
ASBURY AUTOMOTIVE GROUP, INC.

CORPORATE GOVERNANCE GUIDELINES

The Board of Directors (the “Board”) of Asbury Automotive Group, Inc. (“Asbury”) has adopted these guidelines to assist the Board in the performance of its duties and the exercise of its responsibilities in accordance with the corporate governance standards of the New York Stock Exchange. These guidelines should be reviewed in conjunction with Asbury’s Restated Certificate of Incorporation, By-Laws, the charters of each of the Board’s Committees and all applicable state or local laws or regulations. Except to the extent that they reflect the requirements of the New York Stock Exchange for listed companies, these guidelines are not intended to be rigid rules that govern the Board’s activities.

These guidelines are subject to modification from time to time by the Board as it may deem appropriate, or as required by applicable laws, regulations or rules. The Board reviews these guidelines at least annually.

DIRECTOR RESPONSIBILITIES

The business and affairs of Asbury are managed under the direction of the Board. In all actions taken by the Board, the Directors are expected to exercise their business judgment in what they reasonably believe to be the best interests of Asbury and its stockholders. In discharging their obligations, Directors may rely on the honesty and integrity of Asbury’s senior executives and its outside advisors and auditors. Nevertheless, the Board must recognize that it has an active, not a passive, responsibility.

Each Director is expected to understand Asbury’s business and the markets in which it operates; regularly attend meetings of the Board and the Committees on which he/she serves; review and understand the materials provided in advance of the meetings and any other materials provided from time to time; actively, objectively and constructively participate in meetings and the strategic decision making process; and share his or her perspective, background, experience, knowledge and insights as they relate to matters before the Board and its Committees.

DIRECTOR QUALIFICATIONS

Board nominees will be evaluated in the context of the current composition of the Board, Asbury’s operating requirements and the long-term interests of the stockholders. In performing this evaluation, the Board will consider the diversity, age, skills, experience and other factors it deems appropriate given the needs of the Board and Asbury to maintain a balance of knowledge, experience and capabilities. Qualified director nominees shall possess high moral character and personal integrity, a high level of leadership or managerial experience, experience and knowledge relative to matters affecting Asbury, the ability and willingness to contribute to the Board, the ability to exercise sound, independent business judgment, a long term commitment to the interests of Asbury’s stockholders and its growth, freedom from conflicts of interest, the ability to dedicate sufficient time, energy and attention to Board activities and the diligent performance of his or her duties, and reflect the diversity of Asbury’s stockholders, employees, customers and communities.

A majority of the Directors on the Board must be independent, as determined in accordance with the attached [Exhibit A](#). The Board has adopted the general and categorical standards set forth in the attached [Exhibit A](#) to assist the Board in making independence determinations. These general and categorical standards are intended to comply with the New York Stock Exchange corporate governance rules and all other applicable laws, rules and regulations regarding director independence in effect from time to time.

VOTING FOR DIRECTORS

In an uncontested election, any nominee for Director who receives a greater number of votes “withheld” from his or her election than votes “for” his or her election (a “Majority Withheld Vote”) shall tender his or her resignation as a Director to the Board promptly following the certification of the election results. For purposes of this policy, a “contested” election is an election in which the number of nominees for Director exceeds the number of Directors to be elected. Neither abstentions nor broker non-votes will be deemed to be votes for or withheld from a Director’s election for purposes of this policy.

The Governance and Nominating Committee will consider each resignation tendered under this policy and recommend to the Board whether to accept or reject it. The Board will act on each tendered resignation within 90 days following the certification of the election results. The Board will promptly disclose publicly (1) its decision whether to accept or reject the Director’s tendered resignation and (2) if rejected by the Board, the Board’s reasons for rejecting the tendered resignation. The Governance and Nominating Committee in making its recommendation, and the Board of Directors in making its decision, may consider any factors or other information that it considers appropriate, including, without limitation, the reasons (if any) given by shareholders as to why they withheld their votes, the qualifications of the tendering Director, his or her contributions to the Board of Directors and the Company, and the results of the most recent evaluation of the tendering Director’s performance by the Governance and Organization Committee and other members of the Board of Directors.

