Qualifying Transaction (as defined in clause (iv) below);

(ii) during any period of not more than twelve (12) months, individuals who constitute the Board as of the beginning of the period (the “Incumbent Directors”) cease for any reason to constitute at least a majority of the Board, provided that any person becoming a director subsequent to the beginning of such period, whose election or nomination for election was approved by a vote of at least a majority of the Incumbent Directors then on the Board (either by a specific vote or by approval of the Company’s proxy statement in which such person is named as a nominee for director, without written objection to such nomination) will be an Incumbent Director; provided, however, that no individual initially elected or nominated as a director of the Company as a result of an actual or publicly threatened election contest with respect to directors or as a result of any other actual or publicly threatened solicitation of proxies by or on behalf of any person other than the Board will be deemed to be an Incumbent Director;

(iii) any dissolution or liquidation of the Company or any sale or the disposition of all or substantially all of the assets or business of the Company; or

(iv) the consummation of any reorganization, merger, consolidation or share exchange or similar form of corporate transaction involving the Company (a “Business Combination”), unless immediately following such Business Combination: (A) more than 50% of the total voting power of (x) the entity resulting from such Business Combination (the “Surviving Entity”), or (y) if applicable, the ultimate parent corporation that directly or indirectly has beneficial ownership of at least 95% of the voting power, is represented by Company Voting Securities that were outstanding immediately prior to such Business Combination (or, if applicable, is represented by shares into which such Company Voting Securities were converted pursuant to such Business Combination), and such voting power among the holders thereof is in substantially the same proportion as the voting power of such Company Voting Securities among the holders thereof immediately prior to the Business Combination, (B) no person (other than any employee benefit plan (or related trust) sponsored or maintained by the Surviving Entity or the parent), is or becomes the beneficial owner, directly or indirectly, of 30% or more of the total voting power of the outstanding voting securities eligible to elect directors of the parent (or, if there is no parent, the Surviving Entity) and (C) at least a majority of the members of the board of directors of the parent (or, if there is no parent, the Surviving Entity) following the consummation of the Business Combination were Incumbent Directors at the time of the Board’s approval of the execution of the initial agreement providing for such Business Combination (any Business Combination which satisfies all of the criteria specified in (A), (B) and (C) of this clause (iv) will be deemed to be a “Non-Qualifying Transaction”).

(d) Fractional Shares. In the event of any adjustment in the number and type of shares covered by any Award pursuant to the provisions hereof, any fractional shares resulting from such adjustment shall be disregarded, and each such Award shall cover only the number of full shares resulting from the adjustment.

(e) Determination of Board or Committee to be Final. All adjustments under this Section 13 shall be made by the Board or the Committee, and its determination as to what adjustments shall be made, and the extent thereof, shall be final, binding and conclusive.

14. Tax Withholding. As a condition to the exercise or settlement of any Award, or in connection with any other event that gives rise to a tax withholding obligation on the part of the Company or a subsidiary relating to an Award, the Company and/or the subsidiary may (a) deduct or withhold (or cause to be deducted or withheld) from any payment or distribution to the recipient of an Award, whether or not made pursuant to the Plan or (b) require the recipient to remit cash (through payroll deduction or otherwise), in each case in an amount sufficient in the opinion of the Company to satisfy such withholding obligation. If the event giving rise to the withholding obligation involves a transfer of shares of stock, then, at the discretion of the Committee, the recipient may satisfy the applicable tax withholding obligation by electing to have the Company withhold shares of stock or by tendering previously-owned shares, in each case having a Fair Market Value equal to the amount of tax to be withheld (or by any other mechanism as may be required or appropriate to conform with local tax and other rules).

15. Amendment and Termination. The Board may amend or terminate the Plan; *provided, however*, that no such action may adversely affect a holder's rights under an outstanding Award without his or her written consent. Any amendment that would increase the aggregate number of shares of Common Stock issuable under the Plan, the maximum number of shares with respect to which options, stock appreciation rights or other equity awards may be granted to any employee in any calendar year, or that would modify the class of persons eligible to receive Awards shall be subject to the approval of the Company's stockholders. The Committee may amend the terms of any agreement or Award made hereunder at any time and from time to time, provided, however, that any amendment which would adversely affect a holder's rights under an outstanding Award may not be made without his or her consent.

16. General Provisions.

(a) Shares Issued Under Plan. Shares of Common Stock available for issuance under the Plan may be authorized and unissued, held by the Company in its treasury or otherwise acquired for purposes of the Plan. No fractional shares will be issued under the Plan.

(b) Compliance with Law and Other Requirements. The Company will not be obligated to issue or deliver shares of stock pursuant to the Plan unless the issuance and delivery of such shares complies with applicable law, including, without limitation, the Securities Act of 1933, as amended, the Exchange Act, the requirements of any stock exchange or market upon which the Company's stock may then be listed, and the Company's insider trading policy, as in effect from time to time. The Company may prevent or delay the exercise of an option or stock appreciation right, or the settlement of an Award and/or the termination of restrictions applicable to an Award if and to the extent the Company deems necessary or advisable in order to avoid a violation of applicable laws or its own policies regarding the purchase and sale of its stock. If, during the period of any such ban or delay, the term of an affected stock option, stock appreciation right or other Award would expire, then the term of such option, stock appreciation right or other Award will be extended for thirty days after the Company's removes the restriction against exercise.

(c) Transfer Orders; Placement of Legends. All certificates for shares of Common Stock delivered under the Plan shall be subject to such stock-transfer orders and other restrictions as the Company may deem advisable, including pursuant to the rules, regulations, and other requirements of the Securities and Exchange Commission, any stock exchange or market upon which the Company's stock may then be listed, and any applicable federal or state securities law. The Company may cause a legend or legends to be placed on any such certificates to make appropriate reference to such restrictions.



