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

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 OR 15(d) of The Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): November 12, 2018

LEGACY EDUCATION ALLIANCE, INC.
(Exact name of registrant as specified in its charter)

Nevada

(State or other jurisdiction
of incorporation)

000-55790

(Commission File Number)

39-2079974

(IRS Employer
Identification No.)

1612 Cape Coral Parkway East, Cape Coral, Florida

(Address of principal executive offices)

33904

(Zip Code)

Registrant's telephone number, including area code: **(239) 542-0643**

N/A

(Former name or former address, if changed since last report.)

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

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

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

Emerging growth company

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

Item 1.01 Entry into a Material Definitive Agreement.

On November 12, 2018, the Board of Directors of Legacy Education Alliance, Inc. (the “Company”) approved an amendment (the “Amendment”) to the Rights Agreement dated as of February 16, 2017 by and between the Company and VStock Transfer LLC, as Rights Agent (the “Rights Agreement”), to (i) extend the Final Expiration Date, as defined in the Rights Agreement, to the close of business on February 15, 2021, and (ii) to provide for the construction of the Rights Agreement and all other related documents in a manner consistent with the extension of the Final Expiration Date.

The extension of the Final Expiration Date under the Rights Agreement was entered into to ensure that the Board of Directors would continue to have sufficient time to consider any proposal from a third party that might result in a change in control of the Company, to ensure that all stockholders receive fair and equal treatment in the event of any such a proposal, and to encourage any potential acquirer to negotiate with the Board of Directors. In addition, extending the Rights Agreement will guard against partial tender offers, open market accumulations and other coercive tactics aimed at gaining control of the Company without paying all stockholders a full control premium for their shares. The Rights Agreement was not amended in response to any specific takeover offer.

The foregoing summary of the Amendment does not purport to be complete and is qualified in its entirety by reference to the Amendment, which is attached hereto as Exhibit 4.1 and is incorporated herein by reference.

Item 3.03 Material Modification to Rights of Security Holders.

Please see the disclosure set forth under Item 1.01, which is incorporated by reference into this Item 3.03.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

4.1 [Amendment to Rights Agreement, dated as of November 12, 2018, between Legacy Education Alliance, Inc. and VStock Transfer, LLC.](#)

SIGNATURES

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

LEGACY EDUCATION ALLIANCE, INC.

Date: November 16, 2018

By: /s/ Anthony C. Humpage
Name: Anthony C. Humpage
Title: Chief Executive Officer

**AMENDMENT
TO
RIGHTS AGREEMENT
OF
LEGACY EDUCATION ALLIANCE, INC.
A Nevada Corporation**

This **AMENDMENT TO RIGHTS AGREEMENT** is made and entered into as of November 12, 2018 (this “*Amendment*”), between Legacy Education Alliance, a Nevada corporation (the “*Company*”), and Vstock Transfer, LLC, a California limited liability company (the “*Rights Agent*”). The capitalized terms used and not otherwise defined herein have the respective meanings given to them in that certain Rights Agreement, between the Company and the Rights Agent, dated as of February 16, 2017 (the “*Rights Agreement*”).

RECITALS

WHEREAS, the Board of Directors of the Company (the “*Board of Directors*”) has determined that it is in the best interests of the Company and its stockholders to amend the Rights Agreement to extend the Final Expiration Date for the Rights;

WHEREAS, pursuant to Section 26 of the Rights Agreement, for so long as the Rights are then redeemable, the Company and the Rights Agent may, if the Board of Directors so directs, supplement or amend any provision of the Rights Agreement as the Board of Directors may deem necessary or desirable without the approval of any holders of Rights; and

WHEREAS, all acts necessary to make this Amendment a valid agreement, enforceable in accordance with its terms have been done and performed, and the execution and delivery of this Amendment by the Company has been in all respects duly authorized by the Company.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements set forth in the Rights Agreement and in this Amendment and for other good and valuable consideration, the parties hereto agree as follows:

1. Amendment to Section 7.1(i). Clause (i) of Section 7.1 of the Rights Agreement is hereby amended and restated to read as follows:

“(i) the close of business on February 15, 2021 (the ‘*Final Expiration Date*’).”

2. Right Certificate. The form of Right Certificate attached to the Rights Agreement and all other related documents shall be modified, where appropriate, to make reference to this Amendment and reflect the amendments contained herein.

3. Effectiveness. This Amendment shall be deemed effective as of the date first written above, as if executed on such date. Except as expressly provided herein, the Rights Agreement is not being amended, modified or supplemented in any respect, and it remains in full force and effect.

4. Miscellaneous.

(a) Except as otherwise expressly provided, or unless the context otherwise requires, capitalized terms used in this Amendment shall have the respective meanings assigned to them in the Rights Agreement.

(b) This Amendment shall be deemed to be a contract made under the internal and substantive laws of the State of Nevada and for all purposes shall be governed by and construed in accordance with the internal and substantive laws of such State applicable to contracts made and performed entirely within such State, except as otherwise indicated in Section 32 of the Rights Agreement.

(c) If any term, provision, covenant or restriction of this Amendment is held by a court of competent jurisdiction or other authority to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Amendment shall remain in full force and effect and shall in no way be affected, impaired or invalidated; provided, however, that nothing in this *Section 4(c)* will affect the ability of the Company under the provisions of Section 26 of the Rights Agreement to supplement or amend this Amendment to replace such invalid, void or unenforceable term, provision, covenant or restriction with a legal, valid and enforceable term, provision, covenant or restriction.

(d) Descriptive headings of the several Sections of this Amendment are inserted for convenience only and will not control or affect the meaning or construction of any of the provisions hereof.

(e) This Amendment may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same instrument. A signature to this Amendment executed and/or transmitted electronically shall have the same authority, effect, and enforceability as an original signature.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed as an instrument under seal and attested, all as of the day and year first above written.

LEGACY EDUCATION ALLIANCE, INC.

By: /s/ James E. May

Name: James E. May

Title: Sr. VP, General Counsel and Secretary

VSTOCK TRANSFER, LLC as Rights Agent

By: /s/ Yoel Goldfeder

Name: Yoel Goldfeder

Title: CEO