Any Director who tenders his or her resignation pursuant to this provision will not participate in the Governance and Nominating Committee’s recommendation or Board’s action regarding whether to accept or reject the tendered resignation. If, however, each member of the Governance and Nominating Committee received a Majority Withheld Vote in the same election, then the Board will appoint a committee comprised solely of independent Directors who did not receive a Majority Withheld Vote in that election to consider each tendered resignation and recommend to the Board whether to accept or reject it.

If a Director’s tendered resignation is rejected by the Board, the Director will continue to serve for the remainder of his or her term and until his or her successor is duly elected, or his or her earlier death, resignation or removal.

If a Director’s tendered resignation is accepted by the Board, then the Board, in its sole discretion, may fill any resulting vacancy or may decrease the number of Directors comprising the Board, in each case pursuant to the provisions of and to the extent permitted by Asbury’s Restated Certificate of Incorporation and Bylaws.

BOARD SERVICE LIMITATIONS, AND NOTIFICATION AND APPROVAL REQUIREMENTS

Age Service Limitation

A Director may not stand for re-election if he or she would be age 74 years or older at the date of the election, but need not resign until the end of his or her term. However, the Board may waive this age limitation, on an annual basis, upon the recommendation of the Governance & Nominating Committee if, in light of all of the circumstances, it determines that a director’s continued service is in the best interests of the Company and its stockholders. In no event may the Board waive the requirement more than twice for any individual director.

Limit on Number of Public Company Boards – Independent Directors

An independent director can serve on a maximum of four (4) public company boards (including Asbury’s board), however, the Board, upon the recommendation of the Governance & Nominating Committee, may make exceptions to this limit, if in light of all of the circumstances, it determines that an exception is in the

best interest of the Company and its stockholders. An independent director shall provide advance notice to the chair of the Governance & Nominating Committee of his/her acceptance of an invitation to serve on a board of any other public company.

Limit on Number of Public Company Boards –Employees

An employee can serve on a maximum of two (2) public company boards (including Asbury's board), however, the Board, upon the recommendation of the Governance & Nominating Committee, may make exceptions to this limit, if in light of all of the circumstances, it determines that an exception is in the best interest of the Company and its stockholders. An employee shall provide advance notice to the chair of the Governance & Nominating Committee, and obtain approval of the Board in advance of his/her acceptance of an invitation to serve on the board of directors of any public company.

LEAD INDEPENDENT DIRECTOR

If the Chairman of the Board is the CEO or any other officer or employee of the Company or is not an independent director, the non-management, independent Directors shall designate a non-management, independent member of the Board to serve as Lead Independent Director for a minimum term continuing until the earlier of (i) such time as the Chairman of the Board is not the CEO or any other officer or employee of Asbury, or is otherwise an independent Director, and (ii) the next annual election of Directors, and may serve additional consecutive or non-consecutive terms. The Lead Independent Director shall have such authority and perform such duties as may be provided for in these Corporate Governance Guidelines and as may otherwise be assigned by the non-employee, independent members of the Board, including the following:

- calling, setting agendas for, and presiding over non-management executive sessions of the Board;
- calling special meetings of the full Board;
- collaborating and consulting with the Chairman and CEO, the Secretary of Asbury, and other senior management concerning schedules and agendas for and written materials to be distributed in advance of or to be presented at Board meetings, and approving or directing the approval of the schedules, agendas, and materials for Board meetings;
- collaborating and consulting with committee chairs concerning schedules, agendas, and written materials;
- presiding over Board meetings in the absence of the Chairman;
- serving as a liaison between independent directors and the Chairman if and to the extent necessary or advisable;
- receiving and evaluating substantive direct communications from interested parties to non-management Directors;
- where circumstances require communication from the Board to stockholders, being available with the Chairman and CEO for consultation and direct communication with stockholders; and
- calling special meetings of the non-management, independent Directors.

DIRECTORS WHO CHANGE THEIR PRINCIPAL BUSINESS ASSOCIATION

Individual Directors who change their principal business association are expected to offer to resign from the Board, subject to the Board's acceptance of the resignation. The Board does not believe that a Director in this circumstance should necessarily be required to leave the Board. Rather, the Board believes the Governance and Nominating Committee should have the opportunity to assess each situation based on

the individual circumstances and make a recommendation to the Board as to whether to accept the resignation.

DIRECTOR ACCESS TO MANAGEMENT & APPROPRIATE INDEPENDENT ADVISORS

Board members have full and free access to senior management and other employees of Asbury, and, in addition, the Audit Committee has full and free access to Asbury's independent auditors. The Board and its Committees have the authority and necessary funding to engage independent counsel and other advisors as it determines necessary to carry out their duties.