(d) No Employment or other Rights. Nothing contained in the Plan or in any Award Agreement shall confer upon any recipient of an Award any right with respect to the continuation of his or her employment or other service with the Company or a subsidiary or interfere in any way with the right of the Company and its subsidiaries at any time to terminate such employment or other service or to increase or decrease, or otherwise adjust, the other terms and conditions of the recipient's employment or other service.

(e) Decisions and Determinations Final. All decisions and determinations made by the Board pursuant to the provisions hereof and, except to the extent rights or powers under the Plan are reserved specifically to the discretion of the Board, all decisions and determinations of the Committee, shall be final, binding and conclusive on all persons.

(f) Non-Uniform Determinations. The Board's and the Committee's determinations under the Plan and Award Agreements need not be uniform and any such determinations may be made by it selectively among persons who receive, or are eligible to receive, Awards under the Plan (whether or not such persons are similarly situated). Without limiting the generality of the foregoing, the Board and the Committee will be entitled, among other things, to make non-uniform and selective determinations under Award Agreements, and to enter into non-uniform and selective Award Agreements, as to (i) the persons to receive Awards, (ii) the terms and provisions of Awards and (iii) whether an Award holder's employment or other service has been terminated for purposes of the Plan.

(g) Section 409A. The Plan is intended to comply with Section 409A of the Code to the extent subject thereto, and, accordingly, to the maximum extent permitted, the Plan shall be interpreted and administered to be in compliance therewith. Any payments described in the Plan that are due within the "short-term deferral period" as defined in Section 409A of the Code shall not be treated as deferred compensation unless applicable laws require otherwise. Notwithstanding anything to the contrary in the Plan, to the extent required to avoid accelerated taxation and tax penalties under Section 409A of the Code, amounts that would otherwise be payable and benefits that would otherwise be provided pursuant to the Plan during the six-month period immediately following the Award recipient's "separation from service" as defined in Section 409A of the Code shall instead be paid on the first payroll date after the six-month anniversary of the recipient's separation from service (or the recipient's death, if earlier). Notwithstanding the foregoing, neither the Company nor the Committee will have any obligation to take any action to prevent the assessment of any excise tax or penalty on any individual under Section 409A of the Code and neither the Company nor the Committee will have any liability to any individual for such tax or penalty. If the Award includes a "series of installment payments" (within the meaning of Section 1.409A-2(b)(2)(iii) of the Treasury Regulations), the Award holder's right to the series of installment payments will be treated as a right to a series of separate payments and not as a right to a single payment.

(h) Clawback/Recapture Policy. Awards under the Plan will be subject to any clawback or recapture policy that the Company may adopt from time to time to the extent provided in such policy and, in accordance with such policy, may be subject to the requirement that the Awards be repaid to the Company after they have been distributed to the Award holder.

17. Governing Law. All rights and obligations under the Plan and each Award Agreement or instrument shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its principles of conflict of laws.

18. Dispute Resolution. Any controversy or claim between the Company and an Award holder arising out of or relating to or concerning the Plan or any Award granted hereunder will be finally settled by arbitration in Dallas, Texas administered by the American Arbitration Association (the "AAA") and each party shall be responsible for its own legal fees; provided, however, that the Company shall reimburse the Award holder for such holder's reasonable fees and expenses incurred in connection with such dispute if the arbitrator determines that the Award holder has substantially prevailed on at least one claim. The Award holder or the Company may bring an action or special proceeding in a state or federal court of competent jurisdiction sitting in Dallas, Texas to enforce any arbitration award under this Section 18.

19. Term of the Plan. The Plan shall become effective on the date of approval by the Company's stockholders. Unless terminated sooner by the Board, the Plan shall terminate on the tenth anniversary of the date of adoption by the Board. The rights of any person with respect to an Award made under the Plan that is outstanding at the time of the termination of the Plan shall not be affected solely by reason of the termination of the Plan and shall continue in accordance with the terms of the Award and of the Plan, as each is then in effect or is thereafter amended.

*As approved by the Company's stockholders on June 8, 2021.*

**RENT-A-CENTER, INC.**  
**FORM OF RESTRICTED STOCK UNIT**  
**AWARD AGREEMENT (RSU)**

THIS AWARD AGREEMENT, made as of the [\_\_\_] day of [\_\_\_\_], 202[\_\_\_], between Rent-A-Center, Inc. (the “Company”) and [\_\_\_\_\_] (the “Executive”), pursuant to the Rent-A-Center, Inc. 2021 Long-Term Incentive Plan (the “Plan”). Capitalized terms that are used but not defined in this Award Agreement have the meaning as set forth in the Plan

1. Company Stock Award. Subject to the vesting and other terms and conditions set forth in this Award Agreement, the Company hereby grants to the Executive restricted stock units (“RSUs”). Each RSU entitles the Executive to receive one (1) share of Common Stock (each, a “Share”), subject to the terms and conditions of this Award Agreement and the Plan.

2. Provisions of the Plan Control. The provisions of the Plan, the terms of which are incorporated in this Award Agreement, shall govern if and to the extent that there are inconsistencies between those provisions and the provisions of this Award Agreement. The Executive acknowledges receipt of a copy of the Plan prior to the execution of this Award Agreement.

3. Vesting of Right to Receive Shares.

(a) General. Subject to the further provisions of this Award Agreement, the Executive’s right to receive the Shares covered by this Award Agreement shall become vested (if at all) in [full] [\_\_\_] installments] upon the [\_\_\_] [anniversary] [anniversaries] of the date of this Award Agreement, provided the Executive remains continuously employed by the Company or a subsidiary of the Company through such [\_\_\_] [anniversary] [anniversaries].

(b) Accelerated Vesting.

