

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

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**FORM 10-K**

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(Mark One)

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

For the fiscal year ended December 31, 2021

OR

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

For the Transition Period from \_\_\_\_\_ to \_\_\_\_\_

Commission file Number. 1-39681

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**THE AARON'S COMPANY, INC.**

(Exact name of registrant as specified in its charter)

**Georgia**

(State or other jurisdiction of  
incorporation or organization)

**85-2483376**

(I. R. S. Employer  
Identification No.)

**400 Galleria Parkway SE Suite 300 Atlanta Georgia**  
(Address of principal executive offices)

**30339-3182**  
(Zip Code)

**Registrant's telephone number, including area code: (678) 402-3000**

**Securities registered pursuant to Section 12(b) of the Act:**

Title of each class	Trading Symbol	Name of each exchange on which registered
Common Stock, \$0.50 Par Value	AAN	New York Stock Exchange

**Securities registered pursuant to Section 12(g) of the Act: NONE**

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes  No

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes  No

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes  No

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§ 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes  No

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

Large Accelerated Filer	<input checked="" type="checkbox"/>	Accelerated Filer	<input type="checkbox"/>
Non-Accelerated Filer	<input type="checkbox"/>	Smaller Reporting Company	<input type="checkbox"/>
Emerging Growth Company	<input type="checkbox"/>		

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.

Indicate by check mark whether the registrant has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public

accounting firm that prepared or issued its audit report.

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Act). Yes  No

The aggregate market value of the common stock held by non-affiliates of the registrant as of June 30, 2021 was \$713,345,547 based on the closing price on that date as reported by the New York Stock Exchange. Solely for the purpose of this calculation and for no other purpose, the non-affiliates of the registrant are assumed to be all shareholders of the registrant other than (i) directors of the registrant, (ii) executive officers of the registrant, and (iii) any shareholder that beneficially owns 10% or more of the registrant's common shares.

As of February 18, 2022, there were 30,978,324 shares of the Company's common stock outstanding.

#### **DOCUMENTS INCORPORATED BY REFERENCE**

Portions of the registrant's definitive Proxy Statement for the 2022 annual meeting of shareholders, to be filed subsequently with the Securities and Exchange Commission, or SEC, pursuant to Regulation 14A, are incorporated by reference into Part III of this Annual Report on Form 10-K.

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## CAUTIONARY NOTE REGARDING FORWARD LOOKING STATEMENTS

Certain oral and written statements made by The Aaron's Company, Inc. (the "Company") contain, or will contain, certain forward-looking statements regarding business strategies, market potential, future financial performance and other matters. The words "believe," "expect," "expectation," "anticipate," "may," "could," "should," "intend," "belief," "estimate," "plan," "target," "project," "likely," "will," "forecast," "outlook," or other similar words or phrases, among others, generally identify "forward-looking statements," which speak only as of the date the statements were made. The matters discussed in these forward-looking statements are subject to risks, uncertainties and other factors that could cause actual results to differ materially from those projected, anticipated or implied in the forward-looking statements. In particular, information included under "Risk Factors," "Financial Statements and Supplementary Data," and "Management's Discussion and Analysis of Financial Condition and Results of Operations" contain forward-looking statements. Where, in any forward-looking statement, an expectation or belief as to future results or events is expressed, such expectation or belief is based on the current plans and expectations of our management and expressed in good faith and believed to have a reasonable basis, but there can be no assurance that the expectation or belief will result or be achieved or accomplished. Whether any such forward-looking statements are in fact achieved will depend on future events, some of which are beyond our control. Except as may be required by law, we undertake no obligation to modify or revise any forward-looking statements to reflect events or circumstances occurring after the date of this Annual Report. Factors, risks, trends and uncertainties that could cause actual results or events to differ materially from those anticipated include the matters described under "Risk Factors" and "Management's Discussion and Analysis of Financial Condition and Results of Operations," in addition to the following other factors, risks, trends and uncertainties:

- the effect on our business from the COVID-19 pandemic and related measures taken by governmental or regulatory authorities to combat the pandemic, including the impact of the pandemic and such measures on: (a) demand for the lease-to-own products offered by the Company, (b) changes in lease merchandise write-offs and the provision for returns and uncollectible renewal payments, (c) our customers, including their ability and willingness to satisfy their obligations under their lease agreements, (d) our suppliers, including their ability to provide us with the merchandise we need to buy from them, (e) our team members, (f) our labor needs, including our ability to adequately staff our operations, (g) our revenue and overall financial performance and (h) the manner in which we are able to conduct our operations;
- changes in the enforcement of existing laws and regulations and the adoption of new laws and regulations that may unfavorably impact our business, and failures to comply with existing or new laws or regulations, including those related to consumer protection, as well as an increased focus on our industry by federal and state regulatory authorities, which we expect to intensify under the new Presidential Administration;
- our strategic plan failing to deliver the benefits and outcomes we expect, with respect to improving our business in particular, including components of that plan related to centralizing key processes, such as customer lease decisioning and payments, and real estate repositioning and consolidation;
- our ability to attract and retain key personnel;
- cybersecurity breaches, disruptions or failures in our information technology ("IT"), technology systems and our failure to protect the security of personal information about our customers;
- weakening general market and economic conditions, especially as they may affect retail sales, unemployment and consumer confidence or spending levels;
- the current inflationary environment could result in increased labor, raw materials or logistics costs that we are unable to offset or accelerating prices that result in lower lease volumes;
- supply chain delays and disruptions, including adverse consequences to our supply chain function from decreased procurement volumes and from the COVID-19 pandemic;
- increased competition from direct-to-consumer and virtual lease-to-own competitors, as well as from traditional and on-line retailers and other competitors;
- financial challenges faced by our franchisees, which could be exacerbated in future periods by the COVID-19 pandemic and its unfavorable impacts on unemployment and other economic factors, and/or by related governmental or regulatory measures to combat the pandemic;

- the risk that the proposed acquisition of Interbond Corporation of America, doing business as BrandsMart U.S.A. ("BrandsMart") will not be consummated in a timely manner or at all, or the Company's failure to realize the benefits expected from the proposed acquisition, including projected synergies;
- the risk that the acquisition of BrandsMart, if consummated, will create risks and uncertainties which could materially and adversely affect our business and results of operations;
- our ability to successfully acquire and integrate businesses and to realize the projected results and expected benefits of acquisitions or strategic transactions;
- our ability to maintain or improve market share in the categories in which we operate despite heightened competitive pressure;
- our ability to improve operations and realize cost savings;
- our ability to access capital markets or raise capital, if needed;
- our ability to protect our intellectual property and other material proprietary rights;
- changes in our services or products;
- the possibility that the operational, strategic and shareholder value creation opportunities from the separation (as defined in Item 1. Business -Description of 2020 Spin-off Transaction) may not be achieved;
- the failure of the separation to qualify for the expected tax treatment;
- negative reputational and financial impacts resulting from future acquisitions or strategic transactions;
- restrictions contained in our debt agreements; and
- other factors described in this Annual Report and from time to time in documents that we file with the SEC.

You should read this Annual Report completely and with the understanding that actual future results may be materially different from expectations. All forward-looking statements made in this Annual Report are qualified by these cautionary statements. These forward-looking statements are made only as of the date of this Annual Report, and we do not undertake any obligation, other than as may be required by law, to update or revise any forward-looking or cautionary statements to reflect changes in assumptions, the occurrence of events, unanticipated or otherwise, and changes in future operating results over time or otherwise.

Comparisons of results for current and any prior periods are not intended to express any future trends, or indications of future performance, unless expressed as such, and should only be viewed as historical data.

## PART I

### ITEM 1. BUSINESS

Unless otherwise indicated or unless the context otherwise requires, all references in this Annual Report on Form 10-K to the "Company," "our Company," "The Aaron's Company," "Aaron's," "we," "us," "our" and similar expressions are references to The Aaron's Company, Inc. and its consolidated subsidiaries, which holds, directly or indirectly, the assets and liabilities historically associated with the historical Aaron's Business segment (the "Aaron's Business") prior to the 2020 separation of the Aaron's Business segment from the Progressive Leasing and Vive segments further described below.

#### Our Company

The Aaron's Company, Inc. is a leading, technology-enabled, omni-channel provider of lease-to-own ("LTO") and purchase solutions of furniture, appliances, consumer electronics, and accessories. Since its founding in 1955, Aaron's has been committed to serving the overlooked and underserved customer with a dedication to inclusion and improving the communities in which it operates. Through our portfolio of approximately 1,300 stores and our Aarons.com e-commerce platform, we provide consumers with LTO and purchase solutions for the products they need and want, with a focus on providing our customers with unparalleled customer service and an attractive value proposition, including competitive monthly payments and total cost of ownership as compared to other LTO providers, high approval rates, and lease plan flexibility. In addition, we offer a wide product selection, free prompt delivery, product setup, service and returns, and the ability to pause, cancel or resume lease contracts at any time with no penalty to the customer.

As of December 31, 2021, the Company had 1,074 Company-operated stores in 43 states and Canada, and 236 independently-owned franchised stores in 35 states and Canada.

#### BrandsMart Acquisition

On February 23, 2022, the Company entered into a definitive agreement to acquire a 100% ownership of Interbond Corporation of America, doing business as BrandsMart U.S.A. ("BrandsMart"). Founded in 1977, BrandsMart is one of the leading appliance and consumer electronics retailers in the southeast United States and one of the largest appliance retailers in the country with ten stores in Florida and Georgia and a growing e-commerce presence on brandsmartusa.com. Under the terms of the agreement, total consideration is approximately \$230 million in cash, subject to certain closing adjustments, and the transaction is expected to close in the second quarter of 2022. The transaction remains subject to customary closing conditions, including obtaining applicable regulatory approvals.

Management believes that the acquisition will strengthen Aaron's ability to deliver on its mission of enhancing people's lives by providing easy access to high quality furniture, appliances, electronics, and other home goods through affordable lease to own and retail purchase options. Value-creation opportunities include leveraging Aaron's lease-to-own expertise to provide BrandsMart's customers enhanced payment options and offering a wide selection of BrandsMart product assortment to millions of Aaron's customers.

#### Description of 2020 Spin-off Transaction

On October 16, 2020, management of Aaron's, Inc. finalized the formation of a new holding company structure in anticipation of the separation and distribution transaction described below. Under the holding company structure, Aaron's, Inc. became a direct, wholly owned subsidiary of a newly formed company, Aaron's Holdings Company, Inc. Aaron's, Inc. was subsequently converted to a limited liability company ("Aaron's, LLC") holding the assets and liabilities historically associated with the historical Aaron's Business segment (the "Aaron's Business"). Upon completion of the holding company formation, Aaron's Holdings Company, Inc. became the publicly traded parent company of the Progressive Leasing segment ("Progressive Leasing"), Aaron's Business, and Vive segment ("Vive").

On November 30, 2020 (the "separation and distribution date"), Aaron's Holdings Company, Inc. completed the previously announced separation of the Aaron's Business from Progressive Leasing and Vive and changed its name to PROG Holdings, Inc. (referred to herein as "PROG Holdings" or "Former Parent"). The separation of the Aaron's Business was effected through a distribution (the "separation", the "separation and distribution", or the "spin-off transaction") of all outstanding shares of common stock of a newly formed company called The Aaron's Company, Inc., a Georgia Corporation ("Aaron's", "The Aaron's Company" or "the Company"), to the PROG Holdings shareholders of record as of November 27, 2020. Upon the separation and distribution, Aaron's, LLC became a wholly-owned subsidiary of The Aaron's Company. Shareholders of PROG Holdings received one share of The Aaron's Company common stock for every two shares of PROG Holdings' common stock. Upon completion of the separation and distribution transaction, The Aaron's Company, Inc. became an independent, publicly traded company under the ticker "AAN" on the New York Stock Exchange. References to PROG Holdings may refer to Aaron's, Inc. or Aaron's Holdings Company, Inc. for transactions, events, and obligations prior to the separation and distribution date or PROG Holdings, Inc. for transactions, events, and obligations of PROG Holdings at or subsequent to the separation and distribution date.

## Strategic Plan

Our management team is committed to executing against the following core set of strategic priorities to further transform and grow the business:

- **Align our Store Footprint to our Customer Opportunity** – We continue to invest in our market strategy capabilities to make better-informed, evidence-driven decisions around store location. We are conducting a strategic review of our real estate portfolio, which we expect will increase profitability while successfully serving our markets through repositioning, remodeling, and consolidating our existing stores via our next-generation store concept ("GenNext"). The GenNext store concept features larger showrooms and/or re-engineered store layouts, increased product selection, technology-enabled shopping and checkout, and a refined operating model. We expect that this strategy, together with our Aarons.com e-commerce platform and increased use of technology to better serve our customers, will enable us to reduce store count while continuing to better serve our existing markets, as well as attracting new customers and expand into new markets in the future. As of December 31, 2021, we have 116 GenNext stores in our portfolio, with plans to add an additional 120 GenNext concept stores by December 31, 2022.
- **Simplify and Digitize the Customer Experience** – We continue to provide an enhanced customer experience by developing and maintaining technologies that give the customer more access to what they want and need, and more control over the lease transaction. These technologies include data-enabled lease decisioning, fully transactional, on-line shopping and payment platforms that increase flexibility and customization for the customer. Further, we have meaningfully expanded the product assortment on Aarons.com by enhancing our marketplace capabilities by providing access to a larger variety of products without increasing our inventory. These initiatives are designed to allow our customers to transact and manage the payment process through their digital devices. We expect these initiatives to increase repeat business, reduce our customer acquisition cost, improve the performance of our customer lease portfolio and enhance the customer experience.
- **Promote our Value Proposition to Attract New Customers to our Brand** – We continue to develop innovative marketing campaigns that better illustrate our value proposition to new, existing, and previous Aaron's customers. To do this, we utilize a broad spectrum of traditional and digital marketing communications, from national broadcast campaigns to local market media to increasing digital investments, allowing us to customize messages. Our communications are all designed to educate our target customers about our key competitive advantages. These advantages include competitive monthly payments and total cost of ownership as compared to other LTO providers, high approval rates and industry-leading customer service. We offer a wide product selection, free prompt delivery, product setup, service and returns, and the ability to pause, cancel or resume lease contracts at any time with no penalty to the customer. Additionally, to further our omnichannel efforts to reach customers where they prefer to shop, we have invested in a technology-driven sales program ("Inside Sales Program") that employs remote full and part-time sales representatives to help potential customers find the products they are seeking and assist them through the lease process. We believe this value proposition, supported by our advanced omnichannel capabilities and existing store and supply chain infrastructure, differentiates us from competitors and will drive new customers to both our e-commerce and in-store channels.
- **Further environmental, social, and governance initiatives ("ESG")** – We continue to invest in building a people-focused workplace culture and in opportunities to make a positive impact on the environment and the communities where our customers and team members live and work. To do this, in 2021, we completed maturity assessments for our compliance, enterprise risk management, and corporate governance programs and have developed roadmaps for enhancing these programs in 2022 and beyond. Also, in 2021, we conducted a strategic review of Aaron's diversity and inclusion initiatives and then announced a new vision and strategy for the future of this program. In 2022, we plan to conduct maturity assessments for our safety and environmental management programs and to develop roadmaps for continued maturity of these program. Finally, we remain committed to contributing at least 1% of our annual, consolidated pre-tax profits to help build stronger communities. We expect these initiatives to continue improving the sustainability of Aaron's.

## Competitive Assets

We have a unique set of physical and intangible assets developed over decades in the LTO business, which are difficult, expensive, and time consuming to replicate. We have developed a comprehensive strategy to leverage these assets including the following:

- **Our brand and physical presence in approximately 700 markets** – With over 65 years in business, the Company is recognized nationwide as a leader in the LTO marketplace. This brand recognition has led to an approximate 67% repeat customer rate for the new leases we enter into, and as of December 31, 2021, our Company-operated and franchised stores had approximately 1.1 million customers with active leases. We believe the versatility of our

business model enables us to successfully serve diverse markets including rural, suburban and urban markets, helping mitigate the impact of local economic disruptions resulting from specific industry economic cycles, weather, and other disruptive events.

- **Industry leading technology and analytics** – The Company has invested in technology to improve the customer experience and its operational execution. These investments include platforms for enhanced data analytics, data-enabled lease decisioning, digital customer onboarding, centralized payment processing and an e-commerce website that allows the customer to review and select merchandise, complete the lease application and, if approved, complete the LTO agreement and make the first lease payment on-line. Our technology-enabled platforms simplify the transaction and provide customers with enhanced transparency and flexibility throughout their lease, and provide management with information needed to optimize the financial performance of the business.
- **Management teams with deep industry experience and customer relationships** – The Company's stores are managed by a group of tenured managers and multi-unit leaders who have deep knowledge of the LTO transaction and operations, as well as experience with our overlooked and underserved customer base. Our high levels of customer service are enhanced by years of relationship building and LTO industry experience that is hard to replicate. Our average management tenure is as follows: 8 years for store managers; 10 years for regional managers; 15 years for area directors, 16 years for divisional vice presidents; and 23 years for our Chief Store Operations Officer.
- **Last-mile, reverse logistics and refurbishment capabilities** – We have approximately 2,300 delivery trucks located throughout our network enabling us to provide last-mile and reverse logistics capabilities in our markets. All Aaron's stores have a dedicated logistics team and infrastructure that enable us to offer our customers complimentary, prompt delivery, in-home set-up, product repair or replacement services, and reverse logistics for the products our customers obtain from us. Our stores also include refurbishment operations for returned merchandise, allowing us to provide pre-leased products for lease or sales in our stores and maximize inventory utilization.
- **In-house upholstered furniture and bedding manufacturing** – Under our Woodhaven Furniture Industries ("Woodhaven") manufacturing division, we have the capacity to manufacture approximately 1.5 million units per year of furniture and bedding, utilizing over 800,000 square feet of manufacturing capacity in five primary furniture facilities and six mattress locations. In-house manufacturing provides control over quality and construction, fast response to changing customer tastes and market trends, reduced inventory fulfillment lead times, and mitigation of inventory supply disruptions.

### Operating Segments

As of December 31, 2021, the Company has one operating and reportable segment ("Aaron's"), which is consistent with the current organizational structure and how the chief operating decision maker regularly reviews results to analyze performance and allocate resources.

The operating results of our reportable segment may be found in (i) [Item 7](#). Management's Discussion and Analysis of Financial Condition and Results of Operations and (ii) [Item 8](#). Financial Statements and Supplementary Data.

### The Lease-to-Own Business Model

The LTO model offers customers an attractive alternative to traditional methods of purchasing furniture, appliances, electronics, computers and a variety of other products and accessories. In a standard LTO transaction, the customer has the option to acquire ownership of merchandise over a fixed term renewable lease-to-own plan, usually 12 to 24 months, typically by making weekly, semi-monthly, or monthly lease renewal payments. The customer also has the option to cancel the agreement at any time without penalty by returning the merchandise to the lessor and only making payments required for the accrued lease period. If the customer renews the lease for each periodic renewal period through the completion of the lease ownership plan, they then obtain ownership of the item. In addition, LTO transactions typically include early ownership options, free delivery and in-home set-up of the merchandise, free repairs when needed, and other benefits.

An LTO agreement provides flexibility, affordable payments, and no long-term commitment, and is available to all customers who are approved, including those who are credit challenged. Other consumers who find the LTO model appealing are those who have a temporary need for merchandise, those who want to try a product at home before committing to the full cost of ownership, and those who, despite access to credit, do not wish to incur additional debt. We believe the LTO value proposition results in high customer loyalty and repeat purchase behavior, which reduces customer acquisition costs and improves customer lifetime value.



LTO businesses benefit from relatively stable, renewable lease revenues and predictable cash flows provided by pools of lease agreements originated in prior periods. Our renewable lease revenue streams help insulate the business in times of macro-economic disruption and reduce reliance on current period sales and customer traffic for cash flows as compared to other retailing models. During the year ended December 31, 2021, approximately 89% of the Company's total revenue was generated from recurring revenue streams related to our contracted lease payments.

### **Our Market Opportunity**

Our core customer base is principally comprised of overlooked and underserved consumers in the United States and Canada with limited access to traditional credit sources. According to Fair Isaacs Corporation, more than 100 million people in the United States either have no credit score or have a score below 650. Historically, during economic downturns, our customer base expands due to tightened credit underwriting by banks and credit card issuers, as well as employment-related factors which may impact customers' ability to otherwise purchase products from traditional retailers using cash or traditional financing sources. We have stores strategically located in over 700 markets across the United States and Canada and are within five miles of 43.8% of U.S. households. Our stores are designed and merchandised to appeal to customers across different types of markets, including urban, suburban and rural markets.

### **Operations**

#### *Aaron's Omni-channel Operations*

We are committed to providing our customers with an exceptional omni-channel platform which includes an in-store and on-line shopping experience that allows Aaron's to engage customers in ways that are convenient and preferable for them. This platform includes a digital guided experience of the customer's LTO transaction through data-enabled lease decisioning, digital servicing and payment options, as well as a digitally streamlined shopping experience on our e-commerce website, Aarons.com. Aarons.com allows customers to seamlessly browse for merchandise, obtain approval for a lease, complete the lease transaction, and access on-line self-service of lease payments and account management. Additionally, our technology-driven Inside Sales Program is designed to help potential customers find the products they are seeking and assist them through the lease process. As a result of our technology-enabled omni-channel strategy, we are attracting more new and younger customers to our brand, and many of the Aarons.com transactions come from individuals who previously had not shopped at Aaron's.

As of December 31, 2021, we have stores located in 43 states and Canada, and our portfolio is comprised of 1,074 company-operated locations and 236 franchised locations, which are owned and operated by independent franchisees on a licensed basis. We have developed a distinctive store concept including specific merchandising standards, store designs, and flexible payment options, all designed to appeal to our customer base. Our typical store layout is a combination of showroom, customer service and warehouse space, generally comprising 6,000 to 15,000 square feet. Most stores have at least two trucks for prompt last-mile delivery, service and return of product.

We have various levels of leadership that oversee our business operations, including divisional vice presidents, area directors and regional managers. At the individual store level, the general manager is primarily responsible for managing and supervising all aspects of store operations, including (a) customer relations and account management, (b) deliveries and pickups, (c) warehouse and inventory management, (d) merchandise selection, (e) employment decisions, including hiring, training and terminating store team members, and (f) certain marketing initiatives. General managers also administer the process of returning merchandise including making determinations with respect to inspection, product repair or replacement, sales, reconditioning and subsequent re-leasing.

We use management information systems to facilitate customer orders, lease renewal payments, merchandise returns and inventory monitoring. Substantially all of our stores are network-linked directly to corporate headquarters enabling us to monitor single store performance on a daily basis. This network system assists the general manager in (a) tracking merchandise on the showroom floor and warehouse, (b) minimizing delivery times, (c) assisting with product purchasing, and (d) matching customer needs with available inventory.

By leveraging our investments in technology, including Aarons.com, data-enabled lease decisioning, and our omni-channel customer service and payment platforms, we believe that we can serve our existing markets through a more efficient store portfolio while continuing to provide the high level of service our customers expect.

### *Lease Agreement Approval and Decisioning*

The Aaron's lease decisioning solutions are core to managing the risk of our lease agreement portfolio. We have developed proprietary lease approval processes with respect to our U.S. Company-operated stores through a fully automated technology-driven algorithm-enabled centralized digital decisioning platform, which is designed to improve our customer experience by streamlining and standardizing the lease decisioning process and shortening transaction times. Customers receive lease approval decisions either on-line at Aarons.com enabling them to shop on Aarons.com, or at apply.aarons.com, a quick, convenient digital approval process that allows consumers to shop with approval in hand at an Aaron's retail location. Our lease decisioning solutions have allowed us to optimize approval rates, lease amounts, full ownership conversions, write-offs, and revenue outcomes. We believe continuous innovation and frequent enhancements to the Aaron's lease decisioning solutions gives us an edge over our competition.

At the core of the lease decisioning solutions are the Aaron's lease decisioning models. Our model development efforts utilize modern Artificial Intelligence and Machine Learning techniques. We utilize a multitude of traditional and alternative data sources in the model training process in an effort to maximize the predictive power of the decisioning models, while working with appropriate internal and external resources to assure compliant and consistent results. The combination of modern data science techniques and a wide breadth of data produces models that are highly capable of discerning lease applications that are likely to be profitable from lease applications that are not. Our technology platforms enable these models to produce decisions in real time for each lease application.

The second pillar of the Aaron's decisioning solution is a robust set of post-model processes that determine the appropriate lease amounts or product approvals depending on the risk associated with the application. Higher scored applications are eligible for larger lease amounts or product approvals.

Lastly, the Aaron's decisioning solution includes fraud prevention processes. Our fraud prevention processes focus on identity and the digital fingerprint associated with lease applications. To reduce our synthetic fraud risk exposure, we evaluate risks associated with emails, phones, and devices used in an application. We employ automated knowledge-based authentication depending on the fraud risk level of each lease application. We believe this authentication reduces our fraud risk while still offering a streamlined lease application experience for the consumer.

We continue to enhance our decisioning capabilities by adopting an iterative "test and learn" approach and expect that we will continue to drive positive outcomes through incremental enhancements. Franchised stores have also implemented this data-enabled decisioning platform in their stores as well. In addition to utilizing this decisioning platform, stores may occasionally complete the lease approval process by verifying the applicant's employment, or other reliable sources of income, and using personal references, which was the approval method used by our stores prior to the implementation of our data-enabled digital decisioning platform.

### *Merchandising*

We employ a merchandising strategy that spans three primary key product categories: furniture, home appliances and electronics. We have long-term relationships with many well-known and aspirational brands, including Samsung®, GE®, HP®, JBL®, Simmons®, Lane® and Ashley®. We purchase merchandise directly from manufacturers and local distributors at competitive prices. One of our largest suppliers is our own Woodhaven Furniture Industries manufacturing division, which supplies the majority of the bedding and a significant portion of the upholstered furniture we lease and sell. In recent years, we have strategically focused on growing the revenue contribution of furniture and appliances to align with macro-economic expansion in these categories and attract new customers. In addition, we have increased our product offerings through expanded assortment on Aarons.com and our in-store digital shopping platform.

The following table shows the percentage of our revenues attributable to different merchandise categories:

<b>Aaron's Merchandise Category</b>	<b>Year Ended December 31,</b>		
	<b>2021</b>	<b>2020</b>	<b>2019</b>
Furniture	43 %	44 %	44 %
Home appliances	31 %	29 %	27 %
Electronics	23 %	24 %	26 %
Other	3 %	3 %	3 %

### *Marketing and Advertising*

Our marketing efforts target potential new customers, as well as current and previous customers, through a variety of traditional and digital media channels including on-line search, TV, radio, digital video, and direct mail, with a combination of brand and

promotional messaging. We continue to test new ways to engage potential customers and identify audience segments that find the LTO solution appealing.

With our fast-growing e-commerce business, we focus heavily on digital marketing including search, display, and social media to help drive traffic to both stores and our e-commerce website. Our e-commerce marketing is dynamically managed on a daily basis and is growing as a share of spend relative to traditional marketing channels.

We continue to refine and expand our overall contact strategy to grow our customer base. We test various types of advertising and marketing campaigns and strategies, analyze the results of those tests and, based on our learnings, refine those campaigns and strategies to attempt to maximize their effectiveness with current and potential customers. By understanding optimal offers and products to promote to current and former customers, along with potential prospects, we look to continue improvements in marketing return on investment. With respect to existing customers, direct mail and email serve as the primary tools we utilize in our marketing strategies. With respect to marketing to potential customers, our primary tools currently include digital, direct mail, and traditional broadcasting and search advertising.

#### *Franchising*

As of December 31, 2021, we had 67 franchisees, who operate a total of 236 franchised store locations. We have existing agreements with our current franchisees to govern the operations of franchised stores. Our standard agreement is for a term of 10 years, with one ten-year renewal option, and requires our franchisees to operate in compliance with our policies and procedures. In collaboration with our franchisees, we are able to refine, further develop and test operating standards, marketing concepts and product and pricing strategies that we believe will ultimately benefit our company-operated stores. Franchisees are obligated to remit to us royalty payments of 6% of the weekly cash revenue collections from their stores.

From time to time, we may enter into franchise agreements with new franchisees or purchase store locations from our franchisees. We have purchased 306 store locations from our franchisees since January 1, 2017. We have not entered into a franchise agreement with a new franchisee in more than five years. We will continue to assess opportunities to both acquire existing franchise locations and franchise new markets that we wish to develop.

Some qualifying franchisees took part in a financing arrangement we established with several financial institutions to assist our existing franchisees in establishing and operating their store(s). Under that arrangement, which was originally established in 1994, we provide guarantees to the financial institutions that provide the loan facilities for amounts outstanding under this franchise financing program. At December 31, 2021, the maximum amount that the Company would be obligated to repay in the event franchisees defaulted was \$8.3 million, all of which would be due within the next two years. However, due to franchisee borrowing limits, we believe any losses associated with defaults would be substantially mitigated through recovery of lease merchandise and other assets. Since the inception of the franchise loan program in 1994, the Company's losses associated with the program have been immaterial. The Company believes that any future amounts to be funded by the Company in connection with these guarantees will be immaterial.

#### *Manufacturing*

Woodhaven Furniture Industries, our domestic manufacturing division, was established in 1982. Woodhaven consists of five furniture and six bedding manufacturing facilities totaling approximately 800,000 square feet of manufacturing space. Our in-house manufacturing capabilities help to ensure that during periods of supply chain volatility, we are better positioned to provide our stores with suitable inventory to meet customer demand. Substantially all the items Woodhaven produces continue to be leased or sold through our stores, including franchised stores. However, we also manufacture and sell furniture products to other retailers and directly to consumers on the Woodhaven direct-to-consumer site, woodhavenfurniture.com.

Woodhaven is a vertically integrated operation. Vertical integration enables us to better manage product availability, quality and cost with processes that include (a) digital design, construction and rendering, as well as physical prototyping, (b) cut and sew operation to process fabric and rolled goods into covers, (c) frame mill to process 100% of our frame components with hardwood and engineered panels, (d) foam fabrication operation to control foam and fiber quality, (e) product testing to assure product standards are met, and (f) multiple locations and material sources supports our business continuity planning.

Woodhaven produces upholstered living-room furniture (including contemporary sofas, chairs and modular sofa and ottoman collections in a variety of natural and synthetic fabrics) and bedding (including standard sizes of mattresses and box springs). The furniture produced by our integrated manufacturing operations incorporates features that we believe result in enhanced durability and improved shipping processes, as compared to furniture we would otherwise purchase from third parties. These features include (a) standardized components, (b) reduced number of parts and features susceptible to wear or damage, (c) more resilient foam, (d) durable fabrics and sturdy frames that translate to longer life and higher residual value, and (e) devices that allow sofas to stand on end for easier and more efficient transport. The division also provides replacement covers for all styles and fabrics of its upholstered furniture, as well as other parts, for use in reconditioning leased furniture that has been returned, so that our stores can continue to offer that furniture to our customers at a relatively low price point.

Woodhaven is also able to generate ancillary income and right-size production by selling furniture to third parties, including large, national retailers. During each of the years ended December 31, 2021, 2020 and 2019, approximately 18%, 16%, and 8%, respectively, of total non-retail sales, which we define as sales of new merchandise to our franchisees and to third-party retailers, were generated by Woodhaven from sales to third-party retailers.

#### *Lease Renewal*

We continue to emphasize renewals-related compliance training, monitoring, and improvement initiatives, to ensure compliance with federal and state laws and regulations and our internal policies. One of the factors in the success of our operations is timely management of lease renewal payments, which are monitored by general managers and team members and our centralized Customer Retention team members. Customers who fail to make lease renewal payments are contacted within a few days after their renewal date to discuss working with them to find a way to keep their agreement active. When we have been unable to reach the customer by telephone, we may visit those customers at their residences to encourage them to keep their agreement active or potentially return the lease merchandise. Careful attention to managing lease renewal payments is particularly important in LTO operations, where the customer has the option to cancel the agreement at the conclusion of each periodic payment term by returning the product covered by the agreement, and each contractually due payment is considered a renewal of the agreement. Approximately 86% of the payments that we collect are via a payment card, which reduces our transaction costs and increases our efficiency. We continue to encourage customers to take advantage of the convenience of enrolling in our automatic payment program, and approximately 51% of our customer lease agreements are enrolled for automatic payments as of December 31, 2021.

The provision for lease merchandise write-offs as a percentage of consolidated lease revenues was 4.2%, 4.2% and 6.2% in 2021, 2020 and 2019, respectively. We believe that our renewals and recovery policies comply with applicable laws, and we discipline any employee we determine to have deviated from such policies.

#### *Customer Success*

Helping our customers achieve success throughout their lease-to-own journey is at the center of The Aaron's Mission: *"To enhance people's lives by providing easy access to high quality products through affordable lease and purchase options"*.

We believe our strong focus on customer satisfaction generates repeat business and long-lasting relationships with our customers. Our customers receive multiple complimentary service benefits. These benefits vary according to applicable state law but generally include early purchase options, free delivery and set-up, free relocation of product to a new address within a specified geographic area, reinstatement options, product repair or replacement, access to digital tools to manage their account, and other discounts and benefits. Aaron's uncompromising focus on customers helps our customers to realize successful outcomes and yields a level of customer satisfaction that generates repeat business and a likelihood to recommend Aaron's to friends and family. Unlike traditional transactional retail sales, we have unique opportunity over the span of the LTO agreement to build a closer relationship with our customers, often celebrating, assisting, and supporting them through significant moments in their lives. During the year ended December 31, 2021, approximately 67% of the new lease agreements we entered into were with repeat customers.

We consider our store-based operations to be an important part of the communities we serve and treat all customers with respect. Customers who begin agreements on-line also have the support and service of a local store throughout the duration of the agreement. Our strong culture of customer service begins with our team members, both in our store-based operations and in our customer-facing contact centers, and requires that we develop skilled, empathetic team members who value our customers and who possess and project a genuine desire to understand and serve our customers' needs. To meet this requirement, we maintain and continuously enhance a comprehensive team member development program for both new and tenured team members. This development program and our commitment to diversity and inclusion is designed to enable our team members to provide a friendly and welcoming environment for our customers as well as a compliant, consistent, and helpful customer service experience. Further details can be found within the "Human Capital Management" section below.

Our store-based operations also offer customers the option to obtain a membership in the Aaron's Club Program (the "Club Program"). The benefits to customers of the Club Program are separated into three general categories: (a) lease protection benefits; (b) health & wellness discounts; and (c) dining, shopping and consumer savings. Club Program enrollment is optional and may be canceled by the member at any time.

The lease protection benefits may provide Club Program members with lease payment waivers for up to four months or a maximum of \$1,000 on active customer lease agreements if the customer becomes unemployed or ill; replacement of the product if the product is stolen or damaged by an act of God; waiver of remaining lease payments on lease agreements where any member named on the lease agreement dies; and/or product repair or replacement for an extended period after the customer takes ownership. Club Program benefits vary by state.

*Distribution for our Multi-Channel E-commerce and Store-based Operations*

Our multi-channel e-commerce and store businesses utilize our 15 fulfillment centers to control merchandise and offer our customers a wide product assortment. These centers average approximately 124,000 square feet, giving us approximately 1,860,000 square feet of logistics capacity outside of our network of stores.

We believe that our network of fulfillment centers provides a strategic advantage over our competitors. Our distribution system allows us to deliver merchandise promptly to our stores to quickly meet customer demand and effectively manage inventory levels. Most of our contiguous U.S. stores are within a 250-mile radius of a fulfillment center, facilitating timely shipment of products to the stores and fast delivery of orders to customers.

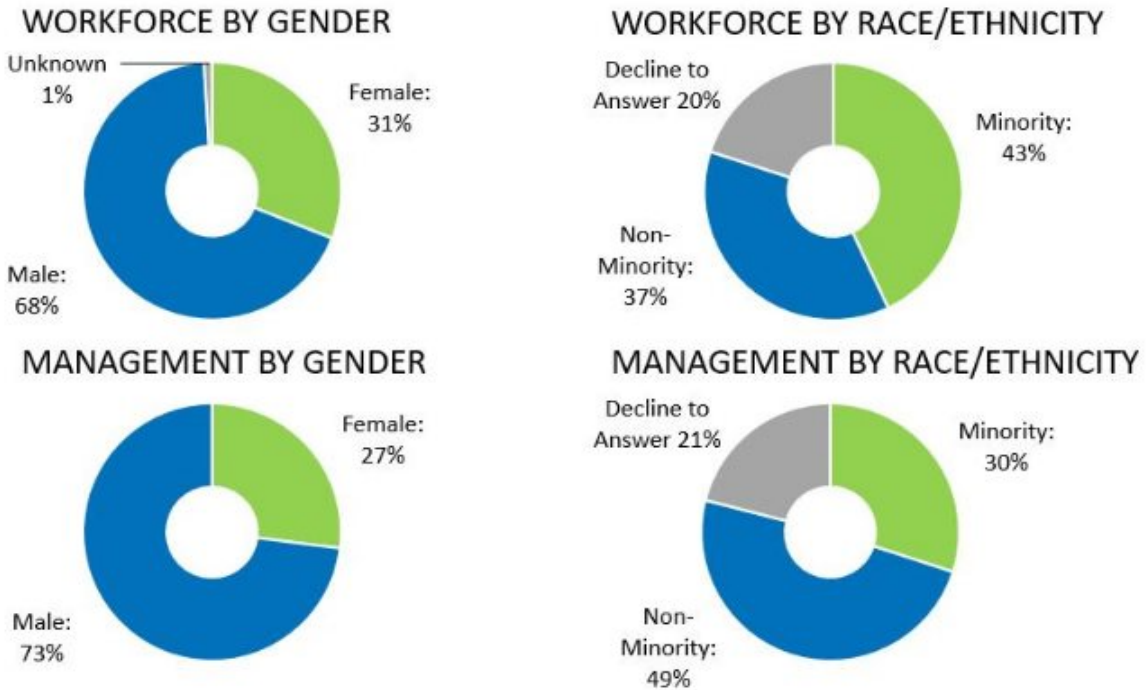
We realize freight savings and inventory productivity through centralized distribution of merchandise by using fulfillment centers. We use various contract carriers to make deliveries weekly to our stores nationwide. A fleet of over 2,300 store-based delivery trucks provide industry leading heavy goods last mile delivery and reverse logistics for returned products and the servicing of products.

**Human Capital Management**

On December 31, 2021, we employed approximately 9,170 full-time and part time team members, the majority of which were full-time team members. Approximately 7,570 of our team members were store or divisional/regional staff, with the remainder being part of the store support, fulfillment center, service center, and Woodhaven employee bases. None of our team members are covered by a collective bargaining agreement, and we believe that our relations with team members are good, driven by our commitment to listen, learn, and continually improve.

*Diversity and Inclusivity*

We believe in being an inclusive workplace for all of our team members and are committed to having a diverse workforce that is representative of the customers that choose to shop with us in-store or online and the communities in which we operate our businesses. A variety of perspectives enriches our culture, leads to innovative solutions for our business, enables us to better meet the needs of a diverse customer base, and reflects the communities we serve. Our aim is to develop inclusive leaders and an inclusive culture, while also recruiting, developing, mentoring, training, and retaining a diverse workforce, including a diverse group of management-level team members. As of December 31, 2021, for the team members that disclosed this information, 31% of our total workforce was female, 27% of management (which we define as manager level team members and higher) was female, 43% of our total workforce was racially/ethnically diverse and 30% of management was racially/ethnically diverse. Approximately 20% of our total workforce and 21% of management did not disclose their race/ethnicity.



Fostering a diverse and inclusive environment and creating a true sense of belonging are among our top priorities. Our Diversity and Inclusion Council, Employee Business Resource Groups (“EBRG”), and executive officers are dedicated to building diversity, inclusion, and belonging into all aspects of our operations and company culture.

Our diversity and inclusion initiatives include:

- Providing two executive sponsors, monetary, and other support to each of our EBRGs - the Aaron's Women's Leadership Network, Aaron's Black Leadership Exchange, Aaron's Pride Alliance, and Inspiring Growth and Unity at Aaron's for Latinos/Hispanics - that each allow a safe space for traditionally underrepresented team members to connect and discuss experiences, provide educational and motivational events, enable mentorship opportunities for team members, and support the Company’s objectives related to developing team members and creating diversity awareness;
- Expanding our EBRG programs to include professional development opportunities and launching campaigns to help raise awareness of our EBRGs;
- Creating more inclusive ways for team members to self-identify from a gender identity perspective;
- Supporting the Aaron's Diversity and Inclusion Council, which includes leaders from multiple functional areas and executive leadership, to provide management with support and oversight to our EBRGs;
- Celebrating cultural events led by our EBRGs, including but not limited to Black History Month, Women's History Month, National Hispanic Heritage Month, Pride Month, Día de los Muertos, Juneteenth, International Day of Tolerance, International Women's Day, Martin Luther King, Jr. Day, Veteran's Day, National Disability Independence Day, BIPOC Mental Health Awareness Month, and Family and Caregivers Month;
- Providing our full-time team members with a floating holiday that provides one additional day of leave time to celebrate a day that is special to them such as Martin Luther King, Jr. Day, Cinco de Mayo, International Women's Day, National Coming Out Day, etc.;
- Leveraging a strategic consulting firm to assist in defining and announcing our Company diversity and inclusion vision and strategic priorities, and developing a supporting initiatives roadmap to further embed diversity and inclusion throughout the team member lifecycle;
- Gathering team member sentiments regarding diversity and inclusion through an all-employee voluntary and anonymous survey, available to more than 9,000 team members, one-on-one interviews and focus groups, and leadership culture sessions to inform future diversity and inclusion planning and programming;
- Recruiting a diversity and inclusion role focused on advancing the Company's diversity and inclusion vision and strategic priorities;
- Utilizing diversity job boards to advertise job opportunities with the Company;
- Joining the Metro Atlanta Chamber's ATL Action for Racial Equity;
- Providing access to unconscious bias training for all people leaders across the Company through an e-learning platform;
- Expanding our efforts on learnings tied to diversity and inclusion, including a core learnings series identified in partnership with the EBRGs and investing in learning workshops for senior level managers;
- Conducting a talent review process designed to utilize a multi-factor approach to understand the talents of our team members and their potential to become future Company leaders.

#### *Development and Career Opportunities*

We believe in attracting top talent with a competitive wage and benefits offering and retaining them by providing an environment where team members can see that their career has a clear path of growth. To help facilitate that growth, we provide tools, resources and programs that adapt and grow with our team members. Our efforts include:

- Providing all store support team members and all management across the Company access to a library of more than 20,000 third-party courses enabling the development of new skills that contribute to career growth and development. In addition, this learning content is scanned and reviewed internally, leading to targeted library content that focuses on topics and content areas determined to be of greatest relevance and importance to the organization;

- Delivering an in-house designed continuous learning program to avail store team members a career path with the destination of their choosing while using custom learning solutions designed to add and confirm both competencies and proficiencies throughout all levels of their career. The learning takes a blended approach involving formal courses, self-directed learning, and on-the-job applications. In addition, the curriculum features internal experts educating and coaching others;
- Coordinating and enrolling training to all of our management-level team members in 2021, including compliance, ethics and leadership training;
- Providing team members with recurring training on critical issues such as safety and security, compliance, ethics and integrity, and information security;
- Gathering engagement feedback from our team members on a regular basis and responding to that feedback in a variety of ways including personal, one-on-one interactions, team meetings, leadership communications, and town hall meetings with team members, led by senior executives;
- Offering a tuition reimbursement program that provides eligible team members up to \$3,000 per year for courses related to current or future roles at the Company;
- Offering health benefits for all eligible team members, including our eligible hourly store-based, fulfillment center, manufacturing, and call-center team members;
- Providing confidential counseling for team members through our Employee Assistance Program (“EAP”);
- Providing a comprehensive suite of wellbeing offerings, including unlimited health coaching sessions, unlimited financial coaching sessions with a certified financial planner, and emotional support through our EAP counseling sessions and unlimited behavioral health coaching sessions via text, at no cost to our team members;
- Providing paid parental leave – maternity, paternity and adoption;
- Providing paid time off (including for receiving the COVID-19 vaccine and volunteer activities in the community);
- Matching team members’ 401(k) plan contributions of up to 5% of eligible pay after one year of service;
- Offering an employee stock purchase program for eligible team members with a lookback and discount; and
- Providing employee discounts for merchandise purchased

We strive to help team members maintain job stability so they are encouraged to stay with the Company and positioned to grow their skills and knowledge on the job. To reduce team member turnover we engage in surveys with team members, conduct stay interviews to help identify any issues before they cause a team member to leave the Company, and review exit interview data, hotline calls and root cause analysis to help deter turnover. The 2021 annualized voluntary turnover rate in our stores and fulfillment centers was 72%, and the 2021 annualized involuntary turnover rate in the stores and fulfillment centers was 29%.

#### *Health and Safety of Team Members and Customers*

Aaron's takes the safety of our team members and our customers seriously. Aaron's policies and training programs support our health and safety practices. Throughout the year, team members complete compliance training relevant to their role. Completion of required compliance training is closely managed to ensure that team members have the required skills and knowledge to perform ethically and safely. Additional protocols were implemented in 2020 and remained in place throughout 2021 designed to protect the health and safety of our team members and customers in response to the global COVID-19 pandemic related to the novel coronavirus disease.

In our Company-operated stores, we are monitoring and limiting, where possible, team members' potential exposure to persons at or who may enter our stores, reviewing orders and industry-specific guidance from applicable federal and state laws, Occupational Safety and Health Administration regulations and Centers for Disease Control (“CDC”) and state/local health authorities. Additionally, we continually evaluate our existing COVID-19 prevention controls and the need for different or additional controls, and conduct periodic inspections at our stores to identify unhealthy conditions, work practices, and work procedures related to COVID-19 to help ensure compliance with our COVID-19 policies and procedures.

#### *Labor Practices and Human Rights*

All of our team members earn more than the federal minimum wage. The average hourly wage of a full-time hourly operations employee in our Company-operated, stores and fulfillment centers, as of December 31, 2021, is \$14.79, with a meaningful portion of those team members earning an average hourly wage of \$15.50 or more. The average total compensation and benefits for a full-time hourly operations employee in our Company-operated stores and fulfillment centers is approximately \$35,000 including wages, bonuses and benefits, such as paid time off.

Aaron's respects the rights of workers who offer services and create the products that we purchase from our suppliers. We communicate our expectations to provide us with safe, energy-efficient, high-quality products, and we hold our suppliers to a high standard because we strive to be an example of good human rights and labor practices throughout our business activities. We take care in the selection of our suppliers, and we also communicate our expectations on social conditions, worker safety and integrity in the workplace, and compliance with applicable laws through our Supplier Code of Conduct. Our Supplier Code of Conduct outlines our expectations with respect to hiring practices, forced labor, child labor, discrimination, and other labor rights. Suppliers must comply with our Supplier Code of Conduct, conduct their business with a high level of integrity, and maintain accurate records to demonstrate that compliance. Specifically, we require our suppliers, in accordance with applicable laws, to meet the following standards per our Supplier Code of Conduct and standard terms and conditions:

- Treat all workers with dignity and respect;
- Provide a safe, healthy, and clean work environment;
- Provide safe and healthy housing if supplier provides residential housing for its team members;
- Provide a discrimination, harassment, and punishment free environment;
- Pay workers at least the minimum wage and benefits required;
- Follow minimum working hour restrictions;
- Prohibit child labor, forced labor and human trafficking; and
- Comply any with law (including any changes from time to time)

Our suppliers enter into a Master Supply Agreement with us in which they represent and warrant that all products are manufactured, packaged, tagged, and sold in compliance with all applicable laws and are legal for retail re-sale in each store that we operate without violation of any law. Specifically, all products must be packaged, labeled, and tested in compliance with all applicable laws, and the supplier must obtain and maintain all permits, licenses, certifications and registrations required by all applicable laws to provide their products.

From time to time, we are party to legal proceedings arising in the ordinary course of business, including those alleging employment discrimination or violations of wage-and-hour laws. During 2021, the total amount we paid to resolve proceedings alleging employment claims was immaterial to our earnings. In our efforts to have all team members comply with applicable employment-related laws, to drive positive workplace conduct, to strive to foster a fair and equitable workplace, and to reduce the number of employment discrimination claims brought against us, we provide a variety of resources, including non-discrimination and anti-harassment training as part of the Company's mandatory compliance training, for all team members including team members in our call centers, fulfillment and service centers, store support center, and stores.

### **Competition**

We operate in a highly competitive market with competition from national, regional and local operators of direct-to-consumer LTO stores and websites, virtual LTO companies, traditional and e-commerce retailers (including many that offer layaway programs, point of sale financing, and title or installment lending), traditional and on-line sellers of used merchandise, and various types of consumer finance companies that may enable our customers to shop at traditional or on-line retailers, as well as with rental stores that do not offer their customers a purchase option. We also compete with retail stores for customers desiring to purchase merchandise for cash or on credit. Competition is based primarily on product selection and availability, customer service, payment amounts, store location and terms, as well as total cost of merchandise ownership, the number and frequency of payments in lease ownership plans, and other factors.

### **Working Capital**

Our LTO model results in us remaining the owner of merchandise on lease until the customer obtains ownership of the item; therefore, our most significant working capital asset is merchandise inventory on lease. Our store-based and e-commerce operations also require us to maintain significant levels of merchandise inventory available for lease to provide the service levels demanded by our customers and to ensure timely delivery of our products. Consistent and dependable sources of liquidity are required to maintain such merchandise levels. We believe our cash on hand, operating cash flows, and availability under our credit agreement is adequate to meet our normal liquidity requirements.

### **Raw Materials**

The principal raw materials we use in furniture manufacturing at Woodhaven are fabric, foam, fiber, wire-innerspring assemblies, plywood, oriented strand board and hardwood. All of these materials are purchased in the open market from unaffiliated sources. We have a diverse base of suppliers; therefore, we are not dependent on any single supplier. The sourcing



of raw materials from our suppliers is not overly dependent on any particular country. While we have not had any material interruptions in our manufacturing operations due to COVID-19 pandemic-related shortages of raw materials, there can be no assurances that disruptions to our supply of raw materials will not become more significant, or that the costs of those raw materials will not increase significantly, going forward due to inflation and the adverse impacts of the pandemic.

### **Seasonality**

Our revenue mix is moderately seasonal. Adjusting for growth, the first quarter of each year generally has higher revenues than any other quarter. This is primarily due to realizing the full benefit of business that historically gradually increases in the fourth quarter as a result of the holiday season, as well as the receipt by our customers in the first quarter of federal and state income tax refunds. Our customers will more frequently exercise the early purchase option on their existing lease agreements or purchase merchandise during the first quarter of the year. We expect these trends to continue in future periods.

Due to the seasonality of our business and the extent of the impact of additional government stimulus, and/or enhanced unemployment benefits to our customers in response to the economic impacts of the COVID-19 pandemic, results for any quarter or period are not necessarily indicative of the results that may be achieved for a full fiscal year.

### **Government Regulation**

Our operations are extensively regulated by and subject to the requirements of various federal, state and local laws and regulations, and are subject to oversight by various government agencies. In general, such laws regulate applications for leases, pricing, late charges and other fees, lease disclosures, the content of advertising materials, and certain lease renewal and collection procedures.

Violations of certain provisions of these laws may result in material penalties. We are unable to predict the nature or effect on our operations or earnings of unknown future legislation, regulations and judicial decisions or future interpretations of existing and future legislation or regulations relating to our operations, and there can be no assurance that future laws, decisions or interpretations will not have a material adverse effect on our business, results of operations, or financial condition.

At the present time, no federal law specifically regulates the LTO transaction. Federal legislation to regulate the transaction has been proposed from time to time. In addition, certain elements of the business including matters such as renewal activity, marketing disclosures to customers and customer contact may be subject to federal laws and regulation.

There has been increased legislative and regulatory attention in the United States, at both the federal and state levels, on financial services products offered to near-prime and subprime consumers in general, which may result in an increase in legislative regulatory efforts directed at the LTO industry. We cannot predict whether any such legislation or regulations will be enacted and what the impact would be on us.

Additional regulations at both the state and federal level are under consideration, as the attention placed on financial services products and consumer debt transactions, including consumer debt collection practices, has grown significantly. We believe we are in material compliance with all applicable laws and regulations. Although we are unable to predict the results of any regulatory initiatives, we do not believe that existing and currently proposed regulations will have a material adverse impact on our business, results of operations, or financial condition.

Federal regulatory authorities are increasingly focused on the subprime financial and credit-restricted marketplace within which much of our LTO customer base obtains products and services. Any of these agencies may propose and adopt new regulations, or interpret existing regulations, in a manner that could result in significant adverse changes in the regulatory landscape for businesses such as ours. In addition, with increasing frequency, federal and state regulators are holding businesses like ours to higher standards of training, monitoring and compliance.

From time to time, federal regulatory agencies and state attorneys general have directed investigations or regulatory initiatives toward our industry, or toward certain companies within the industry.

In addition to federal regulatory oversight, currently, nearly every state and most provinces in Canada specifically regulate LTO transactions via state or provincial statutes, including states in which we currently operate our stores. Most state LTO laws require LTO companies to disclose to their customers the total number of payments, total amount and timing of all payments to acquire ownership of any item, any other charges that may be imposed and miscellaneous other items. The more restrictive state LTO laws limit the retail price for an item, the total amount that a customer may be charged for an item, or regulate the "cost-of-rental" amount that LTO companies may charge on LTO transactions, generally defining "cost-of-rental" as lease fees paid in excess of the "retail" price of the goods. Our long-established policy in all states is to disclose the terms of our LTO transactions as a matter of good business ethics and customer service. We believe we are in material compliance with the various state LTO laws.

## Available Information

We make available free of charge on our Internet website our Annual Report on Form 10-K, Quarterly Reports on Form 10-Q, Current Reports on Form 8-K and amendments to those reports and the Proxy Statement for our Annual Meeting of Shareholders. Our Internet address is [www.aarons.com](http://www.aarons.com).

## ITEM 1A. RISK FACTORS

The Company's business is subject to certain risks and uncertainties. Any of the following risk factors could cause our actual results to differ materially from historical or anticipated results. These risks and uncertainties are not the only ones we face, but represent the risks that we believe are material. However, there may be additional risks that we currently consider not to be material or of which we are not currently aware, and any of these risks could cause our actual results to differ materially from historical or anticipated results.

### Summary of Risk Factors

#### *Risks Related to COVID-19*

- The COVID-19 pandemic may have a material adverse effect on our business, results of operations, financial condition, liquidity and/or cash flow in future periods and the availability of labor due to vaccine and other regulatory restrictions on employers and the workforce and the costs associated with complying with such regulations.

#### *Risks Related to Our Business*

- Federal and state regulatory authorities are increasingly focused on our industry, and in addition to being subject to various existing federal and state laws and regulations, we may be subject to new or additional federal and state laws and regulations (or changes in interpretations of existing laws and regulations) that could expose us to government investigations, pricing restrictions, fines, penalties or other government-required payments by us, significant additional costs or compliance-related burdens that could force us to change our business practices in a manner that may have a material adverse effect on our business, results of operations or financial condition.
- From time to time we are subject to regulatory and legal proceedings which seek material damages or seek to place significant restrictions on our business operations. These proceedings may be negatively perceived by the public and materially and adversely affect our business.
- Certain judicial or regulatory decisions or laws may restrict or eliminate the enforceability of certain types of contractual provisions, such as mandatory arbitration clauses, designed to limit costly litigation, including class actions, as a dispute resolution method, which may have a material adverse effect on our business.
- Product safety and quality control issues, including product recalls, could harm our reputation, divert resources, reduce sales and increase costs.
- The current inflationary environment could adversely impact our business through increased costs to attract and retain talent, increased raw material costs and logistical costs to get product from suppliers to customer's homes, in each case, that we are unable to offset, and through acceleration of prices which could result in lower lease volumes.
- Our inability to recruit and retain qualified team members or violations by us of employment or wage and hour laws or regulations could have a material adverse effect on our business, results of operations or financial condition.
- The loss of the services of our key executives, or our inability to attract, develop and retain key talent could have a material adverse effect on our business and operations.
- If we do not maintain the privacy and security of customer, employee or other confidential information, due to cybersecurity-related "hacking" attacks, intrusions into our systems by unauthorized parties or otherwise, we could incur significant costs, litigation, regulatory enforcement actions and/or damage to our reputation, any one of which could have a material adverse effect on our business, results of operations or financial condition.
- If our IT systems are impaired, our business could be interrupted, our reputation could be harmed and we may experience lost revenues and increased costs and expenses, any of which could have a material adverse impact on our business, results of operations or financial condition.
- The acquisition of BrandsMart, if consummated will create risks and uncertainties which could adversely affect our business and results of operations.
- We face many challenges which could materially and adversely affect our overall results of operations, including the commoditization of certain product categories, increasing competition from a growing variety of sources, a decentralized, high-fixed-cost operating model, adverse consequences to our supply chain function from decreased

procurement volumes and from the COVID-19 pandemic, and lower lease volumes, and thus, less recurring revenues written into our customer lease portfolio.

- We continue to implement a strategic plan within our business that has changed, and is expected to continue to change, significant aspects of how our business has operated historically, and there is no guarantee that it will be successful.
- Our growth strategies may be unsuccessful if we are unable to identify and complete future acquisitions and successfully integrate acquired businesses or assets.
- We could lose our access to our third-party data sources, including, for example, those sources that provide us with data that we use as inputs into our centralized decisioning tools, which could cause us competitive harm and have a material adverse effect on our business, results of operations, or financial condition.
- We must successfully order and manage our inventory to reflect customer demand and anticipate changing consumer preferences and buying trends or our revenue and profitability will be adversely affected.
- Our competitors could impede our ability to attract new customers, or cause current customers to cease doing business with us, which could have a material adverse effect on our business, results of operations or financial condition.
- Given the nature of the COVID-19 pandemic, including the significant job losses caused by the pandemic, and uncertainty regarding how many unemployed workers will return to their jobs, and when they may do so, our proprietary algorithms and customer lease decisioning tools used to approve customers could no longer be indicative of our customers' ability to perform under their lease agreements with us.
- Our proprietary algorithms and customer lease decisioning tools used to approve customers could no longer be indicative of our customers' ability to perform under their lease agreements with us, even after the COVID-19 pandemic subsides.
- Our business and operations are subject to risks related to climate change.
- The transactions offered to consumers by our business may be negatively characterized by consumer advocacy groups, the media and certain federal, state and local government officials, and if those negative characterizations become increasingly accepted by consumers, demand for our services and the transactions we offer could decrease and our business, results of operations or financial condition could be materially and adversely affected.
- We may engage in, or be subject to, litigation with our franchisees.
- Operational and other failures by our franchisees may adversely impact us.
- We are subject to laws that regulate franchisor-franchisee relationships. Our ability to enforce our rights against our franchisees may be adversely affected by these laws, which could impair our growth strategy and cause our franchise revenues to decline.
- Changes to current law with respect to the assignment of liabilities in the franchise business model could materially and adversely affect our profitability.
- The success of our business is dependent on factors impacting consumer spending that are not under our control, including general economic conditions, and unfavorable economic conditions in the markets where we operate could materially and adversely affect our financial performance.
- The geographic concentration of our store locations may have an adverse impact on our financial performance due to economic downturns and serious weather events in regions where we have a high concentration of our stores.
- Our current insurance program may expose us to unexpected costs, including casualty and accident related self-insured losses, and negatively affect our financial performance.
- We are subject to sales, income and other taxes, which can vary from state-to-state and be difficult and complex to calculate due to the nature of our business. A failure to correctly calculate and pay such taxes could result in substantial tax liabilities and a material adverse effect on our results of operations.
- Employee misconduct could harm us by subjecting us to monetary loss, significant legal liability, regulatory scrutiny, and reputational harm.