NON-MANAGEMENT EXECUTIVE SESSIONS OF THE BOARD OF DIRECTORS

The non-management Directors shall meet on a regular basis outside the presence of the Directors who are members of management. Asbury shall indicate in its annual proxy statement either (i) the name of the Director who shall preside at such non-management sessions or (ii) the method by which such Director will be selected, as well as the means by which interested parties can communicate directly with either such presiding Director or the non-management Directors as a group. If the non-management group includes Directors who are not independent, at least annually there shall be an executive session including only independent Directors.

DIRECTOR COMPENSATION

The form and amount of compensation for Directors is determined by the Board, upon recommendation of the Governance and Nominating Committee. Such compensation will be reviewed annually. The Director compensation program should be designed to attract and retain candidates who meet the Director Qualifications listed above, with the general objective of providing Directors with compensation that is customary in comparison to practices of similar companies. The compensation program should also include appropriate compensation for Committee chairs and members in light of their additional commitment and contribution to Asbury and the Board.

Directors who are also employees of Asbury, or employees or principals of Asbury's affiliates, will receive no additional compensation for serving on the Board or its Committees.

DIRECTOR ORIENTATION & CONTINUING EDUCATION

Asbury provides an orientation program for new Directors to acquaint them with Asbury's business, strategic plans, management team and internal and independent auditors.

Asbury encourages its Directors to participate in continuing education programs to assist them in maintaining the necessary level of expertise to perform their responsibilities as a Director.

MANAGEMENT SUCCESSION

The Board or designated Committee shall oversee that Asbury has an adequate system and procedures for the education, development and orderly succession of senior managers. The CEO will report annually to the Board or designated Committee on Asbury's program for succession planning and management development. Such report will include the CEO's recommendation and evaluations of potential successors.

The Board is responsible for CEO succession planning. It will collaborate with the current CEO as appropriate in such planning, including timing and the identification of successors. The CEO shall identify to the Board a short-term succession plan in the unexpected event the CEO or another executive officer is unable to fulfill his or her responsibilities.

ANNUAL PERFORMANCE EVALUATION OF THE BOARD

The Board or a designated Committee will conduct an annual review of Board performance and effectiveness. In connection with this review, the evaluating entity shall solicit comments from all Directors, and any other appropriate persons. The annual review will include an assessment of (i) each Director's contributions to the Board, (ii) each outside Director's qualification as independent under applicable rules, laws and regulations and (iii) the Chair's performance of his or her role for the Board.

Each Committee shall conduct an annual evaluation of its own performance as provided in its charter. The results of the Board and Committee evaluations shall be summarized and presented to the Board.

POLICY ON DIRECTOR & EXECUTIVE OFFICER STOCK OWNERSHIP

In order to better align the interests of Asbury's stockholders and the Directors and the executive officers of Asbury, the Board has adopted the following stock ownership guidelines:

- each non-employee director shall own at least the value of Asbury shares equal to 5 times his or her annual retainer;
- the Chief Executive Officer shall own at least the value of Asbury shares equal to 5 times his or her base salary;
- the Chief Operating Officer and the Senior Vice President & Chief Financial Officer shall own at least the value of Asbury shares equal to 3 times his or her base salary; and
- Each other Senior Vice President shall own at least the value of Asbury shares equal to 2 times his or her base salary.

Equity Ownership Calculation

The number of shares that each non-employee director or officer must own will be set as a specific number of shares using the 12-month average daily closing price of Asbury common stock as of December 31st of each year. In no event will the specific ownership requirement be based on a 12-month average closing price of Asbury common stock as of December 31 that represents more than a thirty percent (30%) decline as compared to the 12-month average closing price of Asbury common stock in the immediately prior year. For purposes of calculating "equity ownership" under the guidelines, the executive officer or non-employee director shall be deemed to own each of the following: (i) all restricted stock whether vested or unvested, (ii) all restricted stock units whether vested or unvested, (iii) all performance share units that are earned, even if not vested and (iv) all shares of common stock in each case that are held by the executive officer or non-employee director. Stock options whether vested and exercisable or not will not be deemed as owned for purposes of determining equity ownership under the guidelines.