(i) Death or Disability. If, before any applicable vesting date described in (a) above, the Executive’s employment or other service with the Company and its subsidiaries is terminated due to the Executive’s death or “Disability” (as defined below), then the Executive’s right to receive the Shares (to the extent not previously vested) will become vested on the date of such death or Disability, as the case may be.

(ii) Change in Control. In the event of a Change in Control, the RSUs granted hereunder will be treated in accordance with Section 13(b) of the Plan.

(c) Definitions.

(i) For purposes of Section 13(b)(i) of the Plan, “Cause” means (A) if the Executive is a party to a transition or employment agreement with the Company, which agreement includes a definition of “Cause,” “Cause” as defined in that agreement or (B) if the Executive is not a party to such a transition or employment agreement, “Cause” means the occurrence of any of the following: (1) the Executive’s conviction of, or plea of guilty or no contest to, any felony or any crime involving fraud, dishonesty or moral turpitude under the laws of the United States or any state thereof or under the laws of any other jurisdiction, (2) the Executive’s participation in, a fraud or theft against the Company or any customer, related party or client of the Company, (3) the Executive’s engagement in gross misconduct that causes financial or reputation harm to the Company, or (4) the Executive’s material breach of the Company’s written policies.

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(ii) The term “Disability” means the inability of the Executive to substantially perform the customary duties and responsibilities of the Executive’s employment or other service with the Company or an affiliate for a period of at least 120 consecutive days or 120 days in any 12-month period by reason of a physical or mental incapacity that is expected to result in death or last indefinitely, as determined by a duly licensed physician appointed by the Company.

(iii) For purposes of Section 13(b)(i) of the Plan, “Good Reason” means (A) if the Executive is a party to a transition or employment agreement with the Company, which agreement includes a definition of “Good Reason,” “Good Reason” as defined in that agreement or (B) if the Executive is not a party to such a transition or employment agreement, “Good Reason” means the occurrence of any of the following: (1) the transfer of the Executive’s primary work location to a new primary work location that is more than 50 miles from the Executive’s primary work location in effect immediately before a Change in Control, or (2) a diminution of the Executive’s base salary in effect immediately before a Change in Control by more than 10%, other than as part of an across-the-board salary reduction that includes senior management of the Company.

4. Termination of Employment or Service. Upon the termination of the Executive’s employment or other service with the Company and its subsidiaries for any reason other than due to death or Disability or termination in accordance with Section 13(b)(i) of the Plan, the Executive’s right to receive Shares covered by this Award Agreement, to the extent not previously vested or terminated, will thereupon terminate and be canceled.

5. Restoration. The Executive has been provided and is privy to intellectual property, trade secrets and other confidential information of the Company. For two years following the Executive’s termination of employment or other service, the Executive has agreed not to engage in any activity or provide any services which are similar to or competitive with the Company’s business. For the same two year period, the Executive also agreed not to solicit or induce, or cause or permit others to solicit or induce, any employee to terminate their employment or other service with the Company. These covenants are set forth and agreed to in the Loyalty and Confidentiality Agreement between the Executive and Company (“Loyalty Agreement”). The parties hereto understand and agree that the promises in this Award Agreement and those in the Loyalty Agreement, and not any employment of or services performed by the Executive in the course and scope of that employment or service, are the sole consideration for the Shares covered by this Award Agreement. Further, it is agreed that should the Executive violate or be in breach of any restrictions set forth herein or in the Loyalty Agreement (which determination shall be made in the discretion of the Committee), (a) the Executive shall immediately return to the Company any Shares, whether or not vested, which were received hereunder, (b) the Executive shall immediately send to the Company at the address below in the form of a check, (i) the proceeds from any Shares received hereunder that were sold to a third party or (ii) the Fair Market Value of any Shares received hereunder which were transferred for no consideration to a third party (e.g., a gift or transfer to a trust), provided that the determination of the Fair Market Value of such Shares shall be made by the Committee as of the date of such violation or breach, and (c) all of the Executive’s rights to the Shares shall be revoked and the Executive will have no further rights with respect to the Shares.

6. Restrictions on Transfer. The Executive's right to receive Shares under this Award Agreement may not be sold, assigned, transferred, alienated, commuted, anticipated, or otherwise disposed of (except by will or the laws of descent and distribution), or pledged or hypothecated as collateral for a loan or as security for the performance of any obligation, or be otherwise encumbered, and may not become subject to attachment, garnishment, execution or other legal or equitable process, and any attempt to do so shall be null and void. If the Executive attempts to dispose of or encumber the Executive's right to receive Shares under this Award Agreement before such right becomes vested, then such right shall terminate and be canceled as of the date of such attempted transfer.

7. Delivery of Shares.

(a) General. If and as soon as practicable after the Executive's right to receive Shares becomes vested in accordance with numbered paragraph 3 above, the Company will cause such Shares to be issued and delivered to the Executive (or the Executive's representative or beneficiary, as the case may be) as soon as practicable following vesting, but in no event later than March 15<sup>th</sup> of the year following the year in which the Executive's right to receive the Shares vests. For the avoidance of doubt, if the Executive's right to receive the Shares becomes vested as a result of a Change in Control, the Executive will be entitled to participate in the Change in Control transaction with respect to such Shares (less any Shares withheld to satisfy applicable tax withholding) on the same basis and in the same manner as other stockholders of the Company. Notwithstanding the foregoing, the issuance and delivery of Shares that become vested pursuant to this Award Agreement shall be deferred by the Committee if and to the extent necessary to avoid the imposition of additional tax under Section 409A(a) of the Code.