#### *Risks Related to the Separation and Distribution*

- We have limited recent history of operating as an independent company, and our historical and pro forma financial information is not necessarily representative of the results that we would have achieved as a separate, publicly traded company and may not be a reliable indicator of our future results.
- We may not achieve some or all of the expected benefits of the separation, and the separation may materially and adversely affect our business, results of operations or financial condition.

- As a separate publicly traded company, we are required to maintain effective internal control over financial reporting in accordance with Section 404 of the Sarbanes-Oxley Act and our failure to do so could materially and adversely affect us. We will need to demonstrate our ability to manage our compliance with these corporate governance laws and regulations as an independent, public company that is no longer a part of PROG Holdings.
- In connection with our separation from PROG Holdings, formerly Aaron's Holdings Company, Inc., or Aaron's, Inc. prior to the holding company formation, PROG Holdings will indemnify us for certain liabilities, and we will indemnify PROG Holdings for certain liabilities. If we are required to make payments to PROG Holdings under these indemnities, our financial results could be negatively impacted. The PROG Holdings indemnity may not be sufficient to hold us harmless from the full amount of liabilities for which PROG Holdings will be allocated responsibility, and PROG Holdings may not be able to satisfy its indemnification obligations in the future.
- If the distribution, together with certain related transactions, does not qualify as a transaction that is generally tax free for U.S. federal income tax purposes, PROG Holdings, The Aaron's Company, and their shareholders could be subject to significant tax liabilities and, in certain circumstances, Aaron's could be required to indemnify PROG Holdings for material taxes and other related amounts pursuant to indemnification obligations under the tax matters agreement.
- U.S. federal income tax consequences may restrict our ability to engage in certain desirable strategic or capital-raising transactions.
- As an independent, publicly traded company, we may not enjoy the same benefits that were available to us as a segment of PROG Holdings. It may be more costly for us to separately obtain or perform the various corporate functions that PROG Holdings performed for us prior to the separation, and we will need to incur the costs, which could be material, to replicate certain systems, infrastructure and personnel to which we will no longer have access in our post-separation operations.
- We or PROG Holdings may fail to perform certain transitional services under various transaction agreements that were executed as part of the separation or we may fail to have necessary systems and services in place when certain of the transaction agreements covering those services expire.

#### *Risks Related to Ownership of our Common Stock*

- We cannot guarantee that an active trading market for our common stock will be sustained, and our stock price may fluctuate significantly.
- If securities or industry analysts do not publish research or publish misleading or unfavorable research about our business, our stock price and trading volume could decline.
- Shareholders' percentage of ownership in us may be diluted in the future.
- We cannot guarantee the timing, amount or payment of dividends on our common stock, or whether any dividends will be declared by our Board of Directors (our "Board").
- Our amended and restated bylaws designate the Georgia State-Wide Business Court in the State of Georgia as the exclusive forum for certain litigation, which may limit our shareholders' ability to choose a judicial forum for disputes with us.
- Certain provisions in our articles of incorporation and bylaws, and of Georgia law, may deter or delay an acquisition of us.

#### **Risks Relating to COVID-19**

**The COVID-19 pandemic may have a material adverse effect on our business, results of operations, financial condition, liquidity and/or cash flow in future periods and the availability of labor due to vaccine and other regulatory restrictions on employers and the workforce and the costs associated with complying with such regulations.**

The COVID-19 pandemic may have a material adverse effect on our business, results of operations, financial condition, liquidity and/or cash flow in future periods. In March 2020, the COVID-19 pandemic was declared a national emergency. In response to the COVID-19 pandemic, many state, local and foreign governments have put into place, and others in the future may put into place, quarantines, executive orders, shelter-in-place orders, and similar government orders and restrictions in order to control the spread of the disease. In the general economy, these orders or restrictions, or the perception that these orders or restrictions could occur, have resulted in business closures, work stoppages, slowdowns and delays, work-from-home policies, travel restrictions, and cancellation or postponement of events as well as a general decline in economic activity and consumer confidence and increases in job losses and unemployment. Because of the size and breadth of this pandemic, all the direct or indirect consequences of COVID-19 are not yet known and may not emerge for some time.

As the virus continues to evolve in the United States, or if other pandemics, epidemics or similar public health threats (or fears of such events) were to occur, our business, results of operations or financial condition may be materially and adversely affected. The extent to which the COVID-19 pandemic or other similar public health threats would ultimately impact us will depend on a number of factors and developments that we are not able to predict or control, including, among others:

- the duration and severity of the outbreak, which could be affected by the impact of federal vaccination mandates, if issued, on our workforce and the successful distribution and efficacy of COVID-19 vaccines, as well as any new variants of the virus, localized outbreaks and whether there are further, additional "waves" of COVID-19 cases or other additional periods of increases or spikes in the number of COVID-19 cases in future periods in some or all of the regions where our stores operate, and how widespread any such additional wave of infections may become;
- the impact of any such outbreaks on our customers, suppliers and team members; governmental, business and other actions in response to such outbreaks, including the possibility of additional state or local emergency or executive orders, including any stay-at-home orders, that, unlike governmental orders of that nature, may not deem our businesses to be essential, and thus, exempt from all or some portion of such orders;
- the health of and the effect of the COVID-19 pandemic on our workforce;
- whether there will be additional rounds of government stimulus and supplemental unemployment benefits in response to the COVID-19 pandemic, as well as the nature, timing and amount of such stimulus or unemployment payments; supply chain disruptions, including the inability of certain of our suppliers to timely fill our orders for merchandise; and
- the potential effects on our internal controls including those over financial reporting as a result of changes in working environments such as work-from-home or other remote working arrangements that are applicable to our team members.

In addition, if the COVID-19 pandemic creates disruptions or turmoil in the credit markets, it could adversely affect our ability to access capital on favorable terms, or at all, and continue to meet our liquidity needs, all of which are highly uncertain and cannot be predicted.

In response to the COVID-19 pandemic, beginning in mid-March 2020, we largely shifted to e-commerce and curbside service for our company-operated stores to protect the health and safety of our customers and team members, except where such curbside service was prohibited by governmental authorities. While we have since reopened all of our store showrooms, there can be no assurances that these operations will continue to remain open if, for example, there are localized increases or additional "waves" in the number of COVID-19 cases and, in response, governmental authorities issue orders requiring such closures or limitations on operations, or we voluntarily close our showrooms temporarily or otherwise limit their operations to protect the health and safety of our customers and team members, as we have done, for example, where we learn that an employee or customer who was in a store location has subsequently tested positive for COVID-19. Such governmental requirements or voluntary action could adversely impact future financial performance. Additionally, we have experienced disruptions in our supply chain which have impacted product availability in some of our stores and, in some situations, required us to procure inventory from alternative sources at higher costs.

In addition, factors that will negatively impact our ability to successfully maintain full operations during the current outbreak of COVID-19 or another pandemic, epidemic or similar public health threat include:

- the ability to attract customers to store showrooms given the risks, or perceived risks, of gathering in public places;
- the ability to recruit and retain team members to assist in the showrooms and fulfillment centers;
- government-imposed vaccine/testing mandates or similar state laws in the jurisdictions in which we operate, potentially resulting in shortages of COVID-19 vaccines or tests;
- increased operating costs and difficulty retaining and developing talent;
- supply chain delays and disruptions due to closed factories, reduced workforces, scarcity of raw materials and scrutiny or embargoing of goods produced in infected areas, or other pandemic-related risk mitigation limitations and restrictions; and
- fluctuations in regional and local economies, including the impact on regional and local retail markets and consumer confidence and spending.

The COVID-19 pandemic has adversely impacted unemployment rates, consumer confidence and other aspects of the United States and many other economies, and may continue to do so for an extended period of time. Additionally, workforce costs associated with the COVID-19 pandemic, such as healthcare costs, paid leave, enhanced cleaning and sanitation and vaccine incentive programs, are higher. There may be further increases in unemployment, and further deterioration in other aspects of the economy, as the duration of the COVID-19 pandemic continues and/or its severity increases. Although we have experienced

higher collection rates from our customers to-date, which we believe is due in part to government stimulus payments and enhanced unemployment benefits, there can be no assurances that continued high unemployment rates, a deterioration of consumer confidence or other adverse economic consequences of the COVID-19 pandemic will not have an unfavorable impact on our collections in future periods and/or the number of new leases that we generate, the size of our lease transactions, or other aspects of our performance, which could have an unfavorable impact on our business, results of operations, or financial condition.

We have offered, and are continuing to offer, programs to support our customers who are impacted by COVID-19 and its adverse economic impacts, including payment deferrals, which may negatively impact our business, results of operations or financial condition in the near term. Notwithstanding these customer support programs, a continuation or worsening of current economic conditions may result in lower consumer confidence and our customers not entering into new lease agreements with us or lease modifications, or refraining from continuing to pay their lease obligations at all, which may materially and adversely affect our business and results more substantially over a longer period.

The extent of the impact of the outbreak of COVID-19 on our business, results of operations or financial condition will depend largely on future developments, including the severity and duration of the outbreak in the U.S., which may be affected by the impact of federal vaccination mandates on our workforce and the successful distribution and efficacy of COVID-19 vaccines, as well as new variants of the virus, localized outbreaks and whether there are additional "waves" or other meaningful increases in the number of COVID-19 cases in future periods, whether COVID-19 vaccines and testing remains readily available, whether there will be additional rounds of government stimulus and/or supplemental unemployment payments and the amounts and durations of any such government stimulus, the related impact on consumer confidence and spending and when, or if, we will be able to resume normal operations, all of which are highly uncertain and cannot be predicted. COVID-19 presents material uncertainty and risk with respect to our business going forward and our future results of operations or financial condition.

## **Risks Relating to Our Business**

### *Legal and Regulatory Risks*

**Federal and state regulatory authorities are increasingly focused on our industry, and in addition to being subject to various existing federal and state laws and regulations, we may be subject to new or additional federal and state laws and regulations (or changes in interpretations of existing laws and regulations) that could expose us to government investigations, pricing restrictions, fines, penalties or other government-required payments by us, significant additional costs or compliance-related burdens that could force us to change our business practices in a manner that may have a material adverse effect on our business, results of operations or financial condition.**

Federal regulatory authorities such as the Federal Trade Commission (the "FTC") are increasingly focused on the subprime financial marketplace in which the LTO industry operates, and any of these federal agencies, as well as state regulatory authorities, may propose and adopt new regulations, or interpret existing regulations in a manner, that could result in significant adverse changes in the regulatory landscape for businesses such as ours. In addition, we believe, with increasing frequency, federal and state regulators are holding businesses like ours to higher standards of monitoring, disclosure and reporting, regardless of whether new laws or regulations governing our industry have been adopted. We expect this increased focus by federal and state regulatory authorities to intensify under the Biden Presidential Administration. Regulators and courts may apply laws or regulations to our businesses in inconsistent or unpredictable ways that may make compliance more difficult, expensive and uncertain. This increased attention at the federal and state levels, as well as the potential for scrutiny by certain municipal governments, could increase our compliance costs significantly and materially and adversely impact the manner in which we operate. For more information, see "Business—Government Regulation."

Nearly every state, the District of Columbia, and most provinces in Canada specifically regulate LTO transactions. Furthermore, certain aspects of our business, such as the content of our advertising and other disclosures to customers about our LTO transactions; and our lease renewal and collection practices (as well as those of third parties), the manner in which we contact our customers, our decisioning process regarding whether to lease merchandise to customers, any payment information we may decide to furnish to consumer reporting agencies, and the manner in which we process and store certain customer, employee and other information are subject to federal and state laws and regulatory oversight. For example, the California Consumer Privacy Act of 2018 (the "CCPA"), which became effective on January 1, 2020, has changed the manner in which our transactions with California residents are regulated with respect to the manner in which we collect, store and use consumer data, which will result in increased regulatory oversight and litigation risks and increase our compliance-related costs in California. In addition, on November 3, 2020, California voters approved a new privacy law, the California Privacy Rights Act ("CPRA"), which significantly modifies the CCPA, including by expanding consumers' rights with respect to certain personal information and creating a new state agency to oversee implementation and enforcement efforts. Many of the CPRA's provisions will become effective on January 1, 2023. Moreover, other states have adopted or may adopt privacy-related laws whose restrictions and requirements differ from those of the CCPA and CPRA, requiring us to design, implement and maintain

different types of state-based, privacy-related compliance controls and programs simultaneously in multiple states, thereby further increasing the complexity and cost of compliance.

Many of these laws and regulations are evolving, unclear and inconsistent across various jurisdictions, and complying with them is difficult, expensive and uncertain. Furthermore, legislative or regulatory proposals regarding our industry, or interpretations of them, may subject us to "headline risks" that could negatively impact our business in a particular market or in general and, therefore, may adversely affect our share price.

We have incurred and will continue to incur substantial costs to comply with federal and state laws and regulations. In addition to compliance costs, we may continue to incur substantial expenses to respond to federal and state government investigations and enforcement actions, proposed fines and penalties, criminal or civil sanctions, and private litigation, including those arising out of our or our franchisees' alleged violations of existing laws and/or regulations.

Further, certain political candidates for various offices have from time-to-time indicated a desire to increase the level of regulation and regulatory scrutiny applicable to LTO and similar subprime financial services providers. If elected, these candidates may propose new laws and regulations (or appoint individuals who could reinterpret existing regulations) that, if adopted, would adversely impact our current operations and the regulatory landscape for businesses such as ours.

Additionally, as we execute on our strategic plans, we may continue to expand into complementary businesses that engage in financial, banking or lending services, or LTO or rent-to-rent transactions involving products that we do not currently offer our customers, all of which may be subject to a variety of statutes and regulatory requirements in addition to those regulations currently applicable to our legacy operations, which may impose significant costs, limitations or prohibitions on the manner in which we currently conduct our businesses as well as those we may acquire in the future.

**From time to time we are subject to regulatory and legal proceedings which seek material damages or seek to place significant restrictions on our business operations. These proceedings may be negatively perceived by the public and materially and adversely affect our business, liquidity and capital resources.**

We are subject to legal and regulatory proceedings from time to time which may result in material damages or place significant restrictions on our business operations, and/or divert our management's attention from other business issues and opportunities and from our ongoing strategic plan to improve our performance. There can be no assurance that we will not incur material damages or penalties in a lawsuit or other proceeding in the future and/or significant defense costs related to such lawsuits or regulatory proceedings. Significant adverse judgments, penalties, settlement amounts, amounts needed to post a bond pending an appeal or defense costs could materially and adversely affect our liquidity and capital resources. It is also possible that, as a result of a present or future governmental or other proceeding or settlement, significant restrictions will be placed upon, or significant changes made to, our business practices, operations or methods, including pricing or similar terms. Any such restrictions or changes may adversely affect our profitability or increase our compliance costs.

**Certain judicial or regulatory decisions may restrict or eliminate the enforceability of certain types of contractual provisions, such as mandatory arbitration clauses, designed to limit costly litigation, including class actions, as a dispute resolution method, which could have a material adverse effect on our business.**

To attempt to limit costly and lengthy consumer, employee and other litigation, including class actions, we require customers and team members to sign arbitration agreements and class action waivers, many of which offer opt-out provisions. Recent judicial and regulatory actions have attempted to restrict or eliminate the enforceability of such agreements and waivers. If we are not permitted to use arbitration agreements and/or class action waivers, or if the enforceability of such agreements and waivers is restricted or eliminated, we could incur increased costs to resolve legal actions brought by customers, team members and others, as we would be forced to participate in more expensive and lengthy dispute resolution processes, any of which could have a material adverse effect on our business.

**Product safety and quality control issues, including product recalls, could harm our reputation, divert resources, reduce sales and increase costs.**

The products we lease through our business are subject to regulation by the U.S. Consumer Product Safety Commission and similar state regulatory authorities. Such products could be subject to recalls and other actions by these authorities. Such recalls and voluntary removal of products can result in, among other things, lost sales, diverted resources, potential harm to our reputation and increased customer service costs, which could have a material adverse effect on our business, results of operations or financial condition. In addition, given the terms of our lease agreements with our customers, in the event of such a product quality or safety issue, our customers who have leased the defective merchandise from us could terminate their lease agreements for that merchandise and/or not renew those lease arrangements, which could have a material adverse effect on our business, results of operations or financial condition, if we are unable to recover those losses from the vendor who supplied the defective merchandise.

### *Inflation Risk*

**Inflationary environment could adversely impact our business through increased cost to attract and retain talent, increased raw material costs, increased logistical costs to get product from suppliers to customer's homes and the acceleration of prices beyond the norm resulting in lower lease volumes.**

Our financial performance could be adversely impacted by relative rates of inflation, which are subject to market conditions. Labor shortages have increased the costs to attract and retain talent. Sign-on bonuses, enhanced wages and other inducements have increased our costs and are expected to continue to increase our costs, which could have an adverse effect on our margins and profitability and there can be no assurances that such measures will be adequate to attract and retain talent. Commodities used in some of our products, including our Woodhaven manufactured products, can be subject to availability constraints and price volatility caused by supply conditions, government regulations and general economic conditions and other unpredictable factors, which may further increase our costs. Our logistical costs related to transporting and shipping our merchandise to our distribution centers and store locations and delivery to our customers may increase. Additionally, the cost of construction materials we use to build and remodel our stores is also subject to price volatility based on market and economic conditions. Higher construction material prices could increase the capital expenditures needed to construct our new store concept or for re-engineering or remodeling an existing store and, as a result, could increase the investment required.

We have limited or no control over many of these inflationary forces on our costs. These inflationary pressures could impact our net sales and earnings. If the price of goods changes as a result of inflation, we may be unable to adjust our retail prices and lease rates accordingly, which could adversely impact our earnings. Changes in prices could also negatively impact our sales and earnings if our competitors react more aggressively or if our customers curtail entering into sales and lease agreements for the merchandise we offer or enter into agreements that generate less revenue for us, resulting in lower lease volumes.

### *Talent Management Risks*

**We depend on hiring an adequate number of hourly team members to run our business and are subject to government laws and regulations concerning these and our other team members, including wage and hour regulations. Our inability to recruit, select, train and retain qualified team members or violations by us of employment or wage and hour laws or regulations could have a material adverse effect on our business, results of operations or financial condition.**

Our workforce is comprised primarily of team members who work on an hourly basis. To grow our operations and meet the needs and expectations of our customers, we must attract, select, train, and retain a large number of hourly team members, while at the same time controlling labor costs. These positions have historically had high turnover rates, which can lead to increased training, retention and other costs. In certain areas where we operate, there has historically been significant competition for team members, including from retailers and restaurants. In addition, the potential for reinstatement of government stimulus programs and/or supplemental unemployment benefits paid during the COVID-19 pandemic may make it more difficult for us to attract candidates for our open hourly positions, depending on the amount and duration of those benefits, as we have experienced since the first round of government stimulus and enhanced unemployment benefits began to be paid in 2020. The lack of availability of an adequate number of hourly team members, or our inability to attract and retain them, or an increase in wages and benefits to attract and maintain current team members, or the impact of federal mandates on vaccines, masks and COVID-19 testing, could adversely affect our business, results of operations or financial condition. We are subject to applicable rules and regulations relating to our relationship with our team members, including wage and hour regulations, health benefits, unemployment and payroll taxes, overtime and working conditions and immigration status. Accordingly, federal, state or local legislated increases in the minimum wage, as well as increases in additional labor cost components such as employee benefit costs, workers' compensation insurance rates, compliance costs and fines, would increase our labor costs, which could have a material adverse effect on our business, results of operations or financial condition.

**The loss of the services of our key executives, or our inability to attract, develop and retain key talent could have a material adverse effect on our business and operations.**

We believe that we have benefited substantially from our current executive leadership and that the unexpected loss of their services in the future could adversely affect our business and operations. We also depend on the continued services of the rest of our management team. The loss of these individuals without adequate replacement could adversely affect our business. Further, we believe that the unexpected loss of certain key talent in the future could have a material adverse effect on our business and operations. We do not carry key business person life insurance on any of our personnel. The inability to attract,



develop and retain qualified individuals, or a significant increase in the costs to do so, could have a material adverse effect on our operations.

*Risks Related to Cyber-Security and Technology*

**If we do not maintain the privacy and security of customer, employee or other confidential information, due to cybersecurity-related "hacking" attacks, intrusions into our systems by unauthorized parties or otherwise, we could incur significant costs, litigation, regulatory enforcement actions and damage to our reputation, any one of which could have a material adverse effect on our business, results of operations or financial condition.**

Our business involves the collection, processing, transmission and storage of customers' personal and confidential information, including social security numbers, dates of birth, banking information, credit and debit card information, data we receive from consumer reporting companies, including credit report information, as well as confidential information about our team members, among others. Much of this data constitutes confidential personally identifiable information ("PII") which, if unlawfully accessed, either through a "hacking" attack or otherwise, could subject us to significant liabilities as further discussed below.

Companies like us that possess significant amounts of PII and/or other confidential information have experienced a significant increase in cybersecurity risks in recent years from increasingly aggressive and sophisticated cyberattacks, including hacking, computer viruses, malicious or destructive code, ransomware, social engineering attacks (including phishing and impersonation), denial-of-service attacks and other attacks and similar disruptions from the unauthorized use of or access to IT systems. Our IT systems are subject to constant attempts to gain unauthorized access in order to disrupt our business operations and capture, destroy or manipulate various types of information that we rely on, including PII and/or other confidential information. In addition, various third parties, including team members, contractors or others with whom we do business may attempt to circumvent our security measures in order to obtain such information, or inadvertently cause a breach involving such information. Any significant compromise or breach of our data security, whether external or internal, or misuse of PII and/or other confidential information may result in significant costs, litigation and regulatory enforcement actions and, therefore, may have a material adverse impact on our business, results of operations or financial condition. Further, if any such compromise, breach or misuse is not detected quickly, the effect could be compounded.

While we have implemented information security systems and processes (including engagement of third-party security services) to protect against unauthorized access to or use of secured data and to prevent data loss and theft, there is no guarantee that these procedures are adequate to safeguard against all data security breaches or misuse of the data. In addition, certain of our confidential information, and information regarding our customers, may be gathered, processed, and or/stored through, or on, the networks or other systems of third-party vendors or service providers whom we have engaged. While we endeavor to conduct due diligence on those third parties regarding their data security and protection policies and procedures, and the methods they use to safeguard such information, we ultimately do not, and are unable to, manage or control those third parties' efforts to safeguard against data security breaches or misuse of data, or data loss or theft, that may involve our confidential information or the confidential information of our customers. We maintain private liability insurance intended to help mitigate the financial risks of such incidents, but there can be no guarantee that insurance will be sufficient to cover all losses related to such incidents, and our exposure resulting from any serious unauthorized access to, or use of, secured data, or serious data loss or theft, could far exceed the limits of our insurance coverage for such events. Further, a significant compromise of PII and/or other confidential information could result in regulatory penalties and harm our reputation with our customers and others, potentially resulting in a material adverse effect on our business, results of operations or financial condition.

The regulatory environment related to information security, data collection and use, and consumer privacy is increasingly rigorous, with new and constantly changing requirements applicable to our business, and compliance with those requirements could result in additional costs. For example, the CCPA, which became effective in January 2020, has changed the manner in which our transactions with California residents are regulated with respect to the manner in which we collect, store and use consumer and employee data; expose our operations in California to increased regulatory oversight and litigation risks; and increase our compliance-related costs. Compliance with changes in consumer privacy and information security laws may result in significant expense due to increased investment in technology, the development of new operational processes and oversight. Failure to comply with these laws subjects us to potential regulatory enforcement activity, fines, private litigation including class actions, and other costs. We also have contractual obligations that might be breached if we fail to comply. A significant privacy breach or failure to comply with privacy and information security laws could have a material adverse effect on our reputation, business, results of operations or financial condition.

We also believe successful data breaches or cybersecurity incidents at other companies, whether or not we are involved, could lead to a general loss of customer confidence that could negatively affect us, including harming the market perception of the effectiveness of our security measures or financial technology in general.

**If our IT systems are impaired, our business could be interrupted, our reputation could be harmed and we may experience lost revenues and increased costs and expenses.**

We rely on our IT systems to carry out our in-store and e-commerce applicant decisioning process and to process transactions with our customers, including tracking and processing lease payments on merchandise, and other important functions of our business. Failures of our systems, such as "bugs", crashes, internet failures and outages, operator error, or catastrophic events, could seriously impair our ability to operate our business, and our business continuity and contingency plans related to such IT failures may not be adequate to prevent that type of serious impairment. If our IT systems are impaired, our business (and that of our franchisees) could be interrupted, our reputation could be harmed, we may experience lost revenues or sales, including due to an interruption to our data-enabled lease decisioning and lease renewal and collection functions, and we could experience increased costs and expenses to remediate the problem. As we continue to centralize more of our operations, the risks and potential unfavorable impacts of systems failures will become more significant, and there can be no assurances that we can successfully mitigate such heightened risks.

**BrandsMart Acquisition Risks**

The consummation of the BrandsMart acquisition would create risks and uncertainties which could materially and adversely affect our business and results of operations.

After consummation of the BrandsMart acquisition, we expect to experience significantly more sales, and will have more assets and employees than we did prior to the transaction. The integration process will require us to expend significant capital and significantly expand the scope of our operations and financial systems. Our management will be required to devote a significant amount of time and attention to the process of integrating the operations of our business with that of the BrandsMart business. There is a significant degree of difficulty and management involvement inherent in that process.

These difficulties include:

- integrating the operations of the BrandsMart business while carrying on the ongoing operations of our business;
- managing a significantly larger company than before consummation of the BrandsMart business;
- the possibility of faulty assumptions underlying our expectations regarding the integration process, including, among other things, unanticipated delays, costs or inefficiencies;
- the effects of unanticipated liabilities;
- operating a more diversified business;
- integrating two separate business cultures, which may prove to be incompatible;
- attracting and retaining the necessary personnel associated with the BrandsMart business;
- the challenge of integrating complex systems, IT systems, data privacy and security systems and our ability to maintain the privacy and security of BrandsMart's customer, employee or other confidential information; and
- creating uniform standards, controls, procedures, policies and information systems and controlling the costs associated with such matters;
- integrating information, purchasing, accounting, finance, sales, billing, payroll and regulatory compliance systems.

As a private company, BrandsMart was not required to obtain an audit of its internal control over financial reporting or otherwise have such internal controls assessed, except to the extent required in connection with audits pursuant to GAAP; however, if the financial systems of the entities are being integrated into our financial systems, they would be subject to our internal control requirements.

If any of these factors limit our ability to integrate the BrandsMart business into our operations successfully or on a timely basis, the expectations of future results of operations, including certain run-rate synergies expected to result from the BrandsMart acquisition, might not be met. As a result, we may not be able to realize the expected benefits that we seek to achieve from the BrandsMart acquisition, which could also affect our ability to service our debt obligations. In addition, we may be required to spend additional time or money on integration that otherwise would be spent on the development and expansion of our business, including efforts to further expand our product portfolio.

**We may be unable to realize the anticipated synergies or may incur additional and/or unexpected costs in order to realize them.**

There can be no assurance that we will be able to realize the anticipated synergies from the BrandsMart acquisition in the anticipated amounts or within the anticipated timeframes or costs expectations or at all. We plan to implement a series of initiatives at the combined company that we expect to result in recurring, annual run-rate synergies. We expect to incur one-time, non-recurring costs to achieve such synergies. These or any other cost savings or operational improvements that we realize may differ materially from our estimates. We cannot provide assurances that these anticipated synergies will be achieved

or that our programs and improvements will be completed as anticipated or at all. In addition, any cost savings that we realize may be offset, in whole or in part, by reductions in revenues or through increases in other expenses.

#### *Operational and Strategy Risks*

**We face many challenges which could have a material adverse effect on our overall results of operations, including the commoditization of certain product categories, increasing competition from a growing variety of sources, a decentralized, high-fixed-cost operating model, adverse consequences to our supply chain function from decreased procurement volumes and from the COVID-19 pandemic and lower lease volumes, and thus, less recurring revenues written into our customer lease portfolio.**

Our business currently faces and may face new challenges relating to the commoditization of certain product categories. For example, due to an increasing supply of electronics, and retail strategies that include implementing frequent price-lowering sales and using certain electronics as "loss leaders" to increase customer traffic in stores, there is significant price-based competition or "commoditization" of electronics, particularly for televisions. We do not expect the commoditization of the electronics category to subside and it may expand to other product categories with increasing frequency in the future, including appliances and furniture. We also face competition from a growing variety of sources, including traditional and virtual LTO and rent-to-rent companies, buy now, pay later companies, traditional and "big-box" retailers, the continued expansion of digital retail, which includes a wide array of e-commerce retailers that have established far larger digital operations than our Aarons.com e-commerce platform has been able to achieve to date, traditional and on-line providers of used goods, and indirectly from financing companies, such as payday and title loan companies, who provide customers with loans that enable them to shop at traditional retailers. This increasing competition from these sources may reduce our market share as well as our operating margins, and may have a material adverse effect on our overall results of operations. Many of the competitors discussed above have more advanced and modern e-commerce, logistics and other technology applications and systems that offer them a competitive advantage in attracting and retaining customers for whom we compete, especially with respect to younger customers. In addition, those competitors may offer a larger selection of products and more competitive prices.

We believe the significant increase in the amount and type of competition, as discussed above, may result in our customers curtailing entering into sales and lease ownership agreements for the types of merchandise we offer, or entering into agreements that generate less revenue for us, resulting in lower same store revenues, revenue and profits, or entering into lease agreements with our competitors. We calculate same store revenues growth, which is impacted by the amount of recurring lease revenues written into and exiting our customer lease portfolio in current and prior periods and by the amount of that revenue we collect from our customers, by comparing revenues for comparable periods for stores open during the entirety of those periods. A number of factors have historically affected our same store revenues for our business, including:

- changes in competition;
- general economic conditions;
- economic challenges faced by our customer base;
- new product introductions;
- consumer trends;
- changes in our merchandise mix;
- timing of promotional events;
- our ability to execute our business strategy effectively; and
- the favorable impact of government stimulus and supplemental unemployment benefits on our collections, during the COVID-19 pandemic.

Our business has a decentralized, high fixed cost operating model due to, among other factors, our significant labor related to our selling and lease renewal and collections functions, the costs associated with our last-mile delivery, our fulfillment centers and related logistics functions, and our manufacturing operations. That model may result in negative operating leverage in a declining revenue environment, as we may not be able to reduce or "deleverage" those fixed costs in proportion to any reduction in the revenues of our business, if at all, and our failure to do so may adversely affect our overall results of operations.

In addition, our supply chain function and financial performance may suffer adverse consequences related to the decreases we have experienced, and may continue to experience, in the volume of merchandise we purchase from third party suppliers, due to, among other factors, our store closures, declining sales of merchandise to franchisees, and lower lease volumes. Those consequences may include, for example, smaller discounts from our vendors, or the elimination of discount programs previously offered to us, which may have an adverse impact on our results of operations. Declining merchandise purchase volumes have caused us to rationalize and consolidate, and may result in us further rationalizing and consolidating, vendors for

certain product categories, and we may not effectively implement those vendor consolidation initiatives, which could lead to disruptions to our supply chain, including delivery delays or unavailability of certain types of merchandise for our stores and our franchisees' stores.

We have experienced and may continue to experience increases in the costs we incur to purchase certain merchandise that we offer for sale or lease to our customers, due to tariffs, increases in prices for certain commodities, COVID-19 related supply chain disruptions, and increases in the costs of transportation and shipping the merchandise to our distribution centers and store locations. We have limited or no control over many of these inflationary forces on our costs. In addition, we may not be able to recover all or even a portion of such cost increases by increasing our merchandise prices, fees, or otherwise, and even if we are able to increase merchandise prices or fees, those cost increases to our customers could result in the customers curtailing entering into sales and lease ownership agreements for the types of merchandise we offer, or entering into agreements that generate less revenue for us, resulting in lower same store revenues, revenues and profits.

If we are unable to successfully address these challenges, our overall business, results of operations or financial condition may be materially and adversely affected as well.

**We continue to implement a strategic plan within our business that has changed, and is expected to continue to change, significant aspects of how our business has been operated historically, and there is no guarantee that it will be successful.**

Our strategic plan for our business includes a number of key initiatives to improve profitability, including centralizing key processes, rationalizing and repositioning real estate, and enhancing our e-commerce platform. There is no guarantee that these initiatives will be successful. For example, we may not be successful in our attempts to attract new customers to our brand, develop the technology needed to further enhance our customers' experiences with us, or align our store footprint with market opportunities due to an inability to secure new store locations, or otherwise.

With respect to centralizing key processes, we have implemented a data-enabled customer lease decisioning process in all of our company-operated stores, and in our franchised stores as well. We may not execute the procedural and operational changes and systems necessary to successfully implement the centralized decisioning initiative, and it is possible that data-enabled customer lease decisioning will not be as effective or accurate as the decentralized, store-based decisioning process we historically used in our business.

Regarding our real estate strategy, the buildout of our new store concept and operating model includes geographically repositioning a significant number of our store locations into larger buildings and/or into different geographic locations that we believe will be more advantageous, and also re-engineering and remodeling certain existing stores, to provide for larger selections of merchandise and other more complex features. We expect to incur significant capital costs, including build-out or remodeling costs for this new store concept and operating model and exit costs from the termination of current leases and sale of current properties. In addition, we have not historically managed or operated stores with larger footprints or more complex, re-engineered stores and operating models, and thus, we expect that our management team and store team members for those locations will need to adjust to managing and operating larger, more complex stores, and there can be no assurances that those stores will be successful.

There can be no assurance that the real estate component of our strategy will be successful. For example, we may not be successful in transitioning the customers of our stores that are closed or repositioned to other stores that remain open or to our new store concept and operating model, and thus, could experience a reduction in revenue and profits associated with such a loss of customers. In addition, we may not be able to identify and secure a sufficient number of store locations that are able to support our new store concept, at reasonable lease rates and terms, or at all.

Our e-commerce platform also is a significant component of our strategic plan and we believe it will drive future growth of this segment. However, to promote our products and services and allow customers to transact on-line and reach new customers, we must effectively maintain, improve and grow our e-commerce platform. While we believe our e-commerce platform currently is superior to those of our traditional LTO competitors, many of the traditional, virtual and "big-box" retailers and other companies with whom we compete have more robust e-commerce platforms and logistics networks than ours, and have more resources to dedicate to improving and growing their e-commerce platforms. There can be no assurance that we will be able to effectively compete against those companies' e-commerce platforms and logistics networks, or maintain, improve or grow our e-commerce platform in a profitable manner.

There can be no guarantee that our current strategy for our business, and our current or future business improvement initiatives related thereto, will yield the results we currently anticipate (or results that will exceed those that might be obtained under prior or other strategies). We may fail to successfully execute on one or more elements of our current strategy, even if we successfully implement one or more other components. In addition, the estimated costs and charges associated with these initiatives may vary materially and adversely based upon various factors.

If we cannot address these challenges successfully, or overcome other critical obstacles that may emerge as we continue to pursue our current strategy, it may adversely impact our business, results of operations or financial condition.

**Our growth strategies may be unsuccessful if we are unable to identify and complete future acquisitions and successfully integrate acquired businesses or assets.**

We will consider potential acquisitions on a selective basis. From time-to-time we may approach, or may be approached by, other public companies or large privately-held companies to explore consolidation opportunities. There can be no assurance that we will be able to identify suitable acquisition opportunities in the future or that we will be able to consummate any such transactions on terms and conditions acceptable to us.

In addition, it is possible that we will not realize the expected benefits from any completed acquisition over the timeframe we expect, or at all, or that our existing operations will be adversely affected as a result of acquisitions. Acquisitions entail certain risks, including:

- unrecorded liabilities of acquired companies and unidentified issues that we fail to discover during our due diligence investigations or that are not subject to indemnification or reimbursement by the seller;
- greater than expected expenses such as the need to obtain additional debt or equity financing for any transaction;
- unfavorable accounting treatment and unexpected increases in taxes;
- adverse effects on our ability to maintain relationships with customers, team members and suppliers;
- inherent risk associated with entering a geographic area or line of business in which we have no or limited experience;
- difficulty in assimilating the operations and personnel of an acquired company within our existing operations, including the consolidation of corporate and administrative functions;
- the challenge of integrating complex systems, IT systems, data privacy and security systems and our ability to maintain the privacy and security of BrandsMart's customer, employee or other confidential information;
- difficulty in conforming standards, controls, procedures and policies, business cultures and compensation structures;
- difficulty in identifying and eliminating redundant and underperforming operations and assets;
- loss of key team members of the acquired company;
- operating inefficiencies that have a negative impact on profitability;
- impairment of goodwill or other acquisition-related intangible assets;
- failure to achieve anticipated synergies or receiving an inadequate return of capital; and
- strains on management and other personnel time and resources to evaluate, negotiate and integrate acquisitions.

Our failure to address these risks or other problems encountered in connection with any future acquisition could cause us to fail to realize the anticipated benefits of the acquisitions, cause us to incur unanticipated liabilities and harm our business generally. In addition, if we are unable to successfully integrate our acquisitions with our existing business, we may not obtain the advantages that the acquisitions were intended to create, which may materially and adversely affect our business, results of operations, financial condition, cash flows, our ability to introduce new services and products and the market price of our stock.

We would expect to pay for any future acquisitions using cash, capital stock, indebtedness and/or assumption of indebtedness. To the extent that our existing sources of cash are not sufficient, we would expect to need additional debt or equity financing, which involves its own risks, such as the dilutive effect on shares held by our stockholders if we financed acquisitions by issuing convertible debt or equity securities, or the risks associated with debt incurrence.

Acquisitions place strains on our management and other personnel time and resources, and require timely and continued investment in facilities, personnel and financial and management systems and controls. We may not be successful in implementing all of the processes that are necessary to support any of our growth initiatives, which could result in our expenses increasing disproportionately to our incremental revenues, causing our operating margins and profitability to be adversely affected.

**We could lose our access to third-party data sources, including, for example, those sources that provide us with data that we use as inputs into our centralized decisioning tools, which could cause us competitive harm and have a material adverse effect on our business, results of operations or financial condition.**

We are heavily dependent on data provided by third-party providers such as customer attribute data provided by external sources, including for use as inputs in our centralized decisioning tools. Our centralized decisioning tools rely on these third-party data providers for data inputs that are a critical part of our centralized decisioning processes. Our data providers could experience outages or otherwise stop providing data, provide untimely, incorrect or incomplete data, or increase the costs for

their data for a variety of reasons, including a perception that our systems are insecure as a result of a data security breach, regulatory concerns or for competitive reasons. We could also become subject to increased legislative, regulatory or judicial restrictions or mandates on the collection, disclosure or use of such data, in particular if such data is not collected by our providers in a way that allows us to legally use the data. If we were to lose access to this external data or if our access or use were restricted or were to become less economical or desirable, our business, and our centralized decisioning processes in particular, would be negatively impacted, which could have a material adverse effect on our business, results of operations or financial condition. We cannot provide assurance that we will be successful in maintaining our relationships with these external data source providers or that we will be able to continue to obtain data from them on acceptable terms or at all. Furthermore, we cannot provide assurance that we will be able to obtain data from alternative sources if our current sources become unavailable.

**We must successfully order and manage our inventory to reflect customer demand and anticipate changing consumer preferences and buying trends or our revenue and profitability will be adversely affected.**

The success of our business depends upon our ability to successfully manage our inventory and to anticipate and respond to merchandise trends and customer demands in a timely manner. We cannot always accurately predict consumer preferences and they may change over time. We must order certain types of merchandise, such as electronics, well in advance of seasonal increases in customer demand for those products. The extended lead times for many of our purchases may make it difficult for us to respond rapidly to new or changing product trends or changes in prices. If we misjudge either the market for our merchandise, our customers' product preferences or our customers' leasing habits, our revenue may decline significantly and we may not have sufficient quantities of merchandise to satisfy customer demand or we may be required to mark down excess inventory, either of which would result in lower profit margins. In addition, our level of profitability and success in our business depends on our ability to successfully re-lease or sell our inventory of merchandise that is returned by customers that are unwilling or unable to continue making their lease renewal payments, or otherwise.

**Our competitors could impede our ability to attract new customers, or cause current customers to cease doing business with us, which could have a material adverse effect on our business, results of operations or financial condition.**

The industries in which we operate are highly competitive and highly fluid, particularly in light of the sweeping new regulatory environment we are witnessing from regulators such as the FTC, among others, as discussed above.

Our competitors include national, regional and local operators of LTO stores, virtual LTO companies that offer LTO options through traditional independent and "big-box" retailers, traditional and on-line providers of used goods and merchandise, buy now, pay later companies, traditional, "big-box" and e-commerce retailers (including retailers who offer layaway programs) and various types of consumer finance companies, including installment, payday and title loan companies, that may enable our customers to shop at traditional or on-line retailers, as well as rental stores that do not offer their customers a purchase option. Our competitors in the traditional and virtual sales and lease ownership and traditional retail markets may have significantly greater financial and operating resources and greater name recognition in certain markets. Greater financial resources may allow our competitors to grow faster than us, including through acquisitions. This in turn may enable them to enter new markets before we can, which may decrease our opportunities in those markets. Greater name recognition, or better public perception of a competitor's reputation, may help them divert market share away from us, even in our established markets. Some competitors may be willing to offer competing products on an unprofitable basis in an effort to gain market share, which could compel us to match their pricing strategy or lose business. In addition, some of our competitors may be willing to lease certain types of products that we will not agree to lease, enter into customer leases that have services, as opposed to goods, as a significant portion of the lease value, or engage in other practices related to pricing, compliance, and other areas that we will not, in an effort to gain market share at our expense. Our inability to attract new customers, or loss of current customers, could have a material adverse effect on our business, results of operations or financial condition.

**Given the nature of the COVID-19 pandemic, including the significant job losses caused by the pandemic, and uncertainty regarding how many unemployed workers will return to their jobs, and when they may do so, our proprietary algorithms and customer lease decisioning tools used to approve customers could no longer be indicative of our customers' ability to perform under their lease agreements with us.**

As a result of the shift in operations driven by the COVID-19 pandemic, we accelerated the rollout of similar centralized lease decisioning processes and tools in all of our Company-operated stores in the United States during April 2020 and finalized the rollout during the second quarter of 2020. We assume behavior and attributes observed for prior customers, among other factors, are indicative of performance by future customers. Unexpected changes in behavior caused by macroeconomic conditions, including, for example, the U.S. economy experiencing a prolonged recession and job losses related to the COVID-19 pandemic, the reduction of any government stimulus programs, the resumption of any eviction proceedings, the resumption of student loan payments and changes in consumer behavior relating thereto, could lead to increased incidence and costs related to lease merchandise write-offs. Due to the nature and novelty of the COVID-19 pandemic, our decisioning process may require adjustments and the application of greater management judgment in the interpretation and adjustment of the results produced by our decisioning tools and we may be unable to accurately predict and respond to the impact of a prolonged economic downturn or changes to consumer behaviors, which in turn may limit our ability to manage risk, avoid lease merchandise write-offs and could result in our accounts receivable allowance being insufficient.

**Our proprietary algorithms and customer lease decisioning tools used to approve customers could no longer be indicative of our customers' ability to perform under their lease agreements with us, even after the COVID-19 pandemic subsides.**

We believe our data-enabled customer lease decisioning process to be a key to the success of our business going forward. Even after the COVID-19 pandemic subsides, unexpected changes in behavior caused by macroeconomic conditions such as the U.S. economy experiencing a recession and job losses related thereto, increases in interest rates, inflationary pressures, reduced availability of government stimulus, resumption of eviction proceedings, resumption of student loan payments, changes in consumer preferences, availability of alternative products or other factors, could lead to increased incidence and costs related to defaulted leases and/or merchandise losses, including increased merchandise write-offs. Such unexpected changes in behavior caused by such factors could result in behaviors and attributes observed for prior customers no longer being indicative of performance by future customers, and thus, our data-enabled lease decisioning process not being as effective as we had expected.

**Our business and operations are subject to risks related to climate change.**

The long-term effects of global climate change present both physical risks (such as extreme weather conditions or rising sea levels) and transition risks (such as regulatory or technology changes), which are expected to be widespread and unpredictable. These changes could over time affect, for example, the availability and costs of products, commodities and energy (including utilities), which in turn may impact our ability to procure goods or services required for the operation of our business at the quantities and levels we require. Our stores, distribution centers and fulfillment centers may be impacted by the physical risks of climate change, and we face the risk of losses incurred as a result of physical damage, loss or spoilage of inventory and business interruption caused by such events. In addition, consumers leaving coastal areas and those areas most impacted by climate change and relocating could cause greater concentration of our customers in certain markets potentially increasing our costs relating to our store relocation strategy if we have to relocate additional stores. We also use natural gas, diesel fuel, gasoline and electricity in our operations, all of which could face increased regulation as a result of climate change or other environmental concerns. Regulations limiting greenhouse gas emissions and energy inputs may also increase in coming years, which may increase our costs associated with compliance and merchandise. These events and their impacts could adversely affect our business, results of operations or financial condition.

*Risks Related to Our Industry*

**The transactions offered to consumers by our businesses may be negatively characterized by consumer advocacy groups, the media and certain federal, state and local government officials, and if those negative characterizations become increasingly accepted by consumers, demand for our services and the transactions we offer could decrease and our business, results of operations or financial condition could be materially and adversely affected.**

Certain consumer advocacy groups, media reports, federal and state regulators, and certain candidates for political offices have asserted that laws and regulations should be broader and more restrictive regarding LTO transactions. The consumer advocacy groups and media reports generally focus on the total cost to a consumer to acquire an item, which is often alleged to be higher than the interest typically charged by banks or similar lending institutions to consumers with better credit histories. This "cost-of-rental" amount, which is generally defined as lease fees paid in excess of the "retail" price of the goods, is from time to time characterized by consumer advocacy groups and media reports as predatory or abusive without discussing benefits associated with our LTO programs or the lack of viable alternatives for our customers' needs. Although we strongly disagree with these characterizations, if the negative characterization of these types of LTO transactions becomes increasingly accepted by consumers, demand for our products and services could significantly decrease, which could have a material adverse effect on our business, results of operations or financial condition. Additionally, if the negative characterization of these types of transactions is accepted by regulators and legislators, or if political candidates who have a negative view of the LTO industry are ultimately elected, we could become subject to more restrictive laws and regulations and more stringent enforcement of existing laws and regulations, any of which could have a material adverse effect on our business, results of operations or financial condition. The vast expansion and reach of technology, including social media platforms, has increased the risk that our reputation could be significantly impacted by these negative characterizations in a relatively short amount of time. If we are unable to quickly and effectively respond to such characterizations, we may experience declines in customer loyalty and traffic, which could have a material adverse effect on our business, results of operations or financial condition. Additionally, any failure by our competitors, including smaller, regional competitors, or our franchisees, for example, to comply with the laws and regulations applicable to the traditional and/or e-commerce models, or any actions by those competitors that are challenged by consumers, advocacy groups, the media or governmental agencies or entities as being abusive or predatory could result in our business being mischaracterized, by implication, as engaging in similar unlawful or inappropriate activities or business practices, merely because we operate in the same general industries as such competitors.

### *Risks Related to Our Franchisees*

#### **We may engage in, or be subject to, litigation with our franchisees.**

Although we believe we generally enjoy a positive working relationship with our franchisees, the nature of the franchisor-franchisee relationship may give rise to litigation with our franchisees. In the ordinary course of business, we are the subject of complaints or litigation from franchisees, usually related to alleged breaches of contract or wrongful termination under the franchise arrangements. We may also engage in future litigation with franchisees to enforce the terms of our franchise agreements and compliance with our brand standards as determined necessary to protect our brand, the consistency of our products and the customer experience. In addition, we may be subject to claims by our franchisees relating to our franchise disclosure documents, including claims based on financial information contained in those documents. Engaging in such litigation may be costly, time-consuming and may distract management and materially adversely affect our relationships with franchisees. Any negative outcome of these or any other claims could materially adversely affect our business, results of operations or financial condition and may damage our reputation and brand. Furthermore, existing and future franchise-related legislation could subject us to additional litigation risk in the event we terminate or fail to renew a franchise relationship.

#### **Operational and other failures by our franchisees may adversely impact us.**

Qualified franchisees who conform to our standards and requirements are important to the overall success of our business. Our franchisees, however, are independent businesses and not team members, and consequently we cannot and do not control them to the same extent as our company-operated stores. Our franchisees may fail in key areas, or experience significant business or financial difficulties, which could slow our growth, reduce our franchise revenues, damage our reputation, expose us to regulatory enforcement actions or private litigation and/or cause us to incur additional costs. If our franchisees experience business or financial difficulties, including, for example, in connection with the COVID-19 pandemic, we could suffer a loss of franchisee fees, royalties, and revenues and profits derived from our sales of merchandise to franchisees, and could suffer write-downs of outstanding receivables those franchisees owe us if they fail to make those payments to us. If we fail to adequately mitigate any such future losses, our business, results of operations or financial condition could be adversely impacted.

#### **We are subject to laws that regulate franchisor-franchisee relationships. Our ability to enforce our rights against our franchisees may be adversely affected by these laws, which could impair our growth strategy and cause our franchise revenues to decline.**

As a franchisor, we are subject to regulation by the FTC, state laws and certain Canadian provincial laws regulating the offer and sale of franchises. Our failure to comply with applicable franchise regulations could cause us to lose franchise fees and ongoing royalty revenues. Moreover, state and provincial laws that regulate substantive aspects of our relationships with franchisees may limit our ability to terminate or otherwise resolve conflicts with our franchisees or enforce contractual duties or rights we believe we have with respect to our franchisees.

#### **Changes to current law with respect to the assignment of liabilities in the franchise business model could materially and adversely affect our profitability.**

As of December 31, 2021 we have 67 franchisees that operate a total of 236 stores. One of the legal foundations fundamental to the franchise business model has been that, absent special circumstances, a franchisor is generally not responsible for the acts, omissions or liabilities of its franchisees. Recently, established law has been challenged and questioned by the plaintiffs' bar and certain regulators, and the outcome of these challenges and new regulatory positions remains unknown. If these challenges and/or new positions are successful in altering currently settled law, it could significantly change the relationship between us and our franchisees and the way we and other franchisors conduct business and adversely impact our profitability.

For example, a determination that we are a joint employer with our franchisees or that franchisees are part of one unified system with joint and several liability under the National Labor Relations Act, statutes administered by the Equal Employment Opportunity Commission, OSHA regulations and other areas of labor and employment law could subject us and/or our franchisees to liability for the unfair labor practices, wage-and-hour law violations, employment discrimination law violations, OSHA regulation violations and other employment-related liabilities of one or more franchisees. Furthermore, any such change in law would create an increased likelihood that certain franchised networks would be required to employ unionized labor, which could impact franchisors like us through, among other things, increased labor costs and difficulty in attracting new franchisees. In addition, if these changes were to be expanded outside of the employment context, we could be held liable for other claims against franchisees. If such changes occur, our operating expenses may increase as a result of required modifications to our business practices, increased litigation, governmental investigations or proceedings, administrative enforcement actions, fines, penalties and civil liability, which could materially and adversely affect our results of operations.



## *General Risks*

**The success of our business is dependent on factors impacting consumer spending that are not under our control, including general economic conditions, and unfavorable economic conditions in the markets where we operate could materially and adversely affect our financial performance.**

The success of our business is dependent on factors impacting consumer spending that are not under our control, including general economic conditions in the markets where we operate, such as levels of employment, disposable consumer income, prevailing interest rates, consumer debt and availability of credit, cost of food, energy, and housing and inflationary trends related thereto, recessions and fears of economic downturns, and consumer confidence in general, all of which are beyond our control. Unfavorable general economic conditions, due to any one or more of these or other factors, could cause our customers and potential customers to forego purchasing or leasing merchandise from us, or to decrease the amount of merchandise that they otherwise may purchase or lease from us, especially with respect to merchandise considered to be discretionary items. Such unfavorable economic conditions and their related impact on our customers' confidence could result in lower lease renewal rates, fewer new leases being entered into, increases in product returns, decreases in collections, and larger merchandise write-offs, which could materially and adversely affect our business and financial results, including our revenue and profitability.

**The geographic concentration of our store locations may have an adverse impact on our financial performance due to economic downturns and serious weather events in regions where we have a high concentration of our stores.**

The concentration of our stores in one region or a limited number of markets may expose us to risks of adverse economic developments that are greater than if our store portfolio were more geographically diverse. In addition, our store operators are subject to the effects of adverse acts of nature, such as winter storms, hurricanes, hail storms, strong winds, earthquakes and tornadoes, which have in the past caused damage, such as flooding and other damage, to our stores in specific geographic locations, including in Florida and Texas, two of our large markets, and may, depending upon the location and severity of such events, unfavorably impact our business continuity.

**Our current insurance program may expose us to unexpected costs, including casualty and accident related self-insured losses, and negatively affect our financial performance.**

Our insurance coverage is subject to deductibles, self-insured retentions, limits of liability and similar provisions that we believe are prudent based on our overall operations. We may incur certain types of losses that we cannot insure or which we believe are not economically reasonable to insure, such as theft, damage or destruction of merchandise that is on-lease to our customers and not in our possession, and pandemic diseases. If we incur these losses and they are material, our business could suffer. Certain material events may result in sizable losses for the insurance industry and adversely impact the availability of adequate insurance coverage or result in excessive premium increases. To offset negative cost trends in the insurance market, we may elect to self-insure, accept higher deductibles or reduce the amount of coverage in response to these market changes. In addition, we self-insure a portion of expected losses under our workers' compensation, general liability, and group health insurance programs. Unanticipated changes in any applicable actuarial assumptions and management estimates underlying our recorded liabilities for these self-insured losses, including potential increases in medical and indemnity costs, could result in significantly different expenses than expected under these programs, which could have an unfavorable effect on our financial condition and results of operations. Although we continue to maintain property insurance for catastrophic events, we are self-insured for losses up to the amount of our deductibles.

**We are subject to sales, income and other taxes, which can vary from state-to-state and be difficult and complex to calculate due to the nature of our business. A failure to correctly calculate and pay such taxes could result in substantial tax liabilities and a material adverse effect on our results of operations.**

The application of indirect taxes, such as sales tax, is a complex and evolving issue, particularly with respect to the Aarons.com business. Many of the fundamental statutes and regulations that impose these taxes were established before the growth of the e-commerce or virtual LTO industry and, therefore, in many cases it is not clear how existing statutes apply to us. In addition, governments are increasingly looking for ways to increase revenues, which has resulted in discussions about tax reform and other legislative action to increase tax revenues, including through indirect taxes. This also could result in other adverse changes in or interpretations of existing sales, income and other tax regulations. For example, from time to time, some taxing authorities in the United States have notified us that they believe we owe them certain taxes imposed on transactions with our customers. Although these notifications have not resulted in material tax liabilities to date, there is a risk that one or more jurisdictions may be successful in the future, which could have a material adverse effect on our results of operations.

**Employee misconduct could harm us by subjecting us to monetary loss, significant legal liability, regulatory scrutiny, and reputational harm.**

Our reputation is critical to maintaining and developing relationships with our existing and potential customers and third parties with whom we do business. There is a risk that our team members could engage in misconduct that adversely affects our

reputation and business, or fail to follow our compliance policies and procedures related to our business operations, including with respect to lease originations and lease renewal and collections. For example, if one of our team members engages in discrimination or harassment in the workplace, or if an employee were to engage in, or be accused of engaging in, illegal or suspicious activities including fraud or theft of our customers' information, we could suffer direct losses from the activity and, in addition, we could be subject to regulatory sanctions and suffer serious harm to our reputation, financial condition, customer relationships and ability to attract future customers. Employee misconduct could prompt regulators to allege or to determine based upon such misconduct that we have not established adequate supervisory systems and procedures to inform team members of applicable rules or to detect violations of such rules. The precautions that we take to prevent and detect misconduct may not be effective in all cases. Misconduct by our team members who are directly or indirectly associated with our business, or even unsubstantiated allegations of misconduct, could result in a material adverse effect on our reputation and our business.

### **Risks Related to the Separation and Distribution**

**We have limited recent history of operating as an independent company, and our historical financial information is not necessarily representative of the results that we would have achieved as a separate, publicly traded company and may not be a reliable indicator of our future results.**

Our historical financial information prior to the separation included in this Annual Report on Form 10-K (the "Annual Report") is derived from the consolidated financial statements and accounting records of PROG Holdings (formerly known as Aaron's Holdings Company, Inc., or Aaron's, Inc. prior to the holding company formation). Accordingly, the historical financial information included in this Annual Report does not necessarily reflect the financial condition or results of operations that we would have achieved as a separate, publicly traded company during the periods presented or those that we will achieve in the future primarily as a result of the factors described below:

- Prior to the consummation of the separation transaction on November 30, 2020, our business was operated by PROG Holdings as part of its broader corporate organization, rather than as an independent company. PROG Holdings or one of its affiliates performed various corporate functions for us, such as legal, treasury, accounting, auditing, human resources, risk management, investor relations, public affairs and finance. Our historical and pro forma financial results reflect allocations of corporate expenses from PROG Holdings for such functions, which may be less than the expenses we would have incurred had we operated as a separate publicly traded company.
- Prior to the consummation of the separation on November 30, 2020, our business was integrated with the other businesses of PROG Holdings. Thus, we had shared economies of scope and scale in costs, team members, and certain vendor relationships. Although we entered into a transition services agreement with PROG Holdings in connection with the separation, these arrangements will be limited in duration and may not fully capture the benefits that we had enjoyed as a result of being integrated with PROG Holdings and may result in us paying higher charges than in the past for these services. This could have a material adverse effect on our business, results of operations, financial condition and the completion of the distribution.
- Generally, our working capital requirements and capital for our general corporate purposes, including acquisitions and capital expenditures, have in the past been satisfied as part of the corporate-wide treasury and cash management policies of PROG Holdings. Following the completion of the separation, we may, from time to time, need to obtain additional financing from banks, through public offerings or private placements of debt or equity securities, strategic relationships or other arrangements, which may or may not be available and may be more costly.
- Our cost of capital for our business may be higher than PROG Holdings' cost of capital prior to the separation.
- Our historical financial information does not reflect the debt that we expect to have on our balance sheet in future periods.
- We do not expect to incur any additional separation and distribution costs that would be material. However, if we do incur additional material costs and we do not have sufficient cash available to repay such costs, we may be required to borrow under our revolving credit facility to repay such amounts, resulting in greater interest expense.