Timeline for Achievement of Guidelines

Asbury expects its non-employee Directors and executive officers will achieve the requirements of stock ownership within five (5) years of their becoming a non-employee Director or executive officer as the case may be.

Pre-Approval of Sales

Each Director and executive officer must retain 100% of the Asbury shares received (net of tax) until such time as his or her applicable equity ownership requirement is met. Additionally, no employee Director or executive officer may sell any Asbury shares if: (i) such officer or non-employee director has not achieved his or her Asbury stock ownership requirement under the guidelines or (ii) the proposed sale of Asbury

shares would result in such officer or non-employee director owning less than his or her requisite Asbury stock ownership target under the guidelines. Exceptions: Executive officers and non-employee directors may sell Asbury shares in order to satisfy tax obligations in connection with the vesting of Asbury equity awards or, if in the Governance & Nominating Committee's discretion, compliance with the guidelines would create severe hardship or prevent an equity award recipient from complying with a court order (e.g., as part of a divorce settlement).

Asbury's Governance and Nominating Committee is responsible for reviewing, approving and re-setting the stock ownership guidelines and recommending changes to the Board for the Board's adoption.

RECOUPMENT POLICY

The Recoupment Policy, as set forth on the attached Exhibit B (the "Policy"), requires certain employees to reimburse the Company for the after-tax difference between actual performance-based incentive compensation paid and the performance-based incentive compensation that would have been paid based on the Company's actual financial results, giving effect to any restatement, if so required, or after giving effect to the correction of any accounting, clerical, administrative, mathematical or other error in connection with the making of such payment. The Authorized Directors or Authorized Officers (each as defined in the Policy), as the case may be, need not find direct culpability to enforce recoupment against a "named executive officer," but would need to determine direct culpability prior to seeking recoupment from any other employee other than recoupment as a result of the correction of an accounting, clerical, administrative, mathematical or other error. For the purposes of the Policy, the term "named executive officer" has the same meaning ascribed to it in Item 402 of Regulation S-K of the Securities Exchange Act of 1934, as amended. The Policy also permits the Company to recoup from actual compensation paid any amounts that may have been embezzled, stolen or otherwise misappropriated by such employees.

In the case of a financial restatement, enforcement under the Policy shall be limited to the three-year period following the filing of the financial results in question with the Securities and Exchange Commission.

ANNUAL APPOINTMENT OF CHAIR, ASSIGNMENT & ROTATION OF COMMITTEE MEMBERS

Each year, following the Annual Stockholder Meeting of Asbury, the Governance and Nominating Committee shall review and recommend to the full Board for approval and changes to the Chair of the Board, and all committee member assignments, including designations of the chair of the committees, subject to the five-year mandatory rotation described below. Upon the recommendation of the Governance and Nominating Committee, the Board shall (i) elect a Chair of the Board and (ii) appoint the members of its Committees and their respective Chairs.

FIVE-YEAR MANDATORY ROTATION OF CHAIRS

The chairman of the board and the chairs of each committee shall not serve greater than five (5) years in their respective chair roles, subject to exceptions approved by the Board.

CONFIDENTIALITY & BOARD INTERACTION WITH OUTSIDE INTERESTED PARTIES

In general, proceedings and deliberations of the Board and its Committees are strictly confidential. Each Director is expected to maintain the confidentiality of information received in connection with his or her service as a Director at all times unless disclosure is authorized by the Board of Directors, and to use that information solely for the benefit of the Company. The Board believes that management should generally speak for the Company unless otherwise determined by the Board of Directors. From time to time, the Board

may determine that individual Board members should meet or otherwise communicate on behalf of the Company with various constituencies that are involved with the Company, in which case such communications should occur in accordance with the Company policies and guidelines.

RETENTION OF MATERIALS

It is the Company's policy that the duly recorded minutes of meetings of the Board of Directors and its Committees constitute the record of actions of the Board and its Committees. Board and Board committee materials are prepared for Directors' deliberative purposes and should not be used for other purposes. All Board and Committee materials are to be retained or disposed of in a manner consistent with the Company's document retention policy or in such other manner that the Board deems appropriate.

EXHIBIT A

CRITERIA FOR INDEPENDENT BOARD MEMBERS

GENERAL STANDARD

No Director of Asbury qualifies as independent unless the Board affirmatively determines that the Director has no material relationship with Asbury (either directly or as a partner, shareholder or officer of an organization that has a relationship with Asbury).