(b) Tax Withholding. The Company may require as a condition of the delivery of stock certificates pursuant to subsection (a) above that the Executive remit to the Company or a subsidiary an amount sufficient in the opinion of the Company to satisfy any federal, state and other governmental tax withholding requirements attributable to the vesting or delivery of the shares represented by such certificate. In addition, or in the alternative, the Company may satisfy such tax withholding obligation in whole or in part by withholding Shares that would otherwise be delivered to the Executive (or the Executive's representative or beneficiary) based upon the Fair Market Value of the Shares on the applicable settlement date.

8. Deliveries in Lieu of Shares. In accordance with Section 2(b)(ix) of the Plan, in the sole discretion of the Committee, in lieu of all or any portion of the Shares, the Company may deliver cash, other securities, other awards under the Plan or other property, and all references in this Award Agreement to deliveries of Shares will include such deliveries of cash, other securities, other awards under the Plan or other property.

9. Section 409A. This Award is intended to comply with Section 409A of the Code or an exemption thereunder and will be construed and interpreted in a manner that is consistent with the requirements for avoiding additional taxes or penalties under Section 409A. Notwithstanding the foregoing, the Company makes no representations that the payments and benefits provided under this Award comply with Section 409A and in no event will the Company be liable for all or any portion of any taxes, penalties, interest or other expenses that may be incurred by the Executive on account of non-compliance with Section 409A.

10. Capital Changes. This Award will be subject to Section 13(a) of the Plan in the event of a stock dividend, stock split, spin off or other recapitalization with respect to the outstanding shares of the Company's common stock described in such Section 13(a).

11. No Service Rights. Nothing contained in the Plan or this Award Agreement shall confer upon the Executive any right with respect to the continuation of the Executive's employment or other service with the Company or any subsidiary of the Company or interfere in any way with the right of the Company or any subsidiary of the Company at any time to terminate such relationship.

12. Miscellaneous. This Award Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. This Award Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. This Award Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and may not be modified other than by written instrument executed by the parties.

IN WITNESS WHEREOF, this Award Agreement has been executed as of the date first above written.

RENT-A-CENTER, INC.

By: \_\_\_\_\_

\_\_\_\_\_  
Executive Name

\_\_\_\_\_  
Executive Signature

\_\_\_\_\_  
Street Address (No P.O. Box please)

\_\_\_\_\_  
City, State and Zip Code

**RENT-A-CENTER, INC.**  
**FORM OF PERFORMANCE STOCK UNIT**  
**AWARD AGREEMENT (PSU)**

THIS AWARD AGREEMENT, made as of the [ ] day of [ ], 202[ ], between Rent-A-Center, Inc. (the "Company") and [ ] (the "Executive"), pursuant to the Rent-A-Center, Inc. 2021 Long-Term Incentive Plan (the "Plan"). Capitalized terms that are used but not defined in this Award Agreement have the meaning as set forth in the Plan.

1. Company Stock Award. Subject to the vesting and other terms and conditions set forth in this Award Agreement, the Company hereby grants to the Executive the right to receive \_\_\_\_ performance stock units ("PSUs"). Each PSU entitles the Executive to receive one (1) share of Common Stock (each, a "Share") based on target level achievement, which shall be subject to adjustment pursuant to Exhibit A annexed hereto and made a part hereof.

2. Provisions of the Plan Control. The provisions of the Plan, the terms of which are incorporated in this Award Agreement, shall govern if and to the extent that there are inconsistencies between those provisions and the provisions of this Award Agreement. The Executive acknowledges receipt of a copy of the Plan prior to the execution of this Award Agreement.

3. Vesting of Right to Receive Shares.

(a) General. Subject to the further provisions of this Award Agreement, the Executive's right to receive the Shares covered by this Award Agreement (subject to adjustment pursuant to Exhibit A) shall become vested (if at all) at the end of the performance period described in Exhibit A, subject to (1) attainment of the performance objectives specified by the Committee as of the date hereof, and (2) the Executive's continuous employment or other service with the Company or a subsidiary of the Company through the end of said performance period.

(b) Accelerated Vesting.

(i) Death or Disability. If, before the applicable vesting date described in (a) above, the Executive's employment or other service with the Company and its subsidiaries is terminated due to the Executive's death or "Disability" (as defined below), then the Executive's right to receive the Shares (to the extent not previously vested) will vest on a pro-rata basis at target (as determined by the Committee) on the date of such death or Disability, as the case may be.

(ii) Change in Control. In the event of a Change in Control, the PSUs granted hereunder will be treated in accordance with Section 13(b) of the Plan.

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(c) Definitions.

(i) For purposes of Section 13(b)(i) of the Plan, "Cause" means (A) if the Executive is a party to a transition or employment agreement with the Company, which agreement includes a definition of "Cause," "Cause" as defined in that agreement or (B) if the Executive is not a party to such a transition or employment agreement, "Cause" means the occurrence of any of the following: (1) the Executive's conviction of, or plea of guilty or no contest to, any felony or any crime involving fraud, dishonesty or moral turpitude under the laws of the United States or any state thereof or under the laws of any other jurisdiction, (2) the Executive's participation in, a fraud or theft against the Company or any customer, related party or client of the Company, (3) the Executive's engagement in gross misconduct that causes financial or reputation harm to the Company, or (4) the Executive's material breach of the Company's written policies,

(ii) The term "Disability" means the inability of the Executive to substantially perform the customary duties and responsibilities of the Executive's employment or other service with the Company or an affiliate for a period of at least 120 consecutive days or 120 days in any 12-month period by reason of a physical or mental incapacity that is expected to result in death or last indefinitely, as determined by a duly licensed physician appointed by the Company.

(iii) For purposes of Section 13(b)(i) of the Plan, "Good Reason" means (A) if the Executive is a party to a transition or employment agreement with the Company, which agreement includes a definition of "Good Reason," "Good Reason" as defined in that agreement or (B) if the Executive is not a party to such a transition or employment agreement, "Good Reason" means the occurrence of any of the following: (1) the transfer of the Executive's primary work location to a new primary work location that is more than 50 miles from the Executive's primary work location in effect immediately before a Change in Control, or (2) a diminution of the Executive's base salary in effect immediately before a Change in Control by more than 10%, other than as part of an across-the-board salary reduction that includes senior management of the Company.