Other significant changes may occur in our cost structure, management, financing and business operations as a result of operating as a company separate from PROG Holdings. For additional information about the past financial performance of our business and the basis of presentation of the historical combined financial statements, see "Management's Discussion and Analysis of Financial Condition and Results of Operations" and the historical financial statements and accompanying notes included elsewhere in this Annual Report.

**We may not achieve some or all of the expected benefits of the separation, and the separation may materially and adversely affect our business, results of operations or financial condition.**

We may not be able to achieve the full strategic and financial benefits expected to result from the separation (including attracting new customers to our brand through promoting our value proposition, enhancing the customer experience through

technology, aligning our store footprint to our customer opportunity, and improving our profitability) or such benefits may be delayed or not occur at all. If we fail to achieve some or all of the benefits expected to result from the separation, or if such benefits are delayed, it could have a material adverse effect on our business, results of operations or financial condition.

We may not achieve these and other anticipated benefits for a variety of reasons, including, among others: (a) the separation has required significant amounts of management's time and effort, which may divert management's attention from operating and growing our business; (b) we may be more susceptible to market fluctuations and other adverse events than if we were still a part of PROG Holdings; and (c) as a standalone company, our business is less diversified than PROG Holdings' business prior to the separation and distribution.

In addition, the Progressive Leasing business of Aaron's Holdings Company, Inc. developed and has historically maintained the centralized lease decisioning tool used in the Progressive Leasing business, in our Aarons.com e-commerce offering and in our company-operated stores. This data-enabled lease decisioning tool has continued to be a key element of our operating model. As a standalone company, we may not be successful in maintaining, operating and revising the systems and procedures necessary to operate and utilize this data-enabled lease decisioning tool, and this decisioning tool may not be as predictive of our customers' or applicants' ability to satisfy their payment obligations to us once it is maintained, operated and revised by us as a separate, standalone company.

**As a public company we are required to maintain effective internal control over financial reporting in accordance with Section 404 of the Sarbanes-Oxley Act and our failure to do so could materially and adversely affect us.**

As a public company, we are subject to the reporting requirements of the Securities Exchange Act of 1934 (the "Exchange Act"), the Sarbanes-Oxley Act and the Dodd-Frank Act and are required to prepare our financial statements according to the rules and regulations required by the SEC. In addition, the Exchange Act requires that we file annual, quarterly and current reports. Our failure to prepare and disclose this information in a timely manner or to otherwise comply with applicable law could subject us to penalties under federal securities laws, expose us to lawsuits and restrict our ability to access financing. In addition, the Sarbanes-Oxley Act requires, among other things, that we establish and maintain effective internal controls and procedures for financial reporting and disclosure purposes. Internal control over financial reporting is complex and may be revised over time to adapt to changes in our business, or changes in applicable accounting rules. We cannot assure you that our internal control over financial reporting will be effective in the future or that a material weakness will not be discovered with respect to a prior period for which we had previously believed that internal controls were effective. If we are not able to maintain or document effective internal control over financial reporting, our independent registered public accounting firm will not be able to attest as to the effectiveness of our internal control over financial reporting. We will need to demonstrate our ability to manage our compliance with these corporate governance laws and regulations as an independent, public company that is no longer a part of PROG Holdings.

Matters affecting our internal controls may cause us to be unable to report our financial information on a timely basis, or may cause us to restate previously issued financial information, and thereby subject us to adverse regulatory consequences, including sanctions or investigations by the SEC, violations of applicable stock exchange listing rules, and litigation brought by our shareholders and others. There could also be a negative reaction in the financial markets due to a loss of investor confidence in us and the reliability of our financial statements. Confidence in the reliability of our financial statements could also suffer if we or our independent registered public accounting firm reports a material weakness in our internal control over financial reporting. This could have a material and adverse effect on us by, for example, leading to a decline in our share price and impairing our ability to raise additional capital, and also could result in litigation brought by our shareholders and others.

**In connection with our separation from PROG Holdings, PROG Holdings will indemnify us for certain liabilities, and we will indemnify PROG Holdings for certain liabilities. If we are required to make payments to PROG Holdings under these indemnities, our financial results could be negatively impacted. The PROG Holdings indemnity may not be sufficient to hold us harmless from the full amount of liabilities for which PROG Holdings will be allocated responsibility, and PROG Holdings may not be able to satisfy its indemnification obligations in the future.**

Pursuant to the separation agreement and certain other agreements with PROG Holdings, PROG Holdings has agreed to indemnify us for certain liabilities, and we have agreed to indemnify PROG Holdings for certain liabilities. Third parties could also seek to hold us responsible for any of the liabilities that PROG Holdings has agreed to retain. Any amounts we are required to pay pursuant to these indemnification obligations and other liabilities could require us to divert cash that would otherwise have been used in furtherance of operating our business and implementing our strategic plan. Further, the indemnity from PROG Holdings may not be sufficient to protect us against the full amount of such liabilities, and PROG Holdings may not be able to fully satisfy its indemnification obligations. Moreover, even if we ultimately succeed in recovering from PROG Holdings any amounts for which we are held liable, we may be temporarily required to bear those losses ourselves. Each of these risks could negatively affect our business, results of operations or financial condition.

**If the distribution, together with certain related transactions, does not qualify as a transaction that is generally tax free for U.S. federal income tax purposes, PROG Holdings, The Aaron's Company and their shareholders could be subject to significant tax liabilities and, in certain circumstances, The Aaron's Company could be required to indemnify PROG Holdings for material taxes and other related amounts pursuant to indemnification obligations under the tax matters agreement.**

PROG Holdings received an opinion of counsel, that was satisfactory to the PROG Holdings Board of Directors, regarding the qualification of the distribution, together with certain related transactions, as a transaction that is generally tax free for U.S. federal income tax purposes under Sections 355 and 368(a)(1)(D) of the Code. The opinion of counsel was based upon and relied on, among other things, certain facts and assumptions, as well as certain representations, statements and undertakings of PROG Holdings and Aaron's, including those relating to the past and future conduct of PROG Holdings and Aaron's. If any of these representations, statements or undertakings are, or become, inaccurate or incomplete, or if PROG Holdings or Aaron's breaches any of its covenants in the separation documents, the opinion of counsel may be invalid and the conclusions reached therein could be jeopardized.

Notwithstanding the opinion of counsel, the Internal Revenue Service ("IRS") could determine that the distribution, together with certain related transactions, should be treated as a taxable transaction if it determines that any of the representations, assumptions or undertakings upon which the opinion of counsel was based are false or have been violated, or if it disagrees with the conclusions in the opinion of counsel. The opinion of counsel is not binding on the IRS and there can be no assurance that the IRS will not assert a contrary position.

If the distribution, together with certain related transactions, fails to qualify as a transaction that is generally tax-free, for U.S. federal income tax purposes, under Sections 355 and 368(a)(1)(D) of the Code, in general, PROG Holdings would recognize taxable gain as if it had sold Aaron's common stock in a taxable sale for its fair market value and PROG Holdings shareholders who receive Aaron's shares in the distribution would be subject to tax as if they had received a taxable distribution equal to the fair market value of such shares.

Under the tax matters agreement that PROG Holdings entered into with Aaron's, we may be required to indemnify PROG Holdings against any additional taxes and related amounts resulting from (a) an acquisition of all or a portion of the equity securities or assets of Aaron's, whether by merger or otherwise (and regardless of whether Aaron's participated in or otherwise facilitated the acquisition), (b) other actions or failures to act by Aaron's or (c) any of Aaron's representations or undertakings in connection with the separation and the distribution being incorrect or violated. Any such indemnity obligations, including the obligation to indemnify PROG Holdings for taxes resulting from the distribution and certain related transactions not qualifying as tax-free, could be material.

**U.S. federal income tax consequences may restrict our ability to engage in certain desirable strategic or capital-raising transactions.**

Under current law, a separation can be rendered taxable to the parent corporation and its shareholders as a result of certain post-separation acquisitions of shares or assets of the spun-off corporation. For example, a separation may result in taxable gain to the parent corporation under Section 355(e) of the Code if the separation were later deemed to be part of a plan (or series of related transactions) pursuant to which one or more persons acquire, directly or indirectly, shares representing a 50 percent or greater interest (by vote or value) in the spun-off corporation. To preserve the U.S. federal income tax treatment of the separation and distribution, and in addition to our indemnity obligation described above, the tax matters agreement restricts us, for the two-year period following the distribution, except in specific circumstances, from:

- entering into any transaction pursuant to which all or a portion of Aaron's common stock or assets would be acquired, whether by merger or otherwise;
- issuing equity securities in a transaction (or series of related transactions) that could result in a 50% or greater acquisition of our stock (as determined under applicable tax rules);
- repurchasing shares of our capital stock other than in certain open-market transactions;
- ceasing to actively conduct certain aspects of our business; and/or
- taking or failing to take any other action that would jeopardize the expected U.S. federal income tax treatment of the distribution and certain related transactions.

These restrictions may limit our ability to pursue certain strategic transactions or other transactions that we may believe to be in the best interests of our shareholders or that might increase the value of our business.

**As an independent, publicly traded company, we may not enjoy the same benefits that were available to us as a segment of PROG Holdings. It may be more costly for us to separately obtain or perform the various corporate functions that PROG Holdings performed for us prior to the separation, such as legal, treasury, accounting, auditing, human resources, investor relations, public affairs, finance and cash management services.**

Historically, our business has been operated as one of the business segments of PROG Holdings, and PROG Holdings performed certain of the corporate functions for our operations.

As an independent, publicly traded company, we may become more susceptible to market fluctuations and other adverse events than we would have been were we still a part of PROG Holdings. As part of PROG Holdings, we were able to enjoy certain benefits from PROG Holdings' operating diversity and available capital for investments and other uses. As an independent, publicly traded company, we will not have similar operating diversity and may not have similar access to capital markets, which could have a material adverse effect on our business, results of operations or financial condition.

**We or PROG Holdings may fail to perform certain transitional services under various transaction agreements that were executed as part of the separation or we may fail to have necessary systems and services in place when certain of the transaction agreements covering those services expire.**

In connection with the separation and prior to the distribution, we and PROG Holdings entered into a separation agreement and also entered into various other agreements, including a transition services agreement, a tax matters agreement and an employee matters agreement. The separation agreement, the tax matters agreement and the employee matters agreement determined the allocation of assets and liabilities between us and PROG Holdings following the separation for those respective areas and includes any necessary indemnifications related to liabilities and obligations. The transition services agreement provides for the performance of certain services by PROG Holdings for the benefit of us for a limited period of time after the separation. We are relying on PROG Holdings to satisfy its obligations under these agreements. If PROG Holdings is unable to satisfy its obligations under these agreements, including its indemnification obligations, we could incur operational difficulties or losses. Upon expiration of the transition services agreement, each of the services that are covered in such agreement will have to be provided internally or by third parties, and providing them internally or having third parties perform them may be at a higher cost to us than when they were provided to us by PROG Holdings, or we may not be able to perform or obtain the performance of such services at all. If we do not have agreements with other providers of these services once certain transaction agreements expire or terminate, we may not be able to operate our business effectively, which may have a material adverse effect on our business, results of operations or financial condition.

#### **Risks Related to Ownership of Our Common Stock**

**We cannot guarantee that an active trading market for our common stock will be sustained, and our stock price may fluctuate significantly.**

We cannot guarantee that an active trading market will be sustained for our common stock. Nor can we predict the effect of the separation on the trading prices of our common stock.

Until the market has fully evaluated our business as a standalone entity, the price of our common stock may fluctuate more significantly than might otherwise be typical, even with other market conditions, including general volatility, held constant.

The market price of our common stock may fluctuate significantly due to a number of factors, some of which may be beyond our control, including:

- actual or anticipated fluctuations in our operating results;
- the operating and stock price performance of comparable companies;
- changes in our shareholder base due to the separation;
- changes to the regulatory and legal environment under which we operate;
- unfavorable impacts on our business and operations arising from the COVID-19 pandemic and governmental or self-imposed responses thereto, including limitations or restrictions on our operations; and
- domestic and worldwide economic conditions, including unfavorable conditions arising from the COVID-19 pandemic.

**If securities or industry analysts do not publish research or publish misleading or unfavorable research about our business, our stock price and trading volume could decline.**

The trading market for our common stock will depend in part on the research and reports that securities or industry analysts publish about us or our business. If one or more of the analysts covering us downgrades our stock or publishes misleading or unfavorable research about our business, our stock price would likely decline. If one or more of the analysts ceases coverage of

our common stock or fails to publish reports on us regularly, demand for our common stock could decrease, which could cause our common stock price or trading volume to decline.

**Shareholders' percentage of ownership in us may be diluted in the future.**

In the future, shareholders' percentage ownership in us may be diluted because of equity issuances for acquisitions, capital market transactions or otherwise, including equity awards that we will be granting to our directors, officers and team members. Our employees have stock-based awards that correspond to shares of our common stock as a result of conversion of their PROG Holdings stock-based awards and we anticipate that our compensation committee will continue to grant additional stock-based awards to our employees in the future. Such awards have a dilutive effect on our earnings per share, which could adversely affect the market price of our common stock.

In addition, our amended and restated articles of incorporation allow us to issue, without the approval of our shareholders, one or more classes or series of preferred stock having such designation, powers, preferences and relative, participating, optional and other special rights, including preferences over our common stock respecting dividends and distributions, as our Board generally may determine. The terms of one or more classes or series of preferred stock could dilute the voting power or reduce the value of our common stock. Similarly, the repurchase or redemption rights or liquidation preferences we could assign to holders of preferred stock could affect the residual value of our common stock.

**We cannot guarantee the timing, amount or payment of dividends on our common stock.**

Although we expect to continue to pay a regular quarterly cash dividend, the timing, declaration, amount and payment of future dividends to shareholders will fall within the discretion of our Board. There can be no assurance that, as a standalone company, we will have sufficient liquidity to continue to pay cash dividends. Our Board's decisions regarding the payment of dividends will depend on many factors, such as our financial condition, earnings, opportunities to retain future earnings for use in the operation of our business and to fund future growth, capital requirements, debt service obligations, corporate strategy, regulatory constraints, industry practice, statutory and contractual restrictions applying to the payment of dividends and other factors deemed relevant by our Board. Our ability to pay dividends will depend on our ongoing ability to generate cash from operations and on our access to the capital markets. We cannot guarantee that we will pay a dividend in the future or continue to pay any dividend.

**Our amended and restated bylaws designate the Georgia State-wide Business Court in the State of Georgia as the exclusive forum for certain litigation, which may limit our shareholders' ability to choose a judicial forum for disputes with us.**

Pursuant to our amended and restated bylaws, unless we consent in writing to the selection of an alternative forum, to the fullest extent permitted by law, the sole and exclusive forum for any shareholder (including a beneficial owner) to bring (a) any derivative action or proceeding brought on behalf of Aaron's, (b) any action asserting a claim of breach of a fiduciary or legal duty owed by any current or former director, officer, employee, shareholder, or agent of The Aaron's Company to The Aaron's Company or The Aaron's Company shareholders, including a claim alleging the aiding and abetting of any such breach of fiduciary duty, (c) any action asserting a claim against the Company, its current or former directors, officers, team members, shareholders, or agents arising pursuant to any provision of the Georgia Business Code or our articles of incorporation or bylaws (as either may be amended from time to time), (d) any action asserting a claim against us, our current or former directors, officers, team members, shareholders, or agents governed by the internal affairs doctrine, or (e) any action against us, our current or former directors, officers, team members, shareholders, or agents asserting a claim identified in O.C.G.A. § 15-5A-3 shall be the Georgia State-Wide Business Court. Our amended and restated bylaws also provide that, to the fullest extent permitted by law, if any action the subject matter of which is within the scope of the foregoing exclusive forum provisions is filed in a court other than the Georgia State-Wide Business Court, such shareholder shall be deemed to have consented to (i) the personal jurisdiction of the Georgia State-Wide Business Court in connection with any action brought in any such foreign court to enforce these exclusive forum provisions and (ii) having service of process made upon such shareholder in any such action by service upon such shareholder's counsel in the foreign action as agent for such shareholder. Our amended and restated bylaws also provide that the foregoing exclusive forum provisions do not apply to any action asserting claims under the Exchange Act or the Securities Act. These exclusive forum provisions will require our shareholders to bring certain types of actions or proceedings in the Georgia State-Wide Business Court in the State of Georgia and therefore may prevent our shareholders from bringing such actions or proceedings in another court that a shareholder may view as more convenient, cost-effective, or advantageous to the shareholder or the claims made in such action or proceeding, and may discourage the actions or proceedings covered by these exclusive forum provisions.

**Certain provisions in our articles of incorporation and bylaws, and of Georgia law, may deter or delay an acquisition of us.**

Our articles of incorporation and bylaws, and Georgia law, contain provisions that are intended to deter coercive takeover practices and inadequate takeover bids by making such practices or bids more expensive to the acquiror and to encourage prospective acquirors to negotiate with our Board rather than to attempt a hostile takeover. These provisions include rules

regarding how shareholders may present proposals or nominate directors for election at shareholder meetings and the right of our Board to issue preferred stock without shareholder approval. Georgia law also imposes some restrictions on mergers and other business combinations between any holder of 10 percent or more of our outstanding common stock and us.

We believe that these provisions will help to protect our shareholders from coercive or otherwise unfair takeover tactics by requiring potential acquirers to negotiate with our Board and by providing our Board with more time to assess any acquisition proposal. These provisions are not intended to make us immune from takeovers. However, these provisions will apply even if the offer may be considered beneficial by some shareholders and could deter or delay an acquisition that our Board determines is not in our best interests or the best interests of our shareholders. Accordingly, in the event that our Board determines that a potential business combination transaction is not in the best interests of us and our shareholders but certain shareholders believe that such a transaction would be beneficial to us and our shareholders, such shareholders may elect to sell their shares in us and the trading price of the Company's common stock could decrease.

In addition, an acquisition or further issuance of our stock could trigger the application of Section 355(e) of the Code. Under the tax matters agreement, The Company would be required to indemnify PROG Holdings for the resulting tax, and this indemnity obligation might discourage, delay or prevent a change of control that may be considered favorable.

#### **ITEM 1B. UNRESOLVED STAFF COMMENTS**

None.

#### **ITEM 2. PROPERTIES**

The Company leases warehouse and retail store space for most of its store-based operations, call center space, and management and information technology space for corporate functions under operating leases expiring at various times through 2033. Most of the leases contain renewal options for additional periods ranging from one to 20 years or provide for options to purchase the related property at predetermined purchase prices that do not represent bargain purchase options. The Company also has leased properties for bedding manufacturing, fulfillment centers, and service centers across the United States.

Our principal executive office is located at 400 Galleria Parkway SE, Suite 300, Atlanta, Georgia 30339. Below is a list of our principal facilities that are operational as of December 31, 2021:

<b>LOCATION</b>	<b>SEGMENT, PRIMARY USE AND HOW HELD</b>	<b>SQ. FT.</b>
Atlanta, Georgia	Executive/Administrative Offices – Leased	74,000
Kennesaw, Georgia	Administrative Office – Leased	37,000
Various properties in Cairo and Coolidge, Georgia	Furniture Manufacturing, Furniture Parts Warehouse, Administration and Showroom – Primarily Owned	738,000

We believe that all of our facilities are well maintained and adequate for their current and reasonably foreseeable uses.

#### **ITEM 3. LEGAL PROCEEDINGS**

From time to time, we are party to various legal proceedings arising in the ordinary course of business. While any proceeding contains an element of uncertainty, we do not currently believe that any of the outstanding legal proceedings to which we are a party will have a material adverse impact on our business, results of operations or financial condition. However, an adverse resolution of a number of these items may have a material adverse impact on our business, results of operations or financial condition. For further information, see Note 9 in the accompanying consolidated and combined financial statements under the heading "Legal Proceedings," which discussion is incorporated by reference in response to this Item 3.

#### **ITEM 4. MINE SAFETY DISCLOSURES**

Not applicable.

## ITEM 5. MARKET FOR REGISTRANT'S COMMON EQUITY, RELATED STOCKHOLDER MATTERS AND ISSUER PURCHASES OF EQUITY

### Market Information, Holders, and Dividends

Effective November 25, 2020, The Aaron's Company, Inc. began trading as a standalone company and is listed on the NYSE under the symbol "AAN".

The number of shareholders of record of the Company's common stock at February 18, 2022 was 282.

Dividends will be payable only when, and if, declared by our Board and will be subject to our ongoing ability to generate sufficient income and free cash flow, any future capital needs and other contingencies. Under our revolving credit agreement, we may pay cash dividends in any year so long as, after giving pro forma effect to the dividend payment, we maintain compliance with our financial covenants and no event of default has occurred or would result from the payment.

### Issuer Purchases of Equity Securities

The following table presents our share repurchase activity for the three months ended December 31, 2021:

Period	Total Number of Shares Purchased	Average Price Paid per share	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs	Maximum Dollar Value of Shares that May Yet Be Purchased Under the Plans or Programs <sup>1</sup>
October 1, 2021 through October 31, 2021	282,623	\$ 28.16	282,623	\$ 59,603,435
November 1, 2021 through November 30, 2021	—	—	—	59,603,435
December 1, 2021 through December 31, 2021	537,715	23.62	537,715	46,901,692
Total	820,338		820,338	

<sup>1</sup>Share repurchases are conducted under authorizations made from time to time by our Board. The most recent authorization was publicly announced on March 3, 2021 and authorized the repurchase of shares up to a maximum amount of \$150.0 million. Subject to the terms of our Board's authorization and applicable law, repurchases may be made at such times and in such amounts as the Company deems appropriate through December 31, 2023. Repurchases may be discontinued at any time.

### Securities Authorized for Issuance Under Equity Compensation Plans

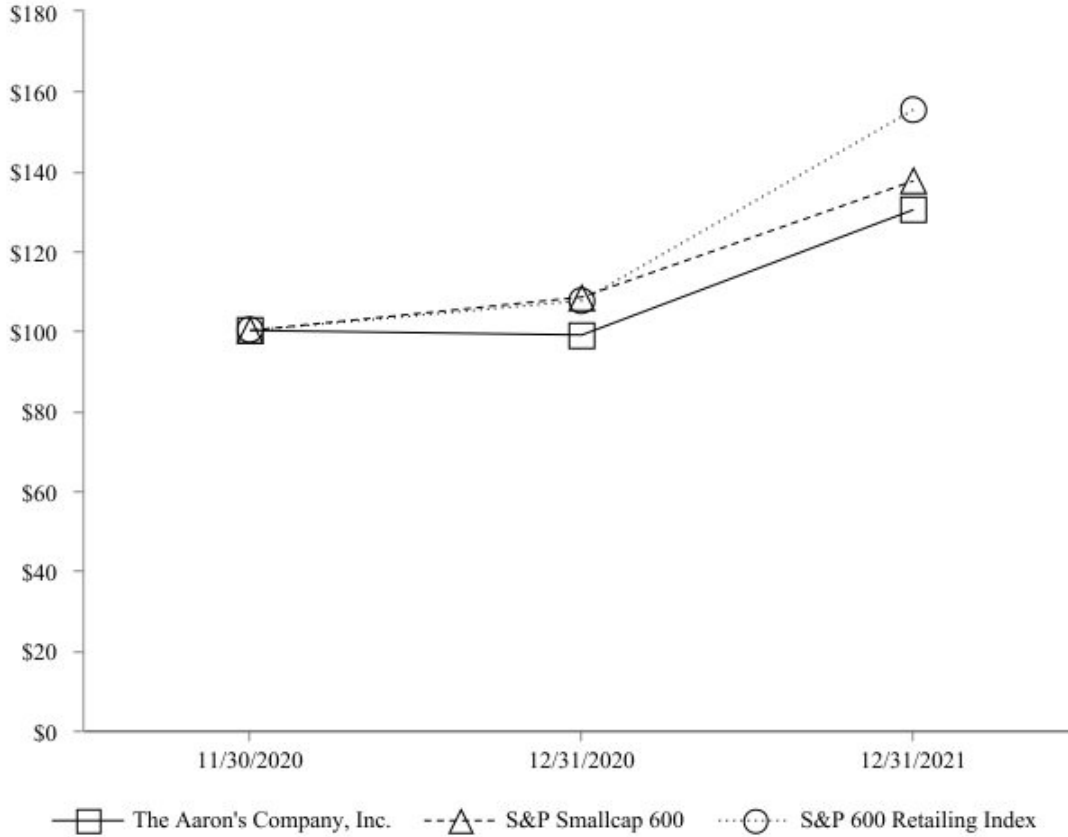
Information concerning the Company's equity compensation plans is set forth in Item 12 of Part III of this Annual Report on Form 10-K.



Performance Graph

**Comparison of 13 Month Cumulative Total Return\***

Among The Aaron's Company, Inc., the S&P Smallcap 600 Index, and S&P 600 Retailing Index



\*\$100 invested on 11/30/2020 in stock or index, including reinvestment of dividends for the fiscal period ending December 31, 2021.

The line graph above and the table below compare, for the period immediately after the separation and distribution date through the remainder of the fiscal year ending December 31, 2020 and the fiscal year ending December 31, 2021, the dollar change in the cumulative total shareholder returns (assuming reinvestment of dividends) on the Company's common stock with that of the S&P Smallcap 600 Index and the S&P 600 Retailing Index.

	11/30/2020	12/31/2020	12/31/2021
The Aaron's Company, Inc	\$ 100.00	\$ 98.80	\$ 130.33
S&P Smallcap 600	100.00	108.32	137.37
S&P 600 Retailing Index	100.00	107.39	155.30

**ITEM 6. [RESERVED]**

Not applicable.

## MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

*The following information should be read in conjunction with other documents filed by The Aaron's Company, Inc. ("Aaron's" or "the Company") with the Securities and Exchange Commission (the "SEC") and the audited Consolidated and Combined Financial Statements and corresponding notes thereto included in Item 8 of this Annual Report on Form 10-K. A review of the Company's fiscal 2021 performance compared to fiscal 2020 appears below under "Results of Operations," "Overview of Financial Position," and "Liquidity and Capital Resources." A review of the Company's fiscal 2020 performance compared to fiscal 2019 can be found in Item 7 of the Company's Annual Report on Form 10-K for the year ended December 31, 2020, filed with the SEC on February 23, 2021, which is hereby incorporated by reference.*

*This MD&A contains forward-looking statements and the matters discussed in these forward-looking statements are subject to risk, uncertainties, and other factors that could cause actual results to differ materially from those made, projected or implied in the forward-looking statements. Please see "Risk Factors" and "Cautionary Statement Concerning Forward-Looking Statements" for a discussion of the uncertainties, risks, and assumptions associated with these statements included in Item 1A of this Annual Report on Form 10-K.*

### **Description of 2020 Spin-off Transaction**

On October 16, 2020, management of Aaron's, Inc. finalized the formation of a new holding company structure in anticipation of the separation and distribution transaction described below. Under the holding company structure, Aaron's, Inc. became a direct, wholly owned subsidiary of a newly formed company, Aaron's Holdings Company, Inc. Aaron's, Inc. was subsequently converted to a limited liability company ("Aaron's, LLC") holding the assets and liabilities historically associated with the historical Aaron's Business segment (the "Aaron's Business"). Upon completion of the holding company formation, Aaron's Holdings Company, Inc. became the publicly traded parent company of the Progressive Leasing segment ("Progressive Leasing"), Aaron's Business, and Vive segment ("Vive").

On November 30, 2020 (the "separation and distribution date"), Aaron's Holdings Company, Inc. completed the previously announced separation of the Aaron's Business from Progressive Leasing and Vive and changed its name to PROG Holdings, Inc. (referred to herein as "PROG Holdings"). The separation of the Aaron's Business was effected through a distribution (the "separation", the "separation and distribution", or the "spin-off transaction") of all outstanding shares of common stock of a newly formed company called The Aaron's Company, Inc., a Georgia Corporation ("Aaron's", "The Aaron's Company", or the "Company"), to the PROG Holdings shareholders of record as of November 27, 2020. Upon the separation and distribution, Aaron's, LLC became a wholly-owned subsidiary of The Aaron's Company. Shareholders of PROG Holdings received one share of The Aaron's Company, Inc. common stock for every two shares of PROG Holdings' common stock. Upon completion of the separation and distribution transaction, The Aaron's Company became an independent, publicly traded company under the ticker "AAN" on the New York Stock Exchange.

Unless the context otherwise requires or we specifically indicate otherwise, references to "we," "us," "our," "our Company," and "the Company" refer to The Aaron's Company, Inc., which holds, directly or indirectly, the assets and liabilities historically associated with the historical Aaron's Business segment (the "Aaron's Business") prior to the separation and distribution date. References to "the Company", "Aaron's, Inc.", or "Aaron's Holdings Company, Inc." for periods prior to the separation and distribution date refer to transactions, events, and obligations of Aaron's, Inc. which took place prior to the separation and distribution. Historical amounts herein include revenues and costs directly attributable to the Company, and an allocation of expenses related to certain PROG Holdings' corporate functions prior to the separation and distribution date.

### **Business Overview**

Aaron's is a leading, technology-enabled, omni-channel provider of lease-to-own ("LTO") and purchase solutions of furniture, appliances, consumer electronics, and accessories. Since its founding in 1955, Aaron's has been committed to serving the overlooked and underserved customer with a dedication to inclusion and improving the communities in which it operates. Through our portfolio of approximately 1,300 stores and our Aarons.com e-commerce platform, we provide consumers with LTO and purchase solutions for the products they need and want, with a focus on providing our customers with unparalleled customer service and an attractive value proposition, including competitive monthly payments and total cost of ownership as compared to other LTO providers, high approval rates, and lease plan flexibility. In addition, we offer a wide product selection, free prompt delivery, product setup, service and returns, and the ability to pause, cancel or resume lease contracts at any time with no penalty to the customer.

### **BrandsMart Acquisition**

On February 23, 2022, the Company entered into a definitive agreement to acquire a 100% ownership of Interbond Corporation of America, doing business as BrandsMart U.S.A. ("BrandsMart"). Founded in 1977, BrandsMart is one of the leading appliance and consumer electronics retailers in the southeast United States and one of the largest appliance retailers in the country with ten stores in Florida and Georgia and a growing e-commerce presence on brandsmartusa.com. Under the terms of

the agreement, total consideration is approximately \$230 million in cash, subject to certain closing adjustments, and the transaction is expected to close in the second quarter of 2022. The transaction remains subject to customary closing conditions, including obtaining applicable regulatory approvals.

Management believes that the acquisition will strengthen Aaron's ability to deliver on its mission of enhancing people's lives by providing easy access to high quality furniture, appliances, electronics, and other home goods through affordable lease to own and retail purchase options. Value-creation opportunities include leveraging Aaron's lease-to-own expertise to provide BrandsMart's customers enhanced payment options and offering a wide selection of BrandsMart product assortment to millions of Aaron's customers.

### **Recent Store Restructuring Programs**

As a result of our real estate repositioning strategy and other cost-reduction initiatives, we initiated restructuring programs in 2019 and 2020 to optimize our Company-operated store portfolio via our GenNext store concept, which features larger showrooms and/or re-engineered store layouts, increased product selection, technology-enabled shopping and checkout, and a refined operating model. These restructuring programs have resulted in the closure, consolidation or relocation of a total of 303 Company-operated store locations during 2019, 2020, and 2021. During 2021, the Company opened 69 new GenNext locations. Combined with the 47 locations open at the beginning of the year, total GenNext stores contributed 8.2% of total lease and retail revenues in 2021. We currently expect to close, consolidate or relocate approximately 60 additional store locations in the first half of 2022. We will continue to evaluate our Company-operated store portfolio to determine how to best rationalize and reposition our store base to better align with marketplace demand.

While not all specific locations have been identified under the real estate repositioning and optimization restructuring program, the Company's current strategic plan is to remodel, reposition and consolidate our Company-operated store footprint over the next three to four years. We believe that such strategic actions will allow the Company to continue to successfully serve our markets while continuing to utilize our growing Aarons.com shopping and servicing platform. Management expects that this strategy, along with our increased use of technology, will enable us to reduce store count while retaining a significant portion of our existing customer relationships and attract new customers. To the extent that management executes on its long-term strategic plan, additional restructuring charges will likely result from our real estate repositioning and optimization initiatives, primarily related to operating lease right-of-use asset and fixed asset impairments. However, the extent of future restructuring charges is not estimable at this time, as specific store locations to be closed and/or consolidated, beyond the stores noted above, have not yet been identified by management.

### **Recent Developments and Operational Measures Taken by Us in Response to the COVID-19 Pandemic**

Our business continues to be impacted by the COVID-19 pandemic. While we have reopened our store showrooms following temporary closures of our showrooms in March 2020, there can be no assurance that those showrooms will not be closed in future months, or have their operations limited. For example, we may be required to close showrooms or limit operations in future months if there are new variants of the virus, vaccine efficacy weakens or we experience localized increases in infections or "additional waves" in the number of COVID-19 cases in the areas where our stores are located and, in response, governmental authorities issue orders requiring such closures or limitations on operations, or we voluntarily close our showrooms or limit their operations to protect the health and safety of our customers and team members. Furthermore, we have continued to experience disruptions in our supply chain which have impacted product availability in some of our stores and, in some situations, we are procuring inventory from alternative sources at higher costs. These developments could have an unfavorable impact on our generation of lease agreements.

As a result, the COVID-19 pandemic may continue to impact our business, results of operations, financial condition, liquidity and/or cash flow in future periods. The extent of any such impacts likely would depend on several factors, including (a) the length and severity of any continuing impact of the pandemic, which may be affected by the impact of potential government-imposed vaccine or testing mandates on our workforce and the successful distribution and efficacy of COVID-19 vaccines to our customers and team members, as well as any new variants of the virus, localized outbreaks or additional waves of COVID-19 cases, among other factors; (b) the impact of any such outbreaks on our customers, suppliers, and team members; (c) the nature of any government orders issued in response to such outbreaks, including whether we would be deemed essential, and thus, exempt from all or some portion of such orders; (d) the extent of the impact of additional government stimulus and/or enhanced unemployment benefits to our customers in response to the negative economic impacts of the COVID-19 pandemic, as well as the nature, timing and amount of any such stimulus payments or benefits; and (e) supply chain disruptions in the markets in which we operate.

The following summarizes significant developments and operational measures taken by us in response to the COVID-19 pandemic:

- We maintain a comprehensive Program & Policy that is updated regularly to adapt to the ever changing COVID-19 landscape, which covers our prevention controls, support for getting vaccinated, reporting and responding to cases, and return-to-work criteria.
- We have established a COVID-19 Task Force that meets very regularly with Executive Management participants to ensure that our response to the fluid pandemic is timely and effective to ensure the safety of our associates and customers to the best of our ability.
- We track internal and external COVID-19 case trends to ensure our response efforts are adjusted based on regional and national needs across our footprint.
- In our Company-operated stores, fulfillment centers, service centers, manufacturing, and Store Support Center operations, we are monitoring for and adhering to applicable federal and state laws, Occupational Safety and Health Administration regulations and Centers for Disease Control ("CDC") and state/local health authorities.

### **Coronavirus Legislative Relief**

In response to the global impacts of COVID-19 on U.S. companies and citizens, the government enacted the Coronavirus, Aid, Relief, and Economic Security Act ("CARES Act") on March 27, 2020, the Consolidated Appropriations Act on December 27, 2020, and the American Rescue Plan Act of 2021 ("American Rescue Plan") on March 11, 2021. We believe a significant portion of our customers have received stimulus payments and/or federally supplemented unemployment payments, pursuant to these economic stimulus measures, which we believe enabled them to continue making payments to us under their lease-to-own agreements, despite the economically challenging times resulting from the COVID-19 pandemic.

The CARES Act also included several tax relief options for companies, which resulted in the following provisions available to the Company:

- Aaron's, Inc. elected to carryback its 2018 net operating losses of \$242.2 million to 2013, generating a refund of \$84.4 million, which was received in July 2020, and a discrete income tax benefit of \$34.2 million recognized during the three months ended March 31, 2020. The discrete income tax benefit is the result of the federal income tax rate differential between the current statutory rate of 21% and the 35% rate applicable to 2013.
- Throughout 2020, the Company deferred all \$16.5 million in payroll taxes that it was permitted to defer under the CARES Act, which generally applies to Social Security taxes otherwise due, with 50% of the tax paid prior to December 31, 2021 and the remaining 50% payable by December 31, 2022.
- Certain wages and benefits that were paid to furloughed team members were eligible for an employee retention credit of up to 50% of wages paid to eligible team members.

Separate from the CARES Act, the Internal Revenue Service extended the due dates for estimated tax payments for the first and second quarters of 2020 to July 15, 2020. Additionally, many states offered similar deferrals. The Company took advantage of all such extended due dates.

The federal supplement to unemployment payments originally lapsed on July 31, 2020 but was extended through September 6, 2021, although certain states decided to stop participation in the supplemental payments prior to that date. The current nature and/or extent of future stimulus measures, if any, remains unknown. We cannot be certain that our customers will continue making their payments to us at recently experienced levels if the federal government does not continue supplemental measures or enact additional stimulus measures, which could result in a significant reduction in the portion of our customers who continue making payments owed to us under their lease-to-own agreements.

### **Fiscal Year 2021 Highlights**

The following summarizes significant highlights from the year ended December 31, 2021:

- We reported revenues of \$1.85 billion in 2021 compared to \$1.73 billion in 2020, an increase of 6.4%. This increase is primarily due to a 9.3% increase in same store revenues which resulted in a \$92.3 million increase in lease and retail revenues, partially offset by the reduction of 99 franchised stores throughout 2020 and 2021. The increase in same store revenues was primarily driven by the size and quality of the same store lease portfolio, which began 2021 at \$82.4 million, up 3.4% compared to the beginning of 2020, and ended 2021 at \$86.8 million, up 5.3% compared to the end of 2020. E-commerce revenues increased 20.1% compared to the prior year period and were 14.3% and 12.7% of total lease revenues and fees during the years ended December 31, 2021 and 2020, respectively. During 2021, the Company opened 69 new GenNext locations. Combined with the 47 locations open at the beginning of the year, total GenNext stores contributed 8.2% of total lease and retail revenues in 2021.

- Earnings before income taxes were \$145.9 million during 2021 compared to a loss before income taxes of \$397.8 million in 2020. Earnings before income taxes during 2021 were negatively impacted by restructuring charges of \$9.2 million and separation-related costs of \$6.7 million. The Company's loss before income taxes during 2020 includes a goodwill impairment charge of \$446.9 million, a \$14.1 million charge related to an early termination fee for a sales and marketing agreement, restructuring charges of \$42.5 million, retirement charges of \$12.6 million, spin-related separation costs of \$8.2 million and a \$4.1 million loss on extinguishment of debt. We also recognized \$4.9 million of incremental allowances for lease merchandise write-offs, franchisee accounts receivable, and reserves on the franchise loan guarantees during 2020 due to the potential adverse impacts of the COVID-19 pandemic.
- The provision for lease merchandise write-offs as a percentage of lease revenues and fees remained consistent at 4.2% for the years ended December 31, 2021 and 2020. The Company began to experience a normalization of customer payment activity during the third and fourth quarters of 2021 following historically low provision for lease merchandise write-offs percentages beginning with the second quarter of 2020 and continuing throughout the first half of 2021, which we believe was partially driven by government stimulus payments and supplemental federal unemployment benefits received by a significant portion of our customers during 2020 and 2021.
- Also impacting earnings before income taxes was the change in personnel costs, which increased by \$18.8 million during 2021, despite lower than targeted staffing levels, due primarily to higher store-based wages and performance-based compensation, higher standalone public company costs, additional personnel to support our key strategic initiatives and the impact of cost cutting measures taken during 2020 in response to the COVID-19 pandemic that did not occur during 2021.
- Net earnings for 2021 were \$109.9 million compared to a net loss of \$265.9 million in 2020. Diluted earnings per share for 2021 were \$3.26 compared with a diluted loss per share of \$7.85 in 2020.
- The Company returned \$113.1 million to our shareholders in 2021 through the repurchase of 3.6 million shares of common stock, which represented approximately 10% of the common stock outstanding as of December 31, 2020, and the payment of our quarterly cash dividends.

### Key Performance Metrics

Company-operated and franchised store activity is summarized as follows:

	2021	2020	2019
<b>Company-operated stores</b>			
Company-operated stores open at January 1,	1,092	1,167	1,312
Opened	—	4	—
Added through acquisition	11	15	18
Closed, sold or merged	(29)	(94)	(163)
Company-operated stores open at December 31,	1,074	1,092	1,167
<b>Franchised stores</b>			
Franchised stores open at January 1,	248	335	377
Purchased by the Company	(11)	(15)	(18)
Closed, sold or merged	(1)	(72)	(24)
Franchised stores open at December 31,	236	248	335

*Lease Portfolio Size.* Our lease portfolio size represents the total balance of collectible lease payments for the next month derived from our aggregate outstanding customer lease agreements at a point in time. As of the end of any month, the lease portfolio size is calculated as the lease portfolio size at the beginning of the period plus collectible lease payments for the next month derived from new lease agreements originated in the period less the reduction in collectible lease payments for the next month as a result primarily of customer agreements that reach full ownership, lease merchandise returns and write-offs, and customer early purchase option exercises. Lease portfolio size provides management insight into expected future collectible lease payments. The Company ended the fourth quarter of 2021 with a lease portfolio size for all Company-operated stores of \$136.3 million, an increase of 4.7% compared to the lease portfolio size as of December 31, 2020.

*Same Store Revenues.* We believe that changes in same store revenues are a key performance indicator of the Company, as it provides management insight into our ability to collect customer payments, including contractually due payments and early purchase options exercised by our current customers. Additionally, this indicator allows management to gain insight into the Company's success in writing new leases into and retaining current customers within our customer lease portfolio.

For the year ended December 31, 2021, we calculated this amount by comparing revenues for the year ended December 31, 2021 to revenues for the year ended December 31, 2020 for all stores open for the entire 24-month period ended December 31, 2021, excluding stores that received lease agreements from other acquired, closed or merged stores. Same store revenues increased 9.3% during the year ended December 31, 2021 compared to the prior year comparable period.

### **Key Components of Earnings (Loss) Before Income Taxes**

In this management's discussion and analysis section, we review our consolidated and combined results. The financial statements for periods prior to and through the date of the separation and distribution, November 30, 2020, were prepared on a combined standalone basis and were derived from the consolidated financial statements and accounting records of PROG Holdings. The financial statements for the periods subsequent to December 1, 2020 and through December 31, 2021 are consolidated financial statements of the Company and its subsidiaries, each of which is wholly-owned, and is based on the financial position and results of operations of the Company as a standalone company.

The combined financial statements prepared through November 30, 2020 include all revenues and costs directly attributable to the Company and an allocation of expenses of the Aaron's Business related to certain PROG Holdings corporate functions. These expenses have been allocated to the Company based on direct usage or benefit where specifically identifiable, with the remaining expenses allocated primarily on a pro rata basis using an applicable measure of revenues, headcount or other relevant measures. The Company considers these allocations to be a reasonable reflection of the utilization of services or the benefit received. The combined financial statements include assets and liabilities specifically attributable to the Company. All intercompany transactions and balances within the Company have been eliminated. Transactions between the Company and PROG Holdings that took place prior to the separation and distribution have been included as invested capital within the consolidated and combined financial statements.

For the year ended December 31, 2021 and the comparable prior year periods, some of the key revenue, cost and expense items that affected earnings (loss) before income taxes were as follows:

*Revenues.* We separate our total revenues into three components: (a) lease and retail revenues; (b) non-retail sales; and (c) franchise royalties and other revenues. Lease and retail revenues primarily include all revenues derived from lease agreements at our company-operated stores and e-commerce platform, the sale of both new and returned lease merchandise from our company-operated stores and fees from our Aaron's Club program. Lease and retail revenues are recorded net of a provision for uncollectible accounts receivable related to lease renewal payments from lease agreements with customers. Non-retail sales primarily represent new merchandise sales to our franchisees and, to a lesser extent, sales of Woodhaven Furniture Industries ("Woodhaven") manufactured products to third-party retailers. Franchise royalties and other revenues primarily represent fees from the sale of franchise rights and royalty payments from franchisees, as well as other related income from our franchised stores. Franchise royalties and other revenues also include revenues from leasing company-owned real estate properties to unrelated third parties, as well as other miscellaneous revenues.

*Cost of Lease and Retail Revenues.* Cost of lease and retail revenues is primarily comprised of the depreciation expense associated with depreciating merchandise held for lease and leased to customers by our company-operated stores and through our e-commerce platform. Cost of lease and retail revenues also includes the depreciated cost of merchandise sold through our company-operated stores as well as the costs associated with the Aaron's Club program.

*Non-Retail Cost of Sales.* Non-retail cost of sales primarily represents the cost of merchandise sold to our franchisees and, to a lesser extent, the cost of Woodhaven's manufactured products sold to third-party retailers.

*Personnel Costs.* Personnel costs represents total compensation costs incurred for services provided by team members of the Company, as well as an allocation of personnel costs for PROG Holdings' corporate and shared function employees for the periods prior to the separation and distribution date.

*Other Operating Expenses, Net.* Other operating expenses, net includes occupancy costs (including rent expense, store maintenance and depreciation expense related to non-manufacturing facilities), shipping and handling, advertising and marketing, intangible asset amortization expense, professional services expense, bank and credit card related fees, an allocation of general corporate expenses from PROG Holdings for the periods prior to the separation and distribution date, and other miscellaneous expenses. Other operating expenses, net also includes gains or losses on sales of Company-operated stores and delivery vehicles, fair value adjustments on assets held for sale and gains or losses on other transactions involving property, plant and equipment (to the extent such gains or losses are not related to assets that are a part of the Company's restructuring programs).

*Provision for Lease Merchandise Write-offs.* Provision for lease merchandise write-offs represents charges incurred related to estimated lease merchandise write-offs.

*Restructuring Expenses, Net.* Restructuring expenses, net primarily represent the cost of real estate optimization efforts and cost reduction initiatives related to the Company's store support center functions. Restructuring expenses, net are comprised principally of closed store operating lease right-of-use asset impairment and operating lease charges, fixed asset impairment charges, and expenses related to workforce reductions.

*Impairment of Goodwill.* There were no impairments of goodwill recorded during 2021. Impairment of goodwill is the write-off of our existing goodwill balance at March 31, 2020 that was recorded in the first quarter of 2020. Refer to Note 1 to these consolidated and combined financial statements for further discussions of the interim goodwill impairment assessment and resulting impairment charge.

*Retirement Charges.* Retirement charges represent costs primarily associated with the retirement of the former Chief Executive Officer of Aaron's Holdings Company, Inc., as well as costs associated with the planned retirement of certain executive-level employees in connection with the separation and distribution.

*Separation Costs.* Separation costs represent expenses associated with the spin off transaction, including employee-related costs, incremental stock-based compensation expense associated with the conversion and modification of unvested and unexercised equity awards and other one-time expenses incurred by the Company in order to begin operating as an independent, standalone public entity.

*Interest Expense.* Interest expense for the year ended December 31, 2021 consists primarily of commitment fees on unused balances of the Revolving Facility (as defined below), as well as the amortization of debt issuance costs. Interest expense for prior year periods consists primarily of interest incurred on the fixed and variable rate debt agreements of Aaron's, Inc. All of the interest expense for the historical debt obligations of Aaron's, LLC has been included within the consolidated and combined financial statements of the Company for the periods prior to the separation and distribution date because Aaron's, LLC was the primary obligor for the external debt agreements and is one of the legal entities forming the basis of the Company.

*Loss on Debt Extinguishment.* Loss on debt extinguishment consists of the charges incurred related to the repayment and extinguishment of all indebtedness due under previous debt agreements of Aaron's, Inc. prior to the separation and distribution date

*Other Non-Operating Income, Net.* Other non-operating income, net includes the impact of foreign currency remeasurement, as well as gains and losses resulting from changes in the cash surrender value of company-owned life insurance related to the Company's deferred compensation plan. This activity also included earnings on cash and cash equivalent investments.

## Results of Operations

### Results of Operations – Years Ended December 31, 2021 and 2020

(In Thousands)	Year Ended December 31,		Change	
	2021	2020	\$	%
<b>REVENUES:</b>				
Lease and Retail Revenues	\$ 1,691,057	\$ 1,577,809	\$ 113,248	7.2 %
Non-Retail Sales	128,299	127,652	647	0.5
Franchise Royalties and Other Revenues	26,148	29,458	(3,310)	(11.2)
	1,845,504	1,734,919	110,585	6.4
<b>COSTS OF REVENUES:</b>				
Cost of Lease and Retail Revenues	569,892	540,583	29,309	5.4
Non-Retail Cost of Sales	116,123	110,794	5,329	4.8
	686,015	651,377	34,638	5.3
<b>GROSS PROFIT</b>				
Gross Profit %	1,159,489	1,083,542	75,947	7.0
	62.8%	62.5%		
<b>OPERATING EXPENSES:</b>				
Personnel Costs	495,411	476,575	18,836	4.0
Other Operating Expenses, Net	434,491	419,108	15,383	3.7
Provision for Lease Merchandise Write-Offs	67,888	63,642	4,246	6.7
Restructuring Expenses, Net	9,218	42,544	(33,326)	(78.3)
Impairment of Goodwill	—	446,893	(446,893)	nmf
Retirement Charges	—	12,634	(12,634)	nmf
Separation Costs	6,732	8,184	(1,452)	(17.7)
	1,013,740	1,469,580	(455,840)	(31.0)
<b>OPERATING PROFIT (LOSS)</b>				
Interest Expense	145,749	(386,038)	531,787	nmf
Loss on Debt Extinguishment	(1,460)	(10,006)	8,546	85.4
Other Non-Operating Income, Net	—	(4,079)	4,079	nmf
	1,581	2,309	(728)	(31.5)
<b>EARNINGS (LOSS) BEFORE INCOME TAX EXPENSE (BENEFIT)</b>				
	145,870	(397,814)	543,684	nmf
<b>INCOME TAX EXPENSE (BENEFIT)</b>				
	35,936	(131,902)	167,838	nmf
<b>NET EARNINGS (LOSS)</b>				
	\$ 109,934	\$ (265,912)	\$ 375,846	nmf

nmf—Calculation is not meaningful



## Revenues

The following table presents revenue by source for the years ended December 31, 2021 and 2020:

(In Thousands)	Year Ended December 31,		Change	
	2021	2020	2021 vs. 2020	
			\$	%
Lease Revenues and Fees	\$ 1,633,489	\$ 1,530,464	\$ 103,025	6.7 %
Retail Sales	57,568	47,345	10,223	21.6
Non-Retail Sales	128,299	127,652	647	0.5
Franchise Royalties and Fees	25,129	28,212	(3,083)	(10.9)
Other	1,019	1,246	(227)	(18.2)
<b>Total Revenues</b>	<b>\$ 1,845,504</b>	<b>\$ 1,734,919</b>	<b>\$ 110,585</b>	<b>6.4 %</b>

Lease revenues and fees and retail sales increased during the year ended December 31, 2021, primarily due to a 9.3% increase in same store revenues, inclusive of both in-store and e-commerce originated lease revenues and fees and retail sales, as well as early purchase options exercised, which represented \$92.3 million of the increase, and the acquisition of franchised stores throughout 2020 and 2021, which represented \$19.2 million of the increase. The increase in same store revenues was driven by a larger same store lease portfolio size and strong customer payment activity, including retail sales and early purchase option exercises. We believe this was due in part to (a) operational investments including the national rollout of our centralized digital decisioning platform and digital customer onboarding; (b) new direct to consumer marketing programs in both in-store and e-commerce channels; (c) government stimulus payments and supplemental federal unemployment benefits received by a significant portion of our customers; and (d) lower prior period revenues caused by the temporary closure of our showrooms and a shift to e-commerce and curbside service only for all of our Company-operated stores as described above in March of 2020. E-commerce revenues increased 20.1% during 2021 compared to the prior year and were 14.3% and 12.7% of total lease revenues and fees during the years ended December 31, 2021 and 2020, respectively. During 2021, the Company opened 69 new GenNext locations. Combined with the 47 locations open at the beginning of the year, total GenNext stores contributed 8.2% of total lease and retail revenues in 2021.

The increase in non-retail sales is due to higher product demand from franchisees due to similar factors that resulted in the lease portfolio size growth at Company-operated stores as described above, mostly offset by a \$21.3 million decrease related to the reduction of 99 franchised stores throughout 2020 and 2021.

Franchise royalties and fees decreased primarily due to a \$5.4 million reduction resulting from the reduction of 99 franchised stores throughout 2020 and 2021, partially offset by stronger demand and customer payment activity during 2021 and the impact of the temporary royalty fee abatement offered by the Company from March 8, 2020 through May 16, 2020 in response to the COVID-19 pandemic. We have provided no royalty fee abatements to our franchisees in 2021.

## Cost of Revenues and Gross Profit

Information about the components of the cost of lease and retail revenues and non-retail sales is as follows:

(In Thousands)	Year Ended December 31,		Change	
	2021	2020	2021 vs. 2020	
			\$	%
Depreciation of Lease Merchandise and Other Lease Revenue Costs	\$ 531,859	\$ 510,709	\$ 21,150	4.1 %
Retail Cost of Sales	38,033	29,874	8,159	27.3
Non-Retail Cost of Sales	116,123	110,794	5,329	4.8
<b>Total Costs of Revenues</b>	<b>\$ 686,015</b>	<b>\$ 651,377</b>	<b>\$ 34,638</b>	<b>5.3 %</b>

*Depreciation of lease merchandise and other lease revenue costs.* Depreciation of lease merchandise and other lease revenue costs increased primarily due to a \$16.2 million increase due to a larger lease portfolio size, an \$11.5 million increase related to higher early purchase options exercised, and an \$11.2 million increase due to higher inventory purchase costs, partially offset by a \$12.8 million decrease due to store closures and consolidations throughout 2020 and 2021 and a \$5.2 million decrease related to lower levels of idle lease merchandise inventory.

*Retail cost of sales.* Retail cost of sales increased primarily due to higher inventory purchase costs as well as an increase in retail sales as described above.

*Non-retail cost of sales.* The increase in non-retail cost of sales during the year ended December 31, 2021 is primarily attributable to higher inventory purchase costs, partially offset by the reduction of 99 franchised stores throughout 2020 and 2021.

### **Gross Profit**

Gross profit for lease revenues and fees was \$1.10 billion and \$1.02 billion during the years ended December 31, 2021 and 2020, respectively, which represented a gross profit margin of 67.4% and 66.6% for the respective periods. The improvement in gross profit percentage was primarily driven by strong customer payment activity and lower depreciation on idle lease merchandise inventory in 2021 compared to 2020.

Gross profit for retail sales was \$19.5 million and \$17.5 million during the years ended December 31, 2021 and 2020, respectively, which represented a gross profit margin of 33.9% and 36.9% for the respective periods. The decline in gross profit percentage was driven by higher inventory purchase costs in 2021 compared to 2020.

Gross profit for non-retail sales was \$12.2 million and \$16.9 million during the years ended December 31, 2021 and 2020, respectively, which represented a gross profit percentage of 9.5% and 13.2% for the respective periods. The decline in gross profit percentage was driven by higher inventory purchase costs in 2021 compared to 2020.

As a percentage of total revenues, gross profit improved slightly to 62.8% in 2021 from 62.5% in 2020. The factors impacting the change in gross profit are discussed above.

### **Operating Expenses**

*Personnel costs.* As a percentage of total revenues, personnel costs decreased to 26.8% in 2021 compared to 27.5% in 2020. Personnel costs increased by \$18.8 million during the year ended December 31, 2021 due primarily to (a) higher store-based wages and performance-based compensation; (b) higher store labor hours as compared to the prior year comparable period, as personnel costs for the year ended December 31, 2020 reflected reduced store labor hours resulting from the temporary store closures in 2020; (c) higher standalone public company costs; (d) additional personnel to support our key strategic initiatives; and (e) cost cutting measures taken during 2020 in response to the COVID-19 pandemic that did not occur during 2021, including furloughing or terminating team members and instituting temporary salary reductions for executive officers.

*Other Operating Expenses, Net.* Information about certain significant components of other operating expenses, net is as follows:

(In Thousands)	Year Ended December 31,		Change	
	2021	2020	2021 vs. 2020	
			\$	%
Occupancy Costs <sup>1</sup>	\$ 173,508	\$ 166,027	\$ 7,481	4.5 %
Shipping and Handling <sup>1</sup>	60,354	51,971	8,383	16.1
Advertising Costs	53,651	40,249	13,402	33.3
Intangible Amortization	5,528	6,789	(1,261)	(18.6)
Professional Services	15,684	29,901	(14,217)	(47.5)
Bank and Credit Card Related Fees	21,111	18,837	2,274	12.1
Gains on Dispositions of Store-Related Assets, net	(3,862)	(1,471)	(2,391)	(162.5)
Other Miscellaneous Expenses, net <sup>1</sup>	108,517	106,805	1,712	1.6
Other Operating Expenses, net	\$ 434,491	\$ 419,108	\$ 15,383	3.7 %

<sup>1</sup> During 2021, the Company recategorized items within the components of other operating expenses, net. The presentation of prior period amounts has been reclassified to be consistent with the current period presentation. Such reclassification has no impact on the total of other operating expenses, net for the year ended December 31, 2020.

As a percentage of total revenues, other operating expenses, net decreased to 23.5% for the year ended December 31, 2021 from 24.2% for the same period in 2020.

Occupancy costs increased primarily due to higher store maintenance costs, higher rent and higher depreciation of leasehold improvements associated with newer store locations under our repositioning and optimization initiatives during 2021. These increases were partially offset by lower occupancy costs due to the planned net reduction of 93 Company-operated stores throughout 2020 and 2021 and the closure of one of our leased administrative offices in Kennesaw, Georgia during the fourth quarter of 2020. Additionally, occupancy costs for the year ended December 31, 2021 were higher than in 2020 due to \$1.9 million in rent concessions that were negotiated and realized with the landlords of Company-operated stores during 2020 in response to the economic uncertainty created by the COVID-19 pandemic.

Shipping and handling costs increased primarily due to higher fuel and distribution costs driven by a 3.4% increase in product deliveries and inflationary fuel price increases during the year ended December 31, 2021 as compared to the same period 2020.

Advertising costs increased primarily due to higher advertising spend in 2021 related to the launch of a new marketing campaign as well as the impact of a reduction in marketing initiatives during the first half of 2020 as a result of the Company's cost cutting measures in response to the COVID-19 pandemic. This higher advertising spend in 2021 was partially offset by an increase in vendor marketing contributions eligible to be applied as a reduction to advertising costs.

Intangible amortization expense decreased due to intangible assets that became fully amortized.

Professional services decreased primarily due to an early termination fee of \$14.1 million for a sales and marketing agreement that was expensed during the first quarter of 2020.

Bank and credit card related fees increased primarily due to higher utilization of credit and debit cards by our customers, a greater number of payments due to strong customer payment activity, and a greater number of customer leases added in the current year period.

Gains on asset dispositions increased primarily due to gains related to the sale of Company-owned vehicles.