CATEGORICAL STANDARDS FOR DIRECTOR INDEPENDENCE

Additionally, no Director of Asbury shall qualify as independent unless he or she satisfies all of the following criteria:

1. He or she has not been employed by, and none of his or her immediate family members has been an executive officer of, Asbury or its consolidated subsidiaries (together, “Asbury”) at any time within the three years preceding the date of this determination;
2. He or she has not received, and none of his or her immediate family members has received, more than \$120,000 per year in direct compensation from Asbury, other than director and committee fees and pension or other forms of deferred compensation for prior service (provided such compensation is not contingent in any way on continued service), at any time within the three years preceding the date of this determination;
 - (A) He or she is not a current partner or employee of a firm that is Asbury’s internal or external auditor;
 - (B) none of his or her immediate family members is a current partner of such a firm;
 - (C) none of his or her immediate family members is a current employee of such a firm and personally works on Asbury’s audit; and
 - (D) neither he, she nor any of his or her immediate family members was, within the last three years, a partner or employee of such a firm and personally worked on Asbury’s audit within that time.
3. He or she has not, and none of his or her immediate family member has, at any time within three years from the date of this determination, been employed, as an executive officer of another company where any of Asbury’s present executive officers serve on that company’s compensation committee; and
4. He or she is not an executive officer or an employee, and none of his or her immediate family member is an executive officer, of a company (other than a tax exempt organization) that, during the current fiscal year or last three completed fiscal years, made payments to, or received payments from, Asbury for property or services in an amount which, in any single year, exceeds the greater of \$1 million, or 2% of such other company’s consolidated gross revenues.

As used in these Categorical Standards for Director Independence, an “immediate family member” includes a person’s spouse, parents, children, siblings, mothers and fathers-in-law; sons and daughters-in-law, brothers and sisters-in-law, and anyone (other than domestic employees) who shares such person’s home.

The foregoing general and categorical standards shall be interpreted and applied consistent with the provisions of Rule 303A.02 (Independence Tests) of the Listed Company Manual of the New York Stock Exchange, including the Commentary and General Commentary thereto.

ADDITIONAL CRITERIA FOR INDEPENDENT AUDIT COMMITTEE & COMPENSATION COMMITTEE MEMBERS

In addition to being independent as determined by the Board of Directors in accordance with the factors set forth above, (a) members of the Audit Committee may not receive, directly or indirectly, any compensation other than directors' fees from Asbury, or be an "affiliated person" of Asbury or any of its subsidiaries as such term is defined under Rule 10A-3 under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and (b) members of the Compensation Committee must qualify as "non-employee directors" as such term is defined under Rule 16b-3 promulgated under the Exchange Act, and further, members of the Compensation Committee cannot be executive officers of a public company at which an executive officer of Asbury serves as a member of such public company's compensation committee.

EXHIBIT B

RECOUPMENT POLICY

INTRODUCTION

The Board of Directors (the “Board”) of the Company has adopted this Recoupment Policy (the “Policy”), to (1) continue the clawback provisions the Company previously had in place (the “General Recoupment Policy”) and (2) satisfy the requirements of the listing standards of the New York Stock Exchange (the “NYSE”), Section 10D of the Securities Exchange Act of 1934 (the “Exchange Act”), and Rule 10D-1 under the Exchange Act (the “Dodd Frank Policy”). The Dodd Frank Policy, which is intended to satisfy such NYSE and Exchange Act requirements, requires and empowers the Company to recover certain compensation erroneously awarded to specified executive officers in the event of an accounting restatement.

GENERAL RECOUPMENT POLICY

Introduction

This Policy includes this General Recoupment Policy that represents a continuation of clawback provisions the Company previously had in place and that operate in addition to, and independently from, the clawback provisions required by the Final Guidance and included in the General Recoupment Policy; provided, however, that to the extent recovery of compensation is achieved by the Company under the General Recoupment Policy, there shall be no duplication of recovery under the General Recoupment Policy or under any other compensation or recoupment or clawback policies, arrangements or provisions of the Company, except as may be required by law. Terms used in this General Recoupment Policy and not otherwise defined are defined as set forth in the Glossary of Terms below.