4. Termination of Employment or Service. Upon the termination of the Executive's employment or other service with the Company and its subsidiaries for any reason other than due to death or Disability or termination in accordance with Section 13(b)(i) of the Plan, the Executive's right to receive Shares covered by this Award Agreement, to the extent not previously vested or terminated, will thereupon terminate and be canceled.

5. Restoration. The Executive has been provided and is privy to intellectual property, trade secrets and other confidential information of the Company. For two years following the Executive's termination of employment or other service, the Executive has agreed not to engage in any activity or provide any services which are similar to or competitive with the Company's business. For the same two year period, the Executive also agreed not to solicit or induce, or cause or permit others to solicit or induce, any employee to terminate their employment or other service with the Company. These covenants are set forth and agreed to in the Loyalty and Confidentiality Agreement between the Executive and Company ("Loyalty Agreement"). The parties hereto understand and agree that the promises in this Award Agreement and those in the Loyalty Agreement, and not any employment of or services performed by the Executive in the course and scope of that employment or other service, are the sole consideration for the Shares covered by this Award Agreement. Further, it is agreed that should the Executive violate or be in breach of any restrictions set forth herein or in the Loyalty Agreement (which determination shall be made in the discretion of the Committee), (a) the Executive shall immediately return to the Company any Shares, whether or not vested, which were received hereunder, (b) the Executive shall immediately send to the Company at the address below in the form of a check, (i) the proceeds from any Shares received hereunder that were sold to a third party or (ii) the Fair Market Value of any Shares received hereunder which were transferred for no consideration to a third party (e.g., a gift or transfer to a trust), provided that the determination of the Fair Market Value of such Shares shall be made by the Committee as of the date of such violation or breach, and (c) all of the Executive's rights to the Shares shall be revoked and the Executive will have no further rights with respect to the Shares.

6. Restrictions on Transfer. The Executive's right to receive Shares under this Award Agreement may not be sold, assigned, transferred, alienated, commuted, anticipated, or otherwise disposed of (except by will or the laws of descent and distribution), or pledged or hypothecated as collateral for a loan or as security for the performance of any obligation, or be otherwise encumbered, and may not become subject to attachment, garnishment, execution or other legal or equitable process, and any attempt to do so shall be null and void. If the Executive attempts to dispose of or encumber the Executive's right to receive Shares under this Award Agreement before such right becomes vested, then such right shall terminate and be canceled as of the date of such attempted transfer.

7. Delivery of Shares.

(a) General. If and as soon as practicable after the Executive's right to receive Shares becomes vested in accordance with numbered paragraph 3 above, the Company will cause such Shares to be issued and delivered to the Executive (or the Executive's representative or beneficiary, as the case may be). For the avoidance of doubt, if the Executive's right to receive the Shares becomes vested as a result of a Change in Control, the Executive will be entitled to participate in the Change in Control transaction with respect to such Shares (less any Shares withheld to satisfy applicable tax withholding) on the same basis and in the same manner as other stockholders of the Company. Notwithstanding the foregoing, the issuance and delivery of Shares that become vested pursuant to this Award Agreement shall be deferred if and to the extent necessary to avoid the imposition of additional tax under Section 409A(a) of the Code.

(b) Tax Withholding. The Company may require as a condition of the delivery of stock certificates pursuant to subsection (a) above that the Executive remit to the Company or a subsidiary an amount sufficient in the opinion of the Company to satisfy any federal, state and other governmental tax withholding requirements attributable to the vesting or delivery of the shares represented by such certificate. In addition, or in the alternative, the Company may satisfy such tax withholding obligation in whole or in part by withholding Shares that would otherwise be delivered to the Executive (or the Executive's representative or beneficiary) based upon the Fair Market Value of the Shares on the applicable settlement date.

8. Deliveries in Lieu of Shares. In accordance with Section 2(b)(ix) of the Plan, in the sole discretion of the Committee, in lieu of all or any portion of the Shares, the Company may deliver cash, other securities, other awards under the Plan or other property, and all references in this Award Agreement to deliveries of Shares will include such deliveries of cash, other securities, other awards under the Plan or other property.

9. Section 409A. This Award is intended to comply with Section 409A of the Code or an exemption thereunder and will be construed and interpreted in a manner that is consistent with the requirements for avoiding additional taxes or penalties under Section 409A. Notwithstanding the foregoing, the Company makes no representations that the payments and benefits provided under this Award comply with Section 409A and in no event will the Company be liable for all or any portion of any taxes, penalties, interest or other expenses that may be incurred by the Executive on account of non-compliance with Section 409A.

10. Capital Changes. This Award will be subject to Section 13(a) of the Plan in the event of a stock dividend, stock split, spin off or other recapitalization with respect to the outstanding shares of the Company's common stock described in such Section 13(a).

11. No Service Rights. Nothing contained in the Plan or this Award Agreement shall confer upon the Executive any right with respect to the continuation of the Executive's employment or other service with the Company or any subsidiary of the Company or interfere in any way with the right of the Company or any subsidiary of the Company at any time to terminate such relationship.

12. Miscellaneous. This Award Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. This Award Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. This Award Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and may not be modified other than by written instrument executed by the parties.

IN WITNESS WHEREOF, this Award Agreement has been executed as of the date first above written.

RENT-A-CENTER, INC.