Other miscellaneous expenses, net primarily represent the depreciation of IT-related property, plant and equipment, software licensing expenses, franchisee-related reserves, and other expenses. The primary increases in this category during 2021 were related to higher customer decisioning costs driven by the rollout of the centralized digital decisioning platform and higher travel expenses resulting from pandemic-related travel restrictions and reduced spending during 2020. These increases were partially offset by a decrease related to the reduction in the provision for franchisee-related losses during the year ended December 31, 2021 as compared to the incremental allowances and reserves of \$3.0 million recognized during the year ended December 31, 2020 due to the significant uncertainty regarding the future financial health of certain franchisees as a result of the COVID-19 pandemic. The remaining expenses did not fluctuate significantly on an individual basis versus the prior year comparable period.

*Provision for lease merchandise write-offs.* The provision for lease merchandise write-offs as a percentage of lease revenues and fees remained consistent at 4.2% for the years ended December 31, 2021 and 2020. The Company experienced the expected normalization of customer payment activity during the third and fourth quarters of 2021 following historically low provision for lease merchandise write-offs percentages beginning with the second quarter of 2020 and continuing throughout the first half of 2021, which we believe was partially driven by government stimulus payments and supplemental federal unemployment benefits received by a significant portion of our customers during 2020. Additionally, the Company's provision for lease merchandise write-offs has benefited throughout 2021 from strong operational focus and improved decisioning technology.

*Restructuring expenses, net.* Restructuring activity for the year ended December 31, 2021 resulted in expenses of \$9.2 million, which were primarily comprised of \$4.8 million of continuing variable occupancy costs incurred related to previously closed stores and \$4.8 million of operating lease right-of-use asset and fixed asset impairment for Company-operated stores identified for closure during 2021, partially offset by net gains of \$1.1 million on the sale of store properties and store-related assets that had been previously impaired in conjunction with the repositioning and optimization program in prior periods. Restructuring expenses for the year ended December 31, 2020 were \$42.5 million, which were primarily comprised of \$30.8 million of operating lease right-of-use asset and fixed asset impairment for company-operated stores identified for closure during 2020, \$5.1 million of common area maintenance and other variable charges and taxes incurred related to closed stores, \$6.2 million of severance charges related to workforce reductions, and \$0.5 million of other restructuring related charges.

*Impairment of goodwill.* During the first quarter of 2020, we recorded a loss of \$446.9 million to fully write-off our existing goodwill balance as of March 31, 2020. Refer to Note 1 of these consolidated and combined financial statements for further discussion of the interim goodwill impairment assessment and resulting impairment charge.

*Retirement charges.* Retirement charges represents costs incurred during 2020 primarily associated with the retirement of the former Chief Executive Officer of Aaron's Holdings Company, Inc., as well as costs associated with the planned retirement of certain executive-level employees in connection with the separation and distribution.

*Separation costs.* Separation costs represent expenses associated with the separation and distribution, including employee-related costs, incremental stock-based compensation expense associated with the conversion and modification of unvested and unexercised equity awards, and other one-time expenses incurred by the Company in order to begin operating as an independent, separate publicly traded Company.

### ***Operating Profit (Loss)***

*Interest expense.* Interest expense decreased to \$1.5 million in 2021 from \$10.0 million in 2020, which is primarily the result of the full repayment of the outstanding borrowings of \$285.0 million under the previous Aaron's, Inc. revolving credit and term loan agreement and senior unsecured notes in conjunction with the separation and distribution in the fourth quarter of 2020.

Interest expense for the year ended December 31, 2021 consists primarily of commitment fees on unused balances of the Revolving Facility, as well as the amortization of debt issuance costs.

*Loss on debt extinguishment.* Loss on debt extinguishment consists of the charges incurred in the fourth quarter of 2020 related to the repayment and extinguishment of all indebtedness due under previous debt agreements of Aaron's, Inc. prior to the separation and distribution date.

*Other Non-Operating Income, Net.* Other non-operating income, net, net includes (a) net gains and losses resulting from changes in the cash surrender value of Company-owned life insurance related to the Company's deferred compensation plan; (b) the impact of foreign currency remeasurement; and (c) earnings on cash and cash equivalent investments. The changes in the cash surrender value of Company-owned life insurance resulted in net gains of \$1.6 million and \$1.7 million during 2021 and 2020, respectively. Foreign currency remeasurement net losses resulting from changes in the value of the U.S. dollar against the Canadian dollar were not significant in 2021 or 2020.

### ***Income Tax Expense (Benefit)***

The Company recorded income tax expense of \$35.9 million for the year ended December 31, 2021 compared to a net income tax benefit of \$131.9 million for the same period in 2020. The net income tax benefit recognized in 2020 was primarily the result of losses before income taxes of \$397.8 million as well as discrete income tax benefits generated by the provisions of the CARES Act. The CARES Act, among other things, (a) waived the 80% taxable income limitation on the use of a net operating loss which was previously set forth under the Tax Cuts and Jobs Act of 2017 and (b) provided that a net operating loss arising in a taxable year beginning after December 31, 2017 and before January 1, 2021 may be treated as a carryback to each of the five preceding taxable years. These CARES Act provisions resulted in \$34.4 million of net income tax benefits driven by the rate differential on the carryback of net operating losses previously recorded at 21% where the benefit is recognized at 35%. The effective tax rate decreased to 24.6% in 2021 from 33.2% in 2020 due primarily to the impact of the discrete income tax benefit on our 2020 book loss as described above.

### **Overview of Financial Position**

The primary changes in the consolidated balance sheets from December 31, 2020 to December 31, 2021 include:

- Cash and cash equivalents decreased \$53.3 million to \$22.8 million at December 31, 2021. For additional information, refer to the "Liquidity and Capital Resources" section below.
- Lease merchandise increased \$74.9 million due to higher lease merchandise purchases and costs, as the Company continues to normalize lease merchandise levels after experiencing supply chain disruptions resulting from the COVID-19 pandemic throughout 2020 and 2021. In addition, the Company continues to opportunistically acquire inventory for sale in the near term in anticipation of continuing supply chain disruptions and challenges.
- Property, plant and equipment increased \$30.5 million primarily due to an increase in capital expenditures associated with the Company's real estate optimization strategy.
- Operating lease right-of-use assets increased \$40.0 million primarily due to additional real estate lease agreements and amendments executed during the year ended December 31, 2021, partially offset by regularly scheduled amortization of right-of-use assets and impairment charges recorded in connection with restructuring actions.
- Goodwill increased \$5.6 million due to the acquisitions of various franchisees during the year ended December 31, 2021.
- Debt increased \$9.2 million primarily due to \$10.0 million in outstanding borrowings under the Revolving Facility as of December 31, 2021. Refer to Note 7 to these consolidated and combined financial statements, as well as the "Liquidity and Capital Resources" section below, for further details regarding the Company's financing arrangements.
- Treasury shares increased \$105.8 million due to the Company's repurchase of 3,571,812 shares of common stock for \$103.1 million during the year ended December 31, 2021.

### **Liquidity and Capital Resources**

#### ***General***

Our primary uses of capital have historically consisted of (a) buying merchandise; (b) personnel expenditures; (c) purchases of property, plant and equipment, including leasehold improvements for our new store concept and operating model; (d) expenditures related to corporate operating activities; (e) income tax payments; and (f) expenditures for franchisee acquisitions. In 2021, the Company has also periodically repurchased common stock and paid quarterly cash dividends.

Prior to the separation and distribution transaction, our capital requirements were financed through:

- cash on hand;
- cash flows from operations;
- Aaron's, Inc. private debt offerings;
- Aaron's, Inc. bank debt; and
- Aaron's, Inc. stock offerings.

As of December 31, 2021, the Company had \$22.8 million of cash and \$222.7 million of availability under its \$250.0 million senior unsecured revolving credit facility (the "Revolving Facility"). We currently expect to finance our primary capital requirements through cash flows from operations, and as necessary, borrowings under our Revolving Facility.

#### ***Cash Provided by Operating Activities***

Cash provided by operating activities was \$136.0 million and \$355.8 million during the years ended December 31, 2021 and 2020, respectively.

The \$219.7 million decrease in operating cash flows was primarily driven by higher lease merchandise purchases and reductions in working capital, partially offset by improved lease portfolio performance resulting from a larger lease portfolio size and strong customer payment activity. Other changes in cash provided by operating activities are discussed above in our discussion of results for the year ended December 31, 2021.

#### ***Cash Used in Investing Activities***

Cash used in investing activities was \$85.4 million and \$75.0 million during the years ended December 31, 2021 and 2020, respectively.

The \$10.3 million increase in investing cash outflows was primarily due to \$23.7 million higher cash outflows for purchases of property, plant and equipment, partially offset by \$6.5 million higher proceeds from the sale of property, plant and equipment and \$4.7 million lower cash outflows for the acquisition of businesses and customer agreements during the year ended December 31, 2021 compared to the prior year period.

#### ***Cash Used in Financing Activities***

Cash used in financing activities was \$104.0 million and \$253.4 million during the years ended December 31, 2021 and 2020, respectively.

The net cash outflows during the year ended December 31, 2021 were primarily driven by \$103.1 million in share repurchases and \$10.0 million in dividends paid, partially offset by net borrowings of debt of \$10.0 million. The net cash outflows during the year ended December 31, 2020 were primarily driven by the net repayments of outstanding debt of \$342.3 million, partially offset by net transfers from Former Parent of \$97.3 million.

#### ***Share Repurchases***

At management's request, during its March 2021 meeting, our Board authorized management to purchase the Company's common stock up to an aggregate amount of \$150.0 million pursuant to a publicly announced share repurchase program. This authorization expires on December 31, 2023.

During the year ended December 31, 2021, the Company purchased 3,571,812 shares for \$103.1 million. As of December 31, 2021, we have the authority to purchase additional shares up to our remaining authorization limit of \$46.9 million.

#### ***Dividends***

At its November 2021 meeting, our Board approved a quarterly dividend of \$0.10 per share. Aggregate dividend payments for the year ended December 31, 2021 were \$10.0 million. We expect to continue paying this quarterly cash dividend, subject to further approval from our Board.

On February 21, 2022, our Board declared a regular quarterly cash dividend of \$0.1125 per share, an increase of 12.5%, payable on April 5, 2022, to shareholders of record on March 17, 2022.

#### ***Debt Financing***

On November 9, 2020, Aaron's, LLC, a wholly-owned subsidiary of the Company, entered into a new credit agreement with several banks and other financial institutions providing for a \$250.0 million senior unsecured revolving credit facility (the "Revolving Facility"). Revolving borrowings became available at the completion of the separation and distribution date and under which all borrowings and commitments will mature or terminate on November 9, 2025. The Company expects that the Revolving Facility will be used to provide for working capital and capital expenditures, to finance future permitted acquisitions and for other general corporate purposes. The Company had \$10.0 million in outstanding borrowings under the Revolving

Facility as of December 31, 2021, which was subsequently repaid in January 2022. As of December 31, 2021, the amount available under the Revolving Facility was \$222.7 million, which was reduced by the outstanding borrowings and approximately \$17.3 million for our outstanding letters of credit.

The Revolving Facility contains financial covenants, which include requirements that we maintain ratios of (a) fixed charge coverage of no less than 1.75:1.00 and (b) total net leverage of no greater than 2.50:1.00. If we fail to comply with these covenants, we will be in default under these agreements, and all borrowings outstanding could become due immediately. Under the Revolving Facility and Franchise Loan Facility (as defined below), we may pay cash dividends in any year so long as, after giving pro forma effect to the dividend payment, we maintain compliance with our financial covenants and no event of default has occurred or would result from the payment. At December 31, 2021, we were in compliance with all covenants related to its outstanding debt.

Prior to the separation and distribution date, we had outstanding borrowings of \$285.0 million under a revolving credit and term loan agreement and under senior unsecured notes, all of which were repaid in conjunction with the separation and distribution. All debt obligations and unamortized debt issuance costs as of December 31, 2019 and the related interest expense for the years ended December 31, 2020, and 2019 have been included within our consolidated and combined financial statements because Aaron's, LLC was the primary obligor for the external debt agreements and is one of the legal entities forming the basis of The Aaron's Company.

#### *Derivatives*

In order to mitigate the risk resulting from fluctuations in the market price of gasoline, the Company entered into a fixed price swap with a notional value of approximately \$2.7 million in February 2022 for approximately 25% of its estimated fuel usage through December 2022.

#### **Commitments**

During the year ended December 31, 2021, we made net income tax payments of \$9.7 million. During the year ended December 31, 2022, we anticipate making estimated cash payments of \$8.0 million for state income taxes and \$1.5 million for Canadian income taxes.

The Tax Cuts and Jobs Act ("TCJA"), which was enacted in December 2017, provides for 100% expense deduction of certain qualified depreciable assets, including lease merchandise inventory, purchased by the Company after September 27, 2017 (but would be phased down starting in 2023). Because of our sales and lease ownership model, in which the Company remains the owner of merchandise on lease, we benefit more from bonus depreciation, relatively, than traditional furniture, electronics and appliance retailers.

We estimate the deferred tax liability associated with bonus depreciation from the Tax Act and the prior tax legislation is approximately \$147.0 million as of December 31, 2021, of which approximately 74% is expected to reverse as a deferred income tax benefit in 2022 and most of the remainder during 2023. These amounts exclude bonus depreciation the Company will receive on qualifying expenditures after December 31, 2021.

*Leases.* We lease warehouse and retail store space for most of our store-based operations, call center space, and management and information technology space for corporate functions under operating leases expiring at various times through 2033, and our stores have an average remaining lease term of approximately five years. Most of the leases contain renewal options for additional periods ranging from one to 20 years. We also lease transportation vehicles under operating leases which generally expire during the next five years. Approximate future minimum rental payments required under operating leases that have initial or remaining non-cancelable terms in excess of one year as of December 31, 2021 are disclosed in Note 6 to the consolidated and combined financial statements in this Annual Report.

#### *Franchise Loan Guaranty*

We have guaranteed the borrowings of certain independent franchisees under a franchise loan agreement (the "Franchise Loan Facility") with banks that are parties to our Revolving Facility. During the third quarter of 2021, the Company reduced the total commitment under the Franchise Loan Facility from \$25.0 million to \$15.0 million. On November 10, 2021, the Company amended the Franchise Loan Facility to extend the commitment termination date thereunder from November 16, 2021 to November 15, 2022. We are able to request additional 364-day extensions of our franchise loan facility, as long as we are not in violation of any of the covenants under that facility or our Revolving Facility, and no event of default exists under those agreements, until such time as our Revolving Facility expires. We currently expect to include a franchise loan facility as part of any extension or renewal of our Revolving Facility thereafter. At December 31, 2021, the maximum amount that the Company would be obligated to repay in the event franchisees defaulted was \$8.3 million, which would be due in full within 75 days of the event of default.

Since the inception of the franchise loan program in 1994, losses associated with the program have been insignificant. However, such losses could be material in a future period due to potential adverse trends in the liquidity and/or financial performance of the Company's franchisees resulting in an event of default or impending defaults by franchisees. The Company records a liability related to estimated future losses from repaying the franchisees' outstanding debt obligations upon any possible future events of default. This liability is included in accounts payable and accrued expenses in the consolidated balance sheets and was \$2.2 million and \$2.4 million as of December 31, 2021 and December 31, 2020, respectively. The liability for both periods included qualitative consideration of potential losses, including uncertainties surrounding the normalization of current and future business trends associated with the COVID-19 pandemic, and the corresponding unknown effect on the operations and liquidity of our franchisees.

*Purchase Obligations.* The Company has non-cancellable purchase obligations of \$18.5 million primarily related to certain advertising and marketing programs, software licenses, and hardware and software maintenance. Payments under these commitments are scheduled to be \$10.0 million in 2022, \$5.7 million in 2023 and \$2.8 million in 2024. These amounts include only those purchase obligations for which the timing and amount of payments is certain. We have no long-term commitments to purchase merchandise nor do we have significant purchase agreements that specify minimum quantities or set prices that exceed our expected requirements for three months.

### **Critical Accounting Estimates**

We discuss our most critical accounting estimates below. For a discussion of the Company's significant accounting policies, see Note 1 in the accompanying consolidated and combined financial statements, which have been updated as applicable to describe the impacts of the COVID-19 pandemic.

#### ***Revenue Recognition***

Lease payments from our customers are due in advance of when the lease revenues are earned. Lease revenues are recognized in the statement of earnings in the month they are earned. Lease payments received prior to the month earned are recorded as deferred lease revenue, and this amount is included in customer deposits and advance payments in the accompanying consolidated balance sheets. Lease payments due but not received prior to month end are recorded as accounts receivable in the accompanying consolidated balance sheets.

Our revenue recognition accounting policy matches the lease revenue with the corresponding costs, mainly depreciation, associated with lease merchandise. At December 31, 2021 and 2020, we had deferred revenue representing cash collected in advance of being due or otherwise earned totaling \$65.4 million and \$67.8 million, respectively, and leases accounts receivable, net of an allowance for doubtful accounts based on historical collection rates, of \$5.6 million and \$5.4 million, respectively. Our accounts receivable allowance is estimated using one year of historical write-off and collection experience. Other qualitative factors are considered in estimating the allowance, such as seasonality and current business trends. The Company writes off lease receivables that are 60 days or more past due on pre-determined dates twice monthly. We record the provision for returns and uncollected payments as a reduction to lease and retail revenues in the consolidated and combined statements of earnings.

Revenues from the retail sale of merchandise to individual consumers are recognized at the point of sale. Generally, the transfer of control occurs near or at the point of sale for retail sales. Revenues for the non-retail sale of merchandise to franchisees are recognized when control transfers to the franchisee, which is upon delivery of the merchandise.

Revenues from franchise royalties are recognized as the fees become due. Revenues from franchise fees are primarily related to advertising fees charged to franchisees.

#### ***Lease Merchandise***

The Company's lease merchandise is recorded at the lower of depreciated cost or net realizable value. The cost of merchandise manufactured by our Woodhaven operations is recorded at cost and includes overhead from production facilities, shipping costs and warehousing costs. The Company begins depreciating merchandise at the earlier of 12 months and one day from our purchase of the merchandise or when the item is leased to customers. We depreciate merchandise on a straight-line basis to a 0% salvage value over the lease agreement period when on lease, generally 12 to 24 months, and generally 36 months when not on lease. Depreciation is accelerated upon the early payout of a lease.

All lease merchandise is available for lease and sale, excluding merchandise determined to be missing, damaged or unsalable. For merchandise on lease, we record a provision for write-offs using the allowance method. The allowance for lease merchandise write-offs estimates the merchandise losses incurred but not yet identified by management as of the end of the accounting period. The Company estimates its allowance for lease merchandise write-offs using one year of historical write-off experience. Other qualitative factors are considered in estimating the allowance, such as seasonality and uncertainty surrounding the impacts of the normalization of current and future business trends associated with the COVID-19 pandemic. The Company's policy is to write-off lease merchandise on lease agreements that are 60 days or more past due on pre-determined dates twice monthly. As of December 31, 2021 and 2020, the allowance for lease merchandise write-offs was \$12.3 million and \$11.6 million, respectively. The provision for lease merchandise write-offs was \$67.9 million and \$63.6 million for the years ended December 31, 2021 and 2020, respectively, and is included in the provision for lease merchandise write-offs in the accompanying consolidated and combined statements of earnings.

For merchandise not on lease, our policies generally require weekly merchandise counts at our store-based operations, which include write-offs for unsalable, damaged, or missing merchandise inventories. Monthly cycle counting procedures are performed at both the Company's fulfillment centers and manufacturing facilities. Physical inventories are also taken at the manufacturing facilities annually. In addition, we monitor merchandise levels and mix by division, store and fulfillment center, as well as the average age of merchandise on hand. If obsolete merchandise cannot be returned to vendors, its carrying amount is adjusted to net realizable value or written off. On a monthly basis, all damaged, lost or unsalable merchandise identified is written off.

### **Goodwill and Other Intangible Assets**

The following table presents the carrying amount of goodwill and other intangible assets, net:

<b>(In Thousands)</b>	<b>December 31</b>	
	<b>2021</b>	<b>2020</b>
Goodwill	\$ 13,134	\$ 7,569
Definite-Lived Intangible Assets, Net	5,095	9,097
Goodwill and Other Intangibles, Net	\$ 18,229	\$ 16,666

Intangible assets are classified as either intangible assets with definite lives subject to amortization or goodwill. For intangible assets with definite lives, tests for impairment must be performed if conditions exist that indicate the carrying amount may not be recoverable. For goodwill, tests for impairment must be performed at least annually, and sooner if events or circumstances indicate that an impairment may have occurred. Factors which could necessitate an interim impairment assessment include a sustained decline in our stock price, prolonged negative industry or economic trends and significant underperformance relative to historical or projected future operating results. As an alternative to this annual impairment testing for goodwill, management may perform a qualitative assessment for impairment if it believes it is not more likely than not that the carrying amount of a reporting unit's net assets exceeds the reporting unit's fair value. Management has deemed that Aaron's has one reporting unit due to the fact that the components included within the operating segment have similar economic characteristics, such as the nature of the products and services provided, the nature of the customers we serve, and the interrelated nature of the components that are aggregated to form the sole reporting unit.

We concluded that the need for an interim goodwill impairment test was triggered as of March 31, 2020. Factors that led to this conclusion included: (i) a significant decline in the Aaron's, Inc. stock price and market capitalization in March 2020; (ii) the temporary closure of all company-operated store showrooms due to the COVID-19 pandemic, which impacted our financial results and was expected to adversely impact future financial results; (iii) the significant uncertainty with regard to the short-term and long-term impacts that macroeconomic conditions arising from the COVID-19 pandemic and related government emergency and executive orders would have on the financial health of our customers and franchisees; and (iv) consideration given to the amount by which the fair value of our reporting unit exceeded the carrying value from the October 1, 2019 annual goodwill impairment test.

As of March 31, 2020, we determined that goodwill within the Aaron's reporting unit was fully impaired and recorded a goodwill impairment loss of \$446.9 million during the three months ended March 31, 2020. We engaged the assistance of a third-party valuation firm to perform the interim goodwill impairment test for the Aaron's reporting unit. This entailed an assessment of the reporting unit's fair value relative to the carrying value that was derived using a combination of both income and market approaches and performing a market capitalization reconciliation which included an assessment of the control premium implied from our estimated fair values of our reporting units. The fair value measurement involved significant unobservable inputs (Level 3 inputs, as discussed more fully below). The income approach utilized the discounted future expected cash flows, which required assumptions about short-term and long-term revenue growth or decline rates, operating margins, capital requirements, and a weighted-average cost of capital. The income approach reflected assumptions and



estimates made by management regarding direct and indirect impacts of the COVID-19 pandemic on the short-term and long-term cash flows for the Aaron's reporting unit. Due to the significant uncertainty associated with the impacts of the COVID-19 pandemic at the time of the analysis, the assumptions and estimates used by management were highly subjective. The weighted-average cost of capital used in the income approach was adjusted to reflect the specific risks and uncertainties associated with the COVID-19 pandemic in developing the cash flow projections. Given the uncertainty discussed above, we performed certain sensitivity analyses, including considering reasonably possible alternative assumptions for short-term and long-term growth or decline rates, operating margins, capital requirements, and weighted-average cost of capital rates. Each of the sensitivity analyses performed supported the conclusion of a full impairment of the goodwill balance.

The market approach, which includes the guideline public company method, utilized pricing multiples derived from an analysis of comparable publicly traded companies. We believe the comparable companies we evaluated as marketplace participants served as an appropriate reference when calculating fair value because those companies have similar risks, participate in similar markets, provide similar products and services for their customers and compete with us directly. However, we considered that such publicly available information regarding the comparable companies evaluated likely did not reflect the impact of the COVID-19 pandemic in determining the multiple assumptions selected at the time of the analysis.

The Company completed acquisitions of certain franchisees and third party rent-to-own stores subsequent to March 31, 2020, which resulted in a goodwill balance of \$13.1 million and \$7.6 million as of December 31, 2021 and December 31, 2020, respectively. As of October 1, 2021, the Company, with the assistance of a third-party valuation specialist, performed a quantitative assessment for the goodwill of the Aaron's reporting unit, which entailed an assessment of the reporting unit's fair value relative to the carrying value that was derived using a combination of both income and market approaches. The fair value measurement involved significant unobservable inputs (Level 3 inputs). Our income approach utilized the discounted future expected cash flows, which required assumptions about short-term and long-term revenue growth rates, operating margins, capital requirements, and a weighted-average cost of capital. Our income approach reflects assumptions and estimates of future cash flows related to our strategy to reposition and reinvest in our next-generation store concepts to adapt to our changing competitive environment.

Our market approach, which includes the guideline public company method, utilized pricing multiples derived from an analysis of comparable publicly traded companies. We believe the comparable companies we evaluate as marketplace participants serve as an appropriate reference when calculating fair value because those companies have similar risks, participate in similar markets, provide similar products and services for their customers and compete with us directly.

Based on testing as of October 1, 2021, the fair value of the Aaron's reporting unit exceeded its carrying value by a substantial amount and thus, goodwill is not impaired. The short-term and long-term revenue growth rates, operating margins, capital requirements and weighted-average cost of capital are the assumptions that are most sensitive and susceptible to change as they require significant management judgment. The Company may be required to recognize material impairments to its goodwill balance in the future if: (i) the Company fails to successfully execute on one or more elements of its strategic plan; (ii) actual results are unfavorable to the Company's estimates and assumptions used to calculate fair value; (iii) the Company's carrying value increases, such as through a material franchisee acquisition(s), without an associated increase in the fair value; and/or (iv) the Company experiences significant deterioration of macroeconomic market conditions in which it operates. The Company determined that there were no events that occurred or circumstances that changed in the fourth quarter of 2021 that would more likely than not reduce the fair value of a reporting unit below its carrying amount.

#### ***Leases and Right-of-Use Asset Impairment***

As a lessee, the Company leases retail store and warehouse space for most of its store-based operations, as well as management and information technology space for store and e-commerce supporting functions, under operating leases expiring at various times through 2033. Leasehold improvements related to these leases are generally amortized over periods that do not exceed the lesser of the lease term or useful life. For operating leases which contain escalating payments, we record the related lease expense on a straight-line basis over the lease term. We generally do not obtain significant amounts of lease incentives or allowances from landlords. Any incentive or allowance amounts we receive are recorded as reductions of the operating lease right-of-use asset within the consolidated balance sheets and are amortized within other operating expenses, net over the lease term in the consolidated and combined statements of earnings.

As a result of our real estate repositioning strategy and other cost-reduction initiatives, we closed, consolidated, or relocated 303 Company-operated stores throughout 2019, 2020, and 2021, in addition to one of our administrative buildings in Kennesaw, Georgia. Throughout 2016, 2017, and 2018, we also closed and consolidated 139 underperforming company-operated stores under similar restructuring initiatives. Our primary costs associated with closing stores are the future lease payments and related commitments. Excluding actual and estimated sublease receipts, our future undiscounted obligations under operating leases related to closed stores and facilities were \$32.9 million and \$36.6 million as of December 31, 2021 and 2020, respectively.

### ***Estimated Claims Liabilities***

We maintain estimated claims liabilities related to general liability, vehicle liability, group health insurance benefits provided to team members, and workers compensation claims. Using actuarial analyses and projections, we estimate the claims liabilities based on actual reported but unpaid claims and actuarial analysis of the projected claims run off for both reported and incurred but not reported claims. This analysis is based upon an assessment of the likely outcome or historical experience and considers a variety of factors, including the actuarial loss forecasts, company-specific development factors, general industry loss development factors and third-party claim administrator loss estimates of individual claims. Our gross estimated liability for workers compensation insurance claims, vehicle liability, general liability and group health insurance was \$57.4 million and \$49.3 million at December 31, 2021 and 2020, respectively, which was recorded within accounts payable and accrued expenses in our consolidated balance sheets. The Company makes periodic prepayments to its insurance carriers to cover the projected claims run off for both reported and incurred but not reported claims, considering its retention or stop loss limits. In addition, we have prefunding balances on deposit and other insurance receivables with the insurance carriers of \$30.8 million and \$28.0 million at December 31, 2021 and 2020, respectively, which were recorded within prepaid expenses and other assets in our consolidated balance sheets.

If we resolve insurance claims for amounts that are in excess of our current estimates, we will be required to pay additional amounts beyond those accrued at December 31, 2021.

The assumptions and conditions described above reflect management's best assumptions and estimates, but these items involve inherent uncertainties as described above, which may or may not be controllable by management. As a result, the accounting for such items could result in different amounts if management used different assumptions or if different conditions occur in future periods.

### ***Corporate Expense Allocations And Other Intercompany Transactions***

The Company's operating model prior to the separation and distribution included a combination of standalone and combined business functions with PROG Holdings. The consolidated and combined financial statements in this Annual Report include corporate allocations through the separation and distribution date for expenses related to activities that were provided on a centralized basis within PROG Holdings, which are primarily expenses related to executive management, finance, treasury, tax, audit, legal, information technology, human resources and risk management functions. Corporate allocations during the year ended December 31, 2020 also include expenses related to the separation and distribution. These expenses have been allocated to the Company based on direct usage or benefit where specifically identifiable, with the remainder allocated primarily on a pro rata basis using an applicable measure of revenues, headcount or other relevant measures. The Company considers these allocations to be a reasonable reflection of the utilization of services or the benefit received. These allocated expenses are included within personnel costs and other operating expenses, net in the consolidated and combined statements of earnings and as an increase to invested capital in the consolidated balance sheets. General corporate expenses allocated to the Company during the years ended December 31, 2020 and 2019 were \$38.6 million and \$27.3 million, respectively.

Management believes the assumptions regarding the allocation of general corporate expenses from PROG Holdings are reasonable. However, the consolidated and combined financial statements may not include all of the actual expenses that would have been incurred and may not reflect the Company's consolidated and combined results of operations, financial position and cash flows had it been a standalone company during the periods presented. Actual costs that would have been incurred if the Company had been a standalone company would depend on multiple factors, including organization structure and various other strategic decisions.

### **Recent Accounting Pronouncements**

Refer to Note 1 to the Company's consolidated and combined financial statements for a discussion of recently issued accounting pronouncements.

**ITEM 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK**

As of December 31, 2021, the Company had \$10.0 million of outstanding borrowings under its Revolving Facility. Borrowings under the Revolving Facility are currently indexed to the LIBO rate, the Federal Funds Rate, or the Administrative Agent's prime lending rate, which exposes us to the risk of increased interest costs if interest rates rise while we have outstanding borrowings tied to variable rates. There is also additional interest rate risk surrounding the Company's future borrowings during periods after the discontinuation of certain LIBO rates that expired on December 31, 2021. The Company's outstanding borrowings as of December 31, 2021 are tied to LIBO rates that are currently set to expire in June of 2023.

We do not use any significant market risk sensitive instruments to hedge commodity, foreign currency or other risks, and hold no market risk sensitive instruments for trading or speculative purposes.

## ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

### Report of Independent Registered Public Accounting Firm

To the Shareholders and the Board of Directors of The Aaron's Company, Inc.

#### Opinion on the Financial Statements

We have audited the accompanying consolidated balance sheets of The Aaron's Company, Inc. (the Company) as of December 31, 2021 and 2020, the related consolidated and combined statements of earnings, comprehensive income, shareholders' equity and cash flows for each of the three years in the period ended December 31, 2021, and the related notes (collectively referred to as the "consolidated and combined financial statements"). In our opinion, the consolidated and combined financial statements present fairly, in all material respects, the financial position of the Company at December 31, 2021 and 2020, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2021, in conformity with U.S. generally accepted accounting principles.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the Company's internal control over financial reporting as of December 31, 2021, based on criteria established in Internal Control-Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework), and our report dated February 23, 2022 expressed an unqualified opinion thereon.

#### Basis for Opinion

These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's financial statements based on our audits. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

#### Critical Audit Matters

The critical audit matters communicated below are matters arising from the current period audit of the financial statements that were communicated or required to be communicated to the audit committee and that: (1) relate to accounts or disclosures that are material to the financial statements and (2) involved our especially challenging, subjective or complex judgments. The communication of critical audit matters does not alter in any way our opinion on the consolidated and combined financial statements, taken as a whole, and we are not, by communicating the critical audit matters below, providing separate opinions on the critical audit matters or on the accounts or disclosures to which they relate.

##### ***Estimated claims liabilities***

##### *Description of the Matter*

At December 31, 2021, the Company recorded \$57.4 million associated with its estimated claims liabilities, which primarily relate to workers compensation and vehicle liability insurance (collectively, the estimated claims liabilities). As discussed in Note 1 to the consolidated and combined financial statements, the estimated claims liabilities are recorded based on actual reported but unpaid claims and actuarial analysis of the projected claims run off for both reported and incurred but not reported claims. This analysis is based upon an assessment of the likely outcome or historical experience.

Auditing the Company's estimated claims liabilities is complex and required us to involve our actuarial specialists due to the measurement uncertainty associated with the estimates and the use of various actuarial methods. The Company's analyses of the estimated claims liabilities consider a variety of factors, including the actuarial loss forecasts, company-specific development factors, general industry loss development factors and third-party claim administrator loss estimates of individual claims. The estimated claims liabilities are sensitive to changes in these factors.

*How We Addressed the Matter in Our Audit*

We obtained an understanding, evaluated the design, and tested the operating effectiveness of the Company's controls over the estimated claims liabilities process. For example, we tested controls over the factors mentioned above that management used in the calculations and the completeness and accuracy of the data underlying the ultimate expected losses.

To evaluate the reserve for estimated claims liabilities, we performed audit procedures that included, among others, testing the completeness and accuracy of the underlying claims data used in the Company's actuarial analyses. Additionally, we involved our actuarial specialists to assist in our evaluation of the key factors mentioned above and management's methodologies to establish the actuarially determined ultimate expected losses and to develop a range for ultimate expected loss estimates based on independently developed assumptions, which we compared to the Company's recorded estimated claims liabilities.

***Allowance for lease merchandise write-offs***

*Description of the Matter*

At December 31, 2021, the Company's estimate for lease merchandise write-offs was \$12.3 million, representing impairments of unrecoverable merchandise on lease. As discussed in Note 1 to the consolidated and combined financial statements, management records a provision for lease merchandise write-offs using an allowance method to recognize merchandise losses incurred, but not yet identified. This estimate of the lease merchandise losses incurred, but not yet identified by management, as of the end of the accounting period is primarily based on historical write-off experience applied to the current lease merchandise balances as of each period-end date.

Auditing management's estimate of the lease merchandise write-offs was judgmental due to the assessment of whether historical write-offs of unrecoverable lease merchandise are representative of current circumstances and indicative of incurred, but not yet identified, losses in the operating lease portfolio of leased merchandise as of the balance sheet date.

*How We Addressed the Matter in Our Audit*

We obtained an understanding, evaluated the design and tested the operating effectiveness of controls over the measurement and valuation process for the estimate of lease merchandise write-offs. For example, we tested controls over management's review of the data used in the calculations and significant assumptions that included the write-off history of lease merchandise and the number and recency of historical periods of time evaluated to estimate the write-offs required.

To test the estimated lease merchandise write-offs, our audit procedures included, among others, evaluating the Company's significant assumptions, including estimates of unrecoverable lease merchandise using historical information from the periods of time utilized in its estimate calculations, the appropriateness of the historical write-off percentages applied to the current portfolio of merchandise on lease, and the completeness and accuracy of the underlying data used by the Company in its estimate calculations. We tested historical write-offs of lease merchandise identified by management to be unrecoverable by testing the completeness and accuracy of the underlying historical data, which included historical write-offs, and further analyzed whether the historical loss data was representative of recent write-offs incurred in the merchandise on lease portfolios by comparing the period-end balances to actual historical lease merchandise write-offs. Additionally, we performed sensitivity analyses of historical write-offs to evaluate the changes in the estimate of probable losses that would result from changes in the assumptions, such as evaluating the impact of utilizing different historical time periods to evaluate the Company's conclusions.

We have served as the Company's auditor since 2020.

/s/ Ernst & Young LLP

Atlanta, Georgia  
February 23, 2022

## Report of Independent Registered Public Accounting Firm

To the Shareholders and the Board of Directors of The Aaron's Company, Inc.

### Opinion on Internal Control over Financial Reporting

We have audited The Aaron's Company, Inc.'s internal control over financial reporting as of December 31, 2021, based on criteria established in Internal Control-Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework) (the COSO criteria). In our opinion, The Aaron's Company, Inc. (the Company) maintained, in all material respects, effective internal control over financial reporting as of December 31, 2021, based on the COSO criteria.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the consolidated balance sheets of the Company as of December 31, 2021 and 2020, and the related consolidated and combined statements of earnings, comprehensive income, shareholders' equity and cash flows for each of the three years in the period ended December 31, 2021, and the related notes and our report dated February 23, 2022 expressed an unqualified opinion thereon.

### Basis for Opinion

The Company's management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting included in the accompanying Management Report on Internal Control over Financial Reporting. Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects.

Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

### Definition and Limitations of Internal Control Over Financial Reporting

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

/s/ Ernst & Young LLP

Atlanta, Georgia  
February 23, 2022

### **Management Report on Internal Control over Financial Reporting**

Management of The Aaron's Company, Inc. and subsidiaries (the "Company") is responsible for establishing and maintaining adequate internal control over financial reporting as defined in Rules 13a-15(f) and 15d-15(f) under the Securities Exchange Act of 1934, as amended. Internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external reporting purposes in accordance with accounting principles generally accepted in the United States of America.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions or that the degree of compliance with the policies or procedures may deteriorate.

The Company's management assessed the effectiveness of the Company's internal control over financial reporting as of December 31, 2021. In making this assessment, the Company's management used the criteria set forth by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework) in Internal Control-Integrated Framework. Based on its assessment using those criteria, management concluded that, as of December 31, 2021, the Company's internal control over financial reporting was effective.

The Company's internal control over financial reporting as of December 31, 2021 has been audited by Ernst & Young LLP, an independent registered public accounting firm, as stated in its report dated February 23, 2022, which expresses an unqualified opinion on the effectiveness of the Company's internal control over financial reporting as of December 31, 2021.

**THE AARON'S COMPANY, INC.**  
**CONSOLIDATED BALANCE SHEETS**

	December 31,	
	2021	2020
	(In Thousands)	
<b>ASSETS:</b>		
Cash and Cash Equivalents	\$ 22,832	\$ 76,123
Accounts Receivable (net of allowances of \$7,163 in 2021 and \$7,613 in 2020)	29,443	33,990
Lease Merchandise (net of accumulated depreciation and allowances of \$439,745 in 2021 and \$458,405 in 2020)	772,154	697,235
Property, Plant and Equipment, Net	230,895	200,370
Operating Lease Right-of-Use Assets	278,125	238,085
Goodwill	13,134	7,569
Other Intangibles, Net	5,095	9,097
Income Tax Receivable	3,587	1,093
Prepaid Expenses and Other Assets	86,000	89,895
Total Assets	\$ 1,441,265	\$ 1,353,457
<b>LIABILITIES &amp; SHAREHOLDERS' EQUITY:</b>		
Accounts Payable and Accrued Expenses	\$ 244,670	\$ 230,848
Deferred Income Taxes Payable	92,306	62,601
Customer Deposits and Advance Payments	66,289	68,894
Operating Lease Liabilities	309,834	278,958
Debt	10,000	831
Total Liabilities	723,099	642,132
Commitments and Contingencies (Note 9)		
<b>Shareholders' Equity:</b>		
Common Stock, Par Value \$0.50 Per Share: Authorized: 112,500,000 Shares at December 31, 2021 and December 31, 2020; Shares Issued: 35,558,714 at December 31, 2021 and 35,099,571 at December 31, 2020	17,779	17,550
Additional Paid-in Capital	724,384	708,668
Retained Earnings	98,546	1,881
Accumulated Other Comprehensive Loss	(739)	(797)
	839,970	727,302
Less: Treasury Shares at Cost		
4,580,390 Shares at December 31, 2021 and 894,660 Shares at December 31, 2020	(121,804)	(15,977)
Total Shareholders' Equity	718,166	711,325
Total Liabilities & Shareholders' Equity	\$ 1,441,265	\$ 1,353,457

*The accompanying notes are an integral part of the Consolidated and Combined Financial Statements.*



**THE AARON'S COMPANY, INC.**  
**CONSOLIDATED AND COMBINED STATEMENTS OF EARNINGS**

	Year Ended December 31,		
	2021	2020	2019
	(In Thousands)		
<b>REVENUES:</b>			
Lease and Retail Revenues	\$ 1,691,057	\$ 1,577,809	\$ 1,608,832
Non-Retail Sales	128,299	127,652	140,950
Franchise Royalties and Other Revenues	26,148	29,458	34,695
	<u>1,845,504</u>	<u>1,734,919</u>	<u>1,784,477</u>
<b>COST OF REVENUES:</b>			
Cost of Lease and Retail Revenues	569,892	540,583	559,232
Non-Retail Cost of Sales	116,123	110,794	113,229
	<u>686,015</u>	<u>651,377</u>	<u>672,461</u>
<b>GROSS PROFIT</b>	<b>1,159,489</b>	<b>1,083,542</b>	<b>1,112,016</b>
<b>OPERATING EXPENSES</b>			
Personnel Costs	495,411	476,575	499,993
Other Operating Expenses, Net	434,491	419,108	426,774
Provision for Lease Merchandise Write-Offs	67,888	63,642	97,903
Restructuring Expenses, Net	9,218	42,544	39,990
Impairment of Goodwill	—	446,893	—
Retirement Charges	—	12,634	—
Separation Costs	6,732	8,184	—
	<u>1,013,740</u>	<u>1,469,580</u>	<u>1,064,660</u>
<b>OPERATING PROFIT (LOSS)</b>	<b>145,749</b>	<b>(386,038)</b>	<b>47,356</b>
Interest Expense	(1,460)	(10,006)	(16,967)
Loss on Debt Extinguishment	—	(4,079)	—
Other Non-Operating Income, Net	1,581	2,309	3,881
<b>EARNINGS (LOSS) BEFORE INCOME TAX EXPENSE</b>	<b>145,870</b>	<b>(397,814)</b>	<b>34,270</b>
<b>INCOME TAX EXPENSE (BENEFIT)</b>	<b>35,936</b>	<b>(131,902)</b>	<b>6,171</b>
<b>NET EARNINGS (LOSS)</b>	<b>\$ 109,934</b>	<b>\$ (265,912)</b>	<b>\$ 28,099</b>
<b>EARNINGS (LOSS) PER SHARE</b>	<b>\$ 3.33</b>	<b>\$ (7.85)</b>	<b>\$ 0.83</b>
<b>EARNINGS (LOSS) PER SHARE ASSUMING DILUTION</b>	<b>\$ 3.26</b>	<b>\$ (7.85)</b>	<b>\$ 0.83</b>

*The accompanying notes are an integral part of the Consolidated and Combined Financial Statements.*

**THE AARON'S COMPANY, INC.**  
**CONSOLIDATED AND COMBINED STATEMENTS OF COMPREHENSIVE INCOME (LOSS)**

<b>(In Thousands)</b>	<b>Year Ended December 31</b>		
	<b>2021</b>	<b>2020</b>	<b>2019</b>
Net Earnings (Loss)	\$ 109,934	\$ (265,912)	\$ 28,099
Other Comprehensive Income (Loss):			
Foreign Currency Translation Adjustment	58	(778)	1,068
Total Other Comprehensive Income (Loss)	58	(778)	1,068
Comprehensive Income (Loss)	\$ 109,992	\$ (266,690)	\$ 29,167

*The accompanying notes are an integral part of the Consolidated and Combined Financial Statements.*

**THE AARON'S COMPANY, INC.**  
**CONSOLIDATED AND COMBINED STATEMENTS OF EQUITY**

(In Thousands, Except Per Share)	Treasury Stock		Common Stock		Invested Capital	Additional Paid-In Capital	Retained Earnings	Accumulated Other Comprehensive Loss	Total Equity
	Shares	Amount	Shares	Amount					
Balance, January 1, 2019	—	\$ —	—	\$ —	\$ 782,996	\$ —	\$ —	\$ (1,087)	\$ 781,909
Opening Balance Sheet Adjustment - ASC 842	—	—	—	—	2,535	—	—	—	2,535
Stock-Based Compensation	—	—	—	—	12,696	—	—	—	12,696
Net increase in Invested Capital	—	—	—	—	11,474	—	—	—	11,474
Net Earnings	—	—	—	—	28,099	—	—	—	28,099
Foreign Currency Translation Adjustment	—	—	—	—	—	—	—	1,068	1,068
Balance at December 31, 2019	—	—	—	—	837,800	—	—	(19)	837,781
Stock-Based Compensation	—	—	—	—	23,570	1,112	—	—	24,682
Net increase in Invested Capital	—	—	—	—	120,779	—	—	—	120,779
Net Earnings	—	—	—	—	(267,793)	—	1,881	—	(265,912)
Transfer of Invested Capital to Additional Paid-in-Capital	—	—	—	—	(714,356)	714,356	—	—	—
Issuance of Common Stock	—	—	33,842	16,921	—	(16,921)	—	—	—
Issuance of Shares under Equity Plans	(895)	(15,977)	1,258	629	—	10,121	—	—	(5,227)
Foreign Currency Translation Adjustment	—	—	—	—	—	—	—	(778)	(778)
Balance at December 31, 2020	(895)	(15,977)	35,100	17,550	—	708,668	1,881	(797)	711,325
Cash Dividends, \$0.10 per share	—	—	—	—	—	—	(13,269)	—	(13,269)
Stock-Based Compensation	—	—	—	—	—	11,517	—	—	11,517
Reclassification of liability awards to equity awards	—	—	—	—	—	1,841	—	—	1,841
Issuance of Shares under Equity Plans	(114)	(2,729)	459	229	—	2,358	—	—	(142)
Acquisition of Treasury Stock	(3,571)	(103,098)	—	—	—	—	—	—	(103,098)
Net Earnings	—	—	—	—	—	—	109,934	—	109,934
Foreign Currency Translation Adjustment	—	—	—	—	—	—	—	58	58
Balance at December 31, 2021	(4,580)	\$ (121,804)	35,559	\$ 17,779	\$ —	\$ 724,384	\$ 98,546	\$ (739)	\$ 718,166

*The accompanying notes are an integral part of the Consolidated and Combined Financial Statements.*

**THE AARON'S COMPANY, INC.**  
**CONSOLIDATED AND COMBINED STATEMENTS OF CASH FLOWS**

(In Thousands)	Year Ended December 31,		
	2021	2020	2019
<b>OPERATING ACTIVITIES:</b>			
Net Earnings (Loss)	\$ 109,934	\$ (265,912)	\$ 28,099
Adjustments to Reconcile Net Earnings (Loss) to Net Cash Provided by Operating Activities:			
Depreciation of Lease Merchandise	524,155	503,593	528,382
Other Depreciation and Amortization	69,687	67,667	73,582
Provision for Lease Merchandise Write-Offs	67,888	63,642	97,903
Accounts Receivable Provision	27,964	30,753	46,721
Stock-Based Compensation	13,148	24,442	13,486
Deferred Income Taxes	28,725	(119,193)	18,226
Impairment of Assets	5,224	477,854	30,344
Non-Cash Lease Expense	93,113	95,864	110,615
Other Changes, Net	(5,840)	10,056	(3,917)
Changes in Operating Assets and Liabilities:			
Lease Merchandise	(665,381)	(479,278)	(595,917)
Accounts Receivable	(23,679)	(27,914)	(39,881)
Prepaid Expenses and Other Assets	(3,863)	(4,303)	(18,151)
Income Tax Receivable	(2,494)	4,834	6,610
Operating Lease Right-of-Use Assets and Liabilities	(106,128)	(110,295)	(120,287)
Accounts Payable and Accrued Expenses	6,609	63,261	9,435
Customer Deposits and Advance Payments	(3,022)	20,698	727
Cash Provided by Operating Activities	136,040	355,769	185,977
<b>INVESTING ACTIVITIES:</b>			
Insurance Proceeds Relating to Property, Plant and Equipment	376	—	—
Proceeds from Investments	1,974	—	1,212
Purchases of Property, Plant & Equipment	(92,704)	(69,037)	(79,932)
Proceeds from Dispositions of Property, Plant, and Equipment	14,942	8,430	14,005
Acquisitions of Businesses and Customer Agreements, Net of Cash Acquired	(10,121)	(14,793)	(14,285)
Proceeds from Dispositions of Businesses and Customer Agreements, Net of Cash Used	158	359	2,813
Cash Used in Investing Activities	(85,375)	(75,041)	(76,187)
<b>FINANCING ACTIVITIES:</b>			
Borrowings (Repayments) on Revolving Facility, Net	10,000	—	(16,000)
Proceeds from Debt	—	5,625	—
Repayments on Debt	(740)	(347,960)	(68,531)
Dividends Paid	(9,971)	—	—
Acquisition of Treasury Stock	(103,098)	—	—
Issuance of Stock Under Stock Option Plans	2,587	—	—
Shares Withheld for Tax Payments	(2,729)	(5,227)	—
Net Transfers From Former Parent	—	97,344	11,428
Debt Issuance Costs	—	(3,193)	(40)
Cash Used in Financing Activities	(103,951)	(253,411)	(73,143)
<b>EFFECT OF EXCHANGE RATE CHANGES ON CASH AND CASH EQUIVALENTS</b>	(5)	33	120
(Decrease) Increase in Cash and Cash Equivalents	(53,291)	27,350	36,767
Cash and Cash Equivalents at Beginning of Year	76,123	48,773	12,006
Cash and Cash Equivalents at End of Year	\$ 22,832	\$ 76,123	\$ 48,773
Net Cash Paid (Received) During the Year:			
Interest	\$ 991	\$ 10,418	\$ 16,460
Income Taxes	\$ 9,654	\$ (64,013)	\$ (4,554)

*The accompanying notes are an integral part of the Consolidated and Combined Financial Statements.*

**THE AARON'S COMPANY, INC.**  
**NOTES TO CONSOLIDATED AND COMBINED FINANCIAL STATEMENTS**

**NOTE 1: BUSINESS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

*As described elsewhere in this Annual Report on Form 10-K, the novel coronavirus ("COVID-19") pandemic led to significant market disruption and has impacted various aspects of our operations, directly and indirectly. Throughout these notes to the consolidated and combined financial statements, the impacts of the COVID-19 pandemic on the financial results for the year ended December 31, 2021 and comparable prior periods have been identified to the best of our ability under the respective sections. For a discussion of trends that we believe have affected our business as a result of the COVID-19 pandemic, see Item 7.*

*"Management's Discussion and Analysis of Financial Condition and Results of Operations", including the "Recent Developments and Operational Measures Taken by Us in Response to the COVID-19 Pandemic," "Results of Operations" and "Liquidity and Capital Resources", and Part I, Item 1A "Risk Factors", above.*

**Description of 2020 Spin-off Transaction**

On October 16, 2020, management of Aaron's, Inc. finalized the formation of a new holding company structure in anticipation of the separation and distribution transaction described below. Under the holding company structure, Aaron's, Inc. became a direct, wholly owned subsidiary of a newly formed company, Aaron's Holdings Company, Inc. Aaron's, Inc. was subsequently converted to a limited liability company ("Aaron's, LLC") holding the assets and liabilities historically associated with the historical Aaron's Business segment (the "Aaron's Business"). Upon completion of the holding company formation, Aaron's Holdings Company, Inc. became the publicly traded parent company of the Progressive Leasing segment ("Progressive Leasing"), Aaron's Business, and Vive segment ("Vive").

On November 30, 2020 (the "separation and distribution date"), Aaron's Holdings Company, Inc. completed the previously announced separation of the Aaron's Business from Progressive Leasing and Vive and changed its name to PROG Holdings, Inc. (referred to herein as "PROG Holdings" or "Former Parent"). The separation of the Aaron's Business was effected through a distribution (the "separation", the "separation and distribution", or the "spin-off transaction") of all outstanding shares of common stock of a newly formed company called The Aaron's Company, Inc., a Georgia corporation ("Aaron's", "The Aaron's Company" or "the Company"), to the PROG Holdings shareholders of record as of November 27, 2020. Upon the separation and distribution, Aaron's, LLC became a wholly-owned subsidiary of The Aaron's Company. Shareholders of PROG Holdings received one share of The Aaron's Company common stock for every two shares of PROG Holdings' common stock. Upon completion of the separation and distribution transaction, The Aaron's Company became an independent, publicly traded company under the ticker "AAN" on the New York Stock Exchange.

Unless the context otherwise requires or we specifically indicate otherwise, references to "we," "us," "our," "the Company," and "Aaron's" refer to The Aaron's Company, Inc., which holds, directly or indirectly, the Aaron's Business prior to the separation and distribution date. References to "the Company", "Aaron's, Inc.", or "Aaron's Holdings Company, Inc." for periods prior to the separation and distribution date refer to transactions, events, and obligations of Aaron's, Inc. which took place prior to the separation and distribution. Historical amounts herein include revenues and costs directly attributable to the Company, and an allocation of expenses to the Aaron's Business related to certain PROG Holdings' corporate functions prior to the separation and distribution date.

We describe in these footnotes the business held by us after the separation as if it were a standalone business for all historical periods described. However, we were not a standalone separate entity with independently conducted operations before the separation.

**Business Overview**

***Description of Business***

Aaron's is a leading, technology-enabled, omni-channel provider of lease-to-own ("LTO") and purchase solutions of furniture, appliances, consumer electronics, and accessories. Since its founding in 1955, Aaron's has been committed to serving the overlooked and underserved customer with a dedication to inclusion and improving the communities in which it operates. Through our portfolio of approximately 1,300 stores and our Aarons.com e-commerce platform, we provide consumers with LTO and purchase solutions for the products they need and want, with a focus on providing our customers with unparalleled customer service and an attractive value proposition, including competitive monthly payments and total cost of ownership, as compared to other LTO providers, high approval rates, and lease plan flexibility. In addition, the Company's business includes the operations of Woodhaven Furniture Industries ("Woodhaven"), which manufactures and supplies the majority of the bedding and a significant portion of the upholstered furniture leased and sold in Company-operated and franchised stores.

**THE AARON'S COMPANY, INC.**  
**NOTES TO CONSOLIDATED AND COMBINED FINANCIAL STATEMENTS**

The following table presents store count by ownership type:

Stores at December 31 (Unaudited)	2021	2020	2019
Company-operated Stores	1,074	1,092	1,167
Franchised Stores	236	248	335
Systemwide Stores	1,310	1,340	1,502

***Basis of Presentation***

The financial statements for periods prior to and through the date of the separation and distribution, November 30, 2020, were prepared on a combined standalone basis and were derived from the consolidated financial statements and accounting records of PROG Holdings. The financial statements for the period from December 1, 2020 through December 31, 2020, and for the year ended December 31, 2021 are consolidated financial statements of the Company and its subsidiaries, each of which is wholly-owned, and is based on the financial position and results of operations of the Company as a standalone company. Intercompany balances and transactions between consolidated entities have been eliminated. These consolidated and combined financial statements reflect the historical results of operations, financial position and cash flows of the Company in accordance with accounting principles generally accepted in the United States ("U.S. GAAP"). The historical results of operations and cash flows of the Company prior to the separation and distribution presented in these consolidated and combined financial statements may not be indicative of what they would have been had the Company been an independent standalone entity, nor are they necessarily indicative of the Company's future results of operations, financial position and cash flows.

The combined balance sheets for periods prior to and through the separation and distribution date include the assets and liabilities associated with the historical Aaron's Business and certain assets and liabilities where Aaron's, Inc. is the legal beneficiary or obligor. The combined statements of earnings for periods prior to and through the separation and distribution date include all revenues and costs directly attributable to the Company and an allocation of expenses related to certain PROG Holdings corporate functions. These allocated costs and expenses include executive management, finance, treasury, tax, audit, legal, information technology, human resources and risk management functions and the related benefit cost associated with such functions, including stock-based compensation. These costs and expenses have been allocated to the Company based on direct usage or benefit where specifically identifiable, with the remaining expenses allocated primarily on a pro rata basis using an applicable measure of revenues, headcount or other relevant measures. The Company considers these allocations to be a reasonable reflection of the utilization of services or the benefit received.

The preparation of the Company's consolidated and combined financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the amounts reported in these financial statements and accompanying notes. Actual results could differ from those estimates. Generally, actual experience has been consistent with management's prior estimates and assumptions. However, the extent to which the normalization of business trends since the start of the COVID-19 pandemic, and the resulting measures taken by the Company and federal and state governments will impact the Company's business will depend on future developments, which are uncertain and cannot be precisely predicted at this time. In many cases, management's estimates and assumptions are dependent on estimates of such future developments and may change in the future. In the opinion of management, all adjustments considered necessary for a fair presentation have been included in the accompanying consolidated and combined financial statements.

***Reclassifications***

Certain reclassifications have been made to the prior periods to conform to the current period presentation. For all periods prior to December 31, 2021, the Company presented the additions to lease merchandise and the book value of lease merchandise sold or disposed as separate lines within operating activities in the consolidated and combined statements of cash flows. Effective with the year ended December 31, 2021, the Company revised its presentation of changes to lease merchandise to separately present the provision for lease merchandise write-offs, and combine the remaining operating activity-related changes in lease merchandise, with the exception of depreciation of lease merchandise, in a single line under changes in operating assets and liabilities in the consolidated and combined statements of cash flows. This revised presentation and the related adjustments to the prior period presentation do not have an impact on cash provided by operating activities.

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**Significant Accounting Policies**

**Revenue Recognition**

The Company provides lease merchandise, consisting of furniture, appliances, electronics, computers and a variety of other products and accessories to its customers for lease under certain terms agreed to by the customer. Our stores and e-commerce platform offer leases with flexible ownership plans that can be renewed monthly up to 12, 18 or 24 months. The Company also earns revenue from the sale of merchandise to customers and its franchisees, and earns ongoing revenue from its franchisees in the form of royalties and through advertising efforts that benefit the franchisees. See Note 5 to these consolidated and combined financial statements for further information regarding the Company's revenue recognition policies and disclosures.

**Lease Merchandise**

The Company's lease merchandise is recorded at the lower of depreciated cost or net realizable value. The cost of merchandise manufactured by our Woodhaven operations is recorded at cost and includes overhead from production facilities, shipping costs and warehousing costs. The Company begins depreciating merchandise at the earlier of 12 months and one day from its purchase of the merchandise or when the item is leased to customers. Lease merchandise depreciates to a 0% salvage value over the lease agreement period when on lease, generally 12 to 24 months, and generally 36 months when not on lease. Depreciation is accelerated upon early payout.

The following is a summary of lease merchandise, net of accumulated depreciation and allowances:

(In Thousands)	December 31,	
	2021	2020
Merchandise on Lease, net of Accumulated Depreciation and Allowances	\$ 496,506	\$ 473,964
Merchandise Not on Lease, net of Accumulated Depreciation and Allowances <sup>1</sup>	275,648	223,271
Lease Merchandise, net of Accumulated Depreciation and Allowances <sup>2</sup>	\$ 772,154	\$ 697,235

<sup>1</sup> Includes Woodhaven raw materials, finished goods and work-in-process inventory that has been classified within lease merchandise in the consolidated balance sheets of \$20.2 million and \$10.4 million as of December 31, 2021 and 2020, respectively.