Recoupment Upon Restatement of Financial Statements

If the Company is required to restate its financial statements due to the material noncompliance of the Company with any financial reporting requirement under the federal securities laws and, subject to the immediately following paragraph, the Board so determines that an employee has received more performance-based incentive compensation (whether cash or equity related) for the relevant fiscal year than would have been paid had such compensation been calculated based on the restated financial results, the employee shall reimburse the Company the after-tax difference between (a) the payment or grant made to the employee and (b) the payment or grant that would have been made to the employee based on the restated results.

If an employee was a Covered Officer during the period covered by the financial results subject to restatement, then the Board shall apply the Dodd Frank Policy. If, however, the employee was not a Covered Officer during the period covered by the financial results subject to the restatement, then the Board must determine that (1) such restate was due to the material noncompliance of the Company with any financial reporting requirement and (2) the employee engaged in fraud or intentional misconduct directly related to the restatement.

Recoupment Upon Misconduct

If the Board determines that any employee of the Company has engaged in embezzlement, fraud or theft, the Board may require to the extent appropriate (1) reimbursement of any compensation (whether cash or

equity related) granted to such employee and (2) cancellation of outstanding equity awards and reimbursement of any gains realized on the exercise, settlement or sale of equity awards held by such employee, in either case, which has been granted or paid to or earned or realized by the employee at any time during the three-consecutive-year period ending on the date on which such embezzlement, fraud or theft is discovered.

Recoupment Upon Certain Other Events

Notwithstanding the foregoing, if the Chief Executive Officer or, in the case of the Chief Executive Officer's compensation, the Chief Financial Officer in consultation with the General Counsel (the "Authorized Officers"), determine that any employee has received more compensation (whether cash or equity related) for the relevant fiscal year than would have been paid had such compensation been calculated without accounting, clerical, administrative, mathematical or other error, the employee shall reimburse the Company the after-tax difference between (a) the payment or grant made to the employee and (b) the payment or grant that would have been made to the employee based on an accurate calculation of such payment. In the case of the foregoing, the Authorized Officers need not determine that such employee's conduct was directly attributable to the accounting, clerical, administrative, mathematical or other error, and such policy applies whether or not the inaccuracy or error was caused by any intentional misconduct.

Recovery

As described in this General Recoupment Policy, the Company may seek recovery of compensation (whether cash or equity related) (as applicable, the "Recoupment Amount") from any of the following sources: compensation or other payments due to the employee from the Company, as permitted by law, prior incentive compensation payments, future payments of incentive compensation, cancellation of outstanding equity awards, future equity awards, gains realized on the exercise of stock options and gains realized upon the subsequent sale of vested stock and shares acquired on the exercise of stock options or the payout of performance share units. Application of this General Recoupment Policy does not preclude the Company from taking any other action to enforce an employee's obligations to the Company, including termination of employment or institution of civil or criminal proceedings.

Notwithstanding the foregoing, the Board may, in its discretion, to the extent permitted by governing law and as appropriate under the circumstances, determine not to seek reimbursement of all or a portion of the Recoupment Amount from an employee under this General Recoupment Policy. In determining whether to seek recovery, the Board shall take into account such considerations as they deem appropriate, including governing law and whether the assertion of a claim may prejudice the interests of the Company in any related proceeding or investigation.

Glossary of Terms

For purposes of this General Recoupment Policy, "**performance-based incentive compensation**" means bonuses and incentive awards and payouts, whether in the form of cash and/or shares of the Company's common stock, that are or were subject to certain performance metrics to be achieved by the Company. No performance-based incentive compensation paid or granted to an employee will be subject to recoupment under this General Recoupment Policy on or after a "change of control" of the Company, as such term is defined in any plan document or award affecting any performance-based incentive compensation subject to this General Recoupment Policy.

DODD-FRANK POLICY

General

Notwithstanding anything in this Policy to the contrary, at all times, the Supplemental Policy remains subject to interpretation and operation in accordance with the final rules and regulations promulgated by the U.S. Securities and Exchange Commission (the “SEC”), the final listing standards adopted by the NYSE, and any applicable SEC or NYSE guidance or interpretations issued from time to time regarding such Covered Compensation recovery requirements (collectively, the “Final Guidance”). Terms used in this Dodd Frank Policy and not otherwise defined are defined as set forth in the Glossary of Terms below.