By: \_\_\_\_\_

\_\_\_\_\_  
Executive Name

\_\_\_\_\_  
Executive Signature

\_\_\_\_\_  
Street Address (No P.O. Box please)

\_\_\_\_\_  
City, State and Zip Code

**EXHIBIT A**  
**PERFORMANCE VESTING CONDITIONS**

NON-QUALIFIED  
STOCK OPTION AWARD AGREEMENT  
UNDER THE RENT-A-CENTER, INC.  
2021 LONG-TERM INCENTIVE PLAN

THIS STOCK OPTION AGREEMENT (the “Award Agreement”) is made and entered into as of the [ ] day of [ ], 202[ ] (the “Grant Date”), by and between RENT-A-CENTER, INC., a Delaware corporation (the “Company”), and [ ] ( the “Optionee”).

W I T N E S S E T H:

WHEREAS, pursuant to the Rent-A-Center, Inc. 2021 Long-Term Incentive Plan (the “Plan”), the Company desires to grant to the Optionee, and the Optionee desires to accept, an option to purchase shares of the Company’s Common Stock (each, a “Share”), upon the terms and conditions set forth in this Award Agreement and the Plan. Capitalized terms that are used but not defined in this Award Agreement have the meaning as set forth in the Plan.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained and other good and valuable consideration, the parties hereto agree as follows:

1. Grant & Tax Status. The Company hereby grants to the Optionee an option to purchase up to [ ] Shares, at a purchase price of \$[ ] per share pursuant to the Plan. This option is not intended to qualify as an “incentive stock option” within the meaning of Section 422 of the Internal Revenue Code of 1986, as amended.
2. Term. Unless sooner terminated in accordance herewith or the Plan, this option will automatically expire on the tenth anniversary of the date hereof.
3. Vesting Schedule. Except as otherwise provided herein, this option shall become vested and exercisable in accordance with the following schedule, provided that the Optionee remains in continuous employment or other service with the Company or its subsidiaries through each applicable vesting date:

Vesting Date	Percentage of Option that is Vested On or After Such Vesting Date
[Grant Date]	[ ]%
[ ] Anniversary of Date of Grant	[ ]%
[ ] Anniversary of Date of Grant	[ ]%
[ ] Anniversary of Date of Grant	[ ]%
[ ] Anniversary of Date of Grant	[ ]%

In no event may this option be exercised for a fraction of a Share.

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4. Non-Transferability. This option may not be assigned or transferred except upon the Optionee's death to a beneficiary designated by the Optionee in a manner prescribed or approved for this purpose by the Committee) or, if no designated beneficiary shall survive the Optionee, pursuant to the Optionee's will or by the laws of descent and distribution. During the Optionee's lifetime, this option may be exercised only by the Optionee or the Optionee's guardian or legal representative. Notwithstanding the foregoing, the Committee, in its sole discretion, may permit the *inter vivos* transfer of this option by gift to any "family member" (within the meaning of Item A.1.(5) of the General Instructions to Form S-8 or any successor provision), on such terms and conditions as the Committee deems appropriate.

5. Termination of Employment or other Service.

(a) If the Optionee's employment or other service with the Company or its subsidiaries is terminated due to the Optionee's death or Disability (as defined below), then: (i) that portion of this option, if any, that is vested and exercisable on the date of termination shall remain exercisable by the Optionee (or, in the event of death, the Optionee's designated beneficiary or, if no designated beneficiary survives the Optionee, by the person or persons to whom the Optionee's rights under this option shall pass pursuant to the Optionee's will or by the laws of descent and distribution, whichever is applicable) during the twelve (12) month period following the date of termination but in no event after expiration of the stated term hereof and, to the extent not exercised during such period, shall thereupon terminate, and (ii) that portion of this option, if any, that is not exercisable on the date of termination shall thereupon terminate. As used herein, the term "Disability" shall mean the inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than twelve (12) months. The determination of whether or not the Optionee's employment or other service is terminated by reason of Disability shall be in the sole and absolute discretion of the Committee.

(b) If the Optionee's employment or other service is terminated by the Company or its subsidiaries for Cause (as defined below), then this option (whether or not then vested and exercisable) shall immediately terminate and cease to be exercisable. Prior to a Change in Control, "Cause" shall mean (A) if the Optionee is a party to a transition or employment agreement with the Company, which agreement includes a definition of "Cause," "Cause" as defined in that agreement or (B) if the Optionee is not a party to such a transition or employment agreement, "Cause" shall be determined by the Committee in its discretion. Following a Change in Control, "Cause" shall mean (y) if the Optionee is a party to a transition or employment agreement with the Company, which agreement includes a definition of "Cause," "Cause" as defined in that agreement or (z) if the Optionee is not a party to such a transition or employment agreement, "Cause" means the occurrence of any of the following: (1) the Optionee's conviction of, or plea of guilty or no contest to, any felony or any crime involving fraud, dishonesty or moral turpitude under the laws of the United States or any state thereof or under the laws of any other jurisdiction, (2) the Optionee's participation in, a fraud or theft against the Company or any customer, related party or client of the Company, (3) the Optionee's engagement in gross misconduct that causes financial or reputation harm to the Company, or (4) the Optionee's material breach of the Company's written policies.

(c) Except as set forth in Section 6 below, if the Optionee's employment or other service with the Company or its affiliates is terminated for any reason other than those set forth in Section 5(a) or (b) above, then: (i) that portion of this option, if any, that is vested and exercisable on the date of termination shall remain exercisable by the Optionee during the three (3) month period following the date of termination but in no event after expiration of the stated term hereof and, to the extent not exercised during such period, shall thereupon terminate, and (ii) that portion of this option, if any, that is not vested and exercisable on the date of termination shall thereupon terminate.