<sup>2</sup> General and administrative overhead costs capitalized into the cost of lease merchandise were \$55.0 million, \$43.5 million, and \$48.7 million for the years ended December 31, 2021, 2020 and 2019, respectively. Capitalized overhead costs remaining in lease merchandise were \$50.6 million and \$45.2 million as of December 31, 2021 and 2020, respectively.

The Company's policies require weekly merchandise counts at its store-based operations, which include write-offs for unsalable, damaged, or missing merchandise inventories. Monthly cycle counting procedures are performed at both the Company's fulfillment centers and manufacturing facilities. Physical inventories are also taken at the manufacturing facilities annually. The Company also monitors merchandise levels and mix by division, store, and fulfillment center, as well as the average age of merchandise on hand. If obsolete merchandise cannot be returned to vendors, its carrying amount is adjusted to its net realizable value or written off. Generally, all merchandise not on lease is available for lease or sale. On a monthly basis, all damaged, lost or unsalable merchandise identified is written off.

The Company records a provision for write-offs using the allowance method, which is included within lease merchandise, net within the consolidated balance sheets. The allowance method for lease merchandise write-offs estimates the merchandise losses incurred but not yet identified by management as of the end of the accounting period based primarily on historical write-off experience. Other qualitative factors are considered in estimating the allowance, such as seasonality and uncertainty surrounding the impacts of the normalization of current and future business trends associated with the COVID-19 pandemic. Therefore, actual lease merchandise write-offs could differ from the allowance. The provision for write-offs is included in provision for lease merchandise write-offs in the accompanying consolidated and combined statements of earnings. The Company writes off lease merchandise on lease agreements that are 60 days or more past due on pre-determined dates twice monthly.

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The following table shows the components of the allowance for lease merchandise write-offs:

<b>(In Thousands)</b>	<b>Year Ended December 31,</b>		
	<b>2021</b>	<b>2020</b>	<b>2019</b>
Beginning Balance	\$ 11,599	\$ 13,823	\$ 10,910
Merchandise Written off, net of Recoveries	(67,148)	(65,869)	(94,990)
Provision for Write-offs	67,888	63,645	97,903
Ending Balance	\$ 12,339	\$ 11,599	\$ 13,823

***Retail and Non-Retail Cost of Sales***

Included in cost of lease and retail revenues, as well as non-retail cost of sales, is the net book value of merchandise sold via retail and non-retail sales, primarily using specific identification.

***Shipping and Handling Costs***

Shipping and handling costs are primarily classified within other operating expenses, net in the accompanying consolidated and combined statements of earnings and to a lesser extent, capitalized into the cost of lease merchandise and subsequently depreciated or recognized as cost of retail sales. Shipping and handling costs classified within other operating expenses, net were \$60.4 million, \$52.0 million and \$58.6 million for the years ended December 31, 2021, 2020 and 2019, respectively. Shipping and handling costs capitalized into the cost of lease merchandise were \$25.4 million, \$12.3 million and \$15.7 million for the years ended December 31, 2021, 2020 and 2019, respectively.

***Advertising***

The Company expenses advertising costs as incurred. Advertising production costs are initially recognized as a prepaid advertising asset and are expensed when an advertisement appears for the first time. Total advertising costs were \$53.6 million, \$40.2 million and \$37.1 million for the years ended December 31, 2021, 2020 and 2019, respectively, and are classified within other operating expenses, net in the consolidated and combined statements of earnings. These advertising costs are shown net of cooperative advertising considerations received from vendors, which represents reimbursement of specific, identifiable and incremental costs incurred in selling those vendors' products. The amount of cooperative advertising consideration recorded as a reduction of such advertising costs was \$27.0 million, \$21.8 million and \$27.7 million for the years ended December 31, 2021, 2020 and 2019, respectively. The prepaid advertising asset was \$1.0 million and \$4.3 million at December 31, 2021 and 2020, respectively, and is reported within prepaid expenses and other assets on the consolidated balance sheets.

***Stock-Based Compensation***

Stock-based compensation expense in prior years and until the effective date of the separation and distribution on November 30, 2020 was allocated to The Aaron's Company based on the awards and terms previously granted to its employees under the PROG Holdings stock-based compensation plans and includes an allocation of PROG Holdings' corporate employee stock-based compensation expenses. The Aaron's Company has stock-based employee compensation plans adopted in connection with the separation and distribution in which certain Company employees are participants, which are more fully described in Note 11 to these consolidated and combined financial statements.

For stock awards granted under such plans, management estimates the fair value for the options granted on the grant date using a Black-Scholes-Merton option-pricing model. The fair value of each share of restricted stock units ("RSUs"), restricted stock awards ("RSAs"), and performance share units ("PSUs") awarded is equal to the market value of a share of the Company's common stock on the grant date. Management estimates the fair value of awards issued under the Company's employee stock purchase plan ("ESPP") using a series of Black-Scholes-Merton pricing models that consider the components of the "lookback" feature of the plan, including the underlying stock, call option, and put option. The design of awards issued under the Company's ESPP is more fully described in Note 11 to these consolidated and combined financial statements.

***Retirement-Related Equity Modifications***

In connection with the completion of the separation and distribution on November 30, 2020, PROG Holdings and the Company entered into a Transition Agreement (the "Transition Agreement") with the Chief Executive Officer of Aaron's Holdings Company, Inc. (the "CEO"), pursuant to which the CEO would retire and transition to become the non-employee Chairman of the Board of Directors of the Company effective November 30, 2020. The Transition Agreement provided that all unvested stock options, restricted stock awards and performance share units granted to the CEO in prior periods become 100% vested as promptly as practicable following the completion of the separation and distribution. The Company concluded that the terms of



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this Transition Agreement resulted in award modifications under ASC 718, *Compensation - Stock Compensation* ("ASC 718"), as both the fair value and vesting conditions of the awards were considered modified. The modifications resulted in incremental compensation expense allocated to the Company of \$11.0 million, which was recognized as a component of retirement charges in the consolidated and combined statements of earnings for the year ended December 31, 2020. See Note 11 to these consolidated and combined financial statements for additional information regarding these modifications.

**Separation Costs**

Separation costs include allocated expenses prior to November 30, 2020 and actual expenses after November 30, 2020 associated with the separation and distribution, including personnel-related costs and incremental stock-based compensation expense associated with the conversion and modification of unvested and unexercised equity awards related to Company employees, as well as an allocation of similar expenses related to PROG Holdings' corporate and shared function employees. See Note 11 to these consolidated and combined financial statements for additional information regarding the modification of awards that were converted concurrent with the separation and distribution. Separation costs also include one-time expenses incurred by the Company in order to begin operating as an independent, standalone public entity after the completion of the separation and distribution.

**Income Taxes**

The Company and its subsidiaries file U.S. federal consolidated income tax returns in the United States, and separate legal entities file in various state and foreign jurisdictions. In all periods presented, the income tax provision has been computed for the entities comprising the Company on a standalone, separate return basis as if the Company were a separate taxpayer.

The provision for income taxes is determined using the asset and liability approach of accounting for income taxes. Under this approach, deferred taxes represent the future tax consequences expected to occur when the reported amounts of assets and liabilities are recovered or paid. Income taxes as presented attribute deferred income taxes of the Company's standalone consolidated and combined financial statements in a manner that is systematic, rational and consistent with the asset and liability method.

The provision for income taxes represents income taxes paid or payable for the current year plus the change in deferred taxes during the year. Deferred taxes result from differences between the financial and tax basis of the Company's assets and liabilities and are adjusted for changes in tax rates and tax laws when such changes are enacted. The Company's largest temporary differences arise principally from the use of accelerated depreciation methods on lease merchandise for tax purposes. Valuation allowances are recorded to reduce deferred tax assets when it is more likely than not that a tax benefit will not be realized.

The Company recognizes uncertain tax positions in the consolidated and combined financial statements when it is more likely than not that the tax position will be sustained upon examination. Uncertain tax positions are measured based on the probabilities that the uncertain tax position will be realized upon final settlement.

See further details on income taxes within Note 8 to these consolidated and combined financial statements.

**Earnings Per Share**

Earnings per share is computed by dividing net earnings (loss) by the weighted average number of shares of common stock outstanding during the period. The computation of earnings (loss) per share assuming dilution includes the dilutive effect of stock options, RSUs, RSAs, PSUs and other awards issuable under the Company's ESPP (collectively, "share-based awards") as determined under the treasury stock method, unless the inclusion of such awards would be anti-dilutive.

The Company's basic earnings per share calculations for the periods prior to the separation and distribution assumes that the weighted average number of common shares outstanding was 33,841,624, which is the number of shares distributed to shareholders on the separation and distribution date, November 30, 2020. The same number of shares was used in the calculation of diluted earnings per share for the periods prior to the separation and distribution, as there were no equity awards of The Aaron's Company outstanding prior to the distribution date.

The following table shows the calculation of weighted-average shares outstanding assuming dilution:

<b>(Shares In Thousands)</b>	<b>Year Ended December 31,</b>		
	<b>2021</b>	<b>2020</b>	<b>2019</b>
Weighted Average Shares Outstanding	32,992	33,877	33,842
Dilutive Effect of Share-Based Awards <sup>1</sup>	730	—	—
Weighted Average Shares Outstanding Assuming Dilution	33,722	33,877	33,842

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<sup>1</sup> There was no dilutive effect to the (loss) earnings per common share for the year ended December 31, 2020 due to the net loss incurred in the year-to-date period. Approximately 0.1 million weighted-average share-based awards were excluded from the computation of earnings per share assuming dilution during the year ended December 31, 2021 as the awards would have been anti-dilutive for the period.

***Cash and Cash Equivalents***

The Company classifies as cash equivalents any highly liquid investments that have maturity dates of three months or less at the time they are purchased. The Company maintains its cash and cash equivalents at various banks. Bank balances may exceed coverage provided by the Federal Deposit Insurance Corporation ("FDIC"). However, due to the size and strength of the banks in which balances that exceed the FDIC coverage are held, any exposure to loss is believed to be minimal. Cash and cash equivalents also includes amounts in transit due from financial institutions related to credit card and debit card transactions, which generally settle within three business days from the original transaction.

***Accounts Receivable***

Accounts receivable consist primarily of receivables due from customers on lease agreements, corporate receivables incurred during the normal course of business (primarily for vendor consideration and real estate leasing activities) and franchisee obligations.

Accounts receivable, net of allowances, consist of the following:

<b>(In Thousands)</b>	<b>December 31,</b>	
	<b>2021</b>	<b>2020</b>
Customers	\$ 8,635	\$ 8,399
Corporate	11,478	12,771
Franchisee	9,330	12,820
	<u>\$ 29,443</u>	<u>\$ 33,990</u>

The Company maintains an accounts receivable allowance, under which the Company's policy is to record a provision for returns and uncollectible contractually due renewal payments based on historical payments experience, which is recognized as a reduction of lease and retail revenues within the consolidated and combined statements of earnings. Other qualitative factors are considered in estimating the allowance, such as current and forecasted business trends. The Company writes off customer lease receivables that are 60 days or more past due on pre-determined dates twice monthly.

The Company also maintains an allowance for outstanding franchisee accounts receivable. The Company's policy is to estimate a specific allowance on accounts receivable to estimate future losses related to certain franchisees that are deemed to have a higher risk of non-payment and a general allowance based on historical losses as well as the Company's assessment of the financial health of all other franchisees. The estimated allowance on franchisee accounts receivable includes consideration of broad macroeconomic trends, such as the uncertainty surrounding the impacts of the normalization of current and future business trends associated with the COVID-19 pandemic on the franchisees' ability to satisfy their obligations. Accordingly, actual accounts receivable write-offs could differ from the allowance. The provision for uncollectible franchisee accounts receivable is recorded as bad debt expense in other operating expenses, net within the consolidated and combined statements of earnings.

The following table shows the components of the accounts receivable allowance:

<b>(In Thousands)</b>	<b>Year Ended December 31,</b>		
	<b>2021</b>	<b>2020</b>	<b>2019</b>
Beginning Balance	\$ 7,613	\$ 10,720	\$ 9,546
Accounts Written Off, net of Recoveries	(28,414)	(33,860)	(45,547)
Accounts Receivable Provision	27,964	30,753	46,721
Ending Balance	<u>\$ 7,163</u>	<u>\$ 7,613</u>	<u>\$ 10,720</u>

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The following table shows the components of the accounts receivable provision, which includes amounts recognized for bad debt expense and the provision for returns and uncollected payments:

<b>(In Thousands)</b>	<b>Year Ended December 31,</b>	
	<b>2021</b>	<b>2020</b>
Bad Debt (Reversal) Expense	\$ (735)	\$ 900
Provision for Returns and Uncollectible Renewal Payments	28,699	29,853
Accounts Receivable Provision	\$ 27,964	\$ 30,753

***Property, Plant and Equipment***

The Company records property, plant and equipment at cost. Depreciation and amortization are computed on a straight-line basis over the estimated useful lives of the respective assets, which range from five to 20 years for buildings and improvements and from one to 15 years for other depreciable property and equipment.

Costs incurred to develop software for internal use are capitalized and amortized over the estimated useful life of the software, which ranges from five to ten years. Management uses an agile development methodology in which feature-by-feature updates are made to its software. Certain costs incurred during the application development stage of an internal-use software project are capitalized when members of management who possess the authority to do so authorize and commit to funding a feature update and it is probable that the project will be completed and the software will be used to perform the function intended. Generally, the life cycle for each feature update implementation is one month. Capitalization of costs ceases when the feature update is substantially complete and ready for its intended use. All costs incurred during preliminary and post-implementation project stages are expensed appropriately.

Gains and losses related to dispositions and retirements are recognized as incurred. Maintenance and repairs are also expensed as incurred, and leasehold improvements are capitalized and amortized over the lesser of the expected lease term or the asset's useful life. Depreciation expense for property, plant and equipment is classified within other operating expenses, net in the accompanying consolidated and combined statements of earnings and was \$64.2 million, \$60.9 million and \$60.3 million during the years ended December 31, 2021, 2020 and 2019, respectively. Amortization of previously capitalized internal use software development costs, which is a component of depreciation expense for property, plant and equipment, was \$18.6 million, \$17.4 million and \$15.7 million during the years ended December 31, 2021, 2020 and 2019, respectively.

Management assesses its long-lived assets other than goodwill for impairment whenever facts and circumstances indicate that the carrying amount may not be fully recoverable. If it is determined that the carrying amount of an asset is not recoverable, management compares the carrying amount of the asset to its fair value as estimated using discounted expected future cash flows, market values or replacement values for similar assets. The amount by which the carrying amount exceeds the fair value of the asset, if any, is recognized as an impairment loss.

***Prepaid Expenses and Other Assets***

Prepaid expenses and other assets consist of the following:

<b>(In Thousands)</b>	<b>December 31,</b>	
	<b>2021</b>	<b>2020</b>
Prepaid Expenses <sup>1</sup>	\$ 14,651	\$ 16,471
Insurance Related Assets <sup>1</sup>	30,757	27,960
Company-Owned Life Insurance	15,808	16,223
Assets Held for Sale	1,550	8,956
Deferred Tax Assets	7,994	7,014
Other Assets <sup>1</sup>	15,240	13,271
	\$ 86,000	\$ 89,895

<sup>1</sup> During 2021, the Company recategorized items within the components of prepaid expenses and other assets. The presentation of prior period amounts has been reclassified to be consistent with the current period presentation. Such reclassification has no impact on the total prepaid expenses and other assets balance as of December 31, 2020.

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***Assets Held for Sale***

Certain properties, consisting of parcels of land and commercial buildings, and certain company-owned vehicles met the held for sale classification criteria as of December 31, 2021 and 2020. Assets held for sale are recorded at the lower of their carrying value or fair value less estimated cost to sell and are classified within prepaid expenses and other assets in the consolidated balance sheets. Depreciation is suspended on assets upon classification as held for sale.

Management estimated the fair values of real estate properties using the market values for similar properties. These properties are considered Level 2 assets as defined below. The carrying amount of the assets held for sale as of December 31, 2021 and 2020 was \$1.6 million and \$9.0 million, respectively. Impairment charges and/or gains and losses related to the sale of assets held for sale are recorded in other operating expenses, net or restructuring expenses, net (if the asset is a part of the Company's restructuring programs further described in Note 10 to these consolidated and combined financial statements) in the consolidated and combined statement of earnings.

During the year ended December 31, 2021 the Company reclassified certain held for sale properties with a recorded value of \$4.4 million back to a held and used (property, plant and equipment, net) classification, as the assets no longer met the held for sale criteria based on changes in management's selling strategy surrounding these properties. The Company remeasured the assets at the lower of their adjusted carrying values (adjusted for depreciation expense or impairment losses that would have been recognized had the assets been continuously classified as held and used) or their fair values. The impact of these adjustments on the consolidated and combined statements of earnings was not significant.

Charges of \$1.2 million were recorded within restructuring expenses, net during the year ended December 31, 2019 related to the impairment of store properties that the Company decided to close under its restructuring programs as described in Note 10 to these consolidated and combined financial statements. Impairment charges on asset held for sale properties under restructuring programs were not significant during the years ended December 31, 2021 and 2020.

Net gains of \$1.7 million were recognized during the year ended December 31, 2019 related to the sale of certain Company-owned properties, all of which were recorded within other operating expenses, net. Net gains recognized on the sale of Company-owned assets during the years ended December 31, 2021 and 2020 were not significant. The proceeds related to the sales of these Company-owned assets were \$6.0 million, \$4.3 million, and \$2.6 million for the years ended December 31, 2021, 2020, and 2019, respectively, which were recorded in proceeds from dispositions of property, plant and equipment in the consolidated and combined statements of cash flows.

***Goodwill***

The Company's goodwill is not amortized but is subject to an impairment test at the reporting unit level annually as of October 1 and more frequently if events or circumstances indicate that an impairment may have occurred. An interim goodwill impairment test is required if the Company believes it is more likely than not that the carrying amount of its reporting unit exceeds the reporting unit's fair value. The Company concluded that the need for an interim goodwill impairment test was triggered as of March 31, 2020. Factors that led to this conclusion included: (i) a significant decline in the Aaron's, Inc. stock price and market capitalization in March 2020; (ii) the temporary closure of all Company-operated store showrooms due to the COVID-19 pandemic, which impacted our financial results and was expected to adversely impact future financial results; (iii) the significant uncertainty with regard to the short-term and long-term impacts that macroeconomic conditions arising from the COVID-19 pandemic and related government emergency and executive orders would have on the financial health of our customers and franchisees; and (iv) consideration given to the amount by which the Aaron's Business reporting unit's fair value exceeded the carrying value from the October 1, 2019 annual goodwill impairment test.

As of March 31, 2020, management of Aaron's, Inc. determined its existing goodwill was fully impaired and recorded a goodwill impairment loss of \$446.9 million during the three months ended March 31, 2020. Management engaged the assistance of a third-party valuation firm to perform the interim goodwill impairment test, which entailed an assessment of the Aaron's Business reporting unit's fair value relative to the carrying value that was derived using a combination of both income and market approaches and performing a market capitalization reconciliation, which included an assessment of the control premium implied from the Company's estimated fair values of its reporting units. The fair value measurement involved significant unobservable inputs (Level 3 inputs, as discussed more fully below). The income approach utilized the discounted future expected cash flows, which required assumptions about short-term and long-term revenue growth or decline rates, operating margins, capital requirements, and a weighted-average cost of capital. The income approach reflected assumptions and estimates made by management regarding direct and indirect impacts of the COVID-19 pandemic on the short-term and long-term cash flows for the reporting unit. Due to the significant uncertainty associated with the impacts of the COVID-19 pandemic, the assumptions and estimates used by management were highly subjective. The weighted-average cost of capital used in the income approach was adjusted to reflect the specific risks and uncertainties associated with the COVID-19 pandemic in developing the cash flow projections. Given the uncertainty discussed above, the Company performed certain

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sensitivity analyses including considering reasonably possible alternative assumptions for short-term and long-term growth or decline rates, operating margins, capital requirements, and weighted-average cost of capital rates. Each of the sensitivity analyses performed supported the conclusion of a full impairment of the existing goodwill balance within the Aaron's reporting unit.

The market approach, which includes the guideline public company method, utilized pricing multiples derived from an analysis of comparable publicly traded companies. We believe the comparable companies we evaluate as marketplace participants serve as an appropriate reference when calculating fair value because those companies have similar risks, participate in similar markets, provide similar products and services for their customers and compete with us directly. However, we considered that such publicly available information regarding the comparable companies evaluated likely did not reflect the impact of the COVID-19 pandemic in determining the multiple assumptions selected.

The Company completed acquisitions of certain franchisees and third party rent-to-own stores subsequent to March 31, 2020, which resulted in a goodwill balance of \$13.1 million and \$7.6 million as of December 31, 2021 and December 31, 2020, respectively. The Company completed its annual goodwill impairment test as of October 1, 2021 and determined that no impairment had occurred. The Company determined that there were no events that occurred or circumstances that changed during the three months ended December 31, 2021 that would more likely than not reduce the fair value of its reporting unit below its carrying amount.

***Franchisee Acquisitions***

The Company acquired the store operations of various Aaron's franchisees during the years ended December 31, 2021 and 2020, for a combined purchase price of \$10.6 million and \$14.7 million, respectively. The franchisee acquisitions have been accounted for as business combinations and the results of operations of the acquired businesses are included in the Company's results of operations from their dates of acquisition. The primary tangible asset acquired as part of these transactions was lease merchandise and the primary intangible assets allocated to were reacquired franchise rights and customer lease contracts during the years ended December 31, 2021 and 2020, respectively. As a result of these business combinations, the Company recorded \$5.6 million and \$7.6 million in goodwill during the years ended December 31, 2021 and 2020, respectively. The purchase price allocations are subject to change within the measurement period, which is up to one year from the acquisition date. The effect of these acquisitions on the consolidated and combined financial statements for the years ended December 31, 2021 and 2020 was not significant.

***Segment Reporting***

Management concluded that the Company has one operating and reportable segment based on the nature of the financial information regularly reviewed by the chief operating decision maker to assess performance and allocate resources. We have also concluded that the Company has one reporting unit due to the fact that the components included within the operating segment have similar economic characteristics, such as the nature of the products and services provided, the nature of the customers we serve, and the interrelated nature of the components that are aggregated to form the sole reporting unit. The Company evaluates performance and allocates resources as a single operating segment based on revenue growth and pre-tax profit or loss from operations.

***Accounts Payable and Accrued Expenses***

Accounts payable and accrued expenses consist of the following:

<b>(In Thousands)</b>	<b>December 31,</b>	
	<b>2021</b>	<b>2020</b>
Accounts Payable <sup>1</sup>	\$ 83,118	\$ 84,738
Estimated Claims Liability Costs	57,381	49,272
Accrued Salaries and Benefits	57,837	53,396
Accrued Real Estate and Sales Taxes <sup>1</sup>	22,754	23,968
Other Accrued Expenses and Liabilities <sup>1</sup>	23,580	19,474
	<b>\$ 244,670</b>	<b>\$ 230,848</b>

<sup>1</sup> During 2021, the Company recategorized items within the components of accounts payable and accrued expenses. The presentation of prior period amounts has been reclassified to be consistent with the current period presentation. Such reclassification has no impact on the total accounts payable and accrued expenses balance as of December 31, 2020.

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***Estimated Claims Liability Costs***

Estimated claims liability costs are accrued primarily for workers compensation and vehicle liability, as well as general liability and group health insurance benefits provided to team members. These liabilities are recorded within estimated claims liability costs within accounts payable and accrued expenses in the consolidated balance sheets. Estimates for these claims liabilities are made based on actual reported but unpaid claims and actuarial analysis of the projected claims run off for both reported and incurred but not reported claims. This analysis is based upon an assessment of the likely outcome or historical experience. The Company makes periodic prepayments to its insurance carriers to cover the projected claims run off for both reported and incurred but not reported claims, considering its retention or stop loss limits. In addition, we have prefunding balances on deposit and other insurance receivables with the insurance carriers which are recorded within prepaid expenses and other assets in our consolidated balance sheets.

***Asset Retirement Obligations***

The Company accrues for asset retirement obligations, which relate to expected costs to remove exterior signage, in the period in which the obligations are incurred. These costs are accrued at fair value. When the related liability is initially recorded, the Company capitalizes the cost by increasing the carrying amount of the related long-lived asset. Over time, the liability is accreted to its settlement value and updated for changes in estimates. Upon settlement of the liability, the Company recognizes a gain or loss for any differences between the settlement amount and the liability recorded. Asset retirement obligations, which are included in accounts payable and accrued expenses in the consolidated balance sheets, amounted to approximately \$2.4 million and \$2.5 million as of December 31, 2021 and 2020, respectively. The capitalized cost is depreciated over the useful life of the related asset.

***Fair Value Measurement***

Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. To increase the comparability of fair value measures, the following hierarchy prioritizes the inputs to valuation methodologies used to measure fair value:

Level 1—Valuations based on quoted prices for identical assets and liabilities in active markets.

Level 2—Valuations based on observable inputs other than quoted prices included in Level 1, such as quoted prices for similar assets and liabilities in active markets, quoted prices for identical or similar assets and liabilities in markets that are not active, or other inputs that are observable or can be corroborated by observable market data.

Level 3—Valuations based on unobservable inputs reflecting management's own assumptions, consistent with reasonably available assumptions made by other market participants. These valuations require significant judgment.

The Company measures a liability related to its non-qualified deferred compensation plan, which represents benefits accrued for participants that are part of the plan and is valued at the quoted market prices of the participants' investment election, at fair value on a recurring basis. The Company measures assets held for sale at fair value on a nonrecurring basis and records impairment charges when they are deemed to be impaired.

The fair values of the Company's other current financial assets and liabilities, such as cash and cash equivalents, accounts receivable and accounts payable, approximate their carrying values due to their short-term nature. The Company's outstanding debt borrowings as of December 31, 2021 were subject to a variable interest rate and short term maturities. Therefore, the fair value of these borrowings also approximates its carrying value. These assets and liabilities are measured within Level 2 of the fair value hierarchy. The Company also measures certain non-financial assets at fair value on a nonrecurring basis, such as goodwill, intangible assets, operating lease right-of-use assets, and property, plant and equipment, in connection with periodic evaluations for potential impairment.

***Foreign Currency***

The financial statements of the Company's Canadian subsidiary are translated from the Canadian dollar functional currency to U.S. dollars using month-end rates of exchange for assets and liabilities, and average rates of exchange for revenues, costs and expenses. Translation gains and losses of the subsidiary are recorded in accumulated other comprehensive loss as a component of equity. The Company's assets include assets from Canadian operations of \$13.8 million and \$14.5 million as of December 31, 2021 and 2020, respectively.

Foreign currency remeasurement gains and losses are recorded primarily due to remeasurement of the financial assets and liabilities of the Company's Canadian stores between the Canadian dollar and the U.S. dollar. Foreign currency remeasurement losses were not significant in 2021, 2020 or 2019.

**THE AARON'S COMPANY, INC.**  
**NOTES TO CONSOLIDATED AND COMBINED FINANCIAL STATEMENTS**

***Invested Capital***

Invested capital in the consolidated and combined statements of equity represent the PROG Holdings historical investment in The Aaron's Company, Inc., the accumulated net earnings after taxes and the net effect of the transactions with and allocations from PROG Holdings prior to the separation and distribution.

***Hurricane Impact***

During the year ended December 31, 2019, insurance recovery gains of \$4.5 million were recognized related to the settlement of property damage claims and business interruption claims stemming from property damages and lost lease revenue due to store closures caused by Hurricanes Harvey and Irma in 2017, which are recorded within other operating expenses, net in the consolidated and combined statements of earnings. Insurance recovery gains were not significant during the years ended December 31, 2021 and 2020.

***Recent Accounting Pronouncements***

***Adopted***

***Income Taxes.*** In December 2019, the Financial Accounting Standards Board (the "FASB") issued ASU 2019-12, *Simplifying the Accounting for Income Taxes*. This guidance simplifies the accounting for income taxes by removing certain exceptions to general principles in *Income Taxes* (ASC 740). It also simplifies certain aspects of accounting for franchise taxes and clarifies and amends existing guidance to improve consistent application and reduce complexity. There was no material impact on the consolidated financial statements of the Company upon adoption of the standard during the first quarter of 2021.

***Pending Adoption***

In March 2020, the FASB issued ASU 2020-04, *Reference Rate Reform: Facilitation of the Effects of Reference Rate Reform on Financial Reporting* ("ASU 2020-04"). The standard provides temporary guidance to ease the potential burden in accounting for reference rate reform primarily resulting from the cessation of the publication of certain tenors of the London Interbank Overnight ("LIBO") rate on December 31, 2021, with complete elimination of the publication of the LIBO rate by June 30, 2023. The amendments in ASU 2020-04 are elective and apply to all entities that have contracts referencing the LIBO rate.

The Company's \$250.0 million senior unsecured revolving credit facility (the "Revolving Facility") as further described in Note 7 to these consolidated and combined financial statements currently references an available election of the LIBO rate for determining interest payable on current and future borrowings and includes provisions for the use of alternative rates if the LIBO rate is unavailable. The ASU 2020-04 guidance provides an expedient which simplifies accounting analyses under current GAAP for contract modifications if the change is directly related to a change from the LIBO rate to a new interest rate index. As the adoption of this standard is elective through December 31, 2022, the Company is continuing to evaluate the adoption of the provisions of ASU 2020-04 and the impacts of transitioning to an alternative rate; however, we do not expect it to have a material impact to the Company's consolidated financial statements or to any key terms of our Revolving Facility other than the discontinuation of the LIBO rate. The Company's outstanding borrowings as of December 31, 2021 are tied to LIBO rates that are currently set to expire in June of 2023.

**THE AARON'S COMPANY, INC.**  
**NOTES TO CONSOLIDATED AND COMBINED FINANCIAL STATEMENTS**

**NOTE 2: GOODWILL AND INTANGIBLE ASSETS**

***Goodwill***

The following table provides information related to the carrying amount of the Company's goodwill:

<b>(In Thousands)</b>	
Balance at January 1, 2020	\$ 447,781
Acquisitions	7,576
Disposals, Currency Translation and Other Adjustments	(941)
Acquisition Accounting Adjustments	46
Impairment Loss	(446,893)
Balance at December 31, 2020	\$ 7,569
Acquisitions	5,554
Disposals, Currency Translation and Other Adjustments	(52)
Acquisition Accounting Adjustments	63
Balance at December 31, 2021	\$ 13,134

See further details regarding the full impairment of the Company's goodwill recorded during the first quarter of 2020 in Note 1 to these consolidated and combined financial statements.

***Definite-Lived Intangible Assets***

The following table summarizes information related to the Company's definite-lived intangible assets at December 31:

<b>(In Thousands)</b>	<b>2021</b>			<b>2020</b>		
	<b>Gross</b>	<b>Accumulated Amortization</b>	<b>Net</b>	<b>Gross</b>	<b>Accumulated Amortization</b>	<b>Net</b>
Customer Relationships	\$ 1,484	\$ (923)	\$ 561	\$ 10,476	\$ (7,706)	\$ 2,770
Reacquired Franchise Rights	7,352	(4,088)	3,264	7,421	(3,429)	3,992
Non-Compete Agreements	1,600	(1,375)	225	3,633	(2,759)	874
Customer Lease Contracts	718	(275)	443	690	(155)	535
Expanded Customer Base	1,816	(1,214)	602	1,807	(881)	926
Total	\$ 12,970	\$ (7,875)	\$ 5,095	\$ 24,027	\$ (14,930)	\$ 9,097

The Company's definite-lived intangible assets were acquired in connection with store-based business acquisitions, asset acquisitions of customer contracts, and franchisee acquisitions. The customer relationship intangible asset is amortized on a straight-line basis over a three-year estimated useful life. The non-competitve intangible asset is amortized on a straight-line basis over the life of the agreement (generally one to five years). The customer lease contract intangible asset is amortized on a straight-line basis over a one-year estimated useful life. The expanded customer base intangible asset represents the estimated fair value paid in an asset acquisition for the ability to advertise and execute lease agreements with a larger pool of customers in the respective markets, and is generally amortized on a straight-line basis over two to six years. Reacquired franchise rights are amortized on a straight-line basis over the remaining life of the franchisee's ten-year license term.



**THE AARON'S COMPANY, INC.**  
**NOTES TO CONSOLIDATED AND COMBINED FINANCIAL STATEMENTS**

Total amortization expense of the Company's definite-lived intangible assets included in other operating expenses, net in the accompanying consolidated and combined statements of earnings was \$5.5 million, \$6.8 million and \$13.3 million during the years ended December 31, 2021, 2020 and 2019, respectively. As of December 31, 2021, estimated future amortization expense for the next five years related to the Company's definite-lived intangible assets is as follows:

<b>(In Thousands)</b>	
2022	\$ 2,465
2023	1,172
2024	783
2025	441
2026	204

**NOTE 3: FAIR VALUE MEASUREMENT**

***Financial Assets and Liabilities Measured at Fair Value on a Recurring Basis***

The following table summarizes financial liabilities measured at fair value on a recurring basis:

<b>(In Thousands)</b>	<b>December 31, 2021</b>			<b>December 31, 2020</b>		
	<b>Level 1</b>	<b>Level 2</b>	<b>Level 3</b>	<b>Level 1</b>	<b>Level 2</b>	<b>Level 3</b>
Deferred Compensation Liability	\$ —	\$ (10,930)	\$ —	\$ —	\$ (10,450)	\$ —

The Company maintains The Aaron's Company, Inc. Deferred Compensation Plan, which is an unfunded, nonqualified deferred compensation plan for a select group of management, highly compensated employees and non-employee directors. The liability represents benefits accrued for plan participants and is valued at the quoted market prices of the participants' investment elections, which consist of equity and debt "mirror" funds. As such, the Company has classified the deferred compensation liability as a Level 2 liability, which is recorded in accounts payable and accrued expenses in the consolidated balance sheets.

***Non-Financial Assets and Liabilities Measured at Fair Value on a Nonrecurring Basis***

The following table summarizes non-financial assets measured at fair value on a nonrecurring basis:

<b>(In Thousands)</b>	<b>December 31, 2021</b>			<b>December 31, 2020</b>		
	<b>Level 1</b>	<b>Level 2</b>	<b>Level 3</b>	<b>Level 1</b>	<b>Level 2</b>	<b>Level 3</b>
Assets Held for Sale	\$ —	\$ 1,550	\$ —	\$ —	\$ 8,956	\$ —

Assets classified as held for sale are recorded at the lower of carrying value or fair value less estimated costs to sell, and any adjustment is recorded in other operating expenses, net or restructuring expenses, net (if the asset is a part of the Company's restructuring programs as described in Note 10 to these consolidated and combined financial statements) in the consolidated and combined statements of earnings. The highest and best use of the assets held for sale is as real estate land parcels for development or real estate properties for use or lease; however, the Company has chosen not to develop or use these properties, and plans to sell the properties to third parties as quickly as practicable.

As further described in Note 1 to these consolidated and combined financial statements, during the year ended December 31, 2021 the Company reclassified certain held for sale properties with a recorded value of \$4.4 million back to a held and used (property, plant and equipment, net) classification, as the assets no longer met the held for sale classification criteria based on changes in management's selling strategy surrounding these properties.

**THE AARON'S COMPANY, INC.**  
**NOTES TO CONSOLIDATED AND COMBINED FINANCIAL STATEMENTS**

In addition to the non-financial assets measured at fair value on a nonrecurring basis as described above, the Company determined it would permanently cease using an administrative building in Kennesaw, Georgia in 2020, and recorded an impairment charge of \$6.0 million to reduce the carrying value of the related right-of-use asset and property, plant and equipment to an estimated fair value of \$3.7 million using a discounted cash flows method as of December 31, 2020. Management determined future cash flows by estimating sublease rental rates with the assistance of a third-party specialist, which incorporated management's best estimates of current and future sublease market conditions due to a lack of comparable recent market activity. The future cash flows were discounted using a rate which incorporated both the time value of money over the remaining lease term as well as a risk premium to consider potential variability in the amount and timing of future sublease income. We have classified these amounts as Level 3 assets due to the lack of recent comparable transactions in active markets.

Additionally, the Company's goodwill is subject to an impairment test at the reporting unit level annually as of October 1, and more frequently if events or circumstances indicate that an impairment may have occurred. The Company's impairment testing entails an assessment of the Aaron's reporting unit's fair value, which is derived using a combination of both income and market approaches relative to the carrying value that involves significant unobservable inputs (Level 3 inputs). Refer to Note 1 to these consolidated and combined financial statements for further details regarding the determination of the fair value of the Aaron's reporting unit and related impairment testing results for the interim and annual periods, as applicable, during the years ended December 31, 2021 and 2020.

**NOTE 4: PROPERTY, PLANT AND EQUIPMENT**

The following is a summary of the Company's property, plant, and equipment:

(In Thousands)	December 31	
	2021	2020
Land	\$ 16,348	\$ 14,588
Buildings and Improvements	53,732	51,841
Leasehold Improvements and Signs	82,010	77,278
Vehicles	93,949	80,847
Fixtures and Equipment	90,523	142,875
Software - Internal-Use	123,989	134,334
Assets Under Finance Leases	—	1,156
Construction in Progress	21,035	8,014
	481,586	510,933
Less: Accumulated Depreciation and Amortization <sup>1</sup>	(250,691)	(310,563)
	\$ 230,895	\$ 200,370

<sup>1</sup> Includes accumulated amortization of internal-use software development costs which amounted to \$76.6 million and \$87.1 million as of December 31, 2021 and 2020, respectively.

Depreciation expense on assets recorded under finance leases is included in other operating expenses, net and was \$0.2 million, \$0.6 million and \$1.5 million for the years ended December 31, 2021, 2020 and 2019, respectively. Finance leases as of December 31, 2020 relate to vehicles assumed as part of a franchisee acquisition and included \$1.0 million in accumulated depreciation as of December 31, 2020. During the year ended December 31, 2021, the remaining assets under finance leases were fully amortized.

**THE AARON'S COMPANY, INC.**  
**NOTES TO CONSOLIDATED AND COMBINED FINANCIAL STATEMENTS**

**NOTE 5: REVENUE RECOGNITION**

The following table disaggregates revenue by source:

<b>(In Thousands)</b>	<b>Year Ended December 31,</b>		
	<b>2021</b>	<b>2020</b>	<b>2019</b>
Lease Revenues and Fees	\$ 1,633,489	\$ 1,530,464	\$ 1,570,358
Retail Sales	57,568	47,345	38,474
Non-Retail Sales	128,299	127,652	140,950
Franchise Royalties and Fees	25,129	28,212	33,432
Other	1,019	1,246	1,263
Total <sup>1</sup>	<u>\$ 1,845,504</u>	<u>\$ 1,734,919</u>	<u>\$ 1,784,477</u>

<sup>1</sup> Includes revenues from Canadian operations of \$22.7 million, \$21.7 million and \$24.7 million during the years ended December 31, 2021, 2020, and 2019, which are primarily lease revenues and fees.

*Lease Revenues and Fees*

The Company provides lease merchandise, consisting of furniture, appliances, electronics, computers, and a variety of other products and accessories to its customers for lease under certain terms agreed to by the customer. The Company's stores and its e-commerce platform offer leases with flexible ownership plans that can be renewed monthly up to 12, 18 or 24 months. The Company does not require deposits upon inception of customer agreements. The customer has the right to acquire ownership either through an early purchase option or through payment of all required lease payments through the end of the ownership plan. Our store-based operations also offer customers the option to obtain a membership in the Aaron's Club program. The benefits to customers of the Club program are separated into three general categories: (a) product protection benefits; (b) health & wellness discounts; and (c) dining, shopping and consumer savings. Lease agreements and Aaron's Club program memberships are cancelable at any time by either party without penalty, and as such, we consider these offerings to be month-to-month arrangements.

Lease revenues related to the leasing of merchandise and Aaron's Club membership fees are recognized as revenue in the month they are earned. Payments received prior to the month earned are recorded as deferred lease revenue, and this amount is included in customer deposits and advance payments in the accompanying consolidated balance sheets. Lease payments due but not received prior to month end are recorded as accounts receivable in the accompanying consolidated balance sheets. Lease revenues are recorded net of a provision for returns and uncollectible renewal payments.

All of the Company's customer lease agreements are considered operating leases. The Company maintains ownership of the lease merchandise until all payment obligations are satisfied under sales and lease ownership agreements. Initial direct costs related to customer agreements are expensed as incurred and have been classified as other operating expenses, net in the consolidated and combined statements of earnings. The statement of earnings effects of expensing the initial direct costs as incurred are not materially different from amortizing initial direct costs over the lease ownership plan.

Substantially all lease revenues and fees were within the scope of ASC 842, *Leases*, during the years ended December 31, 2021, 2020, and 2019. Included in lease revenues and fees above, the Company had \$27.3 million, \$25.1 million and \$24.7 million of other revenue during the years ended December 31, 2021, 2020, and 2019, respectively, within the scope of ASC 606, *Revenue from Contracts with Customers*. Lease revenues and fees are recorded within lease and retail revenues in the accompanying consolidated and combined statements of earnings.

*Retail and Non-Retail Sales*

Revenues from the retail sale of merchandise to individual consumers are recognized at the point of sale. Generally, the transfer of control occurs near or at the point of sale for retail sales. Revenues for the non-retail sale of merchandise to franchisees are recognized when control transfers to the franchisee, which is upon delivery of the merchandise.

Sales of lease merchandise to franchisees and to other customers are recorded within non-retail sales and lease and retail revenues, respectively, in the accompanying consolidated and combined statements of earnings. All retail and non-retail sales revenue is within the scope of ASC 606, *Revenue from Contracts with Customers*.

**THE AARON'S COMPANY, INC.**  
**NOTES TO CONSOLIDATED AND COMBINED FINANCIAL STATEMENTS**

*Franchise Royalties and Fees*

Franchisees pay an ongoing royalty of 6% of the weekly cash revenue payments received, which is recognized as the fees become due. In response to the COVID-19 pandemic, the Company temporarily suspended, as opposed to deferring, the royalty fee obligation in March 2020, effectively forgiving the franchisee royalty payments that otherwise would have been due during the suspension period. The Company reinstated the requirement that franchisees make royalty payments during the second quarter of 2020.

The Company guarantees certain debt obligations of some of the franchisees and receives guarantee fees based on the outstanding debt obligations of such franchisees. Refer to Note 9 to these consolidated and combined financial statements for additional discussion of the franchise-related guarantee obligation. The Company also charges fees for advertising efforts that benefit the franchisees, which are recognized at the time the advertising takes place.

Substantially all franchise royalties and fees revenue is within the scope of ASC 606, *Revenue from Contracts with Customers*. Of the franchise royalties and fees, \$19.8 million, \$19.5 million, and \$25.5 million during the years ended December 31, 2021, 2020, and 2019, respectively, is related to franchise royalty income that is recognized as the fees become due. The remaining revenue is primarily related to advertising fees charged to franchisees. Franchise royalties and fees are recorded within franchise royalties and other revenues in the accompanying consolidated and combined statements of earnings.

**NOTE 6: LEASES**

*Lessor Information*

Refer to Note 5 to these consolidated and combined financial statements for further information about the Company's revenue generating activities as a lessor. All of the Company's customer lease agreements are considered operating leases, and the Company currently does not have any sales-type or direct financing leases.

*Lessee Information*

As a lessee, the Company leases retail store and warehouse space for most of its store-based operations, as well as management and information technology space for store and e-commerce supporting functions, under operating leases expiring at various times through 2033. To the extent that a leased retail store or warehouse space ceases to be used prior to the termination of the lease, the spaces may be vacated, and to a lesser extent subleased to third parties while the Company maintains its primary obligation as the lessee in the head lease. The Company leases transportation vehicles under operating leases, most of which generally expire during the next five years. The vehicle leases generally include a residual value that is guaranteed to the lessor, which ensures that the vehicles will be returned to the lessor in reasonable working condition. The Company also leases various IT equipment such as printers and computers under operating leases, most of which generally expire during the next two years. For all of its leases in which it is a lessee, the Company has elected to include both the lease and non-lease components as a single component and account for it as a lease. As of December 31, 2021, the Company does not have any assets under finance leases, as the remaining assets under finance leases as of December 31, 2020 were fully amortized during the year.

Finance lease costs are comprised of the amortization of right-of-use assets and the interest accretion on discounted lease liabilities, which are recorded within other operating expenses, net and interest expense, respectively, in the consolidated and combined statements of earnings. Operating lease costs are recorded on a straight-line basis and are primarily classified within other operating expenses, net in the consolidated and combined statements of earnings, and to a lesser extent capitalized into the cost of lease merchandise and subsequently depreciated. For stores that are related to restructuring programs as described in Note 10 to these consolidated and combined financial statements, operating lease costs recorded subsequent to any necessary operating lease right-of-use asset impairment charges and after vacancy of the store are recognized in a pattern that is generally accelerated within restructuring expenses, net in the consolidated and combined statements of earnings.

**THE AARON'S COMPANY, INC.**  
**NOTES TO CONSOLIDATED AND COMBINED FINANCIAL STATEMENTS**

The Company's total operating and finance lease costs are comprised of the following:

(In Thousands)	Year Ended December 31,		
	2021	2020	2019
<b>Finance Lease cost:</b>			
Amortization of Right-of-Use Assets	\$ 153	\$ 596	\$ 1,542
Interest on Lease Liabilities	16	170	363
<b>Total Finance Lease cost:</b>	<b>169</b>	<b>766</b>	<b>1,905</b>
<b>Operating Lease cost:</b>			
Operating Lease cost classified within Other Operating Expenses, Net <sup>1</sup>	91,467	94,249	107,581
Operating Lease cost classified within Restructuring Expenses, Net	1,616	1,615	3,339
Sublease Receipts <sup>2</sup>	(2,442)	(2,723)	(2,644)
<b>Total Operating Lease cost:</b>	<b>90,641</b>	<b>93,141</b>	<b>108,276</b>
<b>Total Lease cost</b>	<b>\$ 90,810</b>	<b>\$ 93,907</b>	<b>\$ 110,181</b>

<sup>1</sup> Includes short-term and variable lease costs, which are not significant. Short-term lease expense is defined as leases with a lease term of greater than one month, but not greater than 12 months. The Company also incurred right-of-use asset impairment charges of \$4.2 million, \$24.7 million and \$24.4 million during the years ended December 31, 2021, 2020 and 2019, respectively, which were recognized within restructuring expenses, net in the consolidated and combined statements of earnings.

<sup>2</sup> The Company has anticipated future sublease receipts from executed sublease agreements of \$1.7 million in 2022, \$1.2 million in 2023, \$0.7 million in 2024, \$0.5 million in 2025, \$0.3 million in 2026, and less than \$0.1 million thereafter.

**THE AARON'S COMPANY, INC.**  
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Additional information regarding the Company's leasing activities as a lessee is as follows:

(In Thousands)	Year Ended December 31,		
	2021	2020	2019
Cash Paid for amounts included in measurement of Lease Liabilities:			
Operating Cash Flows for Finance Leases	\$ 91	\$ 170	\$ 411
Operating Cash Flows for Operating Leases	111,555	111,446	121,864
Financing Cash Flows for Finance Leases	740	1,086	2,493
Total Cash paid for amounts included in measurement of Lease Liabilities	112,386	112,702	124,768
Right-of-Use Assets obtained in exchange for new Finance Lease Liabilities	—	—	—
Right-of-Use Assets obtained in exchange for new Operating Lease Liabilities	\$ 133,528	\$ 45,678	\$ 49,504

Supplemental balance sheet information related to leases is as follows:

(In Thousands)	Balance Sheet Classification	December 31,	
		2021	2020
<b>Assets</b>			
Operating Lease Assets	Operating Lease Right-of-Use Assets	\$ 278,125	\$ 238,085
Finance Lease Assets	Property, Plant and Equipment, Net	—	153
Total Lease Assets		\$ 278,125	\$ 238,238
<b>Liabilities</b>			
Operating Lease Liabilities	Operating Lease Liabilities	\$ 309,834	\$ 278,958
Finance Lease Liabilities	Debt	—	831
Total Lease Liabilities		\$ 309,834	\$ 279,789

Most of the Company's real estate leases contain renewal options for additional periods ranging from one to 20 years or provide for options to purchase the related property at predetermined purchase prices that do not represent bargain purchase options. At lease inception or upon modification, the Company considers renewal options for certain real estate leases associated with the Company's GenNext strategy to be reasonably certain of exercise. For all other real estate leases, based on historical experience, the Company does not consider the renewal options to be reasonably certain of exercise. Additionally, the Company's leases contain contractual renewal rental rates that are considered to be in line with market rental rates, and there are not significant economic penalties or business disruptions incurred by not exercising any renewal options.

The Company uses its incremental borrowing rate as the discount rate for its leases, as the implicit rate in the lease is not readily determinable. Below is a summary of the weighted-average discount rate and weighted-average remaining lease term for finance and operating leases:

	December 31,			
	2021		2020	
	Weighted Average Discount Rate <sup>1</sup>	Weighted Average Remaining Lease Term (in years)	Weighted Average Discount Rate <sup>1</sup>	Weighted Average Remaining Lease Term (in years)
Finance Leases	— %	0.0	5.7 %	0.6
Operating Leases	3.4 %	4.7	3.5 %	4.5

<sup>1</sup> Upon adoption of ASC 842, discount rates for existing operating leases were established as of January 1, 2019.

**THE AARON'S COMPANY, INC.**  
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Under the short-term lease exception provided within ASC 842, the Company does not record a lease liability or right-of-use asset for any leases that have a lease term of 12 months or less at commencement. Below is a summary of undiscounted finance and operating lease liabilities that have initial terms in excess of one year as of December 31, 2021. The table also includes a reconciliation of the future undiscounted cash flows to the present value of the operating lease liabilities included in the consolidated balance sheets. As shown above, the Company does not have any finance lease liabilities as of December 31, 2021.

<b>(In Thousands)</b>	<b>Total</b>
2022	\$ 95,483
2023	75,741
2024	56,075
2025	41,134
2026	26,773
Thereafter	41,401
<b>Total Future Undiscounted Cash Flows<sup>1</sup></b>	<b>336,607</b>
Less: Interest	26,773
<b>Present Value of Lease Liabilities</b>	<b>\$ 309,834</b>

<sup>1</sup> Future undiscounted cash flows do not include approximately \$15.1 million of future operating lease payments for leases that have not yet commenced. These leases will commence during 2022.

*2021 Vehicle Lease Buyout*

During the year ended December 31, 2021, the Company negotiated a lease buyout agreement for a significant portion of its delivery vehicles previously accounted for as operating leases. Under the terms of the agreement, the Company paid approximately \$12.2 million to the lessor in exchange for full ownership of the vehicles. The buyout resulted in a \$12.2 million increase to property, plant, and equipment, net and \$2.0 million respective decreases to operating lease right-of-use assets and operating lease liabilities.

*2020 COVID-19 Lease Concessions*

In response to the impacts of the COVID-19 pandemic, the Company negotiated lease concessions for approximately 184 of our Company-operated stores and received near-term rent abatements and deferrals of approximately \$1.9 million during the year ended December 31, 2020. On April 10, 2020, the FASB issued guidance for lease concessions executed in response to the COVID-19 pandemic, which provides a practical expedient to forego an evaluation of whether a lease concession should be accounted for as a modification if the concession does not result in a substantial increase of the lessee's obligations. The Company elected to apply this guidance to all lease concessions negotiated as a result of the COVID-19 pandemic that meet these criteria.

*2019 Sale-Leaseback Transactions*

In addition to the leasing activities described above, the Company entered into two separate sale and leaseback transactions related to a fulfillment and distribution center and three Company-operated store properties during the fourth quarter of 2019. The Company received net proceeds of \$8.1 million and recorded gains of \$5.6 million related to the sale and leaseback transactions, which were classified within other operating expenses, net in the consolidated and combined statements of earnings for the year ended December 31, 2019.

**THE AARON'S COMPANY, INC.**  
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**NOTE 7: INDEBTEDNESS**

On November 9, 2020, Aaron's, LLC, a wholly-owned subsidiary of the Company, entered into a new credit agreement with several banks and other financial institutions providing for a \$250.0 million senior unsecured revolving credit facility. Revolving borrowings became available at the completion of the separation and distribution. All borrowings and commitments under the Revolving Facility will mature or terminate on November 9, 2025. The Company incurred approximately \$2.2 million of lender and legal fees related to the establishment of the Revolving Facility during the year ended December 31, 2020 which were recorded within prepaid expenses and other assets in the consolidated balance sheets. The Company expects that the Revolving Facility will be used to provide for working capital and capital expenditures, to finance future permitted acquisitions and for other general corporate purposes. The Company had \$10.0 million in outstanding borrowings under the Revolving Facility as of December 31, 2021, which was subsequently repaid in January 2022.

In conjunction with the separation and distribution in 2020, the Company repaid in full the outstanding principal and accrued interest amounts due under the previous debt agreements of Aaron's, Inc., which consisted of (i) \$225.4 million paid on November 30, 2020 to settle outstanding principal and accrued interest due under the previous Aaron's, Inc. revolving credit and term loan facility, which was scheduled to mature in January 2025; and (ii) \$61.3 million paid on November 27, 2020 to settle outstanding principal, accrued interest, and an early prepayment fee related to the previous Aaron's, Inc. senior unsecured notes which were scheduled to mature in April 2021. In conjunction with the repayment, the Company recorded a loss of \$4.1 million on the extinguishment of the previous indebtedness, which was recorded within loss on debt extinguishment in the consolidated and combined statements of earnings during the twelve months ended December 31, 2020.

Any debt obligations and unamortized debt issuance costs due under the previous debt agreements of Aaron's, Inc. and the related interest expense for the years ended December 31, 2020 and 2019 have been included within the Company's consolidated and combined financial statements for the respective periods because Aaron's, LLC was the primary obligor for the external debt agreements and is one of the legal entities forming the basis of The Aaron's Company, Inc.

Following is a summary of the Company's debt, net of applicable unamortized debt issuance costs:

<b>(In Thousands)</b>	<b>December 31,</b>	
	<b>2021</b>	<b>2020</b>
Revolving Credit Facility	\$ 10,000	\$ —
Finance Lease Obligations	—	831
Total Debt	10,000	831
Less: Current Maturities	10,000	761
Long-Term Debt	\$ —	\$ 70

Total unamortized debt issuance costs related to the Company's current Revolving Credit Facility, which are recorded within prepaid expenses and other assets in the consolidated balance sheets, were \$1.7 million and \$2.1 million as of December 31, 2021 and 2020, respectively.

***Revolving Facility***

The Company is a guarantor of the \$250.0 million Revolving Facility with Aaron's, LLC, now a wholly-owned subsidiary of the Company. The Revolving Facility includes (i) a \$35.0 million sublimit for the issuance of letters of credit on customary terms, and (ii) a \$25.0 million sublimit for swing line loans on customary terms. Aaron's, LLC will have the right from time to time to request to increase the size of the Revolving Facility or add certain incremental revolving or term loan facilities (the "Incremental Facilities") in minimum amounts to be agreed upon. The aggregate principal amount of all such Incremental Facilities may not exceed \$150.0 million. Borrowings under the Revolving Facility bear interest at a rate per annum equal to, at the option of Aaron's, LLC, (i) the LIBO rate plus a margin within the range of 1.50% to 2.50% for revolving loans, based on total leverage, or (ii) the Base Rate plus the applicable margin, which will be 1.00% lower than the applicable margin for LIBO rate loans. The Base Rate is defined as the highest of (i) the prime lending rate of the administrative agent, (ii) the federal funds rate, plus 0.50%, and (iii) the one-month LIBO rate, plus 1.00%.

The Company pays a commitment fee on unused balances, which ranges from 0.20% to 0.35% as determined by the Company's ratio of total net debt to adjusted EBITDA. As of December 31, 2021, the amount available under the Revolving Facility was reduced by outstanding borrowings of \$10.0 million and approximately \$17.3 million for outstanding letters of credit, resulting in total availability of \$222.7 million.



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***Financial Covenants***

The Revolving Facility and the Franchise Loan Facility, as defined and discussed in Note 9 to these consolidated and combined financial statements, contain financial covenants that require the Company to maintain ratios of (a) fixed charge coverage of no less than 1.75:1.00 and (b) total net leverage of no greater than 2.50:1.00.

If the Company fails to comply with these covenants, the Company will be in default under these agreements, and all borrowings outstanding could become due immediately. Under the Revolving Facility and Franchise Loan Facility, the Company may pay cash dividends in any year so long as, after giving pro forma effect to the dividend payment, the Company maintains compliance with its financial covenants and no event of default has occurred or would result from the payment. At December 31, 2021, the Company was in compliance with all covenants related to its outstanding debt. However, given the uncertainties associated with the COVID-19 pandemic's impact on our operations and financial performance in future periods, there can be no assurances that we will not be required to seek amendments or modifications to one or more of the covenants in our debt agreements and/or waivers of potential or actual defaults of those covenants.

The table below shows all scheduled maturities for borrowings outstanding under the Revolving Facility as of December 31, 2021. The Company has no finance lease obligations outstanding as of December 31, 2021.

<b>(In Thousands)</b>		
2022	\$	10,000
Thereafter		—
<b>Total</b>	<b>\$</b>	<b>10,000</b>

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**NOTE 8: INCOME TAXES**

Prior to the consummation of the separation and distribution, the Company's operating results were included in consolidated U.S. federal and various state income tax returns, as well as non-U.S. filings, that included both Aaron's and Progressive Leasing. For the purposes of the Company's consolidated and combined financial statements for periods prior to the separation and distribution, income tax expense and deferred tax balances have been recorded as if the Company filed tax returns on a standalone basis separate from Progressive Leasing. The separate return method applies the accounting guidance for income taxes to the standalone financial statements as if the Company was a separate taxpayer and a standalone enterprise prior to the separation from PROG Holdings.

The following is a summary of the Company's income tax expense (benefit):

(In Thousands)	Year Ended December 31,		
	2021	2020	2019
Current Income Tax Expense (Benefit):			
Federal	\$ 140	\$ (18,661)	\$ (13,438)
State	6,073	4,458	916
Foreign	998	1,494	467
	7,211	(12,709)	(12,055)
Deferred Income Tax Expense (Benefit):			
Federal	28,505	(97,734)	19,497
State	172	(17,883)	(159)
Foreign	48	(3,576)	(1,112)
	28,725	(119,193)	18,226
Income Tax Expense (Benefit)	\$ 35,936	\$ (131,902)	\$ 6,171

Significant components of the Company's deferred income tax liabilities and assets are as follows:

(In Thousands)	December 31,	
	2021	2020
Deferred Tax Liabilities:		
Lease Merchandise and Property, Plant and Equipment	\$ 196,120	\$ 184,976
Operating Lease Right-of-Use Assets	68,309	57,521
Other, Net	9,842	10,150
Total Deferred Tax Liabilities	274,271	252,647
Deferred Tax Assets:		
Goodwill and Other Intangibles	57,569	63,291
Accrued Liabilities	20,923	19,038
Advance Payments	14,820	15,492
Operating Lease Liabilities	77,041	68,883
Net Operating Losses	15,301	21,616
Other, Net	4,305	8,740
Total Deferred Tax Assets	189,959	197,060
Less Valuation Allowance	—	—
Net Deferred Tax Liabilities	\$ 84,312	\$ 55,587

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The Company's effective tax rate differs from the statutory United States federal income tax rate as follows:

	Year Ended December 31,		
	2021	2020	2019
Statutory Rate	21.0 %	21.0 %	21.0 %
Increases (Decreases) in United States Federal Taxes			
Resulting From:			
State Income Taxes, net of Federal Income Tax Benefit	3.7	3.7	4.8
Other Permanent Differences	0.7	(0.2)	(2.6)
Federal Tax Credits	(1.6)	0.4	(5.2)
NOL Carryback under CARES Act	—	8.7	—
Other, net	0.8	(0.4)	—
Effective Tax Rate	24.6 %	33.2 %	18.0 %

The Company incurred a taxable loss in 2019. Aaron's, Inc. filed a consolidated federal return that included the income of Progressive Finance Holdings, LLC. The Company's taxable loss in 2019 was offset by a portion of Progressive Leasing's 2019 taxable income. Prior to the CARES Act enactment discussed below, a portion of the Company's 2018 net operating loss was to be offset by Progressive Leasing's 2019 taxable income. The current federal tax benefit of \$13.4 million in 2019 was a result of the transfer of net operating losses of \$11.0 million plus federal tax credits of \$2.4 million to Progressive Leasing. Similarly, the Company effectively transferred state tax credits to Progressive Leasing, generating a current state tax benefit, of \$0.7 million in 2019 that was absorbed by Progressive Leasing income reported on combined state returns. In addition, the Company acquired certain state tax attributes related to bonus depreciation tax deductions from the Progressive Leasing segment of Aaron's, Inc., which were recorded as an adjustment to invested capital with a cumulative balance of \$4.0 million as of December 31, 2019.

In response to the global impacts of COVID-19 on U.S. companies and citizens, the government enacted the CARES Act on March 27, 2020. The CARES Act included several tax relief options for companies, including a five-year net operating loss carryback. Aaron's, Inc.'s 2018 consolidated return included losses of the Company and Progressive Leasing. Aaron's, Inc. elected to carryback its 2018 net operating losses of \$242.2 million to offset the Company's 2013 taxable income, thus generating a refund of \$84.4 million and an income tax benefit of \$34.2 million during the year ended December 31, 2020. The tax benefit is the result of the federal income tax rate differential between the current statutory rate of 21% and the 35% rate applicable to 2013. The Company incurred current federal tax expense of \$14.7 million in 2020 related to the transfer of 2018 net operating losses from Progressive Leasing, previously offsetting 2019 taxable income under The Tax Cuts and Jobs Act.

At December 31, 2021, the Company had approximately \$67.9 million of federal tax net operating loss carryforwards, which can be carried forward indefinitely and will not expire and federal tax credit carryforwards of \$1.0 million which will begin to expire in 2031. In addition, at December 31, 2021, the Company had \$0.3 million of tax-effected state net operating loss carryforwards which will begin to expire in 2025.

A valuation allowance has been provided where it is more likely than not that deferred tax assets related to state tax credit carryforwards will not be realized. As of December 31, 2019, the valuation allowance totaled \$3.7 million for state tax credit carryforwards. During 2020, the Company recorded tax benefit of \$0.7 million for a decrease in the valuation allowance. As a result of the separation and distribution transaction, a \$3.0 million decrease in valuation allowance was recorded within invested capital in the consolidated and combined financial statements, since the corresponding tax attributes reported by the Company on a carve-out basis were not transferred to the Company.

The separation and distribution resulted in additional decrease to tax attributes reported by the Company on a carve-out basis that were not transferred to the Company, including foreign tax credit carryforwards of \$4.2 million, tax-effected state net operating losses of \$2.6 million, state tax credit carryforwards of \$5.8 million, and certain state tax attributes related to bonus depreciation tax deductions of \$9.1 million. The decrease in tax attributes was recorded within invested capital in the consolidated and combined financial statements during the year ended December 31, 2020.

During the first quarter of 2020, the Company determined that goodwill was fully impaired and recorded a goodwill impairment loss of \$446.9 million. This impairment is not currently deductible for tax purposes creating additional taxable income and an increase to the goodwill and other intangibles deferred tax asset of \$110 million.

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The Company will file a federal income tax return in the United States and file in various states and foreign jurisdictions. The Company filed its initial U.S. federal income tax return for the year ended December 31, 2020; currently, there are no open IRS examinations. With few exceptions, the Company is no longer subject to foreign and state and local tax examinations by tax authorities for years before 2018.

The following table summarizes the activity related to the Company's uncertain tax positions:

(In Thousands)	Year Ended December 31,		
	2021	2020	2019
Balance at January 1,	\$ 683	\$ 2,350	\$ 2,338
Additions Based on Tax Positions Related to the Current Year	—	149	236
Additions for Tax Positions of Prior Years	—	250	20
Prior Year Reductions	(104)	(108)	(76)
Statute Expirations	(109)	(304)	(168)
Settlements	—	(112)	—
Amounts Transferred to Former Parent	—	(1,542)	—
Balance at December 31,	\$ 470	\$ 683	\$ 2,350

As of December 31, 2021, 2020 and 2019, the amount of uncertain tax benefits that, if recognized, would affect the effective tax rate is \$0.5 million, \$0.7 million and \$2.1 million, respectively, including interest and penalties.

During the years ended December 31, 2021, 2020, and 2019 the Company recognized interest and penalties of zero, \$0.1 million, and \$0.1 million, respectively. The Company had \$0.2 million and \$0.2 million of accrued interest and penalties at December 31, 2021 and 2020, respectively. The Company recognizes potential interest and penalties related to uncertain tax benefits as a component of income tax expense (benefit).

**NOTE 9: COMMITMENTS AND CONTINGENCIES**

***Guarantees***

The Company has guaranteed certain debt obligations of some of its franchisees under a franchise loan program (the "Franchise Loan Facility") as described below with several of the banks in our Revolving Facility. In the event these franchisees are unable to meet their debt service payments or otherwise experience an event of default, the Company would be unconditionally liable for the outstanding balance of the franchisees' debt obligations under the Franchise Loan Facility, which would be due in full within 75 days of the event of default. During the third quarter of 2021, the Company reduced the total commitment under the Franchise Loan Facility from \$25.0 million to \$15.0 million. On November 10, 2021, the Company amended the Franchise Loan Facility to extend the commitment termination date thereunder from November 16, 2021 to November 15, 2022. We are able to request additional 364-day extensions of our Franchise Loan Facility, as long as we are not in violation of any of the covenants under that facility or our Revolving Facility, and no event of default exists under those agreements, until such time as our Revolving Facility expires. We currently expect to include a franchise loan facility as part of any future extension or renewal of our Revolving Facility. At December 31, 2021, the maximum amount that the Company would be obligated to repay in the event franchisees defaulted was \$8.3 million.

The Company has recourse rights to franchisee assets securing the debt obligations, which consist primarily of lease merchandise and fixed assets. Since the inception of the franchise loan program in 1994, the Company's losses associated with the program have been insignificant. However, such losses could be material in a future period due to potential adverse trends in the liquidity and/or financial performance of the Company's franchisees resulting in an event of default or impeding defaults by franchisees. The Company records a liability related to estimated future losses from repaying the franchisees' outstanding debt obligations upon any possible future events of default. This liability is included in accounts payable and accrued expenses in the consolidated balance sheets and was \$2.2 million and \$2.4 million at December 31, 2021 and 2020, respectively. The balances at December 31, 2021 and 2020 included qualitative consideration of potential losses, including uncertainties surrounding the normalization of current and future business trends associated with the COVID-19 pandemic, and the corresponding unknown effect on the operations and liquidity of our franchisees. The Company is subject to financial covenants under the Franchise Loan Facility that are consistent with the Revolving Facility, which are more fully described in Note 7 to these consolidated and combined financial statements.

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***Legal Proceedings***

From time to time, the Company is party to various legal and regulatory proceedings arising in the ordinary course of business, certain of which have been described below. The Company establishes an accrued liability for legal and regulatory proceedings when it determines that a loss is both probable and the amount of the loss can be reasonably estimated. The Company continually monitors its litigation and regulatory exposure and reviews the adequacy of its legal and regulatory reserves on a quarterly basis. The amount of any loss ultimately incurred in relation to matters for which an accrual has been established may be higher or lower than the amounts accrued for such matters due to the inherent uncertainty in litigation, regulatory and similar adversarial proceedings, and substantial losses from these proceedings or the costs of defending them could have a material adverse impact upon the Company's business, financial position, and results of operations.

At December 31, 2021 and 2020, the Company had accrued \$1.7 million and \$0.8 million, respectively, for pending legal and regulatory matters for which it believes losses are probable and is management's best estimate of its exposure to loss. The Company records these liabilities in accounts payable and accrued expenses in the consolidated balance sheets. The Company estimates that the aggregate range of reasonably possible loss in excess of accrued liabilities for such probable loss contingencies is between zero and \$3.0 million.

At December 31, 2021, the Company estimated that the aggregate range of loss for all material pending legal and regulatory proceedings for which a loss is reasonably possible, but less likely than probable (i.e., excluding the contingencies described in the preceding paragraph), is between zero and \$0.5 million. Those matters for which a reasonable estimate is not possible are not included within estimated ranges and, therefore, the estimated ranges do not represent the Company's maximum loss exposure. The Company's estimates for legal and regulatory accruals, aggregate probable loss amounts and reasonably possible loss amounts, are all subject to the uncertainties and variables described above.

***Regulatory Inquiries***

In the first quarter of 2021, Aaron's, LLC, along with a number of other lease-to-own companies, received a subpoena from the California Department of Financial Protection and Innovation (the "DFPI") requesting the production of documents regarding the Company's compliance with state consumer protection laws. The Company is cooperatively engaging with the DFPI in response to its inquiry. Although the Company believes it is in compliance with all applicable consumer protection laws and regulations in California, this inquiry ultimately could lead to an enforcement action and/or a consent order, and substantial costs, including legal fees, fines, penalties, and remediation expenses.

***Other Contingencies***

At December 31, 2021, the Company had non-cancelable commitments primarily related to certain advertising and marketing programs, software licenses, and hardware and software maintenance of \$18.5 million. Payments under these commitments are scheduled to be \$10.0 million in 2022, \$5.7 million in 2023 and \$2.8 million in 2024.

Management regularly assesses the Company's insurance deductibles, monitors litigation and regulatory exposure with the Company's attorneys, and evaluates its loss experience. The Company also enters into various contracts in the normal course of business that may subject it to risk of financial loss if counterparties fail to perform their contractual obligations.

**THE AARON'S COMPANY, INC.**  
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**NOTE 10: RESTRUCTURING**

*Real Estate Repositioning and Optimization Restructuring Program*

During the first quarter of 2020, the Company initiated a real estate repositioning and optimization restructuring program. This program includes a strategic plan to remodel, reposition, and consolidate our Company-operated store footprint over the next three to four years. We believe that such strategic actions will allow the Company to continue to successfully serve our markets while continuing to utilize our growing Aarons.com shopping and servicing platform. Management expects that this strategy, along with our increased use of technology, will enable us to reduce store count while retaining a significant portion of our existing customer relationships as well as attract new customers. Since initiation, the program has resulted in the closure, consolidation, or relocation of 148 Company-operated stores during 2020 and 2021. As of December 31, 2021, we have identified approximately 60 remaining stores for closure, consolidation, or relocation that have not yet been closed and vacated, nearly all of which are expected to close in the first half of 2022. During the year ended December 31, 2020, we also further rationalized our store support center staff, which resulted in a reduction in employee headcount in those areas to more closely align with current business conditions.

Total net restructuring expenses of \$7.7 million were recorded for the year ended December 31, 2021 under the real estate repositioning and optimization restructuring program. Restructuring expenses were comprised mainly of operating lease right-of-use asset and fixed asset impairment charges related to the vacancy or planned vacancy of the stores identified for closure, continuing variable occupancy costs incurred related to closed stores, and losses on the sale of Company-operated stores located in markets we intend to exit in conjunction with our real estate repositioning strategy. Such losses were partially offset by gains related to the sale of vehicle and real estate assets previously impaired in conjunction with the repositioning and optimization program in prior periods.

As management continues to execute on its long-term plan, additional restructuring charges are expected to result from our real estate repositioning and optimization initiatives, primarily related to operating lease right-of-use asset and fixed asset impairments. However, the extent of future restructuring charges is not estimable at this time as the specific relocation sites, with the exception of those sites noted above, have not yet been identified by management. Additionally, we expect future restructuring expenses due to potential future early buyouts of leases with landlords, as well as continuing variable occupancy costs related to closed stores.

*2019 Restructuring Program*

During the first quarter of 2019, the Company initiated a restructuring program to optimize its Company-operated Aaron's store portfolio, which resulted in the closure and consolidation of 155 underperforming Company-operated stores during 2019. The Company also rationalized its store support center and field support staff, which resulted in a reduction in associate headcount in those areas to more closely align with current business conditions.

Total net restructuring expenses of \$1.0 million were recorded by the Company during the year ended December 31, 2021 under the 2019 restructuring program. Restructuring expenses were primarily comprised of continuing variable occupancy costs incurred related to closed stores. Restructuring expenses for the year ended December 31, 2019 also included an impairment charge related to the planned exit from one of our store support buildings and a loss on the sale of six Canadian stores to a third party. These costs were included in restructuring expenses, net in the consolidated and combined statements of earnings. We expect future restructuring expenses due to potential future early buyouts of leases with landlords as well as continuing variable occupancy costs.

*2017 and 2016 Restructuring Programs*

During the years ended December 31, 2017 and 2016, the Company initiated restructuring programs to rationalize its company-operated store base portfolio to better align with marketplace demand. The programs resulted in the closure and consolidation of 139 company-operated stores throughout 2016, 2017, and 2018. The Company also optimized its store support center staff and field support, which resulted in a reduction in associate headcount in those areas to more closely align with current business conditions. Restructuring expenses recorded during the years ended December 31, 2021 and 2020 under these programs were not significant.

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The following table summarizes restructuring charges incurred under the Company's restructuring programs:

(In Thousands)	Year Ended December 31,					
	2021		2020		2019	
Right-of-Use Asset Impairment	\$	4,162	\$	24,722	\$	24,388
Operating Lease Charges		4,827		5,124		4,023
Fixed Asset Impairment		658		6,039		5,238
Severance		262		6,153		3,403
Other Expenses		384		780		1,886
(Gain) Loss on Sale of Store Properties		(1,075)		(274)		1,052
<b>Total Restructuring Expenses, Net<sup>1</sup></b>	<b>\$</b>	<b>9,218</b>	<b>\$</b>	<b>42,544</b>	<b>\$</b>	<b>39,990</b>

<sup>1</sup> Includes expenses related to our 2016 and 2017 restructuring programs, which were not significant during the year ended December 31, 2021.

To date, the Company has incurred charges of \$46.2 million under the 2019 restructuring program, and \$41.6 million under the real estate repositioning and optimization restructuring program. These cumulative charges are primarily comprised of operating lease right-of-use asset and fixed impairment charges, losses recognized related to contractual lease obligations, and severance related to reductions in store support center and field support staff headcount.

The following table summarizes the activity for the year ended December 31, 2021 and the corresponding balance as of December 31, 2021 for the restructuring programs:

(In Thousands)	Severance	
Balance at January 1, 2021	\$	773
Restructuring Severance Charges		262
Payments		(1,035)
Balance at December 31, 2021	\$	—

**NOTE 11: STOCK-BASED COMPENSATION**

*Description of Plans*

Historically, and until the separation and distribution was completed on November 30, 2020, Aaron's employees participated in the Aaron's, Inc.'s stock-based compensation plans, pursuant to which Aaron's Holdings Company, Inc. granted stock options, RSUs, RSAs and PSUs. In connection with the separation and distribution and effective on November 30, 2020, The Aaron's Company, Inc. established its 2020 Equity and Incentive Plan ("the 2020 Plan"), which was approved by the Company's Board of Directors on November 11, 2020. The 2020 Plan was subsequently amended and restated to increase the number of shares available under the 2020 Plan and was approved by the Company's Board of Directors on July 12, 2021 and by the Company's shareholders on August 25, 2021. The purpose of the 2020 Plan is to promote long-term growth and profitability of the Company by providing certain employees and directors with incentives to maximize shareholder value and contribute to the success of the Company. The 2020 Plan also enables the Company to attract, retain and reward outstanding individuals to serve as directors, officers and employees. Under the 2020 Plan, awards may be made to eligible participants in the form of stock options, RSUs, RSAs and PSUs. During the year ended December 31, 2020, no new grants were made under the 2020 Plan except for the conversion of previously granted awards under PROG Holdings equity plans, as discussed below.

Beginning in 2021, as part of the Company's long-term incentive compensation program and pursuant to the Company's 2020 Plan, the Company granted a mix of stock options, time-based restricted stock and performance share units to key executives and managers. As of December 31, 2021, the aggregate number of shares of common stock that may be issued or transferred under the 2020 Plan is 3,415,890.

*Conversion at Separation and Distribution*

In accordance with the terms of the Employee Matters Agreement between The Aaron's Company and PROG Holdings, all unexercised, unissued and/or unvested share-based awards previously granted to The Aaron's Company employees and directors under the Aaron's, Inc. equity plans through the separation and distribution date of November 30, 2020 were converted at the time of distribution to replacement stock options, RSUs, PSUs and RSAs.

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The replacement awards were converted using formulas designed to preserve the intrinsic economic value of the awards after taking into consideration the distribution. The Aaron's Company employees who held unvested RSAs and PSUs of Aaron's Holdings Company, Inc. on the record date of November 27, 2020 that were granted in 2018 or 2019 had the option to elect one of two conversion methods for determining the replacement awards:

a) to receive replacement awards of both The Aaron's Company, Inc. and PROG Holdings, Inc. for the number of whole shares, rounded down to the nearest whole share, of The Aaron's Company, Inc. and PROG Holdings, Inc. common stock that they would have received as a shareholder of Aaron's Holdings Company, Inc. at the date of separation, which is one share of The Aaron's Company for every two shares of PROG Holdings (i.e., "the shareholder method") or

b) to receive only The Aaron's Company replacement awards of an amount determined by a conversion ratio determined by calculating the product of the pre-distribution share price of Aaron's Holdings Company, Inc. and the pre-distribution number of awards being cancelled and replaced pursuant to this conversion, and then dividing this product by the post-distribution volume weighted adjusted three-day average share price of The Aaron's Company, Inc., rounded down to the nearest whole share (i.e., "the employee method").

In accordance with the Employee Matters Agreement, the conversion of RSAs and PSUs that were granted in 2020, as well as substantially all stock options held by the Company's employees, was required to be determined following the employee method rather than being determined by employee election. The conversion of RSUs held by the Company's board of directors was required to be determined following the shareholder method.

Under both the shareholder method and the employee method, the terms and conditions of the converted awards were replicated, and, as necessary, adjusted to ensure that the vesting schedules were unchanged and the awards were converted in accordance with the Employee Matters Agreement. As a result, on the separation date, approximately 2.9 million shares of The Aaron's Company, Inc. common stock (the "converted awards") were converted and deemed issued under the 2020 Plan, as shown in the respective tables below. In connection with the conversion, certain employees and directors of The Aaron's Company have outstanding equity awards of PROG Holdings, which are not reflected in the tables below.

The Company accounted for the conversion of the awards as award modifications in accordance with ASC 718. The Company performed a comparison of the fair value immediately prior to the conversion with the fair value immediately after the conversion, and determined that the conversion of equity awards held by The Aaron's Company employees resulted in incremental compensation expense of \$5.5 million, which reflects the incremental fair value of the converted awards. Of this total amount, \$1.1 million was related to vested but unexercised or unissued equity awards and was recognized immediately on the separation and distribution date. The remaining incremental expense is to be amortized and recognized over the remaining service periods of the respective awards, with an additional \$0.8 million being recognized in December 2020 and \$2.7 million being recognized for the year ended December 31, 2021. The incremental compensation expense associated with the converted award modifications was included as a component of separation costs in the consolidated and combined statements of earnings for the years ended December 31, 2021 and 2020.

*Retirement-related Modifications*

In connection with the completion of the separation and distribution on November 30, 2020, PROG Holdings and the Company entered into a Transition Agreement with the former Chief Executive Officer of Aaron's Holdings Company, Inc., pursuant to which the CEO would retire and transition to become the non-employee Chairman of the Board of Directors of The Aaron's Company, Inc. effective November 30, 2020. The Transition Agreement provided that all unvested stock options, restricted stock awards and performance share units granted to the CEO in prior periods become 100% vested as promptly as practicable following the completion of the separation and distribution. These awards also followed the conversion methodology outlined in the "Conversion at Separation" section above.

The Company concluded that the terms of this Transition Agreement resulted in award modifications under ASC 718 as both the fair value and vesting conditions of the awards had been changed. The modifications resulted in incremental compensation expense allocated to the Company of \$11.0 million related to the conversion and subsequent accelerated vesting of approximately 143,000 restricted stock awards, 356,000 performance units and 831,000 stock options. The total incremental expense resulting from the award modifications was due to a) increases in the fair value of the awards immediately after the modification as compared to the fair value of the awards immediately prior to the modifications and b) the accelerated vesting of all awards following the completion of the separation and distribution, which resulted in the recognition of the full expense immediately on the separation and distribution date. The incremental compensation expense associated with the modification of the CEO was included as a component of retirement charges in the consolidated and combined statements of earnings for the year ended December 31, 2020.



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*Stock-based Compensation Expense*

The stock-based compensation expense recorded by the Company in the periods presented prior to November 30, 2020 includes the expense directly attributable to the Company employees based on the awards and terms previously granted to our employees, as well as the expense associated with the allocation of stock-based compensation expense for PROG Holdings' corporate and shared function employees. For the periods subsequent to November 30, 2020, stock-based compensation expense includes expense related to the converted awards, including the incremental expense associated with the modifications of such awards as discussed above, as well as expense for awards granted as part of the Company's long-term incentive compensation program.

Aaron's has elected a policy to estimate forfeitures in determining the amount of stock compensation expense. Including the incremental expense associated with the modifications discussed above, total long-term incentive stock-based compensation expense recognized by the Company was \$12.8 million, \$24.1 million and \$13.2 million for the years ended December 31, 2021, 2020 and 2019, respectively, which includes the allocation of stock-based compensation expense for PROG Holdings' corporate and shared function employees of \$17.4 million and \$7.8 million during the years ended December 31, 2020 and 2019, respectively. These costs were included as components of personnel costs, separation costs, and retirement charges, as applicable, in the consolidated and combined statements of earnings.

The total income tax benefit recognized in the consolidated and combined statements of earnings for stock-based compensation arrangements was \$3.2 million, \$6.1 million and \$3.3 million in the years ended December 31, 2021, 2020 and 2019, respectively. Benefits of tax deductions in excess of recognized compensation cost, which are included in operating cash flows, were \$0.6 million, \$1.8 million and \$2.5 million for the years ended December 31, 2021, 2020 and 2019, respectively.

As of December 31, 2021, there was \$12.6 million of total unrecognized compensation expense related to non-vested stock-based compensation of directors and employees of The Aaron's Company. This expense, which includes the remaining incremental compensation expense associated with the modifications discussed above, is expected to be recognized by the Company over a period of 1.35 years.

*Stock Options*

The Company did not issue any stock options under the 2020 Plan during the year ended December 31, 2020 other than the options converted in connection with the separation and distribution, as discussed above. Beginning in 2021, as part of the Company's long-term incentive compensation program and pursuant to the Company's 2020 Plan, the Company issued stock options under the 2020 Plan, as shown below.

Under the 2020 Plan, options granted will become exercisable after a period of one to three years and unexercised options lapse 10 years after the date of the grant. The vesting schedules of converted awards were unchanged by the conversion. Unvested options are subject to forfeiture upon termination of service. The Company recognizes compensation expense for options that have a graded vesting schedule on a straight-line basis over the requisite service period. Upon stock option exercises, shares are to be issued by the Company with common stock or from its treasury shares, based on treasury share availability.

For stock options issued under the 2020 Plan, the Company determines the fair value of stock options on the grant date using a Black-Scholes-Merton option pricing model that incorporates expected volatility, expected option life, risk-free interest rates and expected dividend yields. The expected volatility is a weighting based upon a time-weighted average of the Company's historical life-to-date volatility and the historical volatility of a group of similar peers over the most recent period generally commensurate with the expected estimated life of each respective grant, as well as implied volatilities from traded options on the Company's stock. Due to limited Company-specific exercise history following the November 30, 2020 separation and distribution, the expected life of the options is derived utilizing the simplified method, which finds the midpoint of the vesting date and the end of the contractual term. The risk-free interest rates are determined using the implied yield available for zero-coupon United States government issues with a remaining term equal to the expected life of the grant. The expected dividend yields are based on the approved annual dividend rate in effect and market price of the underlying common stock at the time of grant.

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The Company granted 194,000 stock options during the year ended December 31, 2021. The weighted-average fair value of options granted and the weighted-average assumptions used in the Black-Scholes-Merton option pricing model for such grants were as follows:

	2021
Dividend Yield	1.84 %
Expected Volatility	55.73 %
Risk-free Interest Rate	0.87 %
Expected Term (in years)	6.0
Fair Value of Stock Options Granted	\$ 9.56

The table below summarizes the Company's stock option activity for the year ended December 31, 2021:

	Options (In Thousands)	Weighted Average Exercise Price	Weighted Average Remaining Contractual Term (in Years)	Aggregate Intrinsic Value (in Thousands)	Weighted Average Fair Value
Outstanding at January 1, 2021	694	\$ 11.99			
Granted	194	21.76			
Exercised	(100)	12.95			
Forfeited/expired	(21)	13.43			
Outstanding at December 31, 2021	<u>767</u>	14.30	7.42	\$ 7,936	\$ 5.47
Expected to Vest	<u>395</u>	16.84	8.52	3,083	6.84
Exercisable at December 31, 2021	<u>362</u>	11.37	6.17	4,812	3.89

The aggregate intrinsic value amounts in the table above represent the closing price of the Company's common stock on December 31, 2021 in excess of the exercise price, multiplied by the number of in-the-money stock options as of that same date. Options outstanding that are expected to vest are net of estimated future option forfeitures.

The aggregate intrinsic value of options exercised by the Company's employees, which represents the value of The Aaron's Company, Inc. common stock at the time of exercise in excess of the exercise price, was \$1.8 million during the year ended December 31, 2021 and \$4.2 million between November 30, 2020 and December 31, 2020.

The aggregate intrinsic value of options exercised by the Company employees for periods prior to November 30, 2020, which represents the value of Aaron's Holdings Company, Inc. common stock at the time of exercise in excess of the exercise price, was \$1.4 million and \$1.7 million during the years ended December 31, 2020 and 2019, respectively.

The total grant-date fair value of options vested during the year ended December 31, 2021 was \$0.9 million. The total grant-date fair value of options vested during the years ended December 31, 2020 and 2019 (prior to the separation and distribution) was \$3.8 million and \$0.8 million, respectively.

The following table summarizes information about the Company's stock options outstanding at December 31, 2021:

Range of Exercise Prices	Options Outstanding			Options Exercisable	
	Number Outstanding December 31, 2021 (In Thousands)	Weighted Average Remaining Contractual Life (in Years)	Weighted Average Exercise Price	Number Exercisable December 31, 2021 (In Thousands)	Weighted Average Exercise Price
\$0.00-\$10.00	127	4.62	\$ 7.20	127	\$ 7.20
\$10.01-\$20.00	446	7.44	13.07	235	13.61
\$20.01-\$30.00	194	9.17	21.76	—	—
\$0.00-\$30.00	<u>767</u>	7.42	14.30	<u>362</u>	11.37

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***Restricted Stock***

The Company did not issue any restricted stock awards under the 2020 Plan during the year ended December 31, 2020 other than the awards converted in connection with the spin-off, as discussed above. Beginning in 2021, as part of the Company's long-term incentive compensation program and pursuant to the Company's 2020 Plan, the Company issued restricted stock awards under the 2020 Plan, as shown below.

Restricted stock units or restricted stock awards (collectively, "restricted stock") may be granted to Aaron's employees and directors under the 2020 Plan and typically vest over approximately one to three-year periods. The vesting schedules of converted awards were unchanged by the conversion. Restricted stock grants are generally settled in stock and may be subject to one or more objective employment, performance or other forfeiture conditions as established at the time of grant. The Company generally recognizes compensation expense for restricted stock with a graded vesting schedule on a straight-line basis over the requisite service period as restricted stock is generally not subject to performance metrics. Upon vesting, shares are to be issued by the Company with common stock or from its treasury shares, based on treasury share availability. Any shares of restricted stock that are forfeited may again become available for issuance. Certain unvested time-based restricted stock awards entitle participants to vote and accrue dividends, if declared by the Board of Directors, during the vesting period. The accrued dividends for these awards are forfeitable upon termination prior to vesting. As of December 31, 2021, there are approximately 477,000 unvested restricted stock awards that contain voting rights, but are not presented as outstanding on the consolidated balance sheet.

The fair value of restricted stock is generally based on the fair market value of common stock on the date of grant. The fair value of the converted awards was adjusted in accordance with the Employee Matters Agreement and conversion methodology to ensure that the economic value of the awards was unchanged by the conversion.

The following table summarizes information about the Company's restricted stock activity for the year ended December 31, 2021:

	<b>Restricted Stock (In Thousands)</b>	<b>Weighted Average Fair Value</b>
Non-vested at January 1, 2021	417	\$ 14.63
Granted	347	22.89
Vested	(129)	14.06
Forfeited/unearned	(65)	15.69
Non-vested at December 31, 2021	570	19.67

The total vest-date fair value of restricted stock described above that vested during the period was \$3.1 million during the year ended December 31, 2021 and \$2.0 million between November 30, 2020 and December 31, 2020.

The total vest-date fair value of Company employees' restricted stock that vested during the years ended December 31, 2020 and 2019 (prior to the separation and distribution) was \$3.0 million and \$4.9 million, respectively.

***Performance Share Units***

The Company did not issue any performance share awards under the 2020 Plan during the year ended December 31, 2020 other than the awards converted in connection with the spin-off, as discussed above. Beginning in 2021, as part of the Company's long-term incentive compensation program and pursuant to the Company's 2020 Plan, the Company issued performance share awards under the 2020 Plan, as shown below.

For performance share units, which are generally settled in stock, the number of shares earned is determined at the end of the one-year performance period based upon achievement of various performance criteria, which have included adjusted EBITDA, revenue, adjusted pre-tax profit and return on capital metrics. When the performance criteria are met, the award is earned and one-third of the award vests. Another one-third of the earned award is subject to an additional one-year service period and the remaining one-third of the earned award is subject to an additional two-year service period. Upon vesting, shares are to be issued by the Company with common stock or from its treasury shares, based on treasury share availability. The number of performance-based shares which could potentially be issued ranges from zero to 200% of the target award. The vesting schedules and performance achievement levels of converted awards were unchanged by the conversion.

**THE AARON'S COMPANY, INC.**  
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The fair value of performance share units is based on the fair market value of common stock on the date of grant. The fair value of the converted awards was adjusted in accordance with the Employee Matters Agreement and conversion methodology to ensure that the economic value of the awards was unchanged by the conversion. The compensation expense associated with these awards is amortized on an accelerated basis over the vesting period based on the projected assessment of the level of performance that will be achieved and earned. In the event the Company determines it is no longer probable that the minimum performance criteria specified in the plan will be achieved, all previously recognized compensation expense is reversed in the period such a determination is made.

The following table summarizes information about the Company's performance share unit activity for the year ended December 31, 2021:

	Performance Share Units (In Thousands)	Weighted Average Fair Value
Non-vested at January 1, 2021	455	\$ 12.75
Granted	136	27.54
Vested	(161)	13.81
Forfeited/unearned	(57)	12.73
Non-vested at December 31, 2021	373	17.68

The total vest-date fair value of performance share units described above that vested during the period was \$3.9 million during the year ended December 31, 2021 and \$5.3 million between November 30, 2020 and December 31, 2020.

The total vest-date fair value of Company employees' performance share units that vested during the years ended December 31, 2020 and 2019 (prior to the separation and distribution) was \$5.5 million and \$5.6 million, respectively.

***Employee Stock Purchase Plan***

In connection with the separation and distribution and effective on November 30, 2020, The Aaron's Company, Inc. established its Employee Stock Purchase Plan (the "2020 ESPP"), which was approved by the Company's Board of Directors on November 11, 2020. The 2020 ESPP is a tax-qualified plan under Section 423 of the Internal Revenue Code. The purpose of the 2020 ESPP is to encourage ownership of the Company's common stock by eligible employees. Under the 2020 ESPP, eligible employees are allowed to purchase common stock of the Company during six-month offering periods at the lower of: (a) 85% of the closing trading price per share of the common stock on the first trading date of an offering period in which a participant is enrolled; or (b) 85% of the closing trading price per share of the common stock on the last day of an offering period. Employees participating in the 2020 ESPP can contribute up to an amount not exceeding 10% of their base salary and wages up to an annual maximum of \$25,000 in total fair market value of the common stock. The first offering period under the 2020 ESPP began on January 1, 2021. As of December 31, 2021, the aggregate number of shares of common stock that may be issued under the 2020 ESPP was 131,438.

Historically, and until the separation and distribution was completed on November 30, 2020, the Company's employees participated in the Aaron's, Inc. Employee Stock Purchase Plan. The final offering period for the year ended December 31, 2020 was modified to accelerate the purchase date to be prior to the completion of the spin-off. The Company concluded that the acceleration of the purchase date should be considered an award modification under ASC 718 as the fair value of the award had been changed. The Company performed a comparison of fair value immediately before and after modification, noting the post-modification fair value was lower than the pre-modification fair value, resulting in no incremental compensation expense.

The compensation cost related to the ESPP is measured on the grant date based on eligible employees' expected withholdings and is recognized over each six-month offering period. Total compensation cost recognized by the Company in connection with the ESPP was \$0.3 million, \$0.3 million and \$0.2 million for years ended December 31, 2021, 2020 and 2019, respectively. These costs were included as a component of personnel costs in the consolidated and combined statements of earnings. During the year ended December 31, 2021, the Company issued 68,562 shares to the Company employees under the ESPP at a weighted average purchase price of \$18.28. During the year ended December 31, 2020, Aaron's Holdings Company, Inc. issued 25,291 shares to the Company employees at a weighted average purchase price of \$38.55. During the year ended December 31, 2019, Aaron's Holdings Company, Inc. issued 24,782 shares to the Company employees at a purchase price of \$42.21.

**THE AARON'S COMPANY, INC.**  
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**NOTE 12: COMPENSATION ARRANGEMENTS**

***Deferred Compensation***

The Company maintains The Aaron's Company, Inc. Deferred Compensation Plan, which is an unfunded, nonqualified deferred compensation plan for a select group of management, highly compensated employees and non-employee directors. Prior to the separation and distribution date, eligible Aaron's employees participated in the Aaron's, Inc. Deferred Compensation Plan. Following the separation and distribution, the rights and obligations of the plans related to Aaron's employees were transferred from PROG Holdings pursuant to the Employee Matters Agreement. On a pre-tax basis, eligible employees can defer receipt of up to 75% of their base compensation and up to 75% of their incentive pay compensation, and eligible non-employee directors can defer receipt of up to 100% of their cash and stock director fees.

Compensation deferred under the plan is recorded as a deferred compensation liability, which is recorded in accounts payable and accrued expenses in the consolidated balance sheets. The deferred compensation plan liability was \$10.9 million and \$10.5 million as of December 31, 2021 and 2020, respectively. Liabilities under the plan are recorded at amounts due to participants, based on the fair value of participants' selected investments, which consist of equity and debt "mirror" funds. The obligations are unsecured general obligations of the Company and the participants have no right, interest or claim in the assets of the Company, except as unsecured general creditors. The Company has established a rabbi trust to fund obligations under the plan primarily with company-owned life insurance policies. The value of the assets within the rabbi trust, which is primarily the cash surrender value of the life insurance, was \$15.7 million and \$16.1 million as of December 31, 2021 and 2020, respectively, and is included in prepaid expenses and other assets in the consolidated balance sheets. The Company recorded gains related primarily to changes in the cash surrender value of the life insurance plans of \$1.6 million, \$1.7 million, and \$2.1 million during the years ended December 31, 2021, 2020 and 2019, respectively. These gains were recorded within other non-operating income, net in the consolidated and combined statements of earnings.

Benefits of \$2.3 million, \$2.3 million and \$2.9 million were paid to plan participants during the years ended December 31, 2021, 2020 and 2019, respectively. The terms of The Aaron's Company, Inc. deferred compensation plan include a discretionary match. The match allows eligible employees to receive 100% matching by the Company on the first 3% of contributions and 50% on the next 2% of contributions for a total of a 4% match. The annual match is not to exceed \$11,200, \$11,400, and \$11,600 for an individual employee for 2019, 2020, and 2021, respectively, and is subject to a three-year cliff vesting schedule. Deferred compensation expense for the matching contributions was not significant during the periods presented herein.

***401(k) Defined Contribution Plan***

The Company maintains a 401(k) retirement savings plan for employees who meet certain eligibility requirements. Prior to the separation and distribution date, the Company's employees participated in the PROG Holdings Retirement Plan (formerly known as the Aaron's, Inc. Employees Retirement Plan). Following the separation and distribution, assets and liabilities of the PROG Holdings Retirement Plan were transferred to The Aaron's Company, Inc. 401(k) savings plan. The Aaron's Company, Inc. 401(k) savings plan allows employees to contribute up to 75% of their annual compensation in accordance with federal contribution limits with 100% matching by the Company on the first 3% of compensation and 50% on the next 2% of compensation for a total of a 4% match. The Company's expense related to the plan was \$5.6 million in 2021, \$5.3 million in 2020 and \$5.5 million in 2019.

***Employee Stock Purchase Plan***

See Note 11 to these consolidated and combined financial statements for more information regarding the Company's compensatory Employee Stock Purchase Plan.

**THE AARON'S COMPANY, INC.**  
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**NOTE 13: RELATED PARTY TRANSACTIONS**

The Aaron's Company was a related party to PROG Holdings prior to the separation and distribution date. The significant transactions and balances with PROG Holdings prior to the separation and distribution date are further described below.

All intercompany transactions between the Company and PROG Holdings prior to the separation and distribution date were included within invested capital in the historical consolidated balance sheets and were classified as changes in invested capital on the consolidated and combined statements of equity. The total net effect of the settlement of these intercompany transactions is reflected in the consolidated and combined statements of cash flows as a financing activity. The significant components of the net increase (decrease) in invested capital, which includes the transfer of invested capital to additional paid-in-capital upon completion of the separation, for the years ended December 31, 2020, and 2019 were as follows:

(In Thousands)	Year Ended December 31,	
	2020	2019
General financing activities, net	\$ 112,597	\$ (38,052)
Corporate allocations	38,554	27,276
Income tax <sup>1</sup>	(30,372)	22,250
Transfer of Invested Capital to Additional Paid-in-Capital	(714,356)	—
Net (decrease) increase in Invested Capital	\$ (593,577)	\$ 11,474

<sup>1</sup> See Note 8 to these consolidated and combined financial statements for more information regarding the Company's income taxes.

***Corporate Allocations***

The Company's previous operating model included a combination of standalone and combined business functions with PROG Holdings. The consolidated and combined financial statements in this Annual Report include corporate allocations through the separation and distribution date for expenses related to activities that were previously provided on a centralized basis within PROG Holdings, which were primarily expenses related to executive management, finance, treasury, tax, audit, legal, information technology, human resources and risk management functions and the related benefit cost associated with such functions, including stock-based compensation. See Note 11 to these consolidated and combined financial statements for more information regarding stock-based compensation. Corporate allocations during the year ended December 31, 2020 also include expenses related to the separation and distribution. These expenses have been allocated to the Company based on direct usage or benefit where specifically identifiable, with the remainder allocated primarily on a pro rata basis using an applicable measure of revenues, headcount or other relevant measures. The Company considers these allocations to be a reasonable reflection of the utilization of services or the benefit received. These allocated expenses are included within personnel costs and other operating expenses, net in the consolidated and combined statements of earnings and as an increase to invested capital in the consolidated balance sheets. General corporate expenses allocated to the Company during the years ended December 31, 2020 and 2019 were \$38.6 million and \$27.3 million, respectively.

Management believes the assumptions regarding the allocation of general corporate expenses from PROG Holdings are reasonable. However, the consolidated and combined financial statements may not include all of the actual expenses that would have been incurred and may not reflect the Company's consolidated and combined results of operations, financial position and cash flows had it been a standalone company during the periods presented. Actual costs that would have been incurred if the Company had been a standalone company would depend on multiple factors, including organization structure and various other strategic decisions.

***Post-Separation Arrangements***

In connection with the separation and distribution, the Company entered into the following agreements with PROG Holdings, which (i) govern the separation and our relationship with PROG Holdings after the separation, and (ii) provide for the allocation between the two companies of PROG Holdings' assets, employees, liabilities and obligations (including its investments, property and employee benefits and tax-related assets and liabilities) attributable to periods prior to, at, and after the separation.

- The separation and distribution Agreement. This agreement identifies certain transfers of assets and assumptions of liabilities in connection with the spin-off transaction and provides for when and how these transfers and assumptions will occur. The separation and distribution Agreement also provides for the settlement or extinguishment of certain liabilities and other obligations between the Company and PROG Holdings.

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- **Transition Services Agreement.** Under the terms of this agreement, both the Company and PROG Holdings will provide specified services to one another for a period of time not to exceed twelve months to help ensure an orderly transition following the separation and distribution. The services to be provided include certain information technology services, finance, tax and accounting services, fleet management support and human resource and employee benefits services. The party receiving each service is required to pay to the party providing the service a fee equal to the cost of service specified for each service, which is billed on a monthly basis. The agreed-upon charges for such services are generally intended to allow the party providing the service to recover all costs and expenses of providing such services. Amounts incurred and due to or from PROG Holdings for transition services were not significant during the years ended December 31, 2021 and 2020.
- **Employee Matters Agreement.** This agreement allocates certain assets, liabilities and responsibilities relating to employment matters, employee compensation, benefits plans and programs, and other related matters. The Employee Matters Agreement governs certain compensation and employee benefit obligations with respect to the current and former employees and non-employee directors of each company.
- **Tax Matters Agreement.** This agreement governs the parties' respective rights, responsibilities and obligations after the separation and distribution with respect to taxes (including taxes arising in the ordinary course of business and taxes, if any, incurred as a result of any failure of the separation and distribution and certain related transactions to qualify as tax-free for U.S. federal income tax purposes), tax attributes, the preparation and filing of tax returns, tax elections, the control of audits and other tax proceedings and assistance and cooperation in respect of tax matters.
- **Assignment Agreement.** Pursuant to the Assignment Agreement, Progressive Leasing conveyed to Aaron's, LLC an undivided and equal ownership interest in certain software related to Progressive Leasing's digital decisioning platform (the "Shared Software"). Progressive Leasing also conveyed to Aaron's, LLC all of Progressive Leasing's interest in certain software models related to the Shared Software, and Aaron's, LLC conveyed certain data to Progressive Leasing under the Assignment Agreement.

**NOTE 14: QUARTERLY FINANCIAL INFORMATION (UNAUDITED)**

The following tables show selected unaudited quarterly results of operations for the years ended December 31, 2021 and 2020. The quarterly data has been prepared on the same basis as the audited annual financial statements as further described in Note 1 to these consolidated and combined financial statements.

(In Thousands, Except Per Share Data)	First Quarter	Second Quarter	Third Quarter	Fourth Quarter
<b>Year Ended December 31, 2021</b>				
Revenues	\$ 481,054	\$ 467,495	\$ 452,153	\$ 444,802
Gross Profit <sup>1</sup>	303,068	294,680	284,642	277,099
Earnings Before Income Taxes	48,649	44,344	32,808	20,069
Net Earnings	36,323	32,975	24,348	16,288
Earnings Per Share	1.06	0.98	0.75	0.52
Earnings Per Share Assuming Dilution	1.04	0.95	0.73	0.50
<b>Year Ended December 31, 2020</b>				
Revenues	\$ 432,831	\$ 430,955	\$ 440,961	\$ 430,172
Gross Profit <sup>1</sup>	267,247	263,921	279,564	272,810
(Loss) Earnings Before Income Taxes	(470,261)	29,424	40,081	\$ 2,942
(Loss) Net Earnings	(323,774)	22,374	32,613	2,875
(Loss) Earnings Per Share <sup>2</sup>	(9.57)	0.66	0.96	0.08
(Loss) Earnings Per Share Assuming Dilution <sup>2</sup>	(9.57)	0.66	0.96	0.08

<sup>1</sup> Gross profit is the sum of total revenues less total cost of revenues.

<sup>2</sup> The Company's basic earnings per share calculations for the periods prior to the separation and distribution assumes that the weighted average number of common shares outstanding was 33,841,624, which is the number of shares distributed to shareholders on the separation and distribution date, November 30, 2020. The same number of shares was used in the

**THE AARON'S COMPANY, INC.**  
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calculation of diluted earnings per share for the periods prior to the separation and distribution, as there were no equity awards of The Aaron's Company, Inc. outstanding prior to the distribution date.

The comparability of the Company's quarterly financial results during 2021 and 2020 was impacted by certain events, as described below on a pre-tax basis:

- The first quarter of 2020 included a \$446.9 million loss to record the full impairment of the Company's goodwill balance as of March 31, 2020 and a \$14.1 million charge related to an early termination fee for a sales and marketing agreement.
- The first, second, third and fourth quarters of 2021 included net restructuring charges of \$3.4 million, \$1.8 million, \$2.9 million, and \$1.1 million, respectively. The first, second, third and fourth quarters of 2020 included net restructuring charges of \$22.3 million, \$7.0 million, \$4.0 million and \$9.2 million, respectively. The restructuring activity in these periods consists primarily of operating lease right-of-use asset and fixed asset impairment charges related to the vacancy or planned vacancy of the stores identified for closure, continuing variable occupancy costs incurred related to closed stores and severance related to reductions in store support center and field support staff headcount. Refer to Note 10 to these consolidated and combined financial statements for further details of restructuring activity.
- The third and fourth quarters of 2020 included retirement charges of \$0.5 million and \$12.1 million, respectively. These charges are primarily associated with the retirement of the former Chief Executive Officer of Aaron's Holdings Company, Inc., as well as costs associated with the planned retirement of certain executive-level employees in connection with the separation and distribution. See Note 11 to these consolidated and combined financial statements for further details of retirement charges recognized during the fourth quarter of 2020 associated with the retirement of the Chief Executive Officer.
- The first, second, third and fourth quarters of 2021 include separation costs of \$4.4 million, \$1.2 million, \$0.4 million and \$0.7 million, respectively. The third and fourth quarters of 2020 included separation costs of \$1.2 million and \$7.0 million, respectively. These costs represent expenses associated with the separation and distribution, including employee-related costs, incremental stock-based compensation expense associated with the conversion and modification of unvested and unexercised equity awards, and other one-time expenses incurred by the Company in order to begin operating as an independent, separate publicly traded entity.
- The fourth quarter of 2020 included a loss on debt extinguishment of \$4.1 million related to the full repayment of the outstanding borrowings of \$285.0 million under the previous Aaron's, Inc. revolving credit and term loan agreement and senior unsecured notes in conjunction with the separation and distribution as further described in Note 7 to these consolidated and combined financial statements.

**NOTE 15: SUBSEQUENT EVENT**

On February 23, 2022, the Company entered into a definitive agreement to acquire a 100% ownership of Interbond Corporation of America, doing business as BrandsMart U.S.A. ("BrandsMart"). Founded in 1977, BrandsMart is one of the leading appliance and consumer electronics retailers in the southeast United States and one of the largest appliance retailers in the country with ten stores in Florida and Georgia and a growing e-commerce presence on brandsmartusa.com. Under the terms of the agreement, total consideration is approximately \$230 million in cash, subject to certain closing adjustments, and the transaction is expected to close in the second quarter of 2022. The transaction remains subject to customary closing conditions, including obtaining applicable regulatory approvals.

This transaction is intended to be funded through a combination of cash on hand, borrowings on the Company' senior unsecured revolving credit facility, as further described in Note 7 to these consolidated and combined financial statements, and additional debt financing. Concurrent with the signing of the transaction agreement, the Company entered into a debt commitment letter dated February 23, 2022 for a \$200.0 million five year term loan maturing on November 9, 2025, with an initial interest rate tied to the Secured Overnight Financing Rate ("SOFR") plus 1.75%.



**ITEM 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE**

None.

**ITEM 9A. CONTROLS AND PROCEDURES**

**Disclosure Controls and Procedures**

An evaluation of Aaron's disclosure controls and procedures, as defined in Rule 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934, was carried out by management, with the participation of the Chief Executive Officer (CEO) and Chief Financial Officer (CFO), as of the end of the period covered by this Annual Report on Form 10-K. Based on management's evaluation, the CEO and CFO concluded that the Company's disclosure controls and procedures were effective as of December 31, 2021 to provide reasonable assurance that the objectives of disclosure controls and procedures are met.

**Reports of Management and Independent Registered Public Accounting Firm on Internal Control Over Financial Reporting**

Management has assessed, and the Company's independent registered public accounting firm, Ernst & Young LLP, has audited, the Company's internal control over financial reporting as of December 31, 2021. The unqualified reports of management and Ernst & Young LLP thereon are included in Item 8 of this Annual Report on Form 10-K and are incorporated by reference herein.

**Changes in Internal Control Over Financial Reporting**

There were no changes in the Company's internal control over financial reporting, as defined in Rule 13a-15(f) under the Securities Exchange Act of 1934, during the Company's fourth fiscal quarter of 2021 that have materially affected, or are reasonably likely to materially affect, the Company's internal control over financial reporting.

**ITEM 9B. OTHER INFORMATION**

None.

**ITEM 9C. DISCLOSURE REGARDING FOREIGN JURISDICTIONS THAT PREVENT INSPECTIONS**

Not applicable.

## PART III

### ITEM 10. DIRECTORS, EXECUTIVE OFFICERS OF THE REGISTRANT AND CORPORATE GOVERNANCE

The information required in response to this Item is contained under the captions "Nominees to Serve as Directors (Class II Directors)," "Continuing Directors (Class I and Class III Directors)" "Executive Officers Who Are Not Directors," "Communicating with the Board of Directors and Corporate Governance Documents," and "Composition, Meetings and Committees of the Board of Directors" in the Proxy Statement to be filed with the SEC pursuant to Regulation 14A. These portions of the Proxy Statement are hereby incorporated by reference.

We have adopted a written code of business conduct and ethics that applies to all our directors, officers and team members, including our principal executive officer, principal financial officer, principal accounting officer or controller and other executive officers identified pursuant to this Item 10 who perform similar functions, which we refer to as the Selected Officers. The code is posted on our investor website at <http://www.investor.aarons.com>. We will disclose any material changes in or waivers from our code of business conduct and ethics applicable to any Selected Officer on our investor website at <http://www.investor.aarons.com> or by filing a Form 8-K.

### ITEM 11. EXECUTIVE COMPENSATION

The information required in response to this Item is contained under the captions "Compensation Discussion and Analysis," "Summary Compensation Table," "Grants of Plan Based Awards in Fiscal Year 2021," "Outstanding Equity Awards at 2021 Fiscal Year-End," "Option Exercises and Stock Vested in Fiscal Year 2021," "Non-Qualified Deferred Compensation as of December 31, 2021," "Potential Payments Upon Termination or Change in Control," "Non-Management Director Compensation in 2021," "Employment Agreements with Named Executive Officers," "Annual Cash Incentive Awards," "The Aaron's Company, Inc. Amended and Restated 2020 Equity and Incentive Plan," "Compensation Committee Interlocks and Insider Participation" and "Compensation Committee Report" in the Proxy Statement. These portions of the Proxy Statement are hereby incorporated by reference.

### ITEM 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED STOCKHOLDER MATTERS

The information required in response to this Item is contained under the captions "Beneficial Ownership of Common Stock" and "Securities Authorized for Issuance under Equity Compensation Plans" in the Proxy Statement. These portions of the Proxy Statement are hereby incorporated by reference.

### ITEM 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS, AND DIRECTOR INDEPENDENCE

The information required in response to this Item is contained under the captions "Certain Relationships and Related Transactions" and "Composition, Meetings and Committees of the Board of Directors" in the Proxy Statement. These portions of the Proxy Statement are hereby incorporated by reference.

### ITEM 14. PRINCIPAL ACCOUNTANT FEES AND SERVICES

The information required in response to this Item is contained under the caption "Audit Matters" in the Proxy Statement. This portion of the Proxy Statement is hereby incorporated by reference.

## PART IV

### ITEM 15. EXHIBITS, FINANCIAL STATEMENTS and SCHEDULES

#### a) 1. FINANCIAL STATEMENTS

The following financial statements and notes thereto of The Aaron's Company, Inc. and the related Report of Independent Registered Public Accounting Firm are set forth in Item 8.

Consolidated Balance Sheets—December 31, 2021 and 2020

Consolidated and Combined Statements of Earnings—Years ended December 31, 2021, 2020 and 2019

Consolidated and Combined Statements of Comprehensive Income (Loss)—Years ended December 31, 2021, 2020 and 2019

Consolidated and Combined Statements of Equity—Years ended December 31, 2021, 2020 and 2019

Consolidated and Combined Statements of Cash Flows—Years ended December 31, 2021, 2020 and 2019

Notes to Consolidated and Combined Financial Statements

Report of Independent Registered Public Accounting Firm (PCAOB ID: 42)

#### 2. FINANCIAL STATEMENT SCHEDULES

All schedules for which provision is made in the applicable accounting regulations of the SEC have been omitted because they are not applicable, or the required information is included in the financial statements or notes thereto.

#### 3. EXHIBITS

EXHIBIT NO.	DESCRIPTION OF EXHIBIT
	<b><i>Plan of acquisition, reorganization, arrangement, liquidation or succession</i></b>
2.1	<a href="#"><u>Separation and Distribution Agreement, dated as of November 29, 2020, by and between PROG Holdings, Inc. (formerly Aaron's Holdings Company, Inc.) and The Aaron's Company, Inc. (incorporated by reference to Exhibit 2.1 of the Registrant's Current Report on Form 8-K filed with the SEC on December 1, 2020).</u></a>
2.2	<a href="#"><u>Agreement and Plan of Merger, dated as of May 1, 2020, among Aaron's, Inc., PROG Holdings, Inc. (formerly Aaron's Holdings Company, Inc.) and Aaron's Merger Sub, Inc. (incorporated by reference to Exhibit 2.2 of the Registrant's Annual Report on Form 10-K for the year ended December 31, 2020, filed with the SEC on February 23, 2021).</u></a>
	<b><i>Articles of Incorporation and Bylaws</i></b>
3.1	<a href="#"><u>Amended and Restated Articles of Incorporation of The Aaron's Company, Inc. (incorporated by reference to Exhibit 3.1 of the Registrant's Current Report on Form 8-K filed with the SEC on December 1, 2020).</u></a>
3.2	<a href="#"><u>Amended and Restated Bylaws of The Aaron's Company, Inc. (incorporated by reference to Exhibit 3.2 of the Registrant's Current Report on Form 8-K filed with the SEC on December 1, 2020).</u></a>
	<b><i>Instruments Defining the Rights of Security Holders, Including Indentures</i></b>
4.1*	<a href="#"><u>Description of Registrant's Securities Registered Pursuant to Section 12 of the Securities Exchange Act of 1934.</u></a>
	<b><i>Material Contracts</i></b>
10.1	<a href="#"><u>Transition Services Agreement, dated as of November 29, 2020, by and between PROG Holdings, Inc. (formerly Aaron's Holdings Company, Inc.) and The Aaron's Company, Inc. (incorporated by reference to Exhibit 10.1 of the Registrant's Current Report on Form 8-K filed with the SEC on December 1, 2020).</u></a>
10.2	<a href="#"><u>Tax Matters Agreement, dated as of November 29, 2020, by and between PROG Holdings, Inc. (formerly Aaron's Holdings Company, Inc.) and The Aaron's Company, Inc. (incorporated by reference to Exhibit 10.2 of the Registrant's Current Report on Form 8-K filed with the SEC on December 1, 2020).</u></a>
10.3	<a href="#"><u>Employee Matters Agreement, dated as of November 29, 2020, by and between PROG Holdings, Inc. (formerly Aaron's Holdings Company, Inc.) and The Aaron's Company, Inc. (incorporated by reference to Exhibit 10.3 of the Registrant's Current Report on Form 8-K filed with the SEC on December 1, 2020).</u></a>

- 10.4 [Assignment Agreement, dated as of November 29, 2020, by and among Prog Leasing, LLC, Aaron's, LLC and The Aaron's Company, Inc. \(incorporated by reference to Exhibit 10.4 of the Registrant's Current Report on Form 8-K filed with the SEC on December 1, 2020\).](#)
- 10.5 [Credit Agreement among Aaron's, LLC, The Aaron's Company, Inc. \(formerly Aaron's SpinCo, Inc.\), the several banks and other financial institutions from time to time party there and Truist Bank, as administrative agent, dated November 9, 2020 \(incorporated by reference to Exhibit 10.5 of the Registrant's Current Report on Form 8-K filed with the SEC on December 1, 2020\).](#)
- 10.6 [Loan Facility Agreement and Guaranty among Aaron's, LLC, The Aaron's Company, Inc., the participants from time to time party thereto and Truist Bank, as servicer, dated November 17, 2020 \(incorporated by reference to Exhibit 10.6 of the Registrant's Current Report on Form 8-K filed with the SEC on December 1, 2020\).](#)
- 10.7 [Assumption Agreement between Aaron's, Inc. and PROG Holdings, Inc. \(formerly Aaron's Holdings Company, Inc.\), dated as of October 16, 2020, among Aaron's, Inc., Aaron's Holdings Company, Inc. and Aaron's Merger Sub, Inc. \(incorporated by reference to Exhibit 10.1 of the Registrant's Current Report on Form 8-K filed with the SEC on October 16, 2020\).](#)
- 10.8 [First Amendment to the Credit Agreement among Aaron's, LLC, The Aaron's Company, Inc. \(formerly Aaron's SpinCo, Inc.\), the several banks and other financial institutions from time to time party thereto and Truist Bank, as administrative agent, dated October 22, 2021 \(incorporate by reference to Exhibit 10.3 to the Registrant's Quarterly Report on Form 10-Q filed with the SEC on October 26, 2021\).](#)
- 10.9\* [Amendment to the Loan Facility Agreement and Guaranty among Aaron's, LLC, The Aaron's Company, Inc., the participants from time to time party thereto and Truist Bank, as servicer, dated November 10, 2021.](#)

***Management Contracts and Compensatory Plans or Arrangements***

- 10.10 [Aaron's 401\(k\) Retirement Plan \(incorporated by reference to Exhibit 99.1 to the Registrant's Registration Statement on Form S-8 \(333-252198\) filed with the SEC on January 19, 2021\).](#)
- 10.11 [The Aaron's Company, Inc. Compensation Plan for Non-Employee Directors, as amended, dated November 30, 2020 \(incorporated by reference to Exhibit 10.7 of the Registrant's Current Report on Form 8-K filed with the SEC on December 1, 2020\).](#)
- 10.12 [First Amendment to The Aaron's Company, Inc. Compensation Plan for Non-Employee Directors, effective as of January 1, 2021. \(incorporated by reference to Exhibit 10.10 of the Registrant's Annual Report on Form 10-K filed with the SEC on February 23, 2021\).](#)
- 10.13 [Executive Severance Pay Plan of The Aaron's Company, Inc. \(as amended and restated\) \(incorporated by reference to Exhibit 10.8 of the Registrant's Current Report on Form 8-K filed with the SEC on December 1, 2020\).](#)
- 10.14 [First Amendment to the Executive Severance Pay Plan of The Aaron's Company, Inc. \(as amended and restated\), effective January 27, 2021 \(incorporated by reference to Exhibit 10.12 of the Registrant's Annual Report on Form 10-K for the year ended December 31, 2020, filed with the SEC on February 23, 2021\).](#)
- 10.15 [The Aaron's Company, Inc. 2020 Equity and Incentive Plan \(incorporated by reference to Exhibit 99.1 to the Registrant's Registration Statement on Form S-8 \(333-250900\) filed with the SEC on November 19, 2020\).](#)
- 10.16\*\* [Form of Executive Performance Share Award Agreement under the Aaron's, Inc. 2015 Equity and Incentive Plan \(incorporated by reference to Exhibit 10.14 of the Registrant's Annual Report on Form 10-K for the year ended December 31, 2020, filed with the SEC on February 23, 2021\).](#)
- 10.17\*\* [Amendment to Form of Executive Performance Share Award Agreement under the Aaron's, Inc. 2015 Equity and Incentive Plan \(incorporated by reference to Exhibit 10.15 of the Registrant's Annual Report on Form 10-K for the year ended December 31, 2020, filed with the SEC on February 23, 2021\).](#)
- 10.18\*\* [Form of Restricted Stock Award Agreement under the Aaron's, Inc. 2015 Equity and Incentive Plan \(incorporated by reference to Exhibit 10.16 of the Registrant's Annual Report on Form 10-K for the year ended December 31, 2020, filed with the SEC on February 23, 2021\).](#)
- 10.19\*\* [Form of Director Restricted Stock Unit Award Agreement under the Aaron's, Inc. 2015 Equity and Incentive Plan \(incorporated by reference to Exhibit 10.17 of the Registrant's Annual Report on Form 10-K for the year ended December 31, 2020, filed with the SEC on February 23, 2021\).](#)
- 10.20 [The Aaron's Company, Inc. Employee Stock Purchase Plan \(incorporated by reference to Exhibit 99.2 to the Registrant's Registration Statement on Form S-8 \(333-250900\) filed with the SEC on November 19, 2020\).](#)
- 10.21 [The Aaron's Company, Inc. Deferred Compensation Plan \(incorporated by reference to Exhibit 99.3 to the Registrant's Registration Statement on Form S-8 \(333-250900\) filed with the SEC on November 19, 2020\).](#)
- 10.22 [Amended and Restated Severance and Change-in-Control Agreement by and between The Aaron's Company, Inc. and Douglas A. Lindsay, dated as of November 30, 2020 \(incorporated by reference to Exhibit 10.10 of the Registrants Current Report on Form 8-K filed with the SEC on December 1, 2020\).](#)

- 10.23 [Amended and Restated Severance and Change-in-Control Agreement by and between The Aaron's Company, Inc. and Kelly Wall, dated as of November 30, 2020 \(incorporated by reference to Exhibit 10.11 of the Registrants Current Report on Form 8-K filed with the SEC on December 1, 2020\).](#)
- 10.24 [Offer letter of Rachel G. George \(incorporated by reference to Exhibit 10.22 of the Registrant's Annual Report on Form 10-K for the year ended December 31, 2020, filed with the SEC on February 23, 2021\).](#)
- 10.25 [Completion Bonus Agreement of Robert Sinclair, dated August 6, 2020 \(incorporated by reference to Exhibit 10.23 of the Registrant's Annual Report on Form 10-K for the year ended December 31, 2020, filed with the SEC on February 23, 2021\).](#)
- 10.26 [Transition Agreement, dated as of November 30, 2020, by and among PROG Holdings, Inc. \(formerly Aaron's Holdings Company, Inc.\), Aaron's, LLC, The Aaron's Company, Inc., John W. Robinson III and Progressive Finance Holdings, LLC \(solely for purposes of Section 1\(a\), 15 and 18\) \(incorporated by reference to Exhibit 10.12 of the Registrant's Current Report on Form 8-K filed with the SEC on December 1, 2020\).](#)
- 10.27 [Form of Indemnification Agreement \(incorporated by reference to Exhibit 10.9 of the Registrant's Current Report on Form 8-K filed with the SEC on December 1, 2020\).](#)
- 10.28 [The Aaron's Company, Inc. Compensation Plan for Non-Employee Directors, as amended and restated, dated May 5, 2021 \(incorporated by reference to Exhibit 10.1 to the Registrant's Quarterly Report on Form 10-Q filed with the SEC on July 27, 2021\).](#)
- 10.29\* [The Aaron's Company, Inc. Compensation Plan for Non-Employee Directors, as amended and restated, effective January 1, 2022.](#)
- 10.30 [The Aaron's Company, Inc. Amended and Restated 2020 Equity and Incentive Plan \(incorporated by reference to Appendix A of the Registrant's Definitive Proxy Statement on Schedule 14A \(Commission File No. 001-39681\), as filed with the SEC on July 14, 2021\).](#)
- 10.31\* [Form of Director Restricted Stock Unit Award Agreement under The Aaron's Company, Inc. Amended and Restated 2020 Equity and Incentive Plan.](#)
- 10.32\* [Form of Restricted Stock Award Agreement under The Aaron's Company, Inc. Amended and Restated 2020 Equity and Incentive Plan.](#)
- 10.33\* [Form of Executive Performance Share Award Agreement under The Aaron's Company, Inc. Amended and Restated 2020 Equity and Incentive Plan.](#)

***Other Exhibits and Certifications***

- 21\* [Subsidiaries of the Registrant.](#)
- 23\* [Consent of Ernst & Young LLP.](#)
- 31.1\* [Certification of the Chief Executive Officer of The Aaron's Company, Inc. pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.](#)
- 31.2\* [Certification of the Chief Financial Officer of The Aaron's Company, Inc. pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.](#)
- 32.1\* [Certification of the Chief Executive Officer of The Aaron's Company, Inc. furnished herewith pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.](#)
- 32.2\* [Certification of the Chief Financial Officer of The Aaron's Company, Inc. furnished herewith pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.](#)
- 101.INS XBRL Instance Document - The instance document does not appear in the interactive data file because its XBRL tags are embedded within the inline XBRL document.
- 101.SCH XBRL Taxonomy Extension Schema Document
- 101.CAL XBRL Taxonomy Extension Calculation Linkbase Document
- 101.DEF XBRL Taxonomy Extension Definition Linkbase Document
- 101.LAB XBRL Taxonomy Extension Labels Linkbase Document
- 101.PRE XBRL Taxonomy Extension Presentation Linkbase Document
- 104 Cover Page Interactive Data File (formatted as Inline XBRL and embedded within Exhibit 101)

† The Company hereby agrees to furnish supplementally a copy of any omitted schedule or exhibit to the SEC upon the request of the SEC.

\* Filed herewith.

\*\* Certain equity awards under this form of agreement were granted by Aaron's, Inc. prior to the spin-off of the Company from PROG Holdings, Inc. Such awards were adjusted pursuant to the Employee Matters Agreement between the Company and PROG Holdings, Inc. to relate to the Company's common stock and are generally subject to the same terms and conditions as this form of agreement.

**(b) EXHIBITS**

The exhibits listed in Item 15(a)(3) are included elsewhere in this Report.

**(c) FINANCIAL STATEMENTS AND SCHEDULES**

The financial statements listed in Item 15(a)(1) are included in Item 8 in this Report.

## SIGNATURES

Pursuant to the requirements of Section 13 or 15 (d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized, on February 23, 2022.

### The Aaron's Company, Inc.

By:           /s/ C. Kelly Wall  
C. Kelly Wall  
Chief Financial Officer

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the registrant and in the capacities indicated on February 23, 2022.

<u>SIGNATURE</u>	<u>TITLE</u>
<u>          /s/ Douglas A. Lindsay</u>	Chief Executive Officer and Director (Principal Executive Officer)
<u>          Douglas A. Lindsay</u>	
<u>          /s/ C. Kelly Wall</u>	Chief Financial Officer (Principal Financial Officer)
<u>          C. Kelly Wall</u>	
<u>          /s/ Douglass L. Noe</u>	Vice President and Corporate Controller (Principal Accounting Officer)
<u>          Douglass L. Noe</u>	
<u>          /s/ Laura N. Bailey</u>	Director
<u>          Laura N. Bailey</u>	
<u>          /s/ Kelly H. Barrett</u>	Director
<u>          Kelly H. Barrett</u>	
<u>          /s/ Walter G. Ehmer</u>	Director
<u>          Walter G. Ehmer</u>	
<u>          /s/ Hubert L. Harris, Jr.</u>	Director
<u>          Hubert L. Harris, Jr.</u>	
<u>          /s/ Timothy A. Johnson</u>	Director
<u>          Timothy A. Johnson</u>	
<u>          /s/ Marvonia P. Moore</u>	Director
<u>          Marvonia P. Moore</u>	
<u>          /s/ John W. Robinson, III</u>	Director
<u>          John W. Robinson, III</u>	

## **Description of The Aaron's Company, Inc. Securities Registered Pursuant to Section 12 of the Securities Exchange Act of 1934**

The following description of the common stock of The Aaron's Company (the "Company," "we," "us" or "our") summarizes certain provisions of our amended and restated articles of incorporation, as amended (our "articles of incorporation"), our amended and restated bylaws (our "bylaws") and applicable provisions of Georgia law. This summary is not complete and is subject to and qualified in its entirety by reference to the complete text of our articles of incorporation and our bylaws, each of which are filed as exhibits to this Annual Report on Form 10-K, and applicable provisions of Georgia law. You should read these documents for additional information regarding our common stock that may be important to you.

### **Overview**

We are authorized under our articles of incorporation to issue 112,500,000 shares of common stock, par value \$0.50 per share, and 500,000 shares of preferred stock, par value \$1.00 per share. Based on the advice of counsel, our issued and outstanding shares of common stock are validly issued, fully paid and nonassessable.

Each holder of our common stock is entitled to one vote per share in the election of directors and on all other materials submitted to a vote of our shareholders. There are no cumulative voting rights, meaning that the holders of a majority of the shares of our common stock voting for the election of directors can elect all of the directors standing for election.

Subject to the rights of the holders of any series of our preferred stock that may be outstanding from time to time, each share of our common stock will have an equal and ratable right to receive dividends as may be declared by the our board of directors out of funds legally available for the payment of dividends, and, in the event of our liquidation, dissolution or winding up, will be entitled to share equally and ratably in the assets available for distribution to our stockholders. No holder of our common stock will have any preemptive or other subscription rights to purchase or subscribe for any of our securities. In addition, holders of our common stock have no conversion rights, and there are no redemption or sinking fund provisions applicable to our common stock.

Our common stock is traded on the New York Stock Exchange under the trading symbol "AAN." The transfer agent for our common stock is Computershare Shareholder Services LLC.

### **Anti-Takeover Effects of Aaron's Articles of Incorporation and Bylaws and under Georgia Law**

Our articles of incorporation and bylaws, as well as the Georgia Business Corporation Code, contain provisions that could delay or make more difficult the acquisition of control of us through a hostile tender offer, open market purchases, proxy contest, merger or other takeover attempt that a shareholder might consider in his or her best interest, including those attempts that might result in a premium over the market price of our common stock.

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### ***Authorized but Unissued Capital Stock***

We have an aggregate 112,500,000 authorized shares of common stock and 500,000 authorized shares of preferred stock. One of the consequences of our authorized but unissued common stock and undesignated preferred stock may be to enable our board of directors to make it more difficult or to discourage an attempt to obtain control of us. If, in the exercise of its fiduciary obligations, our board of directors determined that a takeover proposal was not in our best interest, our board of directors could authorize the issuance of those shares without stockholder approval, subject to limits imposed by the New York Stock Exchange. The shares could be issued in one or more transactions that might prevent or make the completion of a proposed change of control transaction more difficult or costly by, among other things:

- diluting the voting or other rights of the proposed acquiror or insurgent shareholder group;
- creating a substantial voting block in institutional or other hands that might undertake to support the position of the incumbent board;  
or
- effecting an acquisition that might complicate or preclude the takeover.

In this regard, our articles of incorporation grants our board of directors broad power to establish the rights and preferences of the authorized and unissued preferred stock. Our board of directors could establish one or more series of preferred stock that entitle holders to:

- vote separately as a class on any proposed merger or consolidation;
- cast a proportionately larger vote together with our common stock on any transaction or for all purposes;
- elect directors having terms of office or voting rights greater than those of other directors;
- convert preferred stock into a greater number of shares of our common stock or other securities;
- demand redemption at a specified price under prescribed circumstances related to a change of control of us; or
- exercise other rights designed to impede a takeover.

### ***Shareholder Action by Written Consent; Special Meetings of Shareholders***

Our bylaws provide that any action permitted to be taken by shareholders at any annual or special meeting may be taken without a meeting by written consent if all our shareholders consent thereto in writing. Special meetings of our shareholders may only be called by our chief executive officer or secretary (i) when directed by the chairman of our board of directors or by a majority of our entire board of directors, or (ii) upon the demand of shareholders representing at least 25% of all votes entitled to be cast on each issue to be considered at the proposed special meeting of shareholders.

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### ***Election and Removal of Directors***

Our articles of incorporation provide that, subject to any rights granted to holders of shares of any class or series of our preferred stock outstanding, the number of directors which will constitute our board of directors will be fixed from time to time by resolution adopted by the affirmative vote of a majority of the total number of directors then in office; provided that the number of directors that will constitute the whole board will be at least three. In addition, no decrease in the size of our board of directors will shorten the term of any incumbent director.

Our bylaws also provide that a director may be removed by the shareholders only for cause and only by the affirmative vote of at least a majority of the issued and outstanding capital stock entitled to vote for the election of directors.

Finally, our bylaws provide that vacancies, including vacancies resulting from an increase in the number of directors or from removal of a director, may be filled by a majority vote of the remaining directors then in office, even if less than a quorum or a sole remaining director.

### ***Structure of Board of Directors***

Our articles of incorporation provide that, until our 2024 annual meeting of shareholders, our board of directors will be divided into three classes designated Class I, Class II and Class III. As a result, until our 2024 annual meeting of shareholders, only one class of directors will be elected annually, and, in each case, to serve until his or her respective successor shall have been duly elected and qualified or until his or her earlier resignation or removal. Commencing with the 2024 annual meeting of shareholders, each director will be elected annually and shall hold office until the next annual meeting of shareholders and until his or her respective successor shall have been duly elected and qualified or until his or her earlier resignation or removal.

### ***Advance Notice Procedure for Director Nomination and Shareholder Proposals***

Our bylaws provide the manner in which shareholders may give notice of director nominations and other business to be brought before an annual meeting. In general, to bring a matter before an annual meeting, other than a proposal being presented in accordance with the provisions of Rule 14a-8 under the Exchange Act, a shareholder must give notice of the proposed matter in writing not less than 90 and not more than 120 days prior to the meeting and satisfy the other requirements in our bylaws. To nominate a candidate for election as a director, a shareholder must give notice of the proposed nomination in writing not less than 60 or more than 120 days prior to the first anniversary of the prior year's annual meeting. If the annual meeting is more than 30 days before or more than 70 days after the first anniversary of the prior year's annual meeting or no annual meeting was held during the preceding year, a shareholder must instead give notice of a proposed nomination in writing no more than 120 days prior to such annual meeting and no less than 60 days prior to the annual meeting or the 10th day following the public announcement of when the meeting will be held. Any notice to nominate a candidate for election as a director must also satisfy all other requirements specified in our bylaws.

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### ***Amendments of Our Articles of Incorporation and Bylaws***

Amendments to our articles of incorporation generally must be approved by our board of directors and by a majority of the outstanding stock entitled to vote on the amendment, and, if applicable, by a majority of the outstanding stock of each class or series entitled to vote on the amendment as a class or series. Our bylaws may be amended by a majority vote of our board of directors. Any bylaws adopted by our board of directors may be amended, and new bylaws may be adopted, by our shareholders by majority vote of all of the shares having voting power.

### ***Georgia Anti-Takeover Statutes***

The Georgia Business Corporation Code restricts certain business combinations with “interested shareholders” and contains fair price requirements applicable to certain mergers with certain interested shareholders that are summarized below. The restrictions imposed by these statutes will not apply to a corporation unless it elects to be governed by these statutes. We have not elected to be covered by these restrictions, but, although we have no present intention to do so, we could elect to do so in the future.

The Georgia Business Corporation Code regulates business combinations such as mergers, consolidations, share exchanges and asset purchases where the acquired business has at least 100 shareholders residing in Georgia and has its principal office in Georgia, and where the acquiror became an interested shareholder of the corporation, unless either:

- the transaction resulting in such acquiror becoming an interested shareholder or the business combination received the approval of the corporation's board of directors prior to the date on which the acquiror became an interested shareholder;
- the acquiror became the owner of at least 90% of the outstanding voting stock of the corporation, excluding shares held by directors, officers and affiliates of the corporation and shares held by certain other persons, in the same transaction in which the acquiror became an interested shareholder; or
- the acquiror became the owner of at least 90% of the outstanding voting stock of the corporation, excluding shares held by directors, officers and affiliates of the corporation and shares held by certain other persons, subsequent to the transaction in which the acquiror became an interested shareholder, and the business combination is approved by a majority of the shares entitled to vote, exclusive of shares owned by the interested shareholder, directors and officers of the corporation, certain affiliates of the corporation and the interested shareholder and certain employee stock plans.

For purposes of this statute, an interested shareholder generally is any person who directly or indirectly, alone or in concert with others, beneficially owns or controls 10% or more of the voting power of the outstanding voting shares of the corporation. The statute prohibits business combinations with an unapproved interested shareholder for a period of five years after the date on which such person became an interested shareholder.

The statute restricting business combinations is broad in its scope and is designed to inhibit unfriendly acquisitions.

The Georgia Business Corporation Code also prohibits certain business combinations between a Georgia corporation and an interested shareholder unless:

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- certain “fair price” criteria are satisfied;
- the business combination is unanimously approved by the continuing directors;
- the business combination is recommended by at least two-thirds of the continuing directors and approved by a majority of the votes entitled to be cast by holders of voting shares, other than voting shares beneficially owned by the interested shareholder; or
- the interested shareholder has been such for at least three years and has not increased his ownership position in such three-year period by more than one percent in any 12-month period.

The fair price statute is designed to inhibit unfriendly acquisitions that do not satisfy the specified “fair price” requirements.

### **Limitation of Liability of Directors**

Our articles of incorporation provide that none of our directors will be personally liable to us or our shareholders for monetary damages resulting from a breach of the duty of care or any other duty owed to us as a director to the fullest extent permitted by Georgia law. Our bylaws require us to indemnify any person to the fullest extent permitted by law for any liability and expense resulting from any threatened, pending or completed legal action, suit or proceeding resulting from the fact that such person is or was a director or officer of us, including service at our request as a director, officer partner, trustee, employee, administrator or agent of another entity. Our directors and officers are also insured against losses arising from any claim against them in connection with their service as directors and officers for wrongful acts or omissions, subject to certain limitations.

### **Exclusive Forum**

Our bylaws provide that, unless we consent in writing to the selection of an alternative forum, to the fullest extent permitted by law, the sole and exclusive forum for any shareholder (including a beneficial owner) to bring (a) any derivative action or proceeding brought on behalf of the Company, (b) any action asserting a claim of breach of a fiduciary or legal duty owed by any current or former director, officer, employee, shareholder, or agent of the Company to the Company or the Company’s shareholders, including a claim alleging the aiding and abetting of any such breach of fiduciary duty, (c) any action asserting a claim against the Company, its current or former directors, officers, employees, shareholders, or agents arising pursuant to any provision of the Georgia Business Code or our articles of incorporation or bylaws (as either may be amended from time to time), (d) any action asserting a claim against us, our current or former directors, officers, employees, shareholders, or agents governed by the internal affairs doctrine, or (e) any action against us, our current or former directors, officers, employees, shareholders, or agents asserting a claim identified in O.C.G.A. § 15-5A-3 shall be the Georgia State-Wide Business Court. Our bylaws also provide that the foregoing exclusive forum provisions do not apply to any action asserting claims under the Securities Exchange Act of 1934 or the U.S. Securities Act of 1933, as amended.

**CONFIRMATION OF EXTENSION  
OF FACILITY COMMITMENT  
TERMINATION DATE**

Aaron's, LLC  
400 Galleria Parkway SE, Suite 300  
Atlanta, GA 30339  
Attn: Chief Financial Officer  
Telecopy Number: (855) 778-8565

Aaron's, LLC  
400 Galleria Parkway SE, Suite 300  
Atlanta, GA 30339  
Attn: General Counsel  
Telecopy Number: (855) 778-8565

The Participants party to the Loan Facility Agreement referenced below

November 10, 2021

Ladies and Gentlemen,

Reference is made to the Loan Facility Agreement and Guaranty dated as of November 17, 2020 (as amended and in effect on the date hereof, the "***Loan Facility Agreement***"), among Aaron's, LLC, a Georgia limited liability company ("***Sponsor***"), Holdings, the Participants from time to time party thereto and Truist Bank ("***Servicer***"). Terms defined in the Loan Facility Agreement are used herein with the same meanings.

In accordance with the provisions of Section 2.8 of the Loan Facility Agreement, each Participant has confirmed in writing to the Servicer its consent to the extension of the Facility Commitment Termination Date from November 16, 2021 (the "***Existing Facility Commitment Termination Date***") to November 15, 2022. Accordingly, effective as of the Existing Facility Commitment Termination Date, the Facility Commitment Termination Date is hereby deemed extended to November 15, 2022.

Very truly yours,

TRUIST BANK, as Servicer

By\_\_  
Name:  
Title:

**THE AARON'S COMPANY, INC.**  
**COMPENSATION PLAN FOR NON-EMPLOYEE DIRECTORS**

Amended and Restated Effective January 1, 2022

1. Purpose and General Provisions.

1.1 Establishment of Plan. The Aaron's Company, Inc., a Georgia corporation hereby amends and restates this Compensation Plan for Non-Employee Directors, effective as of January 1, 2022.

1.2 Purpose. The purpose of the Plan is to attract and retain highly-qualified individuals who are not employed by the Company or any of its subsidiaries or affiliates to serve on the Company's Board of Directors and to provide such directors with rewards that motivate superior oversight and protection of the Company's business. This Plan aligns the interests of the non-employee directors with the long-term interests of the Company's shareholders by providing that a significant part of such directors' compensation is directly linked to the value of the Company's common stock.

2. Definitions.

**"Affiliate"** means a corporation or other entity that, directly or through one or more intermediaries, controls, is controlled by or is under common control with, the Company.

**"Annual Retainer"** means the annual fee payable by the Company to a Non-Employee Director with respect to his or her service as a member of the Board as in effect from time to time and as indicated in the attached Appendix I.

**"Audit Committee"** means the Audit Committee of the Board.

**"Board"** means the Board of Directors of the Company, as constituted from time to time.

**"Chair"** means a Non-Employee Director occupying the seat of authority with respect to the Board or a Committee.

**"Chair Annual Retainer"** or **"Chair Quarterly Retainer"** means the annual or quarterly fee payable by the Company to a Chair with respect to his or her service as a Chair as in effect from time to time and as indicated in the attached Appendix I.

**"Code"** means the Internal Revenue Code of 1986, as it may be amended from time to time. Any reference to a section of the Code shall be deemed to include a reference to any regulations promulgated thereunder.

**"Committee"** means a standing committee of the Board.

**"Committee Chair"** means the Non-Employee Director serving as the Chair of a Committee.

**"Common Stock"** means the "Common Stock" of the Company as defined in the Equity and Incentive Plan.

**"Company"** means The Aaron's Company, Inc., a Georgia corporation, including its successors and assigns.

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**“Compensation Committee”** means the Compensation Committee of the Board.

**“Effective Date”** shall mean January 1, 2022.

**“Equity and Incentive Plan”** means The Aaron’s Company, Inc. 2020 Equity and Incentive Plan, as it may be amended from time to time.

**“Fair Market Value”** means “Fair Market Value” as defined in the Equity and Incentive Plan.

**“Lead Director”** means a Non-Employee Director occupying the seat of authority with respect to the Board.

**“Lead Director Annual Retainer” or “Lead Director Quarterly Retainer”** means the annual or quarterly fee payable by the Company to a Lead Director with respect to his or her service as a Lead Director as in effect from time to time and as indicated in the attached Appendix I.

**“Member Quarterly Retainer”** means the quarterly fee payable by the Company to a member of a Committee (other than the Chair of such Committee) with respect to his or her service on such Committee as in effect from time to time and as indicated in the attached Appendix I.

**“Nominating and Corporate Governance Committee”** means the Nominating and Corporate Governance Committee of the Board.

**“Non-Employee Director”** means a member of the Board who is not an officer or employee of the Company or any of its subsidiaries or Affiliates.

**“Plan”** means The Aaron’s Company, Inc. Compensation Plan for Non-Employee Directors, as set forth herein, as it may be amended from time to time.

**“Quarterly Payment Dates”** has the meaning set forth in Section 5.2 of this Plan.

**“Quarterly Retainer”** means the quarterly fee payable by the Company to a Non- Employee Director with respect to his or her service as a member of the Board as in effect from time to time and as indicated in the attached Appendix I.

**“RSU”** has the meaning set forth in the Equity and Incentive Plan.

**“Section 409A”** means Section 409A of the Code and all authoritative interpretive guidance issued thereunder.

3. Administration. This Plan shall be administered by the Compensation Committee which shall have the authority to construe and interpret this Plan, prescribe, amend and rescind rules relating to this Plan’s administration and take any other actions necessary or desirable for the administration of this Plan. The Compensation Committee may correct any defect or supply any omission or reconcile any inconsistency or ambiguity in this Plan. The decisions of the Compensation Committee shall be final and binding on all persons. All expenses of administering this Plan shall be borne by the Company.

4. Eligibility. Each Non-Employee Director shall be eligible to receive the compensation provided hereunder. For the avoidance of doubt, directors who are also employees

of the Company or any of its subsidiaries or affiliates do not receive additional compensation for service as a director and shall not be eligible to participate in this Plan.

5. Non-Employee Director Compensation.

5.1 Annual Retainers.

(a) Each Non-Employee Director who is elected or appointed to the Board shall receive an Annual Retainer (or Chair Annual Retainer, or Lead Director Annual Retainer, if any) for each year of the Board term that commences on election or appointment at such meeting. The amount of the Annual Retainer shall be determined by the Board from time to time and be set forth in the attached Appendix I. The amount of a Chair Annual Retainer or Lead Director Annual Retainer (if any) may be different from the Annual Retainers for other Non-Employee Directors, as determined by the Board from time to time.

(b) Annual Retainers (including, for purposes of this Section 5.1, Chair Annual Retainers, or Lead Director Annual Retainers, if any) shall be paid as set forth in the attached Appendix I. To the extent any Annual Retainers are payable in shares of Common Stock of the Company (or in RSUs), the number of shares of Common Stock paid (or the number of RSUs granted) shall be determined by dividing the dollar amount of the Annual Retainer(s) by the Fair Market Value of a share of the Common Stock on the business day immediately preceding the payment date (or grant date), rounded down to the nearest whole share. The vesting schedule(s) for such Annual Retainer(s) shall also be set forth in the attached Appendix I.

5.2 Quarterly Retainers.

(a) Each Non-Employee Director who is elected or appointed to the Board at an annual meeting of shareholders shall receive a Quarterly Retainer for each calendar quarter in which he or she serves on the Board. The amount of the Quarterly Retainer shall be determined by the Board from time to time as set forth in the attached Appendix I.

(b) Each Non-Employee Director who is appointed as a Chair or a Lead Director shall receive a Chair Quarterly Retainer or Lead Director Quarterly Retainer, as applicable, for each calendar quarter in which he or she serves on the Board in such capacity. The amount of a Chair Quarterly Retainer or Lead Director Quarterly Retainer, as applicable, may be different from the Quarterly Retainers for other Non-Employee Directors, as determined by the Board from time to time.

(c) Each Non-Employee Director who serves as a member of a Committee (other than the Chair of such Committee) shall receive a Member Quarterly Retainer for each calendar quarter in which he or she serves on the Board in such capacity. The amount of a Member Quarterly Retainer may be different from the Quarterly Retainers for other Non-Employee Directors, as determined by the Board from time to time.

(d) Except as otherwise provided herein, each Quarterly Retainer (including each Chair Quarterly Retainer, Lead Director Quarterly Retainer or Member Quarterly Retainer, as applicable) shall be paid in cash, in arrears, on the 10th business day after the end of each calendar quarter ("**Quarterly Payment Dates**").

(e) Each Non-Employee Director may elect to have the Company pay all or a portion of his or her Quarterly Retainer(s) (and any Chair Quarterly Retainer, Lead Director Quarterly Retainer or Member Quarterly Retainer, as applicable), in Common Stock, in lieu of cash by submitting the form of election as set forth in the attached Appendix II. The number of shares of Common Stock paid to each electing Non-Employee Director shall be



determined by dividing the dollar amount of the Quarterly Retainer(s) (and/or any Chair Quarterly Retainer, Lead Director Quarterly Retainer or Member Quarterly Retainer, as applicable) by the Fair Market Value of a share of Common Stock on the business day immediately preceding the Quarterly Payment Date, rounded down to the nearest whole share, and shall be paid/issued on the same schedule as Quarterly Retainers (and any Chair Quarterly Retainer, Lead Director Quarterly Retainer or Member Quarterly Retainer, as applicable) paid in cash. Any election by a Non-Employee Director to receive or not receive his or her Quarterly Retainer(s) in Common Stock must be made prior to the quarter for which cash payment or Common Stock issuance is desired, or as may be determined by the Compensation Committee from time to time. Any election must comply with all rules established from time to time by the Board, including any insider trading policy or other similar policy. Notwithstanding the foregoing, if any Non-Employee Director ceases to serve on the Board prior to the Quarterly Payment Date for any calendar quarter, each Quarterly Retainer (and each Chair Quarterly Retainer, Lead Director Quarterly Retainer or Member Quarterly Retainer, as applicable) payable to such Non-Employee Director for such calendar quarter shall be paid in cash (regardless of any election made by such Non-Employee Director in accordance with this Section 5.2(e)).

6. Equity Compensation. Grants of equity awards set forth in this Plan shall be made under the Equity and Incentive Plan as in effect from time to time, subject to all of the applicable terms and conditions thereof, and only to the extent that shares of Common Stock remain available for issuance under the Equity and Incentive Plan. This Plan does not constitute a separate source of Common Stock for the payment of equity compensation hereunder. The terms of the Equity and Incentive Plan are fully incorporated into this Plan with respect to any equity compensation paid hereunder. In the event of any inconsistency between the Equity and Incentive Plan and this Plan with respect to equity compensation, the terms of the Equity and Incentive Plan shall control. Common Stock issued pursuant to this Plan either (i) in lieu of all or a portion of a Non-Employee Director's Quarterly Retainer pursuant to Section 5.2(e) of this Plan or (ii) in settlement of any RSUs granted to a Non-Employee Director that have vested as set forth in Appendix I shall be fully vested and unrestricted shares of Common Stock.

7. Total Compensation Limit. Notwithstanding any other provisions of this Plan, in no event shall the aggregate dollar value of: (i) all Annual Retainers; (ii) all Quarterly Retainers; and (iii) any other form of cash compensation, and/or other grants of RSUs or other types of equity made under the Equity and Incentive Plan or otherwise, received by any Non-Employee Director in any fiscal year of the Company exceed Seven Hundred Fifty Thousand Dollars (\$750,000). For such purposes, the value of equity and equity-based awards shall be measured as of the date of grant based on the grant date fair value for financial reporting purposes. Reimbursement of expenses incurred by Non-Employee Directors in connection with carrying out their duties as a Non-Employee Director of the Company shall not be included in the determination of whether the compensation earned by any Non-Employee Director exceeds the aforementioned limit on Non-Employee Director compensation.

8. General Provisions.

8.1 Pro-Rata Payments. A Non-Employee Director who is appointed or elected to the Board after the annual meeting of shareholders shall receive a pro-rated portion of the Annual Retainer and Quarterly Retainer for the Board term based on the number of complete days of the calendar year and calendar quarter during which the Non-Employee Director serves as a member of the Board, unless otherwise determined by the Board.

8.2 No Fractional Shares of Common Stock. Notwithstanding any provision herein to the contrary, in no case shall any fractional shares of Common Stock be issued pursuant to this Plan. To the extent any fractional share of Common Stock would otherwise be issued pursuant to this Plan, such fractional share shall be rounded down to the nearest whole share.

8.3 Unfunded Obligations. The amounts to be paid to Non-Employee Directors under this Plan are unfunded obligations of the Company. The Company is not required to segregate any monies or other assets from its general funds with respect to these obligations. Non-Employee Directors shall not have any preference or security interest in any assets of the Company other than as a general unsecured creditor.

8.4 No Right to Continued Board Membership. Neither this Plan nor any compensation paid hereunder will confer on any Non-Employee Director the right to continue to serve as a member of the Board or in any other capacity.

8.5 Non-Assignment. Any and all rights of a Non-Employee Director respecting payments under this Plan may not be assigned, transferred, pledged or encumbered in any manner, other than by will or the laws of descent and distribution, and any attempt to do so shall be void.

8.6 Successors and Assigns. This Plan shall be binding on the Company and its successors and assigns.

8.7 Entire Plan. This Plan, together with the Equity and Incentive Plan, constitutes the entire plan with respect to the subject matter hereof and supersedes all prior plans with respect to the subject matter hereof.

8.8 Compliance with Law. The obligations of the Company with respect to payments under this Plan are subject to compliance with all applicable laws and regulations.

8.9 Term of Plan. This Plan shall become effective on the Effective Date and will remain in effect until it is revised or terminated by further action of the Board.

8.10 Termination and Amendment. The Board may at any time amend, modify or terminate this Plan in whole or in part. Notwithstanding the foregoing, no amendment or termination of this Plan may impair the right of a Non-Employee Director to receive any amounts accrued hereunder prior to the effective date of such amendment or termination.

8.11 Applicable Law. The law of the State of Georgia shall govern all questions concerning the construction, validity and interpretation of this Plan, without regard to such state's conflict of law rules.

8.12 Section 409A. This Plan is intended to comply with the requirements of Section 409A, to the extent applicable, and shall be interpreted accordingly. Notwithstanding the foregoing, the Company makes no representations or covenants that any compensation paid or awarded under this Plan will comply with Section 409A.

8.13 Withholding. To the extent required by applicable Federal, state or local law, a Non-Employee Director must make arrangements satisfactory to the Company for the payment of any withholding or similar tax obligations that arise in connection with this Plan.

8.14 Severability. If any provision of this Plan shall for any reason be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof, and this Plan shall be construed as if such invalid or unenforceable provision were omitted.

8.15 Headings. The headings of sections herein are included solely for convenience and shall not affect the meaning of any of the provisions of this Plan.

[Signature page follows]

IN WITNESS WHEREOF, this Plan is executed as of January 27, 2022, the date the Board approved this Plan, to be effective as of January 1, 2022.

**THE AARON'S COMPANY, INC.**

By: /s/

Name: Rachel G. George

Title: Executive Vice President, General Counsel, Corporate Secretary, Chief  
Compliance Officer and Chief Corporate Affairs Officer

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**Appendix I**

**The Aaron's Company, Inc. Compensation Plan  
for Non-Employee Directors**

**As Approved by the Board, Effective January 1, 2022**

<b><u>Description</u></b>	<b><u>Amount</u></b>	<b><u>Comment</u></b>
Annual Retainer - RSU	\$135,000	Each Annual Retainer will be in the form of RSUs, which will be granted on the date of the annual meeting of shareholders (the "Grant Date") and, unless otherwise determined by the Board prior to the Grant Date in accordance with the Equity and Incentive Plan, will vest in full on the one-year anniversary of the Grant Date. Vesting is generally subject to the Non-Employee Director's continued service on the Board, but if the Non-Employee Director's service on the Board terminates prior to the applicable vesting date, a pro rata portion of the RSUs shall vest upon the date of such termination. <sup>1</sup>
Quarterly Retainer - Cash	\$20,000	Can make election to receive shares of fully vested Common Stock as set forth in Section 5.2(e) of the Plan. With respect to any Non-Employee Director who begins or ends her or his service on the Board after the beginning but prior to the end of a calendar quarter, the amount of the Quarterly Retainer paid to that Non-Employee Director for that calendar quarter shall be the product of: (1) the full amount of the Quarterly Retainer in effect at that time; multiplied by: (2) a fraction, the numerator of which shall be the number of days during that calendar quarter that she or he served as a Non-Employee Director, and the denominator of which shall be the total number of days in that calendar quarter.

<sup>1</sup> New Non-Employee Directors who join the Board on a date other than the date of the annual meeting of shareholders will receive the full amount of the Annual Retainer (in RSUs) if they join the Board on a date that is less than seven months after the date of the most recent annual meeting of shareholders, and such RSUs will have an effective grant date of the date on which the Non-Employee Director joins the Board and shall vest (subject to continued Board service) on the first anniversary of the grant date; provided that if the Non-Employee Director's service on the Board terminates prior to the applicable vesting date, a pro rata portion of the RSUs shall vest upon the date of such termination. The number of RSUs granted to any new Non-Employee Director who joins the Board on a date that is seven months or more after the date of the most recent annual meeting of shareholders will be determined by the Board in its

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discretion. Non-Employee Directors who will not serve on the Board following an annual meeting of shareholders will not receive the Annual Retainer granted on the date of such annual meeting of shareholders.

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### Compensation for Committee Members, Committee Chairs & Lead Director

<b>Description</b>	<b>Amount</b> <sup>1 2</sup>
Board Chair - Quarterly Cash Retainer	\$25,000
Audit Committee Member (other than the Audit Committee Chair) - Quarterly Cash Retainer	\$3,750
Audit Committee Chair - Quarterly Cash Retainer	\$6,250
Compensation Committee Member (other than the Compensation Committee Chair) - Quarterly Cash Retainer	\$2,500
Compensation Committee Chair - Quarterly Cash Retainer	\$5,000
Nominating and Corporate Governance Committee Member (other than the Nominating and Corporate Governance Committee Chair) - Quarterly Cash Retainer	\$1,875
Nominating and Corporate Governance Committee Chair - Quarterly Cash Retainer	\$3,750
Lead Director – Quarterly Cash Retainer	\$6,250

<sup>1</sup> Amount is in addition to the quarterly cash retainer received by non-employee directors of \$20,000 set forth above. Can make election to receive shares of fully vested Common Stock as set forth in Section 5.2(e) of the Plan.

<sup>2</sup> Where a Non-Employee Director becomes the Chair of the Board or any Board Committee or Lead Director or a member of a Committee, or ceases serving in such capacity, after the beginning but prior to the end of a calendar quarter, the amount of the Chair Quarterly Retainer, Lead Director Quarterly Retainer or Member Quarterly Retainer (as applicable) paid to that Non-Employee Director for that calendar quarter shall be the product of: (1) the full amount of the Chair Quarterly Retainer, Lead Director Quarterly Retainer or Member Quarterly Retainer (as applicable) in effect at that time; multiplied by: (2) a fraction, the numerator of which shall be the number of days during that calendar quarter that the Non-Employee Director served as the Chair of the Board or such Board Committee or Lead Director or member of such Committee (as applicable), and the denominator of which shall be the total number of days in that calendar quarter.

## Appendix II

### **THE AARON'S COMPANY, INC. COMPENSATION PLAN FOR NON-EMPLOYEE DIRECTORS**

#### **Election to Receive Shares in Lieu of Cash for quarterly retainers**

To be effective for the [] term of the Board ("**Board Term**"), commencing January 1, [\_] and any future Board Term as provided below.

#### **Election to Receive Shares**

Pursuant to Section 5.2(e) of The Aaron's Company, Inc. Compensation Plan for Non-Employee Directors (the "**Plan**"), I hereby elect to receive all or a portion of my Quarterly Retainers (and all or a portion of my Chair Quarterly Retainer, Lead Director Quarterly Retainer or Member Quarterly Retainer, as applicable) (collectively, "**Cash Fees**") as further set forth below in shares of the Company's common stock ("**Shares**") in lieu of cash in accordance with this election and the Plan. Capitalized terms used but not defined herein shall have the meanings set forth in the Plan.

#### **Quarterly Retainer Election**

I hereby elect to receive \_\_\_\_% of the Quarterly Retainer(s) (and any Chair Quarterly Retainer, Lead Director Quarterly Retainer or Member Quarterly Retainer, as applicable) due to me on each Quarterly Payment Date in Shares having an equivalent value determined in accordance with Section 5.2(e) of the Plan.

#### **Type of Shares Issued**

Shares issued in lieu of Cash Fees shall be fully vested and unrestricted shares of the Company's common stock issued pursuant to this Plan and The Aaron's Company, Inc. 2020 Equity Incentive Plan ("**Equity and Incentive Plan**"), as in effect from time to time. Notwithstanding the foregoing, if there are not sufficient Shares available under the Equity and Incentive Plan for any reason, the Cash Fees will be paid in cash.

#### **Number of Shares**

The number of Shares paid shall be determined by dividing the dollar amount of the Cash Fees subject to the election by the Fair Market Value of a Share on the business day immediately preceding the payment date, rounded down to the nearest whole Share. Pursuant to Sections 5.2(e) and 8.2 of the Plan, the Company shall not issue any fractional Shares.

#### **Duration of Election**

I understand that this election will continue in effect (including future Board terms) until I timely submit a new election form modifying or revoking this election.

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**Withholding**

I understand and agree that the Company may take such action as it deems necessary or appropriate to satisfy any obligations it may have to withhold federal, state or local income or other taxes incurred by reason of payments made pursuant to this Plan.

**Acknowledgement**

I acknowledge receipt of a copy of the Plan and acknowledge and agree that this election is made pursuant to the Plan and is subject to all of the terms and conditions thereof. If my service on the Board ceases prior to the Quarterly Payment Date for a calendar quarter, I acknowledge that the Cash Fees for such calendar quarter will be paid in cash in accordance with Section 5.2(e) of the Plan.

I acknowledge that the Shares issued to me are also subject to the applicable terms and conditions of the Equity and Incentive Plan as in effect from time to time and acknowledge receipt of a copy of the Equity and Incentive Plan.

Signature of Non-Employee Director: \_\_\_

Printed Name: \_\_\_

Date: \_\_\_

**RETURN COMPLETED FORM TO:**

Accepted by Plan Administrator: \_\_\_

Printed Name: \_\_\_

Date: \_\_\_

**THE AARON'S COMPANY, INC.  
AMENDED AND RESTATED  
2020 EQUITY AND INCENTIVE PLAN**

**DIRECTOR RESTRICTED STOCK UNIT AWARD AGREEMENT**

THIS AGREEMENT (the "**Agreement**") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 202\_\_ by and between THE AARON'S COMPANY, INC. (the "**Company**") and [DIRECTOR NAME] ("**Grantee**").

**WITNESSETH:**

WHEREAS, the Company maintains The Aaron's Company, Inc. Amended and Restated 2020 Equity and Incentive Plan (the "**Plan**"), and Grantee has been selected by the Compensation Committee of the Board (the "**Committee**") to receive a grant of Restricted Stock Units under the Plan, subject to the terms and conditions of the Plan and this Agreement.

NOW, THEREFORE, IT IS AGREED, by and between the Company and Grantee, as follows:

**1. Award of Restricted Stock Units**

1.1 The Company has granted to Grantee an award of [NUMBER OF RSUs] Restricted Stock Units ("**RSUs**"), subject to, and in accordance with, the restrictions, terms and conditions set forth in this Agreement and in the Plan. The grant date of this Award of RSUs is [GRANT DATE] ("**Grant Date**").

1.2 This Agreement shall be construed in accordance and consistent with, and subject to, the provisions of the Plan (the provisions of which are incorporated herein by reference) and, except as otherwise expressly set forth herein, the capitalized terms used in this Agreement shall have the same definitions as set forth in the Plan. In the event of any conflict between this Agreement and the Plan, the Plan shall control.

1.3 This Award is conditioned on Grantee's acceptance of this Agreement. If this Agreement is not accepted by Grantee within one (1) month of Grantee's receipt of the Agreement, it may be canceled by the Committee resulting in the immediate forfeiture of all RSUs. Acceptance of the Award may be evidenced by electronic means acceptable to the Committee.

**2. Restrictions; Vesting**

2.1 Subject to Sections 2.2, 2.3, and 2.4 below, if Grantee remains a Non-Employee Director (as defined in the Plan, "**Director**") of the Company, Grantee shall become fully vested in the RSUs on May 8, 2020 (the "**Vesting Date**").

2.2 If Grantee ceases to serve as a Director of the Company due to death or Disability, all unvested RSUs shall become fully vested and nonforfeitable as of the date of the Director's death or cessation of service due to Disability.

2.3 Except as provided in Section 2.2 or Section 2.4, if Grantee resigns or is removed as a Director of the Company prior to the Vesting Date (for any reason including retirement), the RSUs shall vest with respect to a pro rata number of shares of Common Stock ("**Shares**") calculated as (a) the number of months Grantee served as a Director from the Grant Date through the date of Grantee's separation from service, divided by (b) 12. All unvested RSUs shall be

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forfeited and all rights of Grantee to such unvested RSUs shall be terminated as of such separation from service as a Director.

2.4 Notwithstanding the other provisions of this Agreement, in the event of a Change in Control prior to Grantee's Vesting Date, all RSUs not yet forfeited shall become fully vested and nonforfeitable as of the date of the Change in Control.

### **3. Settlement**

3.1 Subject to the requirements of Section 14 below, vested RSUs shall be settled on, or as soon as practicable and no later than sixty (60) days after, the earliest to occur of (a) the date Grantee ceases to serve as a Director and incurs a separation from service (as determined under Section 409A of the Code), (b) the date of a Change in Control that qualifies as a change in the ownership or effective control of the Company or a change in the ownership of a substantial portion of the assets of the Company (each as defined in Section 409A of the Code), or (c) the date of Grantee's death. Settlement of the RSUs shall be made by delivering to Grantee a number of Shares equal to the number of vested RSUs, rounded down to the nearest whole number of Shares, with any fractional Share paid in cash based on the closing price of a Share on the trading day immediately prior to the applicable payment date. In the case of settlement due to Grantee's death, the Shares shall be delivered to Grantee's beneficiary or personal representative of Grantee's estate as soon as practical and no later than sixty (60) days after Grantee's date of death.

3.2 The Company may deliver the Shares by the delivery of physical stock certificates or by certificateless book-entry issuance. The Company may, at the request of Grantee or the personal representative of Grantee's estate, deliver the Shares to Grantee's or the estate's broker-dealer or similar custodian and/or issue the Shares in "street name," either by delivery of physical certificates or electronically.

### **4. Stock; Dividend Equivalents; Voting**

4.1 Except as provided in Section 4.3, Grantee shall not have voting rights, rights to dividends or any other rights as a shareholder of the Company with respect to the RSUs until the date on which the Shares underlying the RSUs are issued or transferred to Grantee.

4.2 The RSUs and the number of Shares issuable for each RSU and the other terms and conditions of the grant evidenced by this Agreement are subject to adjustment as provided in Section 4.3 of the Plan.

4.3 From and after the Grant Date and until the earlier of (a) the time when the RSUs become vested and are paid in accordance with the terms of this Agreement or (b) the time when Grantee's right to receive Shares in payment of the RSUs is forfeited in accordance with the terms of this Agreement, on the date that the Company pays a cash dividend (if any) to holders of Shares generally, Grantee shall be credited with cash per RSU equal to the amount of such dividend. Any amounts credited pursuant to the immediately preceding sentence shall be subject to the same applicable terms and conditions (including vesting, payment and forfeitability) as apply to the RSUs based on which the dividend equivalents were credited, and such amounts shall be paid in cash at the same time as the RSUs to which they relate.

4.4 The issuance and transfer of Shares shall be subject to compliance by the Company and Grantee with all applicable requirements of federal and state securities laws and with all applicable requirements of any stock exchange on which the Company's Shares may be listed. No Shares shall be issued or transferred unless and until any then applicable requirements of state and federal laws and regulatory agencies have been fully complied with to the

satisfaction of the Company and its counsel. Grantee understands that the Company is under no obligation to register the shares of Common Stock with the Securities and Exchange Commission, any state securities commission or any stock exchange to effect such compliance. A legend may be placed on any certificate(s) or other document(s) delivered to Grantee indicating restrictions on transferability of the Shares pursuant to this Agreement or any other restrictions that the Committee may deem advisable under the rules, regulations and other requirements of the Securities and Exchange Commission, any applicable federal or state securities laws or any stock exchange on which the Company's Shares are then listed.

#### **5. Nontransferability**

The RSUs are personal to Grantee and the RSUs may not be sold, assigned, transferred, pledged or otherwise encumbered other than by will or the laws of descent and distribution. Any such purported transfer or assignment shall be null and void.

#### **6. No Right to Continued Service as a Director**

Nothing in this Agreement or the Plan shall be interpreted or construed to confer upon Grantee any right with respect to continuance of services as a Director of the Company; nor shall this Agreement or the Plan interfere in any way with the right of the Company to terminate at any time Grantee's service as a Director, subject to Grantee's rights under this Agreement.

#### **7. Taxes**

Grantee shall be responsible for all federal, state and local income and employment taxes payable with respect to this Award of RSUs and the delivery of Shares or cash in satisfaction of the RSUs.

#### **8. Plan Documents; Grantee Bound by the Plan**

Grantee hereby acknowledges that a copy of the Plan, the Plan Prospectus and the Company's latest annual report to shareholders or annual report on Form 10-K are available on the Company's intranet site or upon request. Grantee agrees to be bound by all the terms and provisions of the Plan.

#### **9. Modification of Agreement**

No provision of this Agreement may be materially amended or waived unless agreed to in writing and signed by the Committee (or its designee). Any such amendment to this Agreement that is materially adverse to Grantee shall not be effective unless and until Grantee consents, in writing or by electronic means, to such amendment (provided that any amendment that is required to comply with Code Section 409A shall be effective without consent). The failure to exercise, or any delay in exercising, any right, power or remedy under this Agreement shall not waive any right, power or remedy which the Company has under this Agreement.

#### **10. Severability**

Should any provision of this Agreement be held by a court of competent jurisdiction to be unenforceable or invalid for any reason, the remaining provisions of this Agreement shall not be affected by such holding and shall continue in full force in accordance with their terms. In the event it is determined by a court of competent jurisdiction that any restrictive covenant set forth in this Agreement is excessive in duration or scope or is otherwise unenforceable as drafted, it is the intent of the parties that such restriction be modified by the court to render it enforceable to the maximum extent permitted by law.

## **11. Governing Law**

The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of Georgia without giving effect to the conflicts of laws principles thereof. Any action arising under or related to this Agreement shall be filed exclusively in the state or federal courts with jurisdiction over Cobb County, Georgia and each of the parties hereby consents to the jurisdiction and venue of such courts.

## **12. Successors in Interest**

This Agreement shall inure to the benefit of, and be binding upon, the Company and its successors and assigns. Without limiting Section 5 hereof, this Agreement shall inure to the benefit of Grantee's legal representatives. Without limiting Section 5 hereof, all obligations imposed upon Grantee and all rights granted to the Company under this Agreement shall be final, binding and conclusive upon Grantee's heirs, executors, administrators and successors.

## **13. Resolution of Disputes**

Any dispute or disagreement which may arise under, or as a result of, or in any way relate to the interpretation, construction or application of this Agreement shall be determined by the Committee (or its designee). Any determination made by the Committee hereunder shall be final, binding and conclusive on Grantee and the Company for all purposes.

## **14. Code Section 409A**

This Agreement and this award of RSUs is intended to be exempt from, or comply with, Code Section 409A and the regulations and guidance promulgated thereunder ("**Section 409A**"). This Agreement shall be interpreted and administered by the Committee (or its designee) as it determines necessary or appropriate in accordance with Section 409A to avoid a plan failure under Code Section 409A(a)(1). Specifically, if any RSU is subject to Section 409A, (a) no payment of Shares that is payable upon Grantee's separation from service as a Director will be payable unless and until Grantee incurs a separation from service as defined in Section 409A, and (b) if Grantee is a specified employee as determined under Section 409A, any settlement of the RSUs by payment of Shares that is payable upon Grantee's separation from service, rather than upon a fixed date or due to death, shall be subject to the six-month delay rules of Section 409A to the extent necessary to comply with Section 409A. The Company does not guarantee any particular tax treatment, and Grantee is solely responsible for any taxes owed as a result of this Agreement and these RSUs.

*[Signature Page Follows]*





**THE AARON'S COMPANY, INC.  
AMENDED AND RESTATED  
2020 EQUITY AND INCENTIVE PLAN**

**RESTRICTED STOCK AWARD AGREEMENT**

THIS AGREEMENT (the "Agreement") is made and entered into as of [Agreement Date], by and between THE AARON'S COMPANY, INC. (the "**Company**") and the individual identified below (the "**Grantee**").

**WITNESSETH:**

WHEREAS, the Company maintains The Aaron's Company, Inc. Amended and Restated 2020 Equity and Incentive Plan (the "**Plan**"), and the Grantee has been selected by the Compensation Committee of the Board (the "**Committee**") to receive a grant of Restricted Stock ("**Restricted Stock**") under the Plan, subject to the terms and conditions of the Plan and the restrictions set forth in this Agreement;

NOW, THEREFORE, IT IS AGREED, by and between the Company and the Grantee, as follows:

**Grantee:** [Participant Name]

**Number of Shares of Restricted Stock:** [Awards Granted]

**Grant Date:** [Grant Date]

**Vesting Schedule:**

Grantee will become vested in 33 1/3% of the shares of Restricted Stock on March 7 in each of the first, second and third calendar years following the calendar year of the Grant Date, provided the Grantee remains continuously employed by the Company through each such vesting date. If the number of shares of Restricted Stock that vest based on the stated percentage is not a whole number, the number of shares of Restricted Stock will be rounded up to the next whole share on the first vesting date, rounded down on the second vesting date, and on the final vesting date, shall equal the total number of shares of Restricted Stock, less the number of shares of Restricted Stock that previously vested.

**1. Award of Restricted Stock**

1.1 The Company has granted to the Grantee for no purchase price the number of shares of Restricted Stock set forth above, in accordance with and subject to the restrictions, terms and conditions set forth in this Agreement and in the Plan.

1.2 This Agreement shall be construed in accordance and consistent with, and subject to, the provisions of the Plan (the provisions of which are incorporated herein by reference) and, except as otherwise expressly set forth herein, the capitalized terms used in this Agreement shall have the same definitions as set forth in the Plan. In the event of any conflict between this Agreement and the Plan, the Plan shall control. For purposes of this Agreement, employment with any Subsidiary of the Company shall be considered employment with the Company.



1.3 This award of Restricted Stock is conditioned on the Grantee's acceptance of this Agreement, including through an online or electronic acceptance method approved by the Company. If this Agreement is not properly accepted by the Grantee within one (1) month of the Grantee's receipt of the Agreement, it may be canceled by the Committee resulting in the immediate forfeiture of all shares of Restricted Stock.

## 2. Restricted Period; Vesting

1.1 *Vesting Schedule.* Subject to this Section 2 and Section 11, if the Grantee remains continuously employed by the Company through the applicable vesting date, the Grantee shall vest with respect to the number of shares of Restricted Stock and on the vesting dates set forth in the Vesting Schedule above. The period over which the shares of Restricted Stock vest is referred to as the "**Restricted Period.**"

1.2 *Death or Disability.* If the Grantee dies or becomes Disabled while employed by the Company, any unvested shares of Restricted Stock shall become fully vested and nonforfeitable as of the date of the Grantee's death or Disability.

1.3 *Change in Control.* Notwithstanding the other provisions of this Agreement, in the event of a Change in Control in which the Grantee receives a Replacement Award followed within two (2) years by (A) a termination of the Grantee's employment by the Company without Cause, or (B) initiation of the Good Reason Process by written notice of a Good Reason condition by the Grantee to the Company which subsequently results in a termination of the Grantee's employment by the Grantee for Good Reason, the unvested shares of Restricted Stock shall become fully vested and nonforfeitable as of the date of the Grantee's termination of employment. For purposes of this Agreement, (1) "**Good Reason**" shall mean that Grantee has complied with the Good Reason Process following the occurrence of any of the following events or actions: (i) any material reduction in Grantee's base salary, unless a similar reduction is made in the base salary of all similarly situated executives, (ii) any material reduction in Grantee's authority, duties or responsibilities, (iii) any material change in the geographic location at which Grantee must perform Grantee's duties, or (iv) any material breach of any written agreement with the Company by the Company; and (2) "**Good Reason Process**" shall mean that (i) Grantee reasonably determines in good faith that a Good Reason condition has occurred, (ii) Grantee notifies the Company in writing of the first occurrence of the Good Reason condition within sixty (60) days after the first occurrence of such condition, (iii) Grantee cooperates in good faith with the Company's efforts, for a period not less than thirty (30) days following such notice (the "**Cure Period**") to remedy the condition, (iv) notwithstanding such efforts, the Good Reason condition continues to exist, and (v) Grantee terminates employment within sixty (60) days after the end of the Cure Period; *provided, however*, if the Company cures the Good Reason condition during the Cure Period, Good Reason shall be deemed not to have occurred. In the event of a Change in Control in which the Grantee does not receive a Replacement Award, the unvested shares of Restricted Stock shall become fully vested and nonforfeitable as of the date of such Change in Control.

1.4 *Other Termination of Employment.* Except as provided in Section 2.2 or Section 2.3, if the Grantee's continuous employment is terminated for any other reason, including retirement, prior to the date all shares of Restricted Stock have vested, the unvested shares of Restricted Stock shall be forfeited and all rights of the Grantee to such unvested shares of Restricted Stock shall be terminated.

### **3. Rights as Shareholder; Dividends**

Subject to the terms of this Agreement and the Plan, the Grantee shall be the record owner of the shares of Restricted Stock and shall be entitled to all of the rights of a shareholder of the Company including, without limitation, the right to vote such shares and receive all dividends or other distributions paid with respect to such shares; provided that any dividends or other distributions paid during the Restricted Period shall be accrued and paid to Grantee at the time of vesting of the shares of Restricted Stock with respect to which such dividends or other distribution relate. If the Grantee forfeits any shares of unvested Restricted Stock in accordance with Section 2.4 or otherwise, the Grantee shall, on the date of such forfeiture, no longer have any rights as a shareholder with respect to such shares of Restricted Stock, shall no longer be entitled to vote or receive dividends on such shares, and shall immediately forfeit any dividends accrued with respect to such shares.

### **4. Issuance of Shares**

During the Restricted Period for shares of Restricted Stock, the shares of Restricted Stock shall be evidenced by a book-entry in the Company's stock records in the Grantee's name. As soon as practicable after the Restricted Period expires with respect to any shares of Restricted Stock, and subject to payment of all applicable withholding taxes in accordance with Section 9, the Company shall issue shares of unrestricted Common Stock ("**Shares**") to Grantee, either by the delivery of physical stock certificates or by certificateless book-entry issuance.

### **5. Adjustments**

The number of shares of Restricted Stock subject to this Agreement and the other terms and conditions of the grant evidenced by this Agreement are subject to mandatory adjustment, including as provided in Section 4.3 of the Plan.

### **6. Compliance with Law; Legends**

The issuance and transfer of shares of Restricted Stock shall be subject to compliance by the Company and the Grantee with all applicable requirements of federal and state securities laws and with all applicable requirements of any stock exchange on which the Company's shares of Common Stock may be listed. No shares of Common Stock shall be issued or transferred unless and until any then applicable requirements of state and federal laws and regulatory agencies have been fully complied with to the satisfaction of the Company and its counsel. The Grantee understands that the Company is under no obligation to register the shares of Common Stock with the Securities and Exchange Commission, any state securities commission or any stock exchange to effect such compliance.

A legend may be placed on any certificate(s) or other document(s) delivered to the Grantee indicating restrictions on transferability of the shares of Restricted Stock pursuant to this Agreement or any other restrictions that the Committee may deem advisable under the rules, regulations and other requirements of the Securities and Exchange Commission, any applicable federal or state securities laws or any stock exchange on which the Company's shares of Common Stock are then listed.

## **7. Nontransferability**

Unless the Committee specifically determines otherwise, during the Restricted Period for shares of Restricted Stock, the Restricted Stock and the rights relating thereto may not be sold, assigned, transferred, pledged, or otherwise encumbered other than by will or the laws of descent and distribution. Any such purported transfer or assignment shall be null and void.

## **8. No Right to Continued Employment**

Nothing in this Agreement or the Plan shall be interpreted or construed to confer upon the Grantee any right with respect to continuance of employment by the Company or a Subsidiary, nor shall this Agreement or the Plan interfere in any way with the right of the Company or a Subsidiary to terminate at any time the Grantee's employment, subject to Grantee's rights under this Agreement.

## **9. Taxes and Withholding**

The Grantee shall be responsible for all federal, state and local income, employment and other taxes, domestic or foreign, payable with respect to this award and the grant or vesting of shares of Restricted Stock under this Agreement. Unless the Grantee otherwise provides for the satisfaction of the withholding requirements with the consent of the Committee in advance, upon vesting of shares of Restricted Stock, the Company shall withhold and cancel a number of Shares having a Fair Market Value equal to the amount of taxes required to be withheld based on the minimum statutory withholding rate (or, if elected by the Grantee, the applicable rate based on the aggregate withholding method). The Company shall also have the right to retain and withhold from any other payment or distribution to the Grantee the amount necessary to satisfy any tax withholding obligations with respect to the grant or vesting of shares of Restricted Stock under this Agreement. The Company may require Grantee to reimburse the Company for any such taxes required to be withheld and may withhold any payment or distribution in whole or in part until the Company is so reimbursed.

## **10. Plan Documents; Grantee Bound by the Plan**

The Grantee hereby acknowledges that a copy of the Plan, the Plan Prospectus and the Company's latest annual report to shareholders or annual report on Form 10-K are available on the Company's intranet site or upon request. Grantee agrees to be bound by all the terms and provisions of the Plan.

## **11. Restrictive Covenants**

1.1 The Grantee acknowledges and agrees that: (a) the restrictions contained in this Section 11 are reasonable and necessary to protect the legitimate business interests of the Company, and they will not impair or infringe upon the Grantee's right to work or earn a living when the Grantee's employment with the Company ends for any reason; and (b) (i) The Grantee will (1) serve the Company as a Key Employee, and/or (2) serve the Company as a Professional, and/or (3) customarily and regularly solicit Customers and/or Prospective Customers for the Company, and/or (4) customarily and regularly engage in making sales or obtaining orders or contracts for products or services to be provided or performed by others in the Company, and/or (5) (A) have a primary duty of managing a department or subdivision of the Company, (B) customarily and regularly direct the work of two or more other employees, and (C) have the authority to hire or fire other employees; and/or (ii) the Grantee's position is a position of trust and

responsibility with access to (1) Confidential Information, (2) Trade Secrets, (3) information concerning Employees of the Company, (4) information concerning Customers of the Company, and/or (5) information concerning Prospective Customers of the Company. For purposes of this Section 11, references to the Company shall be deemed to include references to any Subsidiary or affiliate of the Company, for which the Grantee worked, had duties and responsibilities or had access to Confidential Information.

1.2 The Grantee hereby agrees that during the Grantee's employment with the Company and for one (1) year after the Grantee's employment with the Company ends for any reason, the Grantee will not, directly or indirectly, individually, or on behalf of any Person other than the Company:

(a) solicit, recruit, or induce any Employee to (i) terminate his or her employment relationship with the Company, or (ii) work for any other person or entity engaged in the Business; provided, however, that the foregoing restriction shall apply only to Employees (1) with whom the Grantee had Material Interaction, (2) the Grantee, directly or indirectly, supervised, or (3) for which the Grantee had access to Confidential Information regarding the Employee's performance or evaluations;

(b) solicit any Customer of the Company for the purpose of selling or providing any products or services competitive with the Business; provided, however, that the foregoing restriction shall apply only to those Customers (i) with whom or which the Grantee dealt on behalf of the Company, (ii) whose dealings with the Company were coordinated or supervised by the Grantee, (iii) about whom the Grantee obtained Confidential Information in the ordinary course of business as a result of the Grantee's association with the Company, or (iv) who receive products or services authorized by the Company, the sale or provision of which results or resulted in compensation, commissions, or earnings for the Grantee within two (2) years prior to the date of the Grantee's termination;

(c) solicit any Prospective Customer of the Company for the purpose of selling or providing any products or services competitive with the Business; provided, however, that the foregoing restriction shall apply only to those Prospective Customers (i) with whom or which the Grantee dealt on behalf of the Company, (ii) whose dealings with the Company were coordinated or supervised by the Grantee, or (iii) about whom the Grantee obtained Confidential Information in the ordinary course of business as a result of the Grantee's association with the Company; or

(d) engage in the Business within the Territory. For purposes of the foregoing restriction, the term "engage in" shall include: (i) performing or participating in any activities which are the same as, or substantially similar to, activities which the Grantee performed or in which the Grantee participated, in whole or in part, for or on behalf of the Company; (ii) performing activities or services about which the Grantee obtained Confidential Information or Trade Secrets as a result of the Grantee's association with the Company; and/or (iii) interfering with or negatively impacting the business relationship between the Company and a Customer, Prospective Customer, vendor, supplier, consultant or any other third party about whom the Grantee obtained Confidential Information or Trade Secrets as a result of the Grantee's association with the Company.

1.3 The Grantee further agrees that the Grantee shall not: (i) use, disclose, reverse engineer, divulge, sell, exchange, furnish, give away, or transfer in any way the Trade Secrets or the Confidential Information for any purpose other than the Company's Business, except as authorized in writing by the Company; (ii) during the Grantee's employment with the Company, use, disclose, reverse engineer, divulge, sell, exchange, furnish, give away, or transfer in any way (a) any confidential information or trade secrets of any former employer or third party, or (b) any works of authorship developed in whole or in part by the Grantee during any former employment or for any other party, unless authorized in writing by the former employer or third party; or (iii) upon the termination of the Grantee's employment for any reason, (a) retain any Trade Secrets or Confidential Information, including any copies existing in any form (including electronic form) that are in the Grantee's possession or control, or (b) destroy, delete, or alter the Trade Secrets or Confidential Information without the Company's prior written consent. The obligations under this Section 11 shall: (i) with regard to the Trade Secrets, remain in effect as long as the information constitutes a trade secret under applicable law; and (ii) with regard to the Confidential Information, remain in effect for so long as such information constitutes Confidential Information as defined in Section 11.5 below. The confidentiality, property, and proprietary rights protections available in this Section 11 are in addition to, and not exclusive of, any and all other rights to which the Company is entitled under federal and state law, including, but not limited to, rights provided under copyright laws, trade secret and confidential information laws, and laws concerning fiduciary duties. Notwithstanding anything to the contrary set forth in this Section 11, pursuant to the Defend Trade Secrets Act of 2016 (18 U.S.C. § 1833(b)(1)) (the "DTSA"), no individual shall be held criminally or civilly liable under federal or state law for the disclosure of a trade secret that: (1) is made (x) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (y) solely for the purpose of reporting or investigating a suspected violation of law; or (2) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. In addition, the DTSA provides that an individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual files any document containing the trade secret under seal and does not disclose the trade secret, except pursuant to court order.

1.4 The Grantee further agrees that, upon termination of employment with the Company for any reason whatsoever or upon the Company's request at any time, the Grantee will deliver promptly to the Company all materials (including electronically-stored materials), documents, plans, records, notes, or other papers, and any copies in the Grantee's possession or control, relating in any way to the Company's Business or containing any Confidential Information or Trade Secrets of the Company, which at all times shall be the property of the Company.

1.5 For purposes of this Section 11, the following terms shall have the meanings specified below:

(a) "**Business**" means (i) those activities, products, and services that are the same as or similar to the activities conducted and products and services offered and/or provided by the Company or its affiliates within two (2) years prior to termination of the Grantee's employment with the Company, as evidenced by the books and records of the Company; and (ii) the business of (1) financing, renting, leasing, and/or selling new or reconditioned residential furniture, consumer electronics, computers (including hardware, software, and accessories), appliances, household goods, and home furnishings; provided, however, that for purposes of this Section 11, the Business shall not include

selling new goods or merchandise by the Grantee or on behalf of or as an employee of any entity or individual that has no involvement in rental, leasing, rent-to-own, or similar activity related to such goods or merchandise either on its own, through a subsidiary or affiliated entity or person, or in partnership with any other entity or person; (2) designing, manufacturing, and/or reconditioning of residential furniture of a type especially suited to the leasing, rental, and sales business; and/or (3) providing web-based, virtual or remote lease-to-own programs or financing.

Companies engaged in the Business include, but are not limited to, the following entities and each of their subsidiaries, affiliates, franchisees, assigns and successors in interest: AcceptanceNow; American First Finance, Inc.; American Rental; Bi-Rite Co., d/b/a Buddy's Home Furnishings; Bestway Rental, Inc.; Better Finance, Inc.; BillFloat; Bluestem Brands, Inc.; Conn's, Inc.; Crest Financial; Curacao Finance; Discovery Rentals; Easyhome, Inc.; Flexi Compras Corp.; FlexShopper LLC; Fortiva Financial, LLC; Genesis Financial Solutions, Inc.; Lendmark Financial Services, Inc.; Mariner Finance, LLC; Merchants Preferred Lease-Purchase Services; New Avenues, LLC; Okinus; Premier Rental-Purchase, Inc.; Progressive Leasing, LLC (including but not limited to any of its subsidiaries or parent companies); OneMain Financial Holdings, Inc.; Purchasing Power, LLC; Regional Management Corp.; Rent-A-Center, Inc. (including, but not limited to, ColorTyme); Santander Consumer USA Inc.; Smart Pay Leasing, Inc.; Springleaf Financial and/or the franchisees of the Springleaf Financial; Tidewater Finance Company; Tempoe LLC; and WhyNotLeaselt.

(b) "**Confidential Information**" means (i) information of the Company or its affiliates, to the extent not considered a Trade Secret under applicable law, that (1) relates to the business of the Company or its affiliates, (2) was disclosed to the Grantee or of which the Grantee became aware of as a consequence of the Grantee's relationship with the Company, (3) possesses an element of value to the Company, and (4) is not generally known to the Company's competitors, and (ii) information of any third party provided to the Company which the Company is obligated to treat as confidential, including, but not limited to, information provided to the Company by its licensors, suppliers, or customers. Confidential Information includes, but is not limited to, (i) methods of operation, (ii) price lists, (iii) financial information and projections, (iv) personnel data, (v) future business plans, (vi) the composition, description, schematic or design of products, future products or equipment of the Company or any third party, (vii) work product, (viii) advertising or marketing plans, and (ix) information regarding independent contractors, employees, clients, licensors, suppliers, Customers, Prospective Customers, or any third party, including, but not limited to, the names of Customers and Prospective Customers, Customer and Prospective Customer lists compiled by the Company, and Customer and Prospective Customer information compiled by the Company. Confidential Information shall not include any information that (x) is or becomes generally available to the public other than as a result of an unauthorized disclosure, (y) has been independently developed and disclosed by others without violating this Agreement or the legal rights of any party, or (z) otherwise enters the public domain through lawful means.

(c) "**Customer**" means any person or entity to which the Company has sold its products or services.

(d) "**Employee**" means any person who (i) is employed by the Company at the time the Grantee's employment with the Company ends, or (ii) was employed

by the Company during the last year of the Grantee's employment with the Company (or during the Grantee's employment if employed less than a year).

(e) "**Key Employee**" means that, by reason of the Company's investment of time, training, money, trust, exposure to the public, or exposure to Customers, vendors, or other business relationships during the course of the Grantee's employment with the Company, the Grantee will gain a high level of notoriety, fame, reputation, or public persona as the Company's representative or spokesperson, or will gain a high level of influence or credibility with the Company's Customers, vendors, or other business relationships, or will be intimately involved in the planning for or direction of the business of the Company or a defined unit of the business of the Company. Such term also means that the Grantee will possess selective or specialized skills, learning, or abilities or customer contacts or customer information by reason of having worked for the Company.

(f) "**Material Interaction**" means any interaction with an Employee which relates or related, directly or indirectly, to the performance of the Grantee's duties or the Employee's duties for the Company.

(g) "**Person**" has the meaning ascribed to such term in the Plan. For the avoidance of doubt, a Person shall include any individual, corporation, bank, partnership, joint venture, association, joint-stock company, trust, unincorporated organization or other entity.

(h) "**Professional**" means an employee who has a primary duty the performance of work requiring knowledge of an advanced type in a field of science or learning customarily acquired by a prolonged course of specialized intellectual instruction or requiring invention, imagination, originality, or talent in a recognized field of artistic or creative endeavor. Such term shall not include employees performing technician work using knowledge acquired through on-the-job and classroom training, rather than by acquiring the knowledge through prolonged academic study, such as might be performed, without limitation, by a mechanic, a manual laborer, or a ministerial employee.

(i) "**Prospective Customer**" means any person or entity to which the Company has solicited to purchase the Company's products or services.

(j) "**Territory**" means, (i) with respect to a Grantee who is a corporate employee, the United States of America (including the following states: Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, and Wyoming, as well as the District of Columbia); and/or (ii) with respect to a Grantee whose duties relate only to certain store locations, regions, or divisions, the State(s) in which the Grantee performed services for or on behalf of the Company during the last two (2) years of the Grantee's employment with the Company (or during the Grantee's employment if employed less than two (2) years), or the State(s) in which the Company operated the Business and about which the Grantee had access to Confidential Information or Trade Secrets regarding those operations.

The Grantee agrees that the Company conducts the Company's Business in the Territory.

Because the Company will provide the Grantee with access to the Company's Confidential Information, Trade Secrets, and valuable information concerning employees, Customers, and Prospective Customers of the Company, and because the Company considers promotions and transfers, and contemplates expansion to new geographic areas, the parties acknowledge and agree that the Territory described above (1) represents a good faith estimate of the geographic areas that may be applicable at the time of termination of the Grantee's employment; (2) shall be construed ultimately to cover only so much of such estimate as relates to the geographic areas actually involved within a reasonable period of time prior to the Grantee's termination; and (3) is drafted in such a way that a court may modify the definition and grant only the relief reasonably necessary to protect such legitimate business interests.

(k) "**Trade Secrets**" means information of the Company, and its licensors, suppliers, clients, and customers, without regard to form, including, but not limited to, technical or nontechnical data, a formula, a pattern, a compilation, a program, a device, a method, a technique, a drawing, a process, financial data, financial plans, product plans, a list of actual customers, clients, licensors, or suppliers, or a list of potential customers, clients, licensors, or suppliers which is not commonly known by or available to the public and which information (i) derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use, and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

1.6 If, during the Grantee's employment with the Company or at any time during the restrictive periods described above, the Grantee violates the restrictive covenants set forth in this Section 11, then the Committee may, notwithstanding any other provision in this Agreement to the contrary, provide for the forfeiture of any Restricted Stock outstanding under this Agreement that have not yet vested. The Grantee agrees that this Section 11 shall survive the termination of his or her employment.

1.7 If the Grantee breaches or threatens to breach any portion of this Section 11, the Grantee agrees that: (a) the Company would suffer irreparable harm; (b) it would be difficult to determine damages, and money damages alone would be an inadequate remedy for the injuries suffered by the Company; and (c) if the Company seeks injunctive relief to enforce any of the covenants set forth in this Section 11, the Grantee shall waive and shall not (i) assert any defense that the Company has an adequate remedy at law with respect to the breach, (ii) require that the Company submit proof of the economic value of any Trade Secret or Confidential Information, or (iii) require the Company to post a bond or any other security. Nothing contained in this Section 11 or this Agreement shall limit the Company's right to any other remedies at law or in equity.

1.8 The parties agree that each of the covenants set forth in this Section 11 shall be construed as an agreement independent of (i) any other agreements, or (ii) any other provision in this Agreement, and the existence of any claim or cause of action by the Grantee against the Company, whether predicated on this Agreement or otherwise, regardless of who was at fault and regardless of any claims that either the Grantee or the Company may have against the other, shall not constitute a defense to the enforcement by the Company of any of the covenants set forth in this Section 11. The



Company shall not be barred from enforcing any of the covenants set forth in this Section 11 by reason of any breach of (i) any other part of this Agreement, or (ii) any other agreement with the Grantee.

1.9 The Company's failure to enforce any provision of this Section 11 shall not act as a waiver of that or any other provision. The Company's waiver of any breach of this Section 11 shall not act as a waiver of any other breach. The provisions of this Section 11 are severable. If any provision is determined to be invalid, illegal, or unenforceable, in whole or in part, then such provision shall be modified so as to be enforceable to the maximum extent permitted by law. If such provision cannot be modified to be enforceable, the provision shall be severed from this Agreement to the extent unenforceable. The remaining provisions and any partially enforceable provisions shall remain in full force and effect.

1.10 Notwithstanding any other provision of this Agreement, nothing contained herein limits the Grantee's ability to file a charge or complaint with the Equal Employment Opportunity Commission, the National Labor Relations Board, the Occupational Safety and Health Administration, the Securities and Exchange Commission or any other federal, state or local governmental agency or commission (collectively, "**Government Agencies**"), and the Grantee is not prohibited from providing truthful testimony or accurate information in connection with any investigation being conducted into the business or operations of the Company by any Government Agency or other regulator that is responsible for enforcing a law on behalf of the government or otherwise providing information to the appropriate government regulatory agency or body regarding conduct or action undertaken or omitted to be taken by the Company that the Grantee reasonably believes is illegal or in material non-compliance with any financial disclosure or other regulatory requirement applicable to the Company, and for purposes of clarity, the Grantee is not prohibited from providing information voluntarily to the Securities and Exchange Commission pursuant to Section 21F of the Exchange Act. The Grantee is not required to obtain the approval of, or give notice to, the Company or any of its representatives to take any action permitted under this Section 11.10.

1.11 The laws of the State of Georgia shall govern the restrictive covenants set forth in this Section 11. If Georgia's conflict of law rules would apply another state's laws, the Company and Grantee agree that Georgia law shall still govern. Grantee further agrees that any and all claims arising out of or relating to this Section 11 shall solely and exclusively be (i) brought in the Superior Court of Cobb County, Georgia, or (ii) brought in or removed to the United States District Court for the Northern District of Georgia, Atlanta Division. Grantee consents to the personal jurisdiction of the courts identified above. Grantee also waives (a) any objection to jurisdiction or venue, or (b) any defense claiming lack of jurisdiction or venue, in any action brought in such courts.

## **12. Modification of Agreement**

No provision of this Agreement may be materially amended or waived unless agreed to in writing and signed by the Committee (or its designee). Any such amendment to this Agreement that is materially adverse to the Grantee shall not be effective unless and until the Grantee consents, in writing, to such amendment (provided that any amendment that is required to comply with Section 10D of the Exchange Act shall be effective without consent). The failure to exercise, or any delay in exercising, any right, power or remedy under this Agreement shall not waive any right, power or remedy which the Company has under this Agreement.

### **13. Clawback**

This award of Restricted Stock shall be subject to clawback by the Company to the extent provided in any policy adopted by the Board including any policy adopted to comply with the requirements of Section 954 of the Dodd-Frank Wall Street Reform and Consumer Protection Act.

### **14. Severability**

Should any provision of this Agreement be held by a court of competent jurisdiction to be unenforceable or invalid for any reason, the remaining provisions of this Agreement shall not be affected by such holding and shall continue in full force in accordance with their terms. In the event it is determined by a court of competent jurisdiction that any restrictive covenant set forth in this Agreement is excessive in duration or scope or is otherwise unenforceable as drafted, it is the intent of the parties that such restriction be modified by the court to render it enforceable to the maximum extent permitted by law.

### **15. Governing Law**

The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of Georgia without giving effect to the conflicts of laws principles thereof. Any action arising under or related to this Agreement shall be filed exclusively in the state or federal courts with jurisdiction over Cobb County, Georgia and each of the parties hereby consents to the jurisdiction and venue of such courts.

### **16. Successors in Interest**

This Agreement shall inure to the benefit of, and be binding upon, the Company and its successors and assigns, and upon any Person acquiring, whether by merger, consolidation, reorganization, purchase of stock or assets, or otherwise, all or substantially all of the Company's assets and business. Without limiting Section 7 hereof, this Agreement shall inure to the benefit of the Grantee's legal representatives. Without limiting Section 7 hereof, all obligations imposed upon the Grantee and all rights granted to the Company under this Agreement shall be final, binding and conclusive upon the Grantee's heirs, executors, administrators and successors.

### **17. Resolution of Disputes**

Any dispute or disagreement which may arise under, or as a result of, or in any way relate to the interpretation, construction or application of this Agreement shall be determined by the Committee. Any determination made by the Committee hereunder shall be final, binding and conclusive on the Grantee and the Company for all purposes.

### **18. Section 83(b) Election**

The Grantee may make an election under Code Section 83(b) (a "**Section 83(b) Election**") with respect to the Restricted Stock. Any such election must be made within thirty (30) days after the Grant Date. If the Grantee elects to make a Section 83(b) Election, the Grantee shall provide the Company with a copy of an executed version and satisfactory evidence of the filing of the executed Section 83(b) Election with the U.S. Internal Revenue Service. The Grantee agrees to assume full responsibility for ensuring that the Section 83(b) Election is actually filed with the U.S. Internal Revenue

Service timely and properly and for all tax consequences resulting from the Section 83(b) Election.

**19. Code Section 409A**

This Agreement and this award of Restricted Stock is intended to be exempt from the requirements of Code Section 409A.

**20. Entire Agreement**

This Agreement constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and, effective as of the Grant Date, supersedes all prior or contemporaneous representations, warranties, understandings and agreements, written and oral, with respect to such subject matter. Notwithstanding the foregoing, the restrictive covenants in Section 11 of this Agreement do not supersede the restrictive covenants in any other types of agreements entered into between the Grantee and the Company, such as employment agreements.

*[Signature Page Follows]*



**THE AARON'S COMPANY, INC.  
AMENDED AND RESTATED  
2020 EQUITY AND INCENTIVE PLAN**

**PERFORMANCE SHARE AWARD AGREEMENT**

THIS AGREEMENT (the "Agreement") is made and entered into as of [Agreement Date], by and between THE AARON'S COMPANY, INC. (the "**Company**") and the individual identified below (the "**Grantee**").

**WITNESSETH:**

WHEREAS, the Company maintains The Aaron's Company, Inc. Amended and Restated 2020 Equity and Incentive Plan (the "**Plan**"), and the Grantee has been selected by the Compensation Committee of the Board (the "**Committee**") to receive a grant of Performance Shares under the Plan, subject to the terms and conditions of the Plan and this Agreement;

NOW, THEREFORE, IT IS AGREED, by and between the Company and the Grantee, as follows:

**Grantee:** [Participant Name]

**Target Award:** [Award Granted] Performance Shares

**Grant Date:** [Grant Date]

**Vesting Schedule:**

Grantee will become vested in the Performance Shares covered by the Earned Award (as defined below) on March 7 of the third calendar year following the calendar year of the Grant Date, provided the Grantee remains continuously employed by the Company through such vesting date.

**1. Award of Performance Shares**

1.1 The Company has granted to the Grantee for no purchase price the right to earn shares of the Company's Common Stock, par value \$0.50 per share ("**Shares**") based upon satisfaction of certain performance conditions pursuant to the provisions and restrictions contained in the Plan and this Agreement (the "**Performance Shares**").

1.2 This Agreement shall be construed in accordance and consistent with, and subject to, the provisions of the Plan (the provisions of which are incorporated herein by reference) and, except as otherwise expressly set forth herein, the capitalized terms used in this Agreement shall have the same definitions as set forth in the Plan. In the event of any conflict between this Agreement and the Plan, the Plan shall control. For purposes of this Agreement, employment with any Subsidiary of the Company shall be considered employment with the Company.

1.3 This Award is conditioned on the Grantee's acceptance of this Agreement, including through an online or electronic acceptance method approved by the Company. If this Agreement is not properly accepted by the Grantee within one (1) month of the

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Grantee's receipt of the Agreement, it may be canceled by the Committee resulting in the immediate forfeiture of all Performance Shares.

## 2. Vesting

1.1 Performance Conditions. Subject to the terms and conditions set forth herein and in Section 2.2 below, the Grantee will be eligible to earn from 0% to 200% of the Grantee's Target Award based on attainment of the Performance Measures (as defined and set forth in the Statement of Performance Goals approved by the Committee for the Performance Shares and thereafter communicated to the Grantee (the "**Statement of Performance Goals**") for the period beginning on January 1, [YEAR] and ending on December 31, [YEAR] (the "**Performance Period**"). If the Committee determines that the threshold level of performance for a Performance Measure was not achieved, the Grantee will immediately forfeit the Performance Shares with respect to such Performance Measure. If the Committee determines that at least the threshold level of performance for a Performance Measure was achieved, the Grantee will be eligible to earn a portion of the Performance Shares as provided in the Statement of Performance Goals. The Committee will determine and certify the number of Performance Shares, if any, that the Grantee earns based on satisfaction of the Performance Measures as soon as practicable and within seventy-four (74) days following the end of the Performance Period (the "**Earned Award**"). In all cases, the number of Performance Shares, if any, in the Grantee's Earned Award will be rounded down to the nearest whole number of Performance Shares (as necessary). Upon the Committee's determination of the Earned Award, the Grantee will immediately forfeit all Performance Shares other than the Earned Award. To become vested in the Earned Award, the Grantee must also satisfy the employment requirements of Section 2.2 below.

### 1.2 Employment Requirements.

(a) Vesting Schedule. Except as provided in subsections 2.2(b) and (c) below, if the Grantee remains continuously employed with the Company or any Subsidiary through the vesting date, the Grantee will vest with respect to the Earned Award on the vesting date set forth in the Vesting Schedule above.

(b) Death or Disability. If the Grantee's employment with the Company is terminated prior to the end of the Performance Period due to the Grantee's death or the Grantee becomes Disabled prior to the end of the Performance Period, the Grantee will vest in a pro rata portion of the Earned Award (if any) on the date on which the Committee determines the Earned Award and will forfeit the remainder of the Earned Award (if any) on such date. The portion of the Earned Award that will vest under the immediately prior sentence shall be determined by multiplying the total number of Performance Shares in the Earned Award by a fraction, the numerator of which is the total number of calendar days during which the Grantee was employed by the Company during the Performance Period and the denominator of which is the total number of calendar days in the full Performance Period, rounded up to the nearest whole number of Performance Shares (as necessary). If the Grantee's employment is terminated due to death or the Grantee becomes Disabled after the end of the Performance Period and prior to the date the Earned Award is fully vested, any unvested portion of Grantee's Earned Award shall become fully vested and nonforfeitable as of the later of (i) the date the Committee determines the Earned Award, or (ii) the date of Grantee's death or Disability.

(c) Change in Control. In the event of a Change in Control in which the Grantee receives a Replacement Award followed within two (2) years by a termination of the Grantee's employment by the Company without Cause prior to the end of the Performance Period or prior to the date the Committee determines the Earned Award, the Grantee shall vest in full in the Target Award (which shall be the Earned Award for the Grantee) as of the date of the Grantee's termination of employment. In the event of a Change in Control in which the Grantee receives a Replacement Award followed within two (2) years by a termination of the Grantee's employment by the Company without Cause after the date the Committee determines the Earned Award, the Grantee shall vest in the unvested portion of the Earned Award as of the date of the Grantee's termination of employment. In the event of a Change in Control in which the Grantee does not receive a Replacement Award, the Grantee shall vest in full in the Earned Award (or, if the Committee has not yet determined the Earned Award as of the Change in Control, in the Target Award (which shall be the Earned Award for the Grantee)), as of the date of such Change in Control, unless otherwise determined by the Committee.

(d) Other Termination of Employment. If the Grantee's employment with the Company terminates for any reason other than as provided in (b) or (c) above, the unvested portion of the Performance Shares will be forfeited on the Grantee's termination of employment.

### **3. Settlement**

1.1 On, or as soon as practicable and no later than sixty (60) days after, the date a portion of the Earned Award vests in accordance with Section 2 above, the Company shall deliver to the Grantee a number of Shares equal to the number of Shares in the vested portion of the Earned Award. In the case of vesting due to the Grantee's death, the Shares shall be delivered to Grantee's personal representative or Grantee's estate as soon as practicable and no later than sixty (60) days after Grantee's date of death (or if later, the date the Earned Award is determined).

1.2 The Company may deliver the Shares by the delivery of physical stock certificates or by certificateless book-entry issuance. The Company may, at the request of Grantee or the personal representative of Grantee's estate, deliver the Shares to the Grantee's or the estate's broker-dealer or similar custodian and/or issue the Shares in "street name," either by delivery of physical certificates or electronically.

### **4. Stock; Dividends; Voting**

1.1 Except as provided in Section 4.2, the Grantee shall not have voting or any other rights as a shareholder of the Company with respect to the Performance Shares until the date on which the Shares underlying the Performance Shares are issued or transferred to the Grantee.

1.2 The Performance Shares and the number of Shares issuable for each Performance Share and the other terms and conditions of the grant evidenced by this Agreement are subject to adjustment as provided in Section 4.3 of the Plan.

1.3 The issuance and transfer of Shares shall be subject to compliance by the Company and the Grantee with all applicable requirements of federal and state securities laws and with all applicable requirements of any stock exchange on which the Company's Shares may be listed. No Shares shall be issued or transferred unless and

until any then applicable requirements of state and federal laws and regulatory agencies have been fully complied with to the satisfaction of the Company and its counsel. The Grantee understands that the Company is under no obligation to register the shares of Common Stock with the Securities and Exchange Commission, any state securities commission or any stock exchange to effect such compliance. A legend may be placed on any certificate(s) or other document(s) delivered to the Grantee indicating restrictions on transferability of the Shares pursuant to this Agreement or any other restrictions that the Committee may deem advisable under the rules, regulations and other requirements of the Securities and Exchange Commission, any applicable federal or state securities laws or any stock exchange on which the Company's Shares are then listed.

## **5. Nontransferability**

Unless the Committee specifically determines otherwise, the Performance Shares are personal to the Grantee and the Performance Shares may not be sold, assigned, transferred, pledged or otherwise encumbered other than by will or the laws of descent and distribution. Any such purported transfer or assignment shall be null and void.

## **6. No Right to Continued Employment**

Nothing in this Agreement or the Plan shall be interpreted or construed to confer upon the Grantee any right with respect to continuance of employment by the Company or a Subsidiary, nor shall this Agreement or the Plan interfere in any way with the right of the Company or a Subsidiary to terminate at any time the Grantee's employment, subject to Grantee's rights under this Agreement.

## **7. Taxes and Withholding**

The Grantee shall be responsible for all federal, state and local income, employment and other taxes, domestic or foreign, payable with respect to this Award of Performance Shares, the delivery of Shares in satisfaction of the Performance Shares, or any other taxable event arising as a result of or in connection with the Performance Shares. Unless the Grantee otherwise provides for the satisfaction of the withholding requirements with the consent of the Committee in advance, upon vesting of all or a portion of the Earned Award of Performance Shares, the Company shall withhold and cancel a number of Shares having a Fair Market Value equal to the amount of taxes required to be withheld based on the minimum statutory withholding rate (or, if elected by the Grantee, the applicable rate based on the aggregate withholding method). The Company shall have the right to retain and withhold from any payment or distribution to the Grantee the amount of taxes required by any government to be withheld or otherwise deducted and paid with respect to such payment. The Company may require Grantee to reimburse the Company for any such taxes required to be withheld and may withhold any payment or distribution in whole or in part until the Company is so reimbursed.

## **8. Plan Documents; Grantee Bound by the Plan**

The Grantee hereby acknowledges that a copy of the Plan, the Plan Prospectus and the Company's latest annual report to shareholders or annual report on Form 10-K are available on the Company's intranet site or upon request. Grantee agrees to be bound by all the terms and provisions of the Plan.



## 9. Restrictive Covenants

9.1 The Grantee acknowledges and agrees that: (a) the restrictions contained in this Section 9 are reasonable and necessary to protect the legitimate business interests of the Company, and they will not impair or infringe upon the Grantee's right to work or earn a living when the Grantee's employment with the Company ends for any reason; and (b) (i) The Grantee will (1) serve the Company as a Key Employee, and/or (2) serve the Company as a Professional, and/or (3) customarily and regularly solicit Customers and/or Prospective Customers for the Company, and/or (4) customarily and regularly engage in making sales or obtaining orders or contracts for products or services to be provided or performed by others in the Company, and/or (5) (A) have a primary duty of managing a department or subdivision of the Company, (B) customarily and regularly direct the work of two or more other employees, and (C) have the authority to hire or fire other employees; and/or (ii) the Grantee's position is a position of trust and responsibility with access to (1) Confidential Information, (2) Trade Secrets, (3) information concerning Employees of the Company, (4) information concerning Customers of the Company, and/or (5) information concerning Prospective Customers of the Company. For purposes of this Section 9, references to the Company shall be deemed to include references to any Subsidiary or affiliate of the Company, for which the Grantee worked, had duties and responsibilities or had access to Confidential Information.

9.2 The Grantee hereby agrees that during the Grantee's employment with the Company and for one (1) year after the Grantee's employment with the Company ends for any reason, the Grantee will not, directly or indirectly, individually, or on behalf of any Person other than the Company:

(a) solicit, recruit, or induce any Employee to (i) terminate his or her employment relationship with the Company, or (ii) work for any other person or entity engaged in the Business; provided, however, that the foregoing restriction shall apply only to Employees (1) with whom the Grantee had Material Interaction, (2) the Grantee, directly or indirectly, supervised, or (3) for which the Grantee had access to Confidential Information regarding the Employee's performance or evaluations;

(b) solicit any Customer of the Company for the purpose of selling or providing any products or services competitive with the Business; provided, however, that the foregoing restriction shall apply only to those Customers (i) with whom or which the Grantee dealt on behalf of the Company, (ii) whose dealings with the Company were coordinated or supervised by the Grantee, (iii) about whom the Grantee obtained Confidential Information in the ordinary course of business as a result of the Grantee's association with the Company, or (iv) who receive products or services authorized by the Company, the sale or provision of which results or resulted in compensation, commissions, or earnings for the Grantee within two (2) years prior to the date of the Grantee's termination;

(c) solicit any Prospective Customer of the Company for the purpose of selling or providing any products or services competitive with the Business; provided, however, that the foregoing restriction shall apply only to those Prospective Customers (i) with whom or which the Grantee dealt on behalf of the Company, (ii) whose dealings with the Company were coordinated or supervised by the Grantee, or (iii) about whom the Grantee obtained Confidential Information in the ordinary course of business as a result of the Grantee's association with the Company; or

(d) engage in the Business within the Territory. For purposes of the foregoing restriction, the term “engage in” shall include: (i) performing or participating in any activities which are the same as, or substantially similar to, activities which the Grantee performed or in which the Grantee participated, in whole or in part, for or on behalf of the Company; (ii) performing activities or services about which the Grantee obtained Confidential Information or Trade Secrets as a result of the Grantee’s association with the Company; and/or (iii) interfering with or negatively impacting the business relationship between the Company and a Customer, Prospective Customer, vendor, supplier, consultant or any other third party about whom the Grantee obtained Confidential Information or Trade Secrets as a result of the Grantee’s association with the Company.

9.3 The Grantee further agrees that the Grantee shall not: (i) use, disclose, reverse engineer, divulge, sell, exchange, furnish, give away, or transfer in any way the Trade Secrets or the Confidential Information for any purpose other than the Company’s Business, except as authorized in writing by the Company; (ii) during the Grantee’s employment with the Company, use, disclose, reverse engineer, divulge, sell, exchange, furnish, give away, or transfer in any way (a) any confidential information or trade secrets of any former employer or third party, or (b) any works of authorship developed in whole or in part by the Grantee during any former employment or for any other party, unless authorized in writing by the former employer or third party; or (iii) upon the termination of the Grantee’s employment for any reason, (a) retain any Trade Secrets or Confidential Information, including any copies existing in any form (including electronic form) that are in the Grantee’s possession or control, or (b) destroy, delete, or alter the Trade Secrets or Confidential Information without the Company’s prior written consent. The obligations under this Section 9 shall: (i) with regard to the Trade Secrets, remain in effect as long as the information constitutes a trade secret under applicable law; and (ii) with regard to the Confidential Information, remain in effect for so long as such information constitutes Confidential Information as defined in Section 9.5 below. The confidentiality, property, and proprietary rights protections available in this Section 9 are in addition to, and not exclusive of, any and all other rights to which the Company is entitled under federal and state law, including, but not limited to, rights provided under copyright laws, trade secret and confidential information laws, and laws concerning fiduciary duties. Notwithstanding anything to the contrary set forth in this Section 9, pursuant to the Defend Trade Secrets Act of 2016 (18 U.S.C. § 1833(b)(1)) (the “DTSA”), no individual shall be held criminally or civilly liable under federal or state law for the disclosure of a trade secret that: (1) is made (x) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (y) solely for the purpose of reporting or investigating a suspected violation of law; or (2) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. In addition, the DTSA provides that an individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual files any document containing the trade secret under seal and does not disclose the trade secret, except pursuant to court order.

9.4 The Grantee further agrees that, upon termination of employment with the Company for any reason whatsoever or upon the Company’s request at any time, the Grantee will deliver promptly to the Company all materials (including electronically-stored materials), documents, plans, records, notes, or other papers, and any copies in the Grantee’s possession or control, relating in any way to the Company’s Business or containing any Confidential Information or Trade Secrets of the Company, which at all times shall be the property of the Company.

9.5 For purposes of this Section 9, the following terms shall have the meanings specified below:

(a) **“Business”** means (i) those activities, products, and services that are the same as or similar to the activities conducted and products and services offered and/or provided by the Company or its affiliates within two (2) years prior to termination of the Grantee’s employment with the Company, as evidenced by the books and records of the Company; and (ii) the business of (1) financing, renting, leasing, and/or selling new or reconditioned residential furniture, consumer electronics, computers (including hardware, software, and accessories), appliances, household goods, and home furnishings; provided, however, that for purposes of this Section 9, the Business shall not include selling new goods or merchandise by the Grantee or on behalf of or as an employee of any entity or individual that has no involvement in rental, leasing, rent-to-own, or similar activity related to such goods or merchandise either on its own, through a subsidiary or affiliated entity or person, or in partnership with any other entity or person; (2) designing, manufacturing, and/or reconditioning of residential furniture of a type especially suited to the leasing, rental, and sales business; and/or (3) providing web-based, virtual or remote lease-to-own programs or financing.

Companies engaged in the Business include, but are not limited to, the following entities and each of their subsidiaries, affiliates, franchisees, assigns and successors in interest: AcceptanceNow; American First Finance, Inc.; American Rental; Bi-Rite Co., d/b/a Buddy’s Home Furnishings; Bestway Rental, Inc.; Better Finance, Inc.; BillFloat; Bluestem Brands, Inc.; Conn’s, Inc.; Crest Financial; Curacao Finance; Discovery Rentals; Easyhome, Inc.; Flexi Compras Corp.; FlexShopper LLC; Fortiva Financial, LLC; Genesis Financial Solutions, Inc.; Landmark Financial Services, Inc.; Mariner Finance, LLC; Merchants Preferred Lease-Purchase Services; New Avenues, LLC; Okinus; Premier Rental-Purchase, Inc.; Progressive Leasing, LLC (including but not limited to any of its subsidiaries or parent companies); OneMain Financial Holdings, Inc.; Purchasing Power, LLC; Regional Management Corp.; Rent-A-Center, Inc. (including, but not limited to, Colortyme); Santander Consumer USA Inc.; Smart Pay Leasing, Inc.; Springleaf Financial and/or the franchisees of the Springleaf Financial; Tidewater Finance Company; Tempoe LLC; and WhyNotLeaselt.

(b) **“Confidential Information”** means (i) information of the Company or its affiliates, to the extent not considered a Trade Secret under applicable law, that (1) relates to the business of the Company or its affiliates, (2) was disclosed to the Grantee or of which the Grantee became aware of as a consequence of the Grantee’s relationship with the Company, (3) possesses an element of value to the Company, and (4) is not generally known to the Company’s competitors, and (ii) information of any third party provided to the Company which the Company is obligated to treat as confidential, including, but not limited to, information provided to the Company by its licensors, suppliers, or customers. Confidential Information includes, but is not limited to, (i) methods of operation, (ii) price lists, (iii) financial information and projections, (iv) personnel data, (v) future business plans, (vi) the composition, description, schematic or design of products, future products or equipment of the Company or any third party, (vii) work product, (viii) advertising or marketing plans, and (ix) information regarding independent contractors, employees, clients, licensors, suppliers, Customers, Prospective Customers, or any third party, including, but not limited to, the names of Customers and Prospective Customers, Customer and Prospective Customer

lists compiled by the Company, and Customer and Prospective Customer information compiled by the Company. Confidential Information shall not include any information that (x) is or becomes generally available to the public other than as a result of an unauthorized disclosure, (y) has been independently developed and disclosed by others without violating this Agreement or the legal rights of any party, or (z) otherwise enters the public domain through lawful means.

(c) “**Customer**” means any person or entity to which the Company has sold its products or services.

(d) “**Employee**” means any person who (i) is employed by the Company at the time the Grantee’s employment with the Company ends, or (ii) was employed by the Company during the last year of the Grantee’s employment with the Company (or during the Grantee’s employment if employed less than a year).

(e) “**Key Employee**” means that, by reason of the Company’s investment of time, training, money, trust, exposure to the public, or exposure to Customers, vendors, or other business relationships during the course of the Grantee’s employment with the Company, the Grantee will gain a high level of notoriety, fame, reputation, or public persona as the Company’s representative or spokesperson, or will gain a high level of influence or credibility with the Company’s Customers, vendors, or other business relationships, or will be intimately involved in the planning for or direction of the business of the Company or a defined unit of the business of the Company. Such term also means that the Grantee will possess selective or specialized skills, learning, or abilities or customer contacts or customer information by reason of having worked for the Company.

(f) “**Material Interaction**” means any interaction with an Employee which relates or related, directly or indirectly, to the performance of the Grantee’s duties or the Employee’s duties for the Company.

(g) “**Person**” has the meaning ascribed to such term in the Plan. For the avoidance of doubt, a Person shall include any individual, corporation, bank, partnership, joint venture, association, joint-stock company, trust, unincorporated organization or other entity.

(h) “**Professional**” means an employee who has a primary duty the performance of work requiring knowledge of an advanced type in a field of science or learning customarily acquired by a prolonged course of specialized intellectual instruction or requiring invention, imagination, originality, or talent in a recognized field of artistic or creative endeavor. Such term shall not include employees performing technician work using knowledge acquired through on-the-job and classroom training, rather than by acquiring the knowledge through prolonged academic study, such as might be performed, without limitation, by a mechanic, a manual laborer, or a ministerial employee.

(i) “**Prospective Customer**” means any person or entity to which the Company has solicited to purchase the Company’s products or services.

(j) “**Territory**” means, (i) with respect to a Grantee who is a corporate employee, the United States of America (including the following states: Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana,

Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, and Wyoming, as well as the District of Columbia); and/or (ii) with respect to a Grantee whose duties relate only to certain store locations, regions, or divisions, the State(s) in which the Grantee performed services for or on behalf of the Company during the last two (2) years of the Grantee's employment with the Company (or during the Grantee's employment if employed less than two (2) years), or the State(s) in which the Company operated the Business and about which the Grantee had access to Confidential Information or Trade Secrets regarding those operations. The Grantee agrees that the Company conducts the Company's Business in the Territory.

Because the Company will provide the Grantee with access to the Company's Confidential Information, Trade Secrets, and valuable information concerning employees, Customers, and Prospective Customers of the Company, and because the Company considers promotions and transfers, and contemplates expansion to new geographic areas, the parties acknowledge and agree that the Territory described above (1) represents a good faith estimate of the geographic areas that may be applicable at the time of termination of the Grantee's employment; (2) shall be construed ultimately to cover only so much of such estimate as relates to the geographic areas actually involved within a reasonable period of time prior to the Grantee's termination; and (3) is drafted in such a way that a court may modify the definition and grant only the relief reasonably necessary to protect such legitimate business interests.

(k) "**Trade Secrets**" means information of the Company, and its licensors, suppliers, clients, and customers, without regard to form, including, but not limited to, technical or nontechnical data, a formula, a pattern, a compilation, a program, a device, a method, a technique, a drawing, a process, financial data, financial plans, product plans, a list of actual customers, clients, licensors, or suppliers, or a list of potential customers, clients, licensors, or suppliers which is not commonly known by or available to the public and which information (i) derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use, and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

9.6 If, during Grantee's employment with the Company or at any time during the restrictive periods described above, the Grantee violates the restrictive covenants set forth in this Section 9, then the Committee may, notwithstanding any other provision in this Agreement to the contrary, cancel any Performance Shares outstanding under this Agreement that have not yet vested. The Grantee agrees that this Section 9 shall survive the termination of his or her employment.

9.7 If the Grantee breaches or threatens to breach any portion of this Section 9, the Grantee agrees that: (a) the Company would suffer irreparable harm; (b) it would be difficult to determine damages, and money damages alone would be an inadequate remedy for the injuries suffered by the Company; and (c) if the Company seeks injunctive relief to enforce any of the covenants set forth in this Section 9, the Grantee shall waive and shall not (i) assert any defense that the Company has an adequate remedy at law with respect to the breach, (ii) require that the Company submit proof of

the economic value of any Trade Secret or Confidential Information, or (iii) require the Company to post a bond or any other security. Nothing contained in this Section 9 or this Agreement shall limit the Company's right to any other remedies at law or in equity.

9.8 The parties agree that each of the covenants set forth in this Section 9 shall be construed as an agreement independent of (i) any other agreements, or (ii) any other provision in this Agreement, and the existence of any claim or cause of action by the Grantee against the Company, whether predicated on this Agreement or otherwise, regardless of who was at fault and regardless of any claims that either the Grantee or the Company may have against the other, shall not constitute a defense to the enforcement by the Company of any of the covenants set forth in this Section 9. The Company shall not be barred from enforcing any of the covenants set forth in this Section 9 by reason of any breach of (i) any other part of this Agreement, or (ii) any other agreement with the Grantee.

9.9 The Company's failure to enforce any provision of this Section 9 shall not act as a waiver of that or any other provision. The Company's waiver of any breach of this Section 9 shall not act as a waiver of any other breach. The provisions of this Section 9 are severable. If any provision is determined to be invalid, illegal, or unenforceable, in whole or in part, then such provision shall be modified so as to be enforceable to the maximum extent permitted by law. If such provision cannot be modified to be enforceable, the provision shall be severed from this Agreement to the extent unenforceable. The remaining provisions and any partially enforceable provisions shall remain in full force and effect.

9.10 Notwithstanding any other provision of this Agreement, nothing contained herein limits the Grantee's ability to file a charge or complaint with the Equal Employment Opportunity Commission, the National Labor Relations Board, the Occupational Safety and Health Administration, the Securities and Exchange Commission or any other federal, state or local governmental agency or commission (collectively, "**Government Agencies**"), and the Grantee is not prohibited from providing truthful testimony or accurate information in connection with any investigation being conducted into the business or operations of the Company by any Government Agency or other regulator that is responsible for enforcing a law on behalf of the government or otherwise providing information to the appropriate government regulatory agency or body regarding conduct or action undertaken or omitted to be taken by the Company that the Grantee reasonably believes is illegal or in material non-compliance with any financial disclosure or other regulatory requirement applicable to the Company, and for purposes of clarity, the Grantee is not prohibited from providing information voluntarily to the Securities and Exchange Commission pursuant to Section 21F of the Exchange Act. The Grantee is not required to obtain the approval of, or give notice to, the Company or any of its representatives to take any action permitted under this Section 9.10.

9.11 The laws of the State of Georgia shall govern the restrictive covenants set forth in this Section 9. If Georgia's conflict of law rules would apply another state's laws, the Company and Grantee agree that Georgia law shall still govern. Grantee further agrees that any and all claims arising out of or relating to this Section 9 shall solely and exclusively be (i) brought in the Superior Court of Cobb County, Georgia, or (ii) brought in or removed to the United States District Court for the Northern District of Georgia, Atlanta Division. Grantee consents to the personal jurisdiction of the courts identified above. Grantee also waives (a) any objection to jurisdiction or venue, or (b) any defense claiming lack of jurisdiction or venue, in any action brought in such courts.

## **10. Modification of Agreement**

No provision of this Agreement may be materially amended or waived unless agreed to in writing and signed by the Committee (or its designee). Any such amendment to this Agreement that is materially adverse to the Grantee shall not be effective unless and until the Grantee consents, in writing, to such amendment (provided that any amendment that is required to comply with Code Section 409A or Section 10D of the Exchange Act shall be effective without consent). The failure to exercise, or any delay in exercising, any right, power or remedy under this Agreement shall not waive any right, power or remedy which the Company has under this Agreement.

## **11. Clawback**

This Award of Performance Shares and the Shares received upon settlement of the Performance Shares shall be subject to clawback by the Company to the extent provided in any policy adopted by the Board including any policy adopted to comply with the requirements of Section 954 of the Dodd-Frank Wall Street Reform and Consumer Protection Act.

## **12. Severability**

Should any provision of this Agreement be held by a court of competent jurisdiction to be unenforceable or invalid for any reason, the remaining provisions of this Agreement shall not be affected by such holding and shall continue in full force in accordance with their terms. In the event it is determined by a court of competent jurisdiction that any restrictive covenant set forth in this Agreement is excessive in duration or scope or is otherwise unenforceable as drafted, it is the intent of the parties that such restriction be modified by the court to render it enforceable to the maximum extent permitted by law.

## **13. Governing Law**

The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of Georgia without giving effect to the conflicts of laws principles thereof. Any action arising under or related to this Agreement shall be filed exclusively in the state or federal courts with jurisdiction over Cobb County, Georgia and each of the parties hereby consents to the jurisdiction and venue of such courts.

## **14. Successors in Interest**

This Agreement shall inure to the benefit of, and be binding upon, the Company and its successors and assigns, and upon any Person acquiring, whether by merger, consolidation, reorganization, purchase of stock or assets, or otherwise, all or substantially all of the Company's assets and business. Without limiting Section 5 hereof, this Agreement shall inure to the benefit of the Grantee's legal representatives. Without limiting Section 5 hereof, all obligations imposed upon the Grantee and all rights granted to the Company under this Agreement shall be final, binding and conclusive upon the Grantee's heirs, executors, administrators and successors.

## 15. Resolution of Disputes

Any dispute or disagreement which may arise under, or as a result of, or in any way relate to the interpretation, construction or application of this Agreement shall be determined by the Committee. Any determination made by the Committee hereunder shall be final, binding and conclusive on the Grantee and the Company for all purposes.

## 16. Code Section 409A

This Agreement and this award of Performance Shares is intended to satisfy the requirements of Code Section 409A and any regulations or formal guidance that may be adopted thereunder from time to time (“**Code Section 409A**”) and shall be interpreted by the Committee as it determines necessary or appropriate in accordance with Code Section 409A to avoid a plan failure under Code Section 409A(a)(1). In order to be exempt from, or comply with, Section 409A of the Code, (i) under all circumstances, vested Performance Shares that have not otherwise been forfeited shall be settled by delivery of the Shares no later than March 15<sup>th</sup> of the year following the year in which the Performance Shares vest (and in all events within the short-term deferral period for purposes of Section 409A of the Code), and (ii) this Agreement is subject to the provisions of Section 18.13 of the Plan. This Section 16 does not create any obligation on the part of the Company to modify the terms of this Agreement or the Plan and does not guarantee that the Performance Shares or the delivery of Shares upon settlement of the Performance Shares will not be subject to taxes, interest and penalties or any other adverse tax consequences under Code Section 409A. The Company will have no liability to the Grantee or any other party if the Performance Shares, the delivery of Shares upon settlement of the Performance Shares or any other payment hereunder that is intended to be exempt from, or compliant with, Code Section 409A, is not so exempt or compliant or for any action taken by the Committee with respect thereto.

## 17. Entire Agreement

This Agreement (including the Statement of Performance Goals attached hereto) constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and, effective as of the Grant Date, supersedes all prior or contemporaneous representations, warranties, understandings, and agreements, written and oral, with respect to such subject matter. Notwithstanding the foregoing, the restrictive covenants in Section 9 of this Agreement do not supersede the restrictive covenants in any other types of agreements entered into between the Grantee and the Company, such as employment agreements.

*[Signature Page Follows]*



IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

THE AARON'S COMPANY, INC.

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

By signing below or by accepting this award of Performance Shares as evidenced by electronic means acceptable to the Committee, Grantee hereby (i) acknowledges that a copy of the Plan, the Plan Prospectus and the Company's latest annual report to shareholders or annual report on Form 10-K are available from the Company's intranet site or upon request, (ii) represents that Grantee is familiar with the terms and provisions of this Agreement and the Plan, and (iii) accepts the award of Performance Shares subject to all the terms and provisions of this Agreement and the Plan using an online grant agreement/e-signature. Grantee hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Compensation Committee of the Board of Directors upon any questions arising under the Plan. Grantee authorizes the Company to withhold from any compensation payable to Grantee, including by withholding Shares, in accordance with applicable law, any taxes required to be withheld by federal, state or local law as a result of the grant, vesting or settlement of the Performance Shares.

GRANTEE:

[GRANTEE NAME]

**[STATEMENT OF PERFORMANCE GOALS TO BE ATTACHED]**

<b>NAME</b>	<b>STATE OR COUNTRY OF INCORPORATION</b>
Aaron's, LLC	Georgia
Aaron Investment Company	Delaware
Aaron's Canada, ULC	Canada
Aaron's Logistics, LLC	Georgia
Envizzo, LLC	Georgia
Aaron's Procurement Company, LLC	Georgia
Aaron's Strategic Services, LLC	Georgia
Aaron's Business Real Estate Holdings, LLC	Georgia
Aaron's US HoldCo, Inc.	Georgia
Aaron's Retail Solutions, LLC	Georgia
Woodhaven Furniture Industries, LLC	Georgia
99LTO, LLC	Georgia

**Consent of Independent Registered Public Accounting Firm**

We consent to the incorporation by reference in the following Registration Statements:

- 1) Registration Statement (Form S-8 No. 333-250900) dated November 19, 2020 pertaining to The Aaron's Company, Inc. 2020 Equity and Incentive Plan, The Aaron's Company, Inc. Employer Stock Purchase Plan and The Aaron's Company, Inc. Deferred Compensation Plan,
- 2) Registration Statement (Form S-8 No. 333-252198) dated January 19, 2021 pertaining to the Aaron's 401(k) Retirement Plan, and
- 3) Registration Statement (Form S-8 No. 333-259062) dated August 25, 2021 pertaining to The Aaron's Company, Inc. Amended and Restated 2020 Equity and Incentive Plan;

of our reports dated February 23, 2022, with respect to the consolidated and combined financial statements of The Aaron's Company, Inc. and the effectiveness of internal control over financial reporting of The Aaron's Company, Inc. included in this Annual Report (Form 10-K) of The Aaron's Company, Inc. for the year ended December 31, 2021.

/s/ Ernst & Young LLP

Atlanta, Georgia  
February 23, 2022

**CERTIFICATION**

I, Douglas A. Lindsay, certify that:

1. I have reviewed this annual report on Form 10-K of The Aaron's Company, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f) for the registrant and have:
  - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected or is reasonably likely to materially affect the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal controls over financial reporting.

Date: February 23, 2022

/s/ Douglas A. Lindsay

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Douglas A. Lindsay

Chief Executive Officer and Director  
(Principal Executive Officer)

**CERTIFICATION**

I, C. Kelly Wall, certify that:

1. I have reviewed this annual report on Form 10-K of The Aaron's Company, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected or is reasonably likely to materially affect the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal controls over financial reporting.

Date: February 23, 2022

/s/ C. Kelly Wall

C. Kelly Wall

Chief Financial Officer (Principal Financial Officer)

**CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350, AS ADOPTED  
PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

I, Douglas A. Lindsay, Chief Executive Officer of The Aaron's Company, Inc. (the "Company"), certify, pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, 18 U.S.C. Section 1350, that:

- (1) The Annual Report on Form 10-K of the Company for the annual period ended December 31, 2021 (the "Report") fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: February 23, 2022

/s/ Douglas A. Lindsay

Douglas A. Lindsay

Chief Executive Officer and Director  
(Principal Executive Officer)

**CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350, AS ADOPTED  
PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

I, C. Kelly Wall, Chief Financial Officer of The Aaron's Company, Inc. (the "Company"), certify, pursuant to section 906 of the Sarbanes-Oxley Act of 2002, 18 U.S.C. Section 1350, that:

- (1) The Annual Report on Form 10-K of the Company for the annual period ended December 31, 2021 (the "Report") fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: February 23, 2022

/s/ C. Kelly Wall

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C. Kelly Wall

Chief Financial Officer (Principal Financial Officer)