Dodd Frank Clawback

Unless a Clawback Exception described in the immediately following section applies, the Company will recover reasonably promptly from each Covered Officer the Covered Compensation Received by such Covered Officer in the event that the Company is required to prepare an accounting restatement due to the material noncompliance of the Company with any financial reporting requirement under the securities laws, including any required accounting restatement to correct an error in previously issued financial statements that is material to the previously issued financial statements, or that would result in a material misstatement if the error were corrected in the current period or left uncorrected in the current period (each, an “Accounting Restatement”). If a Clawback Exception applies with respect to a Covered Officer, the Company may forgo such recovery under this Dodd Frank Policy from any such Covered Officer.

Clawback Exceptions

The Company is required to recover all Covered Compensation Received by a Covered Officer in the event of an Accounting Restatement unless (1) one of the following conditions are met and (2) the Board has made a determination that recovery would be impracticable in accordance with Rule 10D-1 under the Exchange Act (under such circumstances, a “Clawback Exception” applies):

- the direct expense paid to a third party to assist in enforcing this Dodd Frank Policy would exceed the amount to be recovered (and the Company has already made a reasonable attempt to recover such erroneously awarded Covered Compensation from such Covered Officer, has documented such reasonable attempt(s) to recover, and has provided such documentation to the NYSE);
- recovery would violate home country law that was adopted prior to November 28, 2022 (and the Company has already obtained an opinion of home country counsel, acceptable to the NYSE, that recovery would result in such a violation, and provided such opinion to the NYSE); or
- recovery would likely cause an otherwise tax-qualified retirement plan, under which benefits are broadly available to employees of the Company, to fail to meet the requirements of Section 401(a)(13) or Section 411(a) of the Internal Revenue Code and regulations thereunder (the “IRC”). For purposes of clarity, this Clawback Exception only applies to tax-qualified retirement plans and does not apply to other plans, including long term disability, life insurance, and supplemental executive retirement plans, or any other compensation that is based on Incentive-Based Compensation in such plans, such as earnings accrued on notional amounts of Incentive-Based Compensation contributed to such plans.

Prohibitions

The Company is prohibited from paying or reimbursing the cost of insurance for, or indemnifying, any Covered Officer against the loss of erroneously awarded Covered Compensation under this Dodd Frank Policy.

Glossary of Terms

For purposes of this Dodd Frank Policy:

- **“Covered Officer”** is defined as any current or former “Section 16 officer” of the Company within the meaning of Rule 16a-1(f) under the Exchange Act, as determined by the Board. Covered Officers include, at a minimum, “executive officers” as defined in Rule 3b-7 under the Exchange Act and identified under Item 401(b) of Regulation S-K.
- **“Covered Compensation”** is defined as the amount of Incentive-Based Compensation (as defined herein) Received during the applicable Recovery Period (as defined in herein) that exceeds the amount of Incentive-Based Compensation that otherwise would have been Received during such Recovery Period had it been determined based on the relevant restated amounts, and computed without regard to any taxes paid.

Incentive-Based Compensation Received by a Covered Officer will only qualify as Covered Compensation if: (1) it is Received on or after October 2, 2023; (2) it is Received after such Covered Officer begins service as a Covered Officer; (3) such Covered Officer served as a Covered Officer at any time during the performance period for such Incentive-Based Compensation; and (4) it is Received while the Company has a class of securities listed on a national securities exchange or a national securities association.

For Incentive-Based Compensation based on stock price or total shareholder return, where the amount of erroneously awarded Covered Compensation is not subject to mathematical recalculation directly from the information in an Accounting Restatement, the amount of such Incentive-Based Compensation that is deemed to be Covered Compensation will be based on a reasonable estimate of the effect of the Accounting Restatement on the stock price or total shareholder return upon which the Incentive-Based Compensation was Received, and the Company will maintain and provide to the NYSE documentation of the determination of such reasonable estimate.