6. Change in Control. Notwithstanding the foregoing, in the event of a Change in Control, the options granted under this Award Agreement will be treated in accordance with Section 13(b) of the Plan. For purposes of Section 13(b)(i) of the Plan, "Good Reason" means (A) if the Optionee is a party to a transition or employment agreement with the Company, which agreement includes a definition of "Good Reason," "Good Reason" as defined in that agreement or (B) if the Optionee is not a party to such a transition or employment agreement, "Good Reason" means the occurrence of any of the following: (1) the transfer of the Optionee's primary work location to a new primary work location that is more than 50 miles from the Optionee's primary work location in effect immediately before a Change in Control, or (2) a diminution of the Optionee's base salary in effect immediately before a Change in Control by more than 10%, other than as part of an across-the-board salary reduction that includes senior management of the Company.

7. Restoration. The Optionee has been provided and is privy to intellectual property, trade secrets and other confidential information of the Company. For two years following the Optionee's termination of employment or other service with the Company or its affiliates, the Optionee has agreed not to engage in any activity or provide any services which are similar to or competitive with the Company's business. For the same two year period, the Optionee also agreed not to solicit or induce, or cause or permit others to solicit or induce, any employee to terminate their employment or other service with the Company or its affiliates. These covenants are set forth and agreed to in the Loyalty and Confidentiality Agreement between the Optionee and Company ("Loyalty Agreement"). The parties hereto understand and agree that the promises in this Award Agreement and those in the Loyalty Agreement, and not any employment of or other services performed by the Optionee in the course and scope of that employment or other services, are the sole consideration for the Shares covered by this Award Agreement. Further, it is agreed that should the Optionee violate or be in breach of any restrictions set forth herein or in the Loyalty Agreement (which determination shall be made in the discretion of the Committee), (a) the Optionee shall immediately return to the Company any Shares which were received hereunder, (b) the Optionee shall immediately send to the Company at the address below in the form of a check, (i) the proceeds from any Shares received hereunder that were sold to a third party or (ii) the Fair Market Value of any Shares received hereunder which were transferred for no consideration to a third party (e.g., a gift or transfer to a trust), provided that the determination of the Fair Market Value of such Shares shall be made by the Committee as of the date of such violation or breach, and (c) all of the Optionee's rights to the Shares covered by this Award Agreement shall be revoked and the Optionee will have no further rights with respect to the Shares covered by this Award Agreement.



8. Method of Exercise. This option may be exercised by transmitting to the Secretary of the Company (or such other person designated by the Committee) a written notice identifying the option being exercised and specifying the number of shares being purchased, together with payment of the exercise price and the amount of the applicable tax withholding obligations (unless other arrangements are made for the payment of such exercise price and/or the satisfaction of such withholding obligations). The exercise price and withholding obligation may be paid in whole or in part (a) in cash or by check, (b) by means of a cashless exercise procedure to the extent permitted by law, (c) if permitted by the Committee, by the surrender of previously-owned Shares (to the extent of the Fair Market Value thereof), and/ or (d) subject to applicable law, by any other form of consideration deemed appropriate by the Committee.

9. Deliveries in Lieu of Shares. In accordance with Section 2(b)(ix) of the Plan, in the sole discretion of the Committee, in lieu of all or any portion of the Shares, the Company may deliver cash, other securities, other awards under the Plan or other property, and all references in this Award Agreement to deliveries of Shares will include such deliveries of cash, other securities, other awards under the Plan or other property.

10. Stockholder Rights. No Shares will be issued in respect of the exercise of this option until payment of the exercise price and the applicable tax withholding obligations have been made or arranged to the satisfaction of the Company. The holder of this option shall have no rights as a stockholder with respect to any Shares covered by this option until the Shares are issued pursuant to the exercise of this option.

11. Compliance with Law. The Company will not be obligated to issue or deliver Shares pursuant to this option unless the issuance and delivery of such Shares complies with applicable law, including, without limitation, the Securities Act of 1933, as amended, the Securities Exchange Act of 1934, as amended, and the requirements of any stock exchange or market upon which the Common Stock may then be listed. The Company may prevent or delay the exercise of this option if and to the extent the Company deems necessary or advisable in order to avoid a violation of applicable law or its own policies regarding the purchase and sale of Common Stock. If, during the period of any such ban or delay, the term of this option would expire, then the term of this option will be extended for thirty (30) days after the Company removes the restriction against exercise.

12. Transfer Orders; Legends. Any certificates for Shares delivered under this option shall be subject to such stock-transfer orders and other restrictions as the Company may deem advisable under the rules, regulations, and other requirements of the Securities and Exchange Commission, any stock exchange or market upon which the Common Stock may then be listed, and any applicable federal or state securities law. The Company may cause a legend or legends to be placed on any such certificates to make appropriate reference to such restrictions.

13. No Rights Conferred. Nothing contained in the Plan or this Award Agreement shall confer upon the Optionee any right with respect to the continuation of his or her employment or other service with the Company or its subsidiaries or interfere in any way with the right of the Company and its subsidiaries at any time to terminate such employment or other service or to increase or decrease, or otherwise adjust, the other terms and conditions of the Optionee's employment or other service.

14. Obligation to Execute and Return Award Agreement. This Award Agreement shall be null and void and no option shall be granted hereby in the event the Optionee shall fail to execute and return a counterpart hereof to the Company, at the address set forth in Section 15 hereof, within sixty (60) days from the Grant Date.

15. Full Satisfaction/Release of Rights. Any payment or issuance or transfer of Shares to the Optionee or his legal representative, heir, legatee or distributee, in accordance with the provisions hereof, shall, to the extent thereof, be in full satisfaction of all claims of such persons hereunder. The Committee may require the Optionee, legal representative, heir, legatee or distributee, as a condition precedent to such payment or issuance or transfer, to execute a release and receipt therefor in such form as it shall determine.

16. Notices. Any notice to the Company relating to this Award Agreement shall be in writing and delivered to the Company in person, by registered mail or through electronic means approved by the Company at the Company's main office, 5501 Headquarters Drive, Plano, TX 75024, or to such other address as may be hereafter specified by the Company, to the attention of its Secretary. All notices to the Optionee or other person or persons then entitled to exercise this option shall be delivered to the Optionee or such other person or persons at the Optionee's store location (if employed by the Company or any of its subsidiaries) or the Optionee's address set forth in the records of the Company.

17. Provisions of the Plan. The provisions of the Plan, the terms of which are hereby incorporated by reference, shall govern if and to the extent that there are inconsistencies between those provisions and the provisions hereof. The Optionee acknowledges receipt of a copy of the Plan prior to the execution of this Award Agreement. Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Plan.

18. Miscellaneous. This Award Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. This Award Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. This Award Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and, except as otherwise provided in the Plan, may not be modified other than by written instrument executed by the parties.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, this Award Agreement has been executed as of the date first above written.

RENT-A-CENTER, INC.

By: \_\_\_\_\_

\_\_\_\_\_  
Optionee Name

\_\_\_\_\_  
Optionee Signature

\_\_\_\_\_  
Street Address (No P.O. Box please)

\_\_\_\_\_  
City, State and Zip Code

**RENT-A-CENTER, INC.**  
**DIRECTOR DEFERRED STOCK UNIT AWARD AGREEMENT**

THIS DEFERRED STOCK UNIT AWARD AGREEMENT, made as of the [\_\_\_] day of [\_\_\_\_], 202[\_\_\_], between Rent-A-Center, Inc. (the "Company") and [\_\_\_\_\_] (the "Director"), pursuant to the Rent-A-Center, Inc. 2021 Long-Term Incentive Plan (the "Plan"). Capitalized terms that are used but not defined in this Award Agreement have the meaning as set forth in the Plan..

1. Deferred Stock Unit Award. In accordance with and subject to the Plan and this Award Agreement, the Company hereby grants to the Director a deferred stock unit Award under the Plan, consisting of the right to receive [\_\_\_\_\_] shares of the Company's Common Stock ("Shares").
2. Vesting and Issuance of Shares. This Award is fully vested and non-forfeitable from inception.
3. Issuance of Shares. Promptly following the date that the Director terminates service as a member of the Company's Board of Directors, but in no event later than March 15<sup>th</sup> of the year following the year in which the Director's service terminated, the Company will issue the Shares subject to this Award. The Director will not be considered to have terminated service unless that termination constitutes a "separation from service" within the meaning of Section 409A of the Internal Revenue Code of 1986, as amended ("Section 409A").
4. Restrictions on Transfer. The Director's right to receive Shares under this Award Agreement may not be sold, assigned, transferred, alienated, commuted, anticipated, or otherwise disposed of (except by will or the laws of descent and distribution), or pledged or hypothecated as collateral for a loan or as security for the performance of any obligation, or be otherwise encumbered, and may not become subject to attachment, garnishment, execution or other legal or equitable process, and any attempt to do so shall be null and void.
5. Compliance with Law. The Company will not be obligated to issue or deliver Shares pursuant to this Award unless the issuance and delivery of such Shares complies with applicable law, including, without limitation, the Securities Act of 1933, as amended, the Securities Exchange Act of 1934, as amended, and the requirements of any stock exchange or market upon which the Company's common stock may then be listed.
6. Transfer Orders; Legends. Any certificates for Shares delivered under this Award Agreement shall be subject to such stock-transfer orders and other restrictions as the Company may deem advisable under the rules, regulations, and other requirements of the Securities and Exchange Commission, any stock exchange or market upon which the Common Stock may then be listed, and any applicable federal or state securities law. The Company may cause a legend or legends to be placed on any such certificates to make appropriate reference to such restrictions.

7. Dividend Equivalent Payments. The Director will be paid an amount equivalent to any cash dividend declared by the Board with respect to a Share of the Company's common stock during the year multiplied by the number of Shares that the Director has a right to receive under Section 1 of this Award Agreement. Payment of these dividend equivalents will be made in a lump sum as soon as administratively practicable following the date the dividend is declared, but in no event later than March 15th of the year following the year in which the dividend is declared.

8. Provisions of the Plan. The provisions of the Plan, the terms of which are hereby incorporated by reference, shall govern if and to the extent that there are inconsistencies between those provisions and the provisions hereof. The Director acknowledges receipt of a copy of the Plan prior to the execution of this Award Agreement.

9. Capital Changes. This Award will be subject to Section 13(a) of the Plan in the event of a stock dividend, stock split, spin off or other recapitalization with respect to the outstanding shares of the Company's common stock described in such Section 13(a).

10. Deliveries in Lieu of Shares. In accordance with Section 2(b)(ix) of the Plan, in the sole discretion of the Committee, in lieu of all or any portion of the Shares, the Company may deliver cash, other securities, other awards under the Plan or other property, and all references in this Award Agreement to deliveries of Shares will include such deliveries of cash, other securities, other awards under the Plan or other property.

11. Section 409A. This Award is intended to comply with Section 409A and will be construed and interpreted in a manner that is consistent with the requirements for avoiding additional taxes or penalties under Section 409A. Notwithstanding the foregoing, the Company makes no representations that the payments and benefits provided under this Award comply with Section 409A and in no event will the Company be liable for all or any portion of any taxes, penalties, interest or other expenses that may be incurred by the Director on account of non-compliance with Section 409A.

12. Miscellaneous. This Award Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. This Award Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. This Award Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and may not be modified other than by written instrument executed by the parties.

IN WITNESS WHEREOF, this Award Agreement has been executed as of the date first above written.

RENT-A-CENTER, INC.

By: \_\_\_\_\_

Name: [\_\_\_\_\_]

Title: [\_\_\_\_\_]

\_\_\_\_\_  
[DIRECTOR]