- **“Incentive-Based Compensation”** is defined as any compensation that is granted, earned, or vested based wholly or in part upon the attainment of a Financial Reporting Measure (as defined below). For purposes of clarity, Incentive-Based Compensation includes compensation that is in any plan, other than tax-qualified retirement plans, including long term disability, life insurance, and supplemental executive retirement plans, and any other compensation that is based on such Incentive-Based Compensation, such as earnings accrued on notional amounts of Incentive-Based Compensation contributed to such plans.
- **“Financial Reporting Measure”** is defined as a measure that is determined and presented in accordance with the accounting principles used in preparing the Company’s financial statements, and any measures that are derived wholly or in part from such measures. Stock price and total shareholder return are also Financial Reporting Measures.
- **“Received”**, with respect to, means Incentive-Based Compensation, is deemed to mean any Incentive-Based Compensation received in the Company’s fiscal period during which the Financial Reporting Measure specified in the Incentive-Based Compensation award is attained, even if the payment or grant of the Incentive-Based Compensation occurs after the end of that period.
- **“Recovery Period”** is defined, as applicable, as the three completed fiscal years immediately preceding the Trigger Date (as defined below) and, if applicable, any transition period resulting from a change in the Company’s fiscal year within or immediately following those three completed fiscal years (provided, however, that if a transition period between the last day of the Company’s previous

fiscal year end and the first day of its new fiscal year comprises a period of nine to 12 months, such period would be deemed to be a completed fiscal year).

- **“Trigger Date”** means, with respect to the date as of which the Company is required to prepare an Accounting Restatement, the earlier to occur of: (1) the date that the Board or officers authorized to take action if Board action is not required, concludes, or reasonably should have concluded, that the Company is required to prepare the Accounting Restatement or (2) the date a court, regulator, or other legally authorized body directs the Company to prepare the Accounting Restatement.

ADMINISTRATION AND INTERPRETATION

The Board will administer the Policy in accordance with the Final Guidance, and will have full and exclusive authority and discretion to supplement, amend, repeal, interpret, terminate, construe, modify, replace and/or enforce (in whole or in part) the Policy, including the authority to correct any defect, supply any omission or reconcile any ambiguity, inconsistency or conflict in this Policy, subject to the Final Guidance. The Board will review the Policy from time to time and will have full and exclusive authority to take any action it deems appropriate.

Notwithstanding anything in this Policy to the contrary, the Company’s Chief Executive Officer and Chief Financial Officer remain subject to the recoupment requirements of Section 304 of the Sarbanes-Oxley Act of 2002 (“SOX”). If any such recoupment under Section 304 of SOX occurs, the amounts payable by the Chief Executive Officer and Chief Financial Officer under SOX will be offset against any amount owed to the Company under this Policy to the extent permissible under Section 409A of the IRC. In addition, the Board will otherwise have the authority to offset any compensation or benefit amounts that become due to the applicable employees or Covered Officers under this Policy to the extent permissible under Section 409A of the IRC and as it deems necessary or desirable to recover any compensation.

Each Covered Officer, upon being so designated or assuming such position, is required to execute and deliver to [the Company’s Chief Legal Officer] a signature page to this Policy set forth in Annex A (1) acknowledging and consenting to be bound by the terms of this Policy, (2) agreeing to fully cooperate with the Company in connection with any of such Covered Officer’s obligations to the Company pursuant to this Policy, and (3) agreeing that the Company may enforce its rights under this Policy through any and all reasonable means permitted under applicable law as it deems necessary or desirable under this Policy.

DISCLOSURE

This Policy, and any recovery of Covered Compensation by the Company pursuant to the Dodd Frank Policy that is required to be disclosed in the Company’s filings with the SEC, will be disclosed as required by the Securities Act of 1933, as amended, the Exchange Act, and related rules and regulations, including the Final Guidance.

ANNEX A

ASBURY AUTOMOTIVE GROUP, INC.

Compensation Recoupment Policy Acknowledgment and Consent

The undersigned hereby acknowledges that he or she has received and reviewed a copy of the Recoupment Policy (the “*Policy*”) of Asbury Automotive Group, Inc. (the “*Company*”), effective as of October 2, 2023, as adopted by the Company’s Board of Directors.

Pursuant to such Policy, the undersigned hereby:

- acknowledges that he or she has been designated as (or assumed the position of) a Covered Officer (as defined in this Policy);
- acknowledges and consents to the Policy;
- acknowledges and consents to be bound by the terms of the Policy;
- agrees to fully cooperate with the Company in connection with any of the undersigned’s obligations to the Company pursuant to the Policy, including, without limitation, the repayment by or recovery from the undersigned of Covered Compensation (as defined in this Policy); and
- agrees that the Company may enforce its rights under the Policy through any and all reasonable means permitted under applicable law as the Company deems necessary or desirable under the Policy.

ACKNOWLEDGED AND AGREED:

Name:

Date: