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

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**FORM 8-K**

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**CURRENT REPORT**

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

**Date of Report (Date of earliest event reported): April 9, 2025**

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**Asbury Automotive Group, Inc.**

(Exact name of registrant as specified in its charter)

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**Delaware**

(State or other jurisdiction of incorporation)

**001-31262**

(Commission File Number)

**2905 Premiere Parkway NW Suite 300**

**Duluth, GA**

(Address of principal executive offices)

**01-0609375**

(IRS Employer Identification No.)

**30097**

(Zip Code)

**(770) 418-8200**

(Registrant's telephone number, including area code)

**None**

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

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Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

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

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common stock, \$0.01 par value per share	ABG	New York Stock Exchange

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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.

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## Item 1.01 Entry into a Material Definitive Agreement.

### Amendment to 2023 Senior Credit Facility

On April 9, 2025, Asbury Automotive Group, Inc. (the "Company") obtained an amendment (the "Amendment") to the Fourth Amended and Restated Credit Agreement (the "2023 Senior Credit Facility"), dated as of October 20, 2023, by and among the Company, as a borrower, certain of its subsidiaries, as vehicle borrowers, Bank of America, N.A., as administrative agent, revolving swing line lender, new vehicle floorplan swing line lender, used vehicle floorplan swing line lender and an L/C issuer, and the other lenders party thereto.

The Amendment, among other things, provides for the following, subject to satisfaction of certain other customary conditions in each case:

- an increase of the aggregate commitments under the revolving credit facility, from \$500 million to \$925 million; and
- an increase of the aggregate commitments under the new vehicle floor plan facility, from \$1.925 billion to \$2.25 billion.

The increases under the Amendment are conditioned upon and will only become effective concurrently with the consummation of the previously announced acquisition of the Herb Chambers automotive group.

The Company and certain of its affiliates may have commercial banking, investment banking and retail lending and other relationships with certain of the lenders under the 2023 Senior Credit Facility, as amended, and/or their respective affiliates. These lenders, or their respective affiliates, have received, and may in the future receive, customary fees and expenses for those services.

The foregoing description of the Amendment does not purport to be complete and is subject to, and qualified in its entirety by reference to, the full text of the Amendment, a copy of which is attached hereto as Exhibit 10.1 and incorporated herein by reference.

### Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

The following exhibits are furnished as part of this report.

<u>Exhibit No.</u>	<u>Description</u>
<a href="#">10.1</a>	First Amendment to the Fourth Amended and Restated Credit Agreement, dated April 9, 2025, among Asbury Automotive Group, Inc., as a borrower and guarantor, certain of its subsidiaries, as vehicle borrowers and subsidiary guarantors, Bank of America, N.A., as administrative agent, revolving swing line lender, new vehicle floorplan swing line lender, used vehicle floorplan swing line lender and an L/C issuer, and the other lenders party thereto.
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

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**FIRST AMENDMENT TO  
FOURTH AMENDED AND RESTATED CREDIT AGREEMENT**

This **FIRST AMENDMENT TO FOURTH AMENDED AND RESTATED CREDIT AGREEMENT**, dated as of April 9, 2025 (this "Amendment") is by and among **ASBURY AUTOMOTIVE GROUP, INC.**, a Delaware corporation ("Company"), certain Subsidiaries of the Company party hereto as New Vehicle Borrowers (each a "New Vehicle Borrower" and collectively with the Used Vehicle Borrowers (defined below), the "Vehicle Borrowers"), certain Subsidiaries of the Company party hereto as Used Vehicle Borrowers (each a "Used Vehicle Borrower", and collectively with the Company, the "Used Vehicle Borrowers"), the Guarantors party hereto, the Lenders party hereto (the "Consenting Lenders"), and **BANK OF AMERICA, N.A.**, as Administrative Agent, Revolving Swing Line Lender, New Vehicle Floorplan Swing Line Lender, Used Vehicle Floorplan Swing Line Lender and an L/C Issuer. The Vehicle Borrowers, including the Company in its capacity as Borrower under the Revolving Credit Facility, are referred to collectively as the "Borrowers" and individually as a "Borrower".

**W I T N E S S E T H:**

**WHEREAS**, the Administrative Agent, Revolving Swing Line Lender, New Vehicle Floorplan Swing Line Lender, Used Vehicle Floorplan Swing Line Lender, L/C Issuer, certain financial institutions from time to time party thereto as lenders and the Borrowers are parties to that certain Fourth Amended and Restated Credit Agreement, dated as of October 20, 2023 (as otherwise amended, supplemented or modified from time to time, the "Credit Agreement"; capitalized terms used but not defined herein shall have the meanings set forth in the Credit Agreement).

**WHEREAS**, the Company and the Borrowers have advised the Administrative Agent and the Lenders of their desire (a) to consummate the acquisition by the Company or one or more of its Subsidiaries of all or substantially all of the assets of certain automotive dealerships owned, directly or indirectly, by Herbert G. Chambers, Jennings Road Management Corp., the HGC Dealership Companies (as defined below) or the HGC Real Estate Companies (as defined below) (collectively, the "HGC Sellers") pursuant to that certain Purchase and Sale Agreement, dated as of February 14, 2025 (the "HGC Acquisition Agreement" and, together with the documents, agreements, certificates and instruments executed in connection therewith, collectively, the "HGC Acquisition Documents" and such acquisition, the "HGC Acquisition"), by and among Asbury Automotive Group L.L.C., a Delaware limited liability company, and the HGC Sellers, and (b) for the Company or any of its Subsidiaries to incur Indebtedness under the Credit Agreement, the proceeds of which will be used to consummate the transactions contemplated by the HGC Acquisition Documents.

**WHEREAS**, the Company and the Borrowers have requested (a) an increase in the Aggregate Revolving Commitments and the Aggregate New Vehicle Floorplan Commitments, so that after giving effect to such increase, (i) the Aggregate Revolving Commitments will be \$925,000,000, and (ii) the Aggregate New Vehicle Floorplan Commitments will be \$2,250,000,000 (the increases described in clause (a) hereof are collectively referred to herein as the "2025 Commitment Increase"), and (b) certain other amendments to the Credit Agreement, as more specifically set forth herein.

**WHEREAS**, each Lender providing a portion of the 2025 Commitment Increase is willing to provide the 2025 Commitment Increase and the Administrative Agent and the Consenting Lenders have agreed to such requests, subject to the terms and conditions of this Amendment.

**WHEREAS**, by this Amendment, the Administrative Agent, the Consenting Lenders, the Company and the Borrowers desire and intend to evidence the amendments set forth herein.

**NOW, THEREFORE**, in consideration of the premises and the agreements, provisions and covenants herein contained, the parties hereto agree as follows:

## **SECTION 1 - DEFINITIONS; AMENDMENTS**

**1.1 Definitions.** As used in the Amendment, the following terms shall have the meanings set forth below:

“2025 Commitment Increase Effective Date” has the meaning specified in Section 2.2.

“2025 Amendment Effective Date” has the meaning specified in Section 2.1.

“Joining Lender” has the meaning specified in Section 3.11.

**1.2 Amendments to Credit Agreement Effective on 2025 Commitment Increase Effective Date.** Simultaneously with the 2025 Commitment Increase Effective Date, the parties hereby agree that:

(a) The following new definitions will be added to Section 1.02 of the Credit Agreement in proper alphabetical order:

“2025 Commitment Increase Effective Date” has the meaning set forth in the First Amendment.

“First Amendment” means that certain First Amendment to Fourth Amended and Restated Credit Agreement, dated as of April 9, 2025, by and among the Company, the New Vehicle Borrowers, the Used Vehicle Borrower, the Guarantors party thereto, the Lenders party thereto and the Administrative Agent.

“HGC Acquisition” means the acquisition by the Company and/or its Subsidiaries of dealership assets, real estate and real estate related rights and other assets of the HGC Owner, the HGC Dealership Companies, the HGC Real Estate Companies and the HGC Management Company (each as defined in the definition of HGC Purchase Agreement) pursuant to the HGC Purchase Agreement, without giving effect to any modifications, amendments, consents or waivers thereto that are material and adverse to the interests of the Lenders, as reasonably determined by the Administrative Agent, without the prior consent of the Administrative Agent (not to be unreasonably withheld, delayed or conditioned).

“HGC Acquisition Documents” means the HGC Purchase Agreement and all documents, agreements, certificates and instruments executed in connection therewith.

“HGC Acquisition Indebtedness” means Indebtedness incurred by the Company or any of its Subsidiaries (which may include Indebtedness incurred hereunder), the proceeds of which will be used to consummate the transactions contemplated by the HGC Acquisition Documents.

“HGC Dealership Company” means each of Herb Chambers Route 1, Inc., Silver Star, Inc., Herb Chambers 1172, Inc., Herb Chambers Commonwealth Avenue, Inc., Herb Chambers Cadillac, Inc., Herb Chambers 1186, Inc., Herb Chambers 128, Inc., Herb Chambers 44, Inc., Herb Chambers I-95, Inc., Herb Chambers of Millbury, Inc., Herb Chambers of Auburn, Inc., Herb Chambers 1168, Inc., Dave Dinger Ford, Inc., Herb Chambers 22 Brighton Ave., Inc., Herb Chambers of Westborough, Inc., Herb Chambers Andover Street Inc., Herb Chambers Cambridge Street, Inc., Herb Chambers 62 Cambridge, Inc., Herb Chambers of Natick, Inc., Herb Chambers Boston Post Road, Inc., Herb Chambers of Sudbury, Inc., Herb Chambers of Burlington, Inc., Herb Chambers of Wayland, Inc., Herb Chambers 75 Otis Street, Inc., Herb Chambers of Millbury II, Inc., Herb Chambers 395 Broadway, Inc., Herb Chambers Boston Turnpike, Inc., Herb Chambers of Brookline, Inc., Herb Chambers of Norwood, Inc., and Herb Chambers 1188, Inc., as the case may be, and collectively, they are the “HGC Dealership Companies”.

“HGC Purchase Agreement” means that certain Purchase and Sale Agreement dated as of February 14, 2025, by and among the Company, as Buyer, Herbert G. Chambers, an individual resident of the Commonwealth of Massachusetts (the “HGC Owner”), Jennings Road Management Corp., a Connecticut corporation (the “HGC Management Company”), the HGC Dealership Companies and the HGC Real Estate Companies, as such document was provided to the Administrative Agent on or about February 25, 2025, with such changes, amendments, waivers or other modifications thereto prior to the 2025 Commitment Increase Effective Date which, to the extent material and adverse to the interests of the Lenders, have been consented to by the Administrative Agent (such consent not to be unreasonably withheld, conditioned or delayed).

“HGC Real Estate Company” means each of the following Herb Chambers of Lynnfield, Inc., Herb Chambers Peabody, LLC, Herb Chambers Holliston, LLC, Herb Chambers MB Sudbury, LLC, Herb Chambers 130 Boston Post Road, LLC, Avonwood Associates Limited Partnership, Herb Chambers Medford, LLC, Herb Chambers 83 Boston Post Road, LLC, Herb Chambers 533 Boston Post Road, LLC, Herb Chambers of Warwick, Inc., Herb Chambers Cambridge Street, LLC, Herb Chambers of Norwood, LLC, Herb Chambers Plank Street, LLC, Herb Chambers of Seekonk, LLC, Geo Missy Limited Partnership, Herb Chambers 529 & 533 Winthrop Street, Inc., Herb Chambers of Danvers, LLC, Herb Chambers Latti Farm Road, LLC, Herb Chambers 93 Cambridge Street, LLC, Herb Chambers Washington Street, Inc., Herb Chambers of Braintree, Inc., Herb Chambers of Braintree II, LLC, Herb Chambers of Chicopee, Inc., Herb Chambers Derby Street, LLC, Herb Chambers Turnpike Road, LLC, Herb Chambers 312 Turnpike Road, LLC, Herb Chambers Otis Street, LLC, Broadway Lynnfield Properties, LLC, Herb Chambers 400 Mystic, LLC, Herb Chambers 720 Morrissey, LLC, Herb Chambers 90 Andover Street Danvers, LLC or Herb Chambers North Main Street, LLC, as the case may be, and collectively, they are the “HGC Real Estate Companies”.

“HGC Sellers” means the HGC Owner, the HGC Management Company, the HGC Dealership Companies and the HGC Real Estate Companies.

“Specified HGC Acquisition Agreement Representations” means, with respect to the date of any Credit Extension, the representations made by the HGC Sellers or their

subsidiaries in the HGC Acquisition Documents that are material to the interests of the Administrative Agent or the Lenders, but only to the extent that the Company or any of the Company's affiliates have the right to terminate the Company's or such affiliate's obligations under the HGC Acquisition Documents or to decline to consummate the acquisition of the business to be financed by a Credit Extension on such date as a result of a breach of such representations in the HGC Acquisition Documents without liability to the Company or such affiliate.

(b) The definition of "Permitted Acquisition" will be amended and restated in its entirety as follows:

"Permitted Acquisition" means (i) any Acquisition permitted by Section 7.19 and (ii) the HGC Acquisition.

(c) The following new Section 4.02(j) will be added to the Credit Agreement in proper numerical order:

(j) Notwithstanding the conditions specified in Sections 4.02(a) and (b) above, with respect to the portion of any Credit Extension that is used solely to finance any part of the HGC Acquisition, Sections 4.02(a) and (b) shall not apply with respect to such Credit Extension, but the following conditions shall apply:

(i) The Administrative Agent shall have received all documents, and evidence reasonably satisfactory to the Administrative Agent that all other actions have been taken, in each case required by Sections 2.24, 2.25 and 6.14 hereof with respect to any Subsidiary that (a) did not execute (or join) this Agreement prior to the 2025 Commitment Increase Effective Date as a New Vehicle Borrower and Used Vehicle Borrower and (b) will acquire assets in connection with the HGC Acquisition or whose Equity Interests will be acquired in connection with the HGC Acquisition (each an "Additional HGC Restricted Subsidiary"; each such Subsidiary, together with any other Subsidiary which will acquire assets in connection with the HGC Acquisition, the "HGC Restricted Subsidiaries"), each in form and substance reasonably satisfactory to the Administrative Agent.

(ii) The Administrative Agent shall have received the following, each of which (in the case of clauses (D) and (G)) shall be originals or telecopies (followed promptly by originals) unless otherwise specified, each of which (in the case of clauses (B) and (C)) shall be properly executed by a Responsible Officer of the signing Loan Party, each dated the date of such Credit Extension (or, in the case of certificates of governmental officials or the items referred to in clauses (B)(y) and (E) below, a recent date before the date of such Credit Extension) and each in form and substance reasonably satisfactory to the Administrative Agent:

(A) evidence that all insurance required to be maintained with respect to each HGC Restricted Subsidiary pursuant to the Loan Documents has been obtained and is in effect, including endorsements naming the Administrative Agent (on behalf of the Secured Parties) as an

additional insured or lender's loss payee, as the case may be, on all insurance policies maintained with respect to properties of such HGC Restricted Subsidiary constituting part of the Collateral;

(B) to the extent there are any Additional HGC Restricted Subsidiaries at such time, (x) such certificates of resolutions and incumbency certificates of Responsible Officers of each Additional HGC Restricted Subsidiary as the Administrative Agent may reasonably require evidencing the identity, authority and capacity of each Responsible Officer thereof authorized to act as a Responsible Officer in connection with the Loan Documents to which such Additional HGC Restricted Subsidiary is a party, (y) the Organization Documents of each such Additional HGC Restricted Subsidiary and customary certifications as the Administrative Agent may reasonably require to evidence that each Additional HGC Restricted Subsidiary is in good standing and qualified to engage in business in the jurisdiction of its organization or formation, and each other jurisdiction where its ownership, lease or operation of properties or the conduct of its business requires such qualification, except to the extent that failure to do so could not reasonably be expected to have a Material Adverse Effect and (z) favorable opinions of Jones Day, counsel to the Loan Parties, and, if requested by the Administrative Agent in its sole discretion, of local counsel to the Loan Parties in each state where an Additional HGC Restricted Subsidiary is organized, in each case addressed to the Administrative Agent and each Lender, in form and substance reasonably satisfactory to the Administrative Agent;

(C) a certificate signed by a Responsible Officer of the Company certifying that the conditions specified in Sections 4.02(j)(iii), (iv) and (v) have been satisfied;

(D) each of the documents required to be delivered pursuant to Section 7.19, (including a duly completed Pro Forma Compliance Certificate, Pro Forma Revolving Borrowing Base Certificate and Pro Forma Used Vehicle Floorplan Borrowing Base Certificate and the financial statements required to be delivered thereby);

(E) UCC search results with respect to all sellers under the HGC Acquisition Documents and all Additional HGC Restricted Subsidiaries showing only Liens permitted hereunder (or pursuant to which arrangements reasonably satisfactory to the Administrative Agent shall have been made to remove any Liens not permitted hereunder on or prior to the date of such Credit Extension);

(F) with respect to any Eligible Borrowing Base Real Estate that is reflected in the Revolving Borrowing Base Certificate delivered pursuant to clause (D) above, each of the following, in form and substance reasonably acceptable to the Administrative Agent: (A) a FIRREA-conforming appraisal (or, in the event that a FIRREA-

conforming appraisal cannot be obtained prior to the date of such certificate after commercially reasonable efforts, a report as to the tax assessed value for such property), and (B) such other reports or certifications related to such Eligible Borrowing Base Real Estate as the Administrative Agent may reasonably request; and

(G) if any HGC Restricted Subsidiary has a service loaner program with any Manufacturer or financial affiliate of a Manufacturer, a Service Loaner Intercreditor Agreement with respect to such program.

(iii) The Specified HGC Acquisition Agreement Representations shall be true and correct on the date of such Credit Extension, both immediately before and after giving effect to the HGC Acquisition and the HGC Acquisition Indebtedness.

(iv) The Specified Representations shall be true and correct on the date of such Credit Extension in all material respects, both immediately before and after giving effect to the HGC Acquisition and the HGC Acquisition Indebtedness.

(v) No Specified Event of Default shall have occurred and be continuing as of the date of such Credit Extension, both immediately before and after giving effect to the HGC Acquisition and the HGC Acquisition Indebtedness.

(vi) There has been no event or circumstance since the date of execution of the HGC Acquisition Documents that has had or could be reasonably expected to have, either individually or in the aggregate, a Material Adverse Effect (as defined in the HGC Acquisition Agreement).

(vii) (A) Upon the reasonable request of any Lender made at least ten (10) Business Days prior to the date of such Credit Extension, each Borrower shall have provided to such Lender, and such Lender shall be reasonably satisfied with, the documentation and other information so requested in connection with applicable “know your customer” and anti-money-laundering rules and regulations, including, without limitation, the Act, in each case at least three (3) Business Days prior to the date of such Credit Extension and (B) at least three (3) Business Days prior to the date of such Credit Extension, any Loan Party that qualifies as a “legal entity customer” under the Beneficial Ownership Regulation shall have delivered, to each Lender that so requests, a Beneficial Ownership Certification in relation to such Loan Party.

(d) The aggregate Commitments of each of the Lenders under the Credit Agreement shall be increased by the respective amount specified on the schedule attached as Annex A hereto; and

(e) In order to effect the 2025 Commitment Increase, Schedule 2.01 to the Credit Agreement shall be deleted and replaced in its entirety by the corresponding Schedule 2.01 attached as Annex B hereto.

### 1.3 Assignments; Allocations and Conversions.

(a) Simultaneously with the 2025 Commitment Increase Effective Date, the parties hereby agree that (i) the Revolving Commitment of each of the Revolving Lenders under the Credit Agreement shall be as set forth in Schedule 2.01 (as amended hereby), the outstanding amount of the Revolving Loans (as defined in and under the Credit Agreement, without giving effect to any Revolving Borrowings of Revolving Loans under the Credit Agreement on the 2025 Commitment Increase Effective Date, but after giving effect to any repayment or reduction thereof with the proceeds of any applicable sources) shall be reallocated in accordance with such Revolving Commitments and the requisite assignments shall be deemed to be made in such amounts by and between the Revolving Lenders and from each Revolving Lender to each other Revolving Lender (including to Revolving Lenders who increase their Revolving Commitments in connection with this Amendment), with the same force and effect as if such assignments were evidenced by applicable Assignments and Assumptions (as defined in the Credit Agreement) under the Credit Agreement but without the payment of any related assignment fee, and no other documents or instruments shall be, or shall be required to be, executed in connection with such assignments (all of which requirements are hereby waived), (ii) the New Vehicle Floorplan Commitment of each of the New Vehicle Floorplan Lenders under the Credit Agreement shall be as set forth in Schedule 2.01 (as amended hereby), the outstanding amount of the New Vehicle Floorplan Loans (as defined in and under the Credit Agreement, without giving effect to any New Vehicle Floorplan Borrowings of New Vehicle Floorplan Loans under the Credit Agreement on the 2025 Commitment Increase Effective Date, but after giving effect to any repayment or reduction thereof with the proceeds of any applicable sources) shall be reallocated in accordance with such New Vehicle Floorplan Commitments and the requisite assignments shall be deemed to be made in such amounts by and between the New Vehicle Floorplan Lenders and from each New Vehicle Floorplan Lender to each other New Vehicle Floorplan Lender (including to New Vehicle Floorplan Lenders who increase their New Vehicle Floorplan Commitments in connection with this Amendment), with the same force and effect as if such assignments were evidenced by applicable Assignments and Assumptions (as defined in the Credit Agreement) under the Credit Agreement but without the payment of any related assignment fee, and no other documents or instruments shall be, or shall be required to be, executed in connection with such assignments (all of which requirements are hereby waived), (iii) the Used Vehicle Floorplan Commitment of each of the Used Vehicle Floorplan Lenders under the Credit Agreement shall be as set forth in Schedule 2.01 (as amended hereby), the outstanding amount of the Used Vehicle Floorplan Loans (as defined in and under the Credit Agreement, without giving effect to any Used Vehicle Floorplan Borrowings of Used Vehicle Floorplan Loans under the Credit Agreement on the 2025 Commitment Increase Effective Date, but after giving effect to any repayment or reduction thereof with the proceeds of any applicable sources) shall be reallocated in accordance with such Used Vehicle Floorplan Commitments and the requisite assignments shall be deemed to be made in such amounts by and between the Used Vehicle Floorplan Lenders and from each Used Vehicle Floorplan Lender to each other Used Vehicle Floorplan Lender (including to Used Vehicle Floorplan Lenders who increase their Used Vehicle Floorplan Commitments in connection with this Amendment), with the same force and effect as if such assignments were evidenced by applicable Assignments and Assumptions (as defined in the Credit Agreement) under the Credit Agreement but without the payment of any related assignment fee, and no other documents or instruments, shall be, or shall be required to be, executed in connection with such assignments (all of which requirements are hereby waived) and (iv) the Commitments as set forth on Schedule 2.01 (as amended hereby) give effect to a conversion of Commitments pursuant to Section 2.14 of the Credit Agreement occurring immediately after giving effect to the 2025 Commitment Increase and the parties hereto waive any requirement that the Company deliver prior notice of such conversion.

(b) On the 2025 Commitment Increase Effective Date, the applicable Lenders shall make full cash settlement with one another, in each case through the Administrative Agent, as the Administrative Agent may direct or approve, with respect to all assignments, reallocations, conversions and other changes in Commitments, such that after giving effect to such settlements, each Lender's Applicable Percentage of the Aggregate Commitments equals (with customary rounding) its Applicable Percentage of the Outstanding Amount of all Loans.

(c) The parties agree that the increase in Commitments pursuant to this Amendment is not an exercise of Section 2.22 of the Credit Agreement; and therefore the Facility allocation requirements under Section 2.22 of the Credit Agreement do not apply to the increase in Commitments pursuant to this Amendment. However, nothing contained herein shall modify or alter such requirement of Section 2.22 of the Credit Agreement in the event the Company requests a separate increase in Commitments pursuant to Section 2.22 of the Credit Agreement at any time after the date hereof. For the avoidance of doubt, the increase in Commitments pursuant to this Amendment shall not occur unless the 2025 Commitment Increase Effective Date has occurred.

(d) In the event of any assignment of a Commitment by a Lender, any increase in Commitments pursuant to Section 2.22 of the Credit Agreement, any reduction in Commitments pursuant to Section 2.14 of the Credit Agreement, any conversion of Aggregate Revolving Commitments to Aggregate New Vehicle Floorplan Commitments or Aggregate Used Vehicle Floorplan Commitments pursuant to Section 2.14 of the Credit Agreement or any conversion of Aggregate New Vehicle Floorplan Commitments or Aggregate Used Vehicle Floorplan Commitments to Aggregate Revolving Commitments pursuant to Section 2.14 of the Credit Agreement between the 2025 Amendment Effective Date and the 2025 Commitment Increase Effective Date, the Company, each other Loan Party and each Consenting Lender agrees that the Administrative Agent shall modify Schedule 2.01 as appropriate to reflect any such assignments, increases, reductions or conversions, as applicable, and the Company, each other Loan Party and each Consenting Lender authorizes the Administrative Agent to so modify Schedule 2.01 and attach Schedule 2.01 (as so modified) to this Amendment.

## **SECTION 2 - CONDITIONS PRECEDENT TO EFFECTIVENESS**

**2.1** This Amendment (other than the amendments contained in Sections 1.2 and 1.3 of this Amendment) shall become effective upon the satisfaction or waiver by the Administrative Agent and Consenting Lenders of the following condition precedent (the date of such satisfaction or waiver, the "2025 Amendment Effective Date"): the Administrative Agent's receipt of executed counterparts of this Amendment from the Administrative Agent, the Borrowers, the Guarantors, Lenders constituting Required Lenders and each Lender increasing any of its Commitments or joining the Credit Agreement pursuant to this Amendment.

**2.2** The amendments contained in Sections 1.2 and 1.3 of this Amendment shall be conditioned upon the consummation of the HGC Acquisition and shall only be effective upon the later of (1) the date that the Company specifies in the notice described in clause (e) below and (2) the date of the satisfaction or waiver by the Administrative Agent and each Lender (including, without limitation each Lender increasing any of its Commitments or joining the Credit Agreement pursuant to this Amendment) of each of the following conditions precedent (such later date, the "2025 Commitment Increase Effective Date") (provided that such specified date and such satisfaction or waiver must occur on or before August 1, 2025) (in addition to the condition set forth in Section 2.1 of this Amendment):

(a) The Administrative Agent's receipt of the following, each of which (in the case of clause (i)), shall be originals or telecopies (followed promptly by originals) unless otherwise specified, each of which (in the case of clauses (i), (ii), and (iii)), shall be properly executed by a Responsible Officer of the signing Loan Party, each dated the 2025 Commitment Increase Effective Date (or, in the case of certificates of governmental officials or the items referred to in clause (v) below, a recent date before the 2025 Commitment Increase Effective Date) and each in form and substance reasonably satisfactory to the Administrative Agent and each of the Lenders:

(i) a Note(s) executed by the Company in favor of each Lender requesting a Note(s);

(ii) such certificates of resolutions or other action, incumbency certificates and/or other certificates of Responsible Officers of each Loan Party as the Administrative Agent may require evidencing the identity, authority and capacity of each Responsible Officer thereof authorized to act as a Responsible Officer in connection with this Amendment and the other Loan Documents to which such Loan Party is a party;

(iii) such documents and certifications as the Administrative Agent may reasonably require to evidence that each Loan Party is duly organized or formed, and that such Loan Party is validly existing, in good standing and qualified to engage in business in the jurisdiction of its organization or formation, and each other jurisdiction where its ownership, lease or operation of properties or the conduct of its business requires such qualification, except to the extent that failure to do so could not reasonably be expected to have a Material Adverse Effect;

(iv) favorable opinions of Jones Day, counsel to the Loan Parties, and, if requested by the Administrative Agent in its sole discretion, of local counsel to the Loan Parties in each state where a Loan Party is organized, in each case addressed to the Administrative Agent and each Lender, in form and substance reasonably satisfactory to the Administrative Agent; and

(v) if reasonably requested by the Administrative Agent, a form FR U-1 executed by the Company and a duly authorized representative of the Administrative Agent.

(b) (i) Upon the reasonable request of any Lender made at least ten (10) Business Days prior to the 2025 Commitment Increase Effective Date, each Borrower shall have provided to such Lender, and such Lender shall be reasonably satisfied with, the documentation and other information so requested in connection with applicable "know your customer" and anti-money-laundering rules and regulations, including, without limitation, the Act, in each case at least three (3) Business Days prior to the 2025 Commitment Increase Effective Date and (ii) at least three (3) Business Days prior to the 2025 Commitment Increase Effective Date, any Loan Party that qualifies as a "legal entity customer" under the Beneficial Ownership Regulation shall have delivered, to each Lender that so requests, a Beneficial Ownership Certification in relation to such Loan Party.

(c) All fees set forth in that certain letter agreement, dated March 11, 2025, among the Company, the Administrative Agent and the Arranger, and any other fees required to be paid on or before the 2025 Commitment Increase Effective Date, shall have been paid.

(d) The Company shall have paid all reasonable accrued fees, charges and disbursements of counsel to the Administrative Agent (directly to such counsel if requested by the Administrative Agent) to the extent invoiced prior to or on the 2025 Commitment Increase Effective

Date, plus such additional amounts of such fees, charges and disbursements as shall constitute its reasonable estimate of such fees, charges and disbursements incurred or to be incurred by it through the closing proceedings (provided that such estimate shall not thereafter preclude a final settling of accounts between the Company and the Administrative Agent).

(e) Borrowers shall have delivered to the Administrative Agent not less than five (5) Business Days' prior written notice specifying the date (which must be before August 1, 2025) that they elect for the amendments set forth in Sections 1.2 and 1.3 of this Amendment to become effective, which notice must be received on or before July 25, 2025.

### SECTION 3 - MISCELLANEOUS

**3.1 Binding Effect.** This Amendment shall be binding upon the parties hereto and their respective successors and assigns and shall inure to the benefit of the parties hereto and the successors and assigns of Lender.

**3.2 Affirmation of Borrowers and Guarantors.** Each Borrower and each Guarantor hereby (a) consents to the amendments and modifications to the Credit Agreement effected hereby, and (b) confirms and agrees that, notwithstanding the effectiveness of this Amendment, each Loan Document to which such Borrower or such Guarantor, as applicable, is a party is, and the obligations of such Borrower or such Guarantor, as applicable, contained in the Credit Agreement, as amended and modified hereby, or in any other Loan Documents to which it is a party are, and shall continue to be, in full force and effect and are hereby ratified and confirmed in all respects, in each case as amended and modified by this Amendment. Without limiting the generality of the foregoing, the execution of this Amendment shall not constitute a novation or discharge of, any obligation of any Loan Party under the Credit Agreement or any other Loan Document, and each Loan Party agrees that the Security Instruments and any other documents or instruments executed, filed or recorded in connection therewith, shall remain outstanding and in full force and effect, and all of the Collateral described therein and Liens granted in favor of the Administrative Agent created thereunder do and shall continue to secure the Obligations and the "Obligations", "Guarantied Obligations" or "Secured Obligations" (as those terms are defined in the Company Guaranty and the Subsidiary Guaranty) and any other obligations to the extent provided in the Security Instruments and that all such Liens continue to be perfected as security for the Obligations and the "Obligations", "Guarantied Obligations" or "Secured Obligations" (as those terms are defined in the Company Guaranty and the Subsidiary Guaranty) and any other obligations secured thereby.

**3.3 Representations and Warranties.** Each Borrower and each Guarantor hereby represents and warrants to Administrative Agent and the Lenders that:

(a) This Amendment has been duly authorized, executed and delivered by each of the other Loan Parties party hereto and constitutes a legal, valid and binding obligation of each such party, except as may be limited by general principles of equity or by the effect of any applicable bankruptcy, insolvency, reorganization, moratorium or similar law affecting creditors' rights generally.

(b) The representations and warranties made by each Loan Party in Article V of the Credit Agreement and in each of the other Loan Documents to which such Loan Party is a party are true and correct in all material respects (or if qualified by materiality or Material Adverse Effect, in all respects) on and as of the 2025 Amendment Effective Date, except to the extent that such representations and warranties expressly relate to an earlier date in which case they are true and correct in all material respects (or if qualified by materiality or Material Adverse Effect, in all respects) as of such earlier date.

(c) No Default or Event of Default has occurred and is continuing as of the 2025 Amendment Effective Date.

**3.4 Severability.** In case any provision in or obligation hereunder shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

**3.5 Reference to and Effect on Credit Agreement and the Loan Documents.**

(a) On and after the effectiveness of this Amendment, each reference in the Credit Agreement to “this Agreement”, “hereunder”, “hereof” or words of like import referring to the Credit Agreement, and each reference in the Notes and each of the other Loan Documents to “the Credit Agreement”, “thereunder”, “thereof” or words of like import referring to the Credit Agreement, shall mean and be a reference to the Credit Agreement, as amended and modified by this Amendment and as further amended, restated or modified from time to time in accordance with the terms thereof.

(b) The Credit Agreement and each of the other Loan Documents, as specifically amended and modified by this Amendment, are and shall continue to be in full force and effect and are hereby in all respects ratified and confirmed.

(c) The Administrative Agent, the Lenders and the Loan Parties agree that this Amendment shall be a Loan Document for all purposes of the Credit Agreement (as specifically amended by this Amendment) and the other Loan Documents.

**3.6 No Waiver.** The execution, delivery and effectiveness of this Amendment shall not, except as expressly provided herein, constitute a waiver or novation of any right, power or remedy of any Lender, L/C Issuer, Revolving Swing Line Lender, New Vehicle Floorplan Swing Line Lender, Used Vehicle Floorplan Swing Line Lender or the Administrative Agent under any of the Loan Documents, nor constitute a waiver or novation of any provision of any of the Loan Documents. This Amendment is limited to the matters expressly referred to herein and shall not constitute an amendment or waiver of, or an indication of the Lender's willingness to amend or waive, any other provisions of the Credit Agreement or the same provisions for any other date or purpose.

**3.7 Waiver, Modification, Etc.** No provision or term of this Amendment may be modified, altered, waived, discharged or terminated orally, but only by an instrument in writing executed by the party against whom such modification, alteration, waiver, discharge or termination is sought to be enforced.

During the period from the date of this Amendment through the earlier of August 1, 2025 and the 2025 Commitment Increase Effective Date, no amendment or waiver of any provision of any Loan Document:

(a) that requires the written consent of each Lender pursuant to Section 10.01 of the Credit Agreement shall be effective unless such amendment or waiver shall also have received the written consent of each Joining Lender;

(b) that would extend or increase the Revolving Commitment, the New Vehicle Floorplan Commitment or the Used Vehicle Floorplan Commitment of any Joining Lender (beyond any

such Commitment made pursuant to the express terms of this Amendment) shall be effective without the written consent of such Joining Lender; or

(c) that requires the written consent of each Lender directly affected thereby pursuant to Section 10.01 of the Credit Agreement and that would directly affect any Joining Lender shall be effective unless such amendment or waiver shall also have received the written consent of such Joining Lender.

**3.8 Headings.** Section headings herein are included herein for convenience of reference only and shall not constitute a part hereof for any other purpose or be given any substantive effect.

**3.9 GOVERNING LAW.** THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

**3.10 Counterparts.** This Amendment may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are attached to the same document. Delivery of an executed signature page of this Amendment by facsimile transmission or electronic mail shall be as effective as delivery of a manually executed counterpart hereof.

**3.11 Lender Joinder.** As of the 2025 Commitment Increase Effective Date, each of the Persons identified on the signature pages hereto as a Joining Lender (each a “Joining Lender”) acknowledges, agrees and confirms, by its execution of this Amendment, (a) it will be deemed to be a party to the Credit Agreement and a “Lender” for all purposes of the Credit Agreement and the other Loan Documents, and shall have all of the obligations of a Lender under the Credit Agreement as if it had executed the Credit Agreement; (b) to be bound by, all of the terms, provisions and conditions contained in the Credit Agreement; (c) its Commitment and Applicable Percentage shall be as set forth on Schedule 2.01 attached as Annex B hereto; (d) it is sophisticated with respect to decisions to acquire assets of the type represented by its Commitment and either it, or the Person exercising discretion in making its decision to acquire such Commitment, is experienced in acquiring assets of such type; (e) it has received a copy of the Credit Agreement, and has received or has been accorded the opportunity to receive copies of the most recent financial statements delivered pursuant to Section 6.01 thereof, as applicable, and such other documents and information as it deems appropriate to make its own credit analysis and decision to enter into this Amendment and to acquire its Commitment; (f) it will, independently and without reliance upon the Administrative Agent, any other Lender or any of their Related Parties and based on such documents and information as it shall from time to time deem appropriate, continue to make its own decisions in taking or not taking action under or based upon the Credit Agreement, any other Loan Document or any related agreement or any document furnished hereunder or thereunder; (g) it is not primarily engaged in the business of owning or operating automobile dealerships, (h) it is not a Competitor; (i) it has full power and authority, and has taken all action necessary, to execute and deliver this Amendment and to consummate the transactions contemplated hereby and to become a Lender under the Credit Agreement; (j) it has provided the Administrative Agent with its administrative details, together with any documentation required to be delivered pursuant to the terms of the Credit Agreement if such Joining Lender is a Foreign Lender; and (k) it will perform in accordance with their terms all of the obligations which by the terms of the Loan Documents are required to be performed by it as a Lender.

*(Signature Pages Follow)*

**IN WITNESS WHEREOF**, the parties hereto have caused this Amendment to be duly executed as of the date first above written.

**ASBURY AUTOMOTIVE GROUP, INC.**

By:           /s/ David W. Hult          

Typed Name: David W. Hult

Typed Title: President and Chief Executive Officer

Asbury Automotive Group, Inc.  
FIRST AMENDMENT TO FOURTH AMENDED AND RESTATED CREDIT AGREEMENT  
Signature Page

**NEW VEHICLE BORROWERS:**

ASBURY ANT, LLC  
ASBURY AR NISS L.L.C.  
ASBURY ARLINGTON MB, LLC  
ASBURY ART, LLC  
ASBURY ATLANTA AC L.L.C.  
ASBURY ATLANTA AU L.L.C.  
ASBURY ATLANTA BM L.L.C.  
ASBURY ATLANTA CHEV, LLC  
ASBURY ATLANTA HON L.L.C.  
ASBURY ATLANTA HUND L.L.C.  
ASBURY ATLANTA INF L.L.C.  
ASBURY ATLANTA INFINITI L.L.C.  
ASBURY ATLANTA K L.L.C.  
ASBURY ATLANTA LEX L.L.C.  
ASBURY ATLANTA NIS II, LLC  
ASBURY ATLANTA NIS L.L.C.  
ASBURY ATLANTA TOY 2 L.L.C.  
ASBURY ATLANTA TOY L.L.C.  
ASBURY ATLANTA VB L.L.C.  
ASBURY AURORA TOY, LLC  
ASBURY AUTOMOTIVE BRANDON, L.P.  
ASBURY AUTOMOTIVE ST. LOUIS, L.L.C.  
ASBURY AUTOMOTIVE WEST, LLC  
ASBURY CATONSVILLE M, LLC  
ASBURY CH MOTORS L.L.C.  
ASBURY CLARKSVILLE CBG, LLC  
ASBURY CO CDJR, LLC  
ASBURY CO GEN, LLC  
ASBURY CO HG, LLC  
ASBURY CO LEX, LLC  
ASBURY CO SUB, LLC  
ASBURY DALLAS MB, LLC  
ASBURY DALLAS POR, LLC  
ASBURY DALLAS VOL, LLC  
ASBURY DELAND HUND, LLC  
ASBURY-DELAND IMPORTS, L.L.C.  
ASBURY DFW JLR, LLC  
ASBURY EASTON T, LLC  
ASBURY FORT WORTH MB, LLC  
ASBURY GEORGIA TOY, LLC  
ASBURY GREELEY SUB, LLC  
ASBURY IN CBG, LLC  
ASBURY IN CDJ, LLC

By:       /s/ David W. Hult      

Typed Name: David W. Hult

Typed Title: President and Chief Executive Officer

**NEW VEHICLE BORROWERS, *continued*:**

ASBURY IN CHEV, LLC  
ASBURY IN FORD, LLC  
ASBURY IN HON, LLC  
ASBURY IN TOY, LLC  
ASBURY INDY CHEV, LLC  
ASBURY JAX AC, LLC  
ASBURY JAX HON L.L.C.  
ASBURY LAKEWOOD CHEV, LLC  
ASBURY LAKEWOOD TOY, LLC  
ASBURY LITTLETON JLR, LLC  
ASBURY LITTLETON POR, LLC  
ASBURY LONGMONT HUND, LLC  
ASBURY MS CHEV L.L.C.  
ASBURY NOBLESVILLE CDJR, LLC  
ASBURY OMK, LLC  
ASBURY PLANO LEX, LLC  
ASBURY SC JPV L.L.C.  
ASBURY SC LEX L.L.C.  
ASBURY SC TOY L.L.C.  
ASBURY ST. LOUIS LEX L.L.C.  
ASBURY ST. LOUIS LR L.L.C.  
ASBURY ST. LOUIS M L.L.C.  
ASBURY TX AUCTION, LLC  
ASBURY TYSONS CBG, LLC  
ASBURY TYSONS CDJR, LLC  
ASBURY TYSONS T, LLC  
ASBURY WESTMINSTER T, LLC  
ASBURY WILMINGTON L, LLC  
ASBURY WMC, LLC  
ASBURY WMV, LLC  
CH MOTORS L.L.C.  
CHO PARTNERSHIP, LTD.  
CN MOTORS L.L.C.  
COGGIN CARS L.L.C.  
COGGIN CHEVROLET L.L.C.  
CROWN CHH L.L.C.  
CROWN FDO L.L.C.  
CROWN GAC L.L.C.  
CROWN GBM L.L.C.  
CROWN GDO L.L.C.  
CROWN GHO L.L.C.  
CROWN GNI L.L.C.  
CROWN GVO L.L.C.

By:           /s/ David W. Hult          

Typed Name: David W. Hult

Typed Title: President and Chief Executive Officer

**NEW VEHICLE BORROWERS, continued:**

**CROWN MOTORCAR COMPANY L.L.C.  
ASBURY WOODBRIDGE BG, LLC  
ASBURY WOODBRIDGE H, LLC  
ASBURY WOODBRIDGE K, LLC  
AVENUES MOTORS, LTD.  
BFP MOTORS L.L.C.  
CFP MOTORS L.L.C.  
CROWN PBM L.L.C.  
CROWN RIA L.L.C.  
CROWN RIB L.L.C.  
CROWN SNI L.L.C.  
CSA IMPORTS L.L.C.  
ESCUDE-NN L.L.C.  
ESCUDE-NS L.L.C.  
ESCUDE-T L.L.C.  
HFP MOTORS L.L.C.  
KP MOTORS L.L.C.  
LARRY H. MILLER COMPANY – BOUNTIFUL, L.L.C.  
LHM ACD, LLC  
LHM ACJ, LLC  
LHM ADR, LLC  
LHM ALH, LLC  
LHM AMT, LLC  
LHM ANI, LLC  
LHM AVW, LLC  
LHM BCD, LLC  
LHM BSU, LLC  
LHM BUC, LLC  
LHM CHV, LLC  
LHM CTO, LLC  
LHM DCJ, LLC  
LHM DDR, LLC  
LHM DNI, LLC  
LHM FLT, LLC  
LHM HOB, LLC  
LHM HON, LLC  
LHM HYN, LLC  
LHM LCJ, LLC  
LHM LEX, LLC  
LHM LFO, LLC  
LHM LMD, LLC  
LHM MBL, LLC  
LHM MNI, LLC  
LHM MUR, LLC**

By:           /s/ David W. Hult          

Typed Name: David W. Hult

Typed Title: President and Chief Executive Officer

**NEW VEHICLE BORROWERS, *continued*:**

LHM NHR, LLC  
LHM PCD, LLC  
LHM PCH, LLC  
LHM PEORIA GEN, LLC  
LHM PFL, LLC  
LHM PNK, LLC  
LHM QCH, LLC  
LHM QCJ, LLC  
LHM RCD, LLC  
LHM SCD, LLC  
LHM SFL, LLC  
LHM SFO, LLC  
LHM SHO, LLC  
LHM SWH, LLC  
LHM TCD, LLC  
LHM TCJ, LLC  
LHM TDR, LLC  
LHM TSD, LLC  
LHM TVW, LLC  
LHM UCN, LLC  
LHM UCO, LLC  
LHM UCS, LLC  
MCDAVID AUSTIN-ACRA, L.L.C.  
MCDAVID FRISCO-HON, L.L.C.  
MCDAVID HOUSTON-NISS, L.L.C.  
MCDAVID IRVING-HON, L.L.C.  
MCDAVID PLANO-ACRA, L.L.C.  
NP MZD L.L.C.  
NP VKW L.L.C.  
OSBORN/MILLER AUTOMOTIVE, L.L.C.  
PRECISION INFINITI, INC.  
PRECISION MOTORCARS, INC.  
PRECISION NISSAN, INC.  
PREMIER NSN L.L.C.  
PREMIER PON L.L.C.  
PRESTIGE BAY L.L.C.  
PRESTIGE TOY L.L.C.  
Q AUTOMOTIVE BRANDON FL, LLC  
Q AUTOMOTIVE CUMMING GA, LLC  
Q AUTOMOTIVE FT. MYERS FL, LLC  
Q AUTOMOTIVE HOLIDAY FL, LLC  
Q AUTOMOTIVE JACKSONVILLE FL, LLC  
Q AUTOMOTIVE KENNESAW GA, LLC

By:           /s/ David W. Hult          

Typed Name: David W. Hult

Typed Title: President and Chief Executive Officer

**NEW VEHICLE BORROWERS, *continued*:**

**Q AUTOMOTIVE ORLANDO FL, LLC**

**Q AUTOMOTIVE TAMPA FL, LLC**

**TAMPA HUND, L.P.**

**TAMPA KIA, L.P.**

**WTY MOTORS, L.P.**

By:           /s/ David W. Hult          

Typed Name: David W. Hult

Typed Title: President and Chief Executive Officer

**USED VEHICLE BORROWERS:**

**ASBURY AUTOMOTIVE GROUP, INC.  
AF MOTORS, L.L.C.  
ASBURY ANT, LLC  
ASBURY AR NISS L.L.C.  
ASBURY ARLINGTON MB, LLC  
ASBURY ART, LLC  
ASBURY ATLANTA AC L.L.C.  
ASBURY ATLANTA AU L.L.C.  
ASBURY ATLANTA BM L.L.C.  
ASBURY ATLANTA CHEV, LLC  
ASBURY ATLANTA FORD, LLC  
ASBURY ATLANTA HON L.L.C.  
ASBURY ATLANTA HUND L.L.C.  
ASBURY ATLANTA INF L.L.C.  
ASBURY ATLANTA INFINITI L.L.C.  
ASBURY ATLANTA K L.L.C.  
ASBURY ATLANTA LEX L.L.C.  
ASBURY ATLANTA NIS II, LLC  
ASBURY ATLANTA NIS L.L.C.  
ASBURY ATLANTA TOY 2 L.L.C.  
ASBURY ATLANTA TOY L.L.C.  
ASBURY ATLANTA VB L.L.C.  
ASBURY AURORA TOY, LLC  
ASBURY AUTOMOTIVE BRANDON, L.P.  
ASBURY AUTOMOTIVE ST. LOUIS, L.L.C.  
ASBURY AUTOMOTIVE WEST, LLC  
ASBURY BALTIMORE F, LLC  
ASBURY CATONSVILLE M, LLC  
ASBURY CH MOTORS L.L.C.  
ASBURY CLARKSVILLE CBG, LLC  
ASBURY CO CDJR, LLC  
ASBURY CO GEN, LLC  
ASBURY CO HG, LLC  
ASBURY CO LEX, LLC  
ASBURY CO SUB, LLC  
ASBURY DALLAS MB, LLC  
ASBURY DALLAS POR, LLC  
ASBURY DALLAS VOL, LLC  
ASBURY DELAND HUND, LLC  
ASBURY-DELAND IMPORTS, L.L.C.  
ASBURY DFW JLR, LLC  
ASBURY EASTON T, LLC  
ASBURY FCF, LLC  
ASBURY FORT WORTH MB, LLC**

By:       /s/ David W. Hult      

Typed Name: David W. Hult

Typed Title: President and Chief Executive Officer

**USED VEHICLE BORROWERS, *continued*:**

ASBURY FT. WORTH FORD, LLC  
ASBURY GEORGIA TOY, LLC  
ASBURY GREELEY SUB, LLC  
ASBURY IN CBG, LLC  
ASBURY IN CDJ, LLC  
ASBURY IN CHEV, LLC  
ASBURY IN FORD, LLC  
ASBURY IN HON, LLC  
ASBURY IN TOY, LLC  
ASBURY INDY CHEV, LLC  
ASBURY JAX AC, LLC  
ASBURY JAX FORD, LLC  
ASBURY JAX HON L.L.C.  
ASBURY LAKEWOOD CHEV, LLC  
ASBURY LAKEWOOD TOY, LLC  
ASBURY LITTLETON JLR, LLC  
ASBURY LITTLETON POR, LLC  
ASBURY LONGMONT HUND, LLC  
ASBURY MS CHEV L.L.C.  
ASBURY MS GRAY-DANIELS L.L.C.  
ASBURY NOBLESVILLE CDJR, LLC  
ASBURY OMK, LLC  
ASBURY PLANO LEX, LLC  
ASBURY SC JPV L.L.C.  
ASBURY SC LEX L.L.C.  
ASBURY SC TOY L.L.C.  
ASBURY ST. LOUIS LEX L.L.C.  
ASBURY ST. LOUIS LR L.L.C.  
ASBURY ST. LOUIS M L.L.C.  
ASBURY STERLING F, LLC  
ASBURY TX AUCTION, LLC  
ASBURY TYSONS CBG, LLC  
ASBURY TYSONS CDJR, LLC  
ASBURY TYSONS T, LLC  
ASBURY WESTMINSTER T, LLC  
ASBURY WILMINGTON L, LLC  
ASBURY WMC, LLC  
ASBURY WMV, LLC  
ASBURY WOODBRIDGE BG, LLC  
ASBURY WOODBRIDGE F, LLC  
ASBURY WOODBRIDGE H, LLC  
ASBURY WOODBRIDGE K, LLC  
AVENUES MOTORS, LTD.  
BFP MOTORS L.L.C.

By:           /s/ David W. Hult          

Typed Name: David W. Hult

Typed Title: President and Chief Executive Officer

**USED VEHICLE BORROWERS, *continued*:**

**CFP MOTORS L.L.C.  
CH MOTORS L.L.C.  
CHO PARTNERSHIP, LTD.  
CN MOTORS L.L.C.  
COGGIN CARS L.L.C.  
COGGIN CHEVROLET L.L.C.  
CROWN CHH L.L.C.  
CROWN FDO L.L.C.  
CROWN FFO L.L.C.  
CROWN GAC L.L.C.  
CROWN GBM L.L.C.  
CROWN GDO L.L.C.  
CROWN GH0 L.L.C.  
CROWN GNI L.L.C.  
CROWN GVO L.L.C.  
CROWN MOTORCAR COMPANY L.L.C.  
CROWN PBM L.L.C.  
CROWN RIA L.L.C.  
CROWN RIB L.L.C.  
CROWN SNI L.L.C.  
CSA IMPORTS L.L.C.  
ESCUDE-NN L.L.C.  
ESCUDE-NS L.L.C.  
ESCUDE-T L.L.C.  
HFP MOTORS L.L.C.  
KP MOTORS L.L.C.  
LARRY H. MILLER COMPANY – BOUNTIFUL, L.L.C.  
LHM ACD, LLC  
LHM ACJ, LLC  
LHM ADR, LLC  
LHM ALH, LLC  
LHM AMT, LLC  
LHM ANI, LLC  
LHM AVW, LLC  
LHM BCD, LLC  
LHM BSU, LLC  
LHM BUC, LLC  
LHM CHV, LLC  
LHM CTO, LLC  
LHM DCJ, LLC  
LHM DDR, LLC  
LHM DNI, LLC  
LHM FLT, LLC  
LHM HOB, LLC**

By:           /s/ David W. Hult          

Typed Name: David W. Hult

Typed Title: President and Chief Executive Officer

**USED VEHICLE BORROWERS, *continued*:**

LHM HON, LLC  
LHM HYN, LLC  
LHM LCJ, LLC  
LHM LEX, LLC  
LHM LFO, LLC  
LHM LMD, LLC  
LHM MBL, LLC  
LHM MFD, LLC  
LHM MNI, LLC  
LHM MUR, LLC  
LHM NHR, LLC  
LHM PCD, LLC  
LHM PCH, LLC  
LHM PEORIA GEN, LLC  
LHM PFL, LLC  
LHM PNJ, LLC  
LHM QCH, LLC  
LHM QCJ, LLC  
LHM RCD, LLC  
LHM SCD, LLC  
LHM SFL, LLC  
LHM SFO, LLC  
LHM SHO, LLC  
LHM SWH, LLC  
LHM TCD, LLC  
LHM TCJ, LLC  
LHM TDR, LLC  
LHM TSD, LLC  
LHM TVW, LLC  
LHM UCN, LLC  
LHM UCO, LLC  
LHM UCS, LLC  
MCDAVID AUSTIN-ACRA, L.L.C.  
MCDAVID FRISCO-HON, L.L.C.  
MCDAVID HOUSTON-NISS, L.L.C.  
MCDAVID IRVING-HON, L.L.C.  
MCDAVID PLANO-ACRA, L.L.C.  
NP FLM L.L.C.  
NP MZD L.L.C.  
NP VKW L.L.C.  
OSBORN/MILLER AUTOMOTIVE, L.L.C.  
PLANO LINCOLN-MERCURY, INC.  
PRECISION INFINITI, INC.  
PRECISION MOTORCARS, INC.

By:       /s/ David W. Hult      

Typed Name: David W. Hult

Typed Title: President and Chief Executive Officer

**USED VEHICLE BORROWERS, continued:**

**PRECISION NISSAN, INC.**

**PREMIER NSN L.L.C.**

**PREMIER PON L.L.C.**

**PRESTIGE BAY L.L.C.**

**PRESTIGE TOY L.L.C.**

**Q AUTOMOTIVE BRANDON FL, LLC**

**Q AUTOMOTIVE CUMMING GA, LLC**

**Q AUTOMOTIVE FT. MYERS FL, LLC**

**Q AUTOMOTIVE HOLIDAY FL, LLC**

**Q AUTOMOTIVE JACKSONVILLE FL, LLC**

**Q AUTOMOTIVE KENNESAW GA, LLC**

**Q AUTOMOTIVE ORLANDO FL, LLC**

**Q AUTOMOTIVE TAMPA FL, LLC**

**TAMPA HUND, L.P.**

**TAMPA KIA, L.P.**

**WTY MOTORS, L.P.**

By:           /s/ David W. Hult          

Typed Name: David W. Hult

Typed Title: President and Chief Executive Officer

Asbury Automotive Group, Inc.

FIRST AMENDMENT TO FOURTH AMENDED AND RESTATED CREDIT AGREEMENT

Signature Page

**GUARANTORS:**

**ASBURY AUTOMOTIVE GROUP, INC.**

By: /s/ David W. Hult

Typed Name: David W. Hult

Typed Title: President and Chief Executive Officer

**SUBSIDIARY GUARANTORS:**

**AF MOTORS, L.L.C.**

**ANL, L.P.**

**ARKANSAS AUTOMOTIVE SERVICES, L.L.C.**

**ASBURY ANT, LLC**

**ASBURY AR NISS L.L.C.**

**ASBURY ARLINGTON MB, LLC**

**ASBURY ART, LLC**

**ASBURY ATLANTA AC L.L.C.**

**ASBURY ATLANTA AU L.L.C.**

**ASBURY ATLANTA BM L.L.C.**

**ASBURY ATLANTA CHEV, LLC**

**ASBURY ATLANTA CHEVROLET L.L.C.**

**ASBURY ATLANTA FORD, LLC**

**ASBURY ATLANTA HON L.L.C.**

**ASBURY ATLANTA HUND L.L.C.**

**ASBURY ATLANTA INF L.L.C.**

**ASBURY ATLANTA INFINITI L.L.C.**

**ASBURY ATLANTA JAGUAR L.L.C.**

**ASBURY ATLANTA K L.L.C.**

**ASBURY ATLANTA LEX L.L.C.**

**ASBURY ATLANTA NIS II, LLC**

**ASBURY ATLANTA NIS L.L.C.**

**ASBURY ATLANTA TOY 2 L.L.C.**

**ASBURY ATLANTA TOY L.L.C.**

**ASBURY ATLANTA VB L.L.C.**

**ASBURY ATLANTA VL L.L.C.**

**ASBURY AURORA TOY, LLC**

**ASBURY AUTOMOTIVE ARKANSAS DEALERSHIP HOLDINGS L.L.C.**

**ASBURY AUTOMOTIVE ARKANSAS L.L.C.**

**ASBURY AUTOMOTIVE ATLANTA II L.L.C.**

**ASBURY AUTOMOTIVE ATLANTA L.L.C.**

**ASBURY AUTOMOTIVE BRANDON, L.P.**

By: /s/ David W. Hult

Typed Name: David W. Hult

Typed Title: President and Chief Executive Officer

**SUBSIDIARY GUARANTORS, *continued*:**

**ASBURY AUTOMOTIVE CENTRAL FLORIDA, L.L.C.  
ASBURY AUTOMOTIVE DELAND, L.L.C.  
ASBURY AUTOMOTIVE FRESNO L.L.C.  
ASBURY AUTOMOTIVE GROUP L.L.C.  
ASBURY AUTOMOTIVE JACKSONVILLE GP L.L.C.  
ASBURY AUTOMOTIVE JACKSONVILLE, L.P.  
ASBURY AUTOMOTIVE MANAGEMENT L.L.C.  
ASBURY AUTOMOTIVE MISSISSIPPI L.L.C.  
ASBURY AUTOMOTIVE NORTH CAROLINA DEALERSHIP HOLDINGS L.L.C.  
ASBURY AUTOMOTIVE NORTH CAROLINA L.L.C.  
ASBURY AUTOMOTIVE NORTH CAROLINA MANAGEMENT L.L.C.  
ASBURY AUTOMOTIVE NORTH CAROLINA REAL ESTATE HOLDINGS L.L.C.  
ASBURY AUTOMOTIVE OREGON L.L.C.  
ASBURY AUTOMOTIVE SOUTHERN CALIFORNIA L.L.C.  
ASBURY AUTOMOTIVE ST. LOUIS II L.L.C.  
ASBURY AUTOMOTIVE ST. LOUIS, L.L.C.  
ASBURY AUTOMOTIVE TAMPA GP L.L.C.  
ASBURY AUTOMOTIVE TAMPA, L.P.  
ASBURY AUTOMOTIVE TEXAS L.L.C.  
ASBURY AUTOMOTIVE TEXAS REAL ESTATE HOLDINGS L.L.C.  
ASBURY AUTOMOTIVE WEST, LLC  
ASBURY BALTIMORE F, LLC  
ASBURY CATONSVILLE M, LLC  
ASBURY CH MOTORS L.L.C.  
ASBURY CLARKSVILLE CBG, LLC  
ASBURY CO CDJR, LLC  
ASBURY CO GEN, LLC  
ASBURY CO HG, LLC  
ASBURY CO LEX, LLC  
ASBURY CO SUB, LLC  
ASBURY DALLAS MB, LLC  
ASBURY DALLAS POR, LLC  
ASBURY DALLAS VOL, LLC  
ASBURY DELAND HUND, LLC  
ASBURY-DELAND IMPORTS, L.L.C.**

By: /s/ David W. Hult

Typed Name: David W. Hult

Typed Title: President and Chief Executive Officer

**SUBSIDIARY GUARANTORS, *continued*:**

**ASBURY DELAND IMPORTS 2, L.L.C.  
ASBURY DFW JLR, LLC  
ASBURY EASTON T, LLC  
ASBURY FCF, LLC  
ASBURY FRESNO IMPORTS L.L.C.  
ASBURY FT. WORTH FORD, LLC  
ASBURY FORT WORTH MB, LLC  
ASBURY GEORGIA TOY, LLC  
ASBURY GREELEY SUB, LLC  
ASBURY IN CBG, LLC  
ASBURY IN CDJ, LLC  
ASBURY IN CHEV, LLC  
ASBURY IN FORD, LLC  
ASBURY IN HON, LLC  
ASBURY IN TOY, LLC  
ASBURY INDY CHEV, LLC  
ASBURY JAX AC, LLC  
ASBURY JAX FORD, LLC  
ASBURY JAX HOLDINGS, L.P.  
ASBURY JAX HON L.L.C.  
ASBURY JAX K L.L.C.  
ASBURY JAX MANAGEMENT L.L.C.  
ASBURY JAX VW L.L.C.  
ASBURY LAKEWOOD CHEV, LLC  
ASBURY LAKEWOOD TOY, LLC  
ASBURY LITTLETON JLR, LLC  
ASBURY LITTLETON POR, LLC  
ASBURY LONGMONT HUND, LLC  
ASBURY MID-ATLANTIC, LLC  
ASBURY MS CHEV L.L.C.  
ASBURY MS GRAY-DANIELS L.L.C.  
ASBURY NO CAL NISS L.L.C.  
ASBURY NOBLESVILLE CDJR, LLC  
ASBURY OMK, LLC  
ASBURY PLANO LEX, LLC  
ASBURY RISK SERVICES, LLC  
ASBURY SACRAMENTO IMPORTS L.L.C.  
ASBURY SC JPV L.L.C.  
ASBURY SC LEX L.L.C.  
ASBURY SC TOY L.L.C.  
ASBURY SO CAL DC L.L.C.  
ASBURY SO CAL HON L.L.C.  
ASBURY SO CAL NISS L.L.C.**

By: /s/ David W. Hult

Typed Name: David W. Hult

Typed Title: President and Chief Executive Officer

**SUBSIDIARY GUARANTORS, *continued*:**

**ASBURY SOUTH CAROLINA REAL ESTATE HOLDINGS L.L.C.  
ASBURY ST. LOUIS CADILLAC L.L.C.  
ASBURY ST. LOUIS FSKR, L.L.C.  
ASBURY ST. LOUIS LEX L.L.C.  
ASBURY ST. LOUIS LR L.L.C.  
ASBURY ST. LOUIS M L.L.C.  
ASBURY STERLING F, LLC  
ASBURY TAMPA MANAGEMENT L.L.C.  
ASBURY TEXAS D FSKR, L.L.C.  
ASBURY TEXAS H FSKR, L.L.C.  
ASBURY TX AUCTION, LLC  
ASBURY TYSONS CBG, LLC  
ASBURY TYSONS CDJR, LLC  
ASBURY TYSONS T, LLC  
ASBURY WESTMINSTER T, LLC  
ASBURY WILMINGTON L, LLC  
ASBURY WMC, LLC  
ASBURY WMV, LLC  
ASBURY WOODBRIDGE BG, LLC  
ASBURY WOODBRIDGE F, LLC  
ASBURY WOODBRIDGE H, LLC  
ASBURY WOODBRIDGE K, LLC  
ATLANTA REAL ESTATE HOLDINGS L.L.C.  
AVENUES MOTORS, LTD.  
BAYWAY FINANCIAL SERVICES, L.P.  
BFP MOTORS L.L.C.  
C & O PROPERTIES, LTD.  
CAMCO FINANCE II L.L.C.  
CFP MOTORS L.L.C.  
CH MOTORS L.L.C.  
CHO PARTNERSHIP, LTD.  
CK CHEVROLET L.L.C.  
CK MOTORS LLC  
CN MOTORS L.L.C.  
COGGIN AUTOMOTIVE CORP.  
COGGIN CARS L.L.C.  
COGGIN CHEVROLET L.L.C.  
COGGIN MANAGEMENT, L.P.  
CP-GMC MOTORS L.L.C.  
CROWN ACURA/NISSAN, LLC  
CROWN CHH L.L.C.  
CROWN CHO L.L.C.  
CROWN CHV L.L.C.**

By:           /s/ David W. Hult          

Typed Name: David W. Hult

Typed Title: President and Chief Executive Officer

**SUBSIDIARY GUARANTORS, continued:**

**CROWN FDO L.L.C.  
CROWN FFO HOLDINGS L.L.C.  
CROWN FFO L.L.C.  
CROWN GAC L.L.C.  
CROWN GBM L.L.C.  
CROWN GCA L.L.C.  
CROWN GDO L.L.C.  
CROWN GH0 L.L.C.  
CROWN GNI L.L.C.  
CROWN GPG L.L.C.  
CROWN GVO L.L.C.  
CROWN HONDA, LLC  
CROWN MOTORCAR COMPANY L.L.C.  
CROWN PBM L.L.C.  
CROWN RIA L.L.C.  
CROWN RIB L.L.C.  
CROWN SJC L.L.C.  
CROWN SNI L.L.C.  
CSA IMPORTS L.L.C.  
ESCUDE-NN L.L.C.  
ESCUDE-NS L.L.C.  
ESCUDE-T L.L.C.  
FLORIDA AUTOMOTIVE SERVICES L.L.C.  
HFP MOTORS L.L.C.  
JC DEALER SYSTEMS, LLC  
KP MOTORS L.L.C.  
LARRY H. MILLER COMPANY – BOUNTIFUL, L.L.C.  
LHM ACD, LLC  
LHM ACJ, LLC  
LHM ADR, LLC  
LHM ALH, LLC  
LHM AMT, LLC  
LHM ANI, LLC  
LHM AUTO GP HOLDINGS, LLC  
LHM AUTO INTERMEDIATE HOLDINGS I, LLC  
LHM AUTO INTERMEDIATE HOLDINGS II, LLC  
LHM AVW, LLC  
LHM BCD, LLC  
LHM BSU, LLC  
LHM BUC, LLC  
LHM CHV, LLC  
LHM COLLISION CSCO, LLC  
LHM COLLISION OCC, LLC  
LHM CTO, LLC**

By:           /s/ David W. Hult          

Typed Name: David W. Hult

Typed Title: President and Chief Executive Officer

**SUBSIDIARY GUARANTORS, continued:**

LHM DCJ, LLC  
LHM DDR, LLC  
LHM DNI, LLC  
LHM FLT, LLC  
LHM HOB, LLC  
LHM HON, LLC  
LHM HYN, LLC  
LHM LCJ, LLC  
LHM LEX, LLC  
LHM LFO, LLC  
LHM LMD, LLC  
LHM MBL, LLC  
LHM MFD, LLC  
LHM MNI, LLC  
LHM MUR, LLC  
LHM NHR, LLC  
LHM PCD, LLC  
LHM PCH, LLC  
LHM PEORIA GEN, LLC  
LHM PFL, LLC  
LHM PNX, LLC  
LHM QCH, LLC  
LHM QCJ, LLC  
LHM RCD, LLC  
LHM SAX, LLC  
LHM SCD, LLC  
LHM SFL, LLC  
LHM SFO, LLC  
LHM SHO, LLC  
LHM SPO HOLDINGS, LLC  
LHM SWH, LLC  
LHM TCD, LLC  
LHM TCJ, LLC  
LHM TDR, LLC  
LHM TSD, LLC  
LHM TVW, LLC  
LHM UCN, LLC  
LHM UCO, LLC  
LHM UCS, LLC  
MCDAVID AUSTIN-ACRA, L.L.C.  
MCDAVID FRISCO-HON, L.L.C.  
MCDAVID GRANDE, L.L.C.  
MCDAVID HOUSTON-HON, L.L.C.  
MCDAVID HOUSTON-NISS, L.L.C.  
MCDAVID IRVING-HON, L.L.C.  
MCDAVID OUTFITTERS, L.L.C.

By:           /s/ David W. Hult            
Typed Name: David W. Hult  
Typed Title: President and Chief Executive Officer

**SUBSIDIARY GUARANTORS, *continued*:**

**MCDAVID PLANO-ACRA, L.L.C.  
MID-ATLANTIC AUTOMOTIVE SERVICES, L.L.C.  
MISSISSIPPI AUTOMOTIVE SERVICES, L.L.C.  
MISSOURI AUTOMOTIVE SERVICES, L.L.C.  
NP FLM L.L.C.  
NP MZD L.L.C.  
NP VKW L.L.C.  
OSBORN/MILLER AUTOMOTIVE, L.L.C.  
PLANO LINCOLN-MERCURY, INC.  
PRECISION COMPUTER SERVICES, INC.  
PRECISION ENTERPRISES TAMPA, INC.  
PRECISION INFINITI, INC.  
PRECISION MOTORCARS, INC.  
PRECISION NISSAN, INC.  
PREMIER NSN L.L.C.  
PREMIER PON L.L.C.  
PRESTIGE BAY L.L.C.  
PRESTIGE TOY L.L.C.  
Q AUTOMOTIVE BRANDON FL, LLC  
Q AUTOMOTIVE CUMMING GA, LLC  
Q AUTOMOTIVE FT. MYERS FL, LLC  
Q AUTOMOTIVE GROUP L.L.C.  
Q AUTOMOTIVE HOLIDAY FL, LLC  
Q AUTOMOTIVE JACKSONVILLE FL, LLC  
Q AUTOMOTIVE KENNESAW GA, LLC  
Q AUTOMOTIVE ORLANDO FL, LLC  
Q AUTOMOTIVE TAMPA FL, LLC  
SOUTHERN ATLANTIC AUTOMOTIVE SERVICES, L.L.C.  
TAMPA HUND, L.P.  
TAMPA KIA, L.P.  
TAMPA LM, L.P.  
TAMPA MIT, L.P.  
TEXAS AUTOMOTIVE SERVICES, L.L.C.  
THOMASON AUTO CREDIT NORTHWEST, INC.  
THOMASON DAM L.L.C.  
THOMASON FRD L.L.C.  
THOMASON HUND L.L.C.  
THOMASON PONTIAC-GMC L.L.C.  
WMZ MOTORS, L.P.  
WTY MOTORS, L.P.**

By: /s/ David W. Hult

Typed Name: David W. Hult

Typed Title: President and Chief Executive Officer

**SUBSIDIARY GUARANTORS, *continued*:**

**LANDCAR GC, LLC  
LANDCAR MANAGEMENT, LTD.**

By: /s/ David W. Hult  
Typed Name: David W. Hult  
Typed Title: President

Asbury Automotive Group, Inc.  
FIRST AMENDMENT TO FOURTH AMENDED AND RESTATED CREDIT AGREEMENT  
Signature Page

**BANK OF AMERICA, N.A.,**  
as Administrative Agent

By:       /s/ Linda Lov      

Typed Name: Linda Lov

Typed Title: Vice President

**BANK OF AMERICA, N.A.,**

as a Lender, an L/C Issuer, Revolving Swing Line Lender, New Vehicle Swing Line Lender  
and Used Vehicle Swing Line Lender

By:       /s/ David T. Smith      

Typed Name: David T. Smith

Typed Title: Senior Vice President

Asbury Automotive Group, Inc.  
FIRST AMENDMENT TO FOURTH AMENDED AND RESTATED CREDIT AGREEMENT  
Signature Page

**TOYOTA MOTOR CREDIT CORPORATION,**  
as a Lender

By:           /s/ Dominic Calcaterra            
Typed Name: Dominic Calcaterra  
Typed Title: National Accounts Manager

Asbury Automotive Group, Inc.  
FIRST AMENDMENT TO FOURTH AMENDED AND RESTATED CREDIT AGREEMENT  
Signature Page

**JPMORGAN CHASE BANK, N.A.,**  
as a Lender

By:           /s/ Adam Sigman            
Typed Name: Adam Sigman  
Typed Title: Executive Director

Asbury Automotive Group, Inc.  
FIRST AMENDMENT TO FOURTH AMENDED AND RESTATED CREDIT AGREEMENT  
Signature Page

**WELLS FARGO BANK, NATIONAL ASSOCIATION**, as a Lender

By:           /s/ Chad McNeill          

Typed Name: Chad McNeill

Typed Title: Executive Director

Asbury Automotive Group, Inc.

FIRST AMENDMENT TO FOURTH AMENDED AND RESTATED CREDIT AGREEMENT

Signature Page

**AMERICAN HONDA FINANCE CORPORATION,**  
as a Lender

By:           /s/ Rich Sauerbaum            
Typed Name: Rich Sauerbaum  
Typed Title: DFS Manager

Asbury Automotive Group, Inc.  
FIRST AMENDMENT TO FOURTH AMENDED AND RESTATED CREDIT AGREEMENT  
Signature Page

**MERCEDES-BENZ FINANCIAL SERVICES USA LLC,**  
as a Lender

By:       /s/ Farrah Vaughn-Dixon      

Typed Name: Farrah Vaughn-Dixon

Typed Title: Regional Dealer Credit Manager-National Accounts

Asbury Automotive Group, Inc.  
FIRST AMENDMENT TO FOURTH AMENDED AND RESTATED CREDIT AGREEMENT  
Signature Page

**U.S. BANK NATIONAL ASSOCIATION,**  
as a Lender

By:           /s/ Katherine Taylor            
Typed Name: Katherine Taylor  
Typed Title: Vice President

Asbury Automotive Group, Inc.  
FIRST AMENDMENT TO FOURTH AMENDED AND RESTATED CREDIT AGREEMENT  
Signature Page

**SANTANDER BANK, N.A.,**  
as a Lender

By:       /s/ Scott Bernstein        
Typed Name: Scott Bernstein  
Typed Title: SVP

Asbury Automotive Group, Inc.  
FIRST AMENDMENT TO FOURTH AMENDED AND RESTATED CREDIT AGREEMENT  
Signature Page

**MASSMUTUAL ASSET FINANCE LLC,**  
as a Lender

By:       /s/ Donald L. Buttler        
Typed Name: Donald L. Buttler  
Typed Title: Managing Director

Asbury Automotive Group, Inc.  
FIRST AMENDMENT TO FOURTH AMENDED AND RESTATED CREDIT AGREEMENT  
Signature Page

**TD BANK, N.A.,**  
as a Lender

By:           /s/ Kyle Ludeman            
Typed Name: Kyle Ludeman  
Typed Title: Market Credit Manager

Asbury Automotive Group, Inc.  
FIRST AMENDMENT TO FOURTH AMENDED AND RESTATED CREDIT AGREEMENT  
Signature Page

**HYUNDAI CAPITAL AMERICA,**  
as a Lender

By:           /s/ Mark Boik            
Typed Name: Mark Boik  
Typed Title: Director

Asbury Automotive Group, Inc.  
FIRST AMENDMENT TO FOURTH AMENDED AND RESTATED CREDIT AGREEMENT  
Signature Page

**BMW FINANCIAL SERVICES NA, LLC,**  
as a Lender

By:       /s/ Aaron Greener        
Typed Name: Aaron Greener  
Typed Title: Section Manager

By:       /s/ Erik Langanke        
Typed Name: Erik Langanke  
Typed Title: Department Manager

Asbury Automotive Group, Inc.  
FIRST AMENDMENT TO FOURTH AMENDED AND RESTATED CREDIT AGREEMENT  
Signature Page

**ZIONS BANCORPORATION, N.A.,**  
as a Lender

By:           /s/ Robert Kastelic            
Typed Name: Robert Kastelic  
Typed Title: SVP

Asbury Automotive Group, Inc.  
FIRST AMENDMENT TO FOURTH AMENDED AND RESTATED CREDIT AGREEMENT  
Signature Page

**VW CREDIT, INC.,**  
as a Lender

By:       /s/ William J. Binz      

Typed Name: William J. Binz

Typed Title: Sr. Manager – Commercial Credit

Asbury Automotive Group, Inc.  
FIRST AMENDMENT TO FOURTH AMENDED AND RESTATED CREDIT AGREEMENT  
Signature Page

**PNC BANK, NATIONAL ASSOCIATION,**  
as a Lender

By:       /s/ Amy Tallia        
Typed Name: Amy Tallia  
Typed Title: SVP

Asbury Automotive Group, Inc.  
FIRST AMENDMENT TO FOURTH AMENDED AND RESTATED CREDIT AGREEMENT  
Signature Page

**NISSAN MOTOR ACCEPTANCE COMPANY LLC**, as a Lender

By: \_\_\_\_\_  
Typed Name: \_\_\_\_\_  
Typed Title: \_\_\_\_\_

Asbury Automotive Group, Inc.  
FIRST AMENDMENT TO FOURTH AMENDED AND RESTATED CREDIT AGREEMENT  
Signature Page

**COMERICA BANK**, as a Joining Lender and a Lender

By:       /s/ Steven J. Engel      

Typed Name: Steven J. Engel

Typed Title: Vice President

Asbury Automotive Group, Inc.

FIRST AMENDMENT TO FOURTH AMENDED AND RESTATED CREDIT AGREEMENT

Signature Page

**Commitments to Increase to Aggregate Commitments**

See attached.

**COMMITMENTS TO  
INCREASE TO AGGREGATE COMMITMENTS**

<b>Lender</b>	<b>Commitment</b>
Bank of America, N.A.	\$ 125,000,000.00
Toyota Motor Credit Corporation	\$ 115,000,000.00
JPMorgan Chase Bank, N.A.	\$ 0.00
Wells Fargo Bank, National Association	\$ 75,000,000.00
American Honda Finance Corporation	\$ 75,000,000.00
Mercedes-Benz Financial Services USA LLC	\$ 65,000,000.00
U.S. Bank, National Association	\$ 0.00
Hyundai Capital America	\$ 0.00
MassMutual Asset Finance LLC	\$ 25,000,000.00
Santander Bank, N.A.	\$ 35,000,000.00
TD Bank, N.A.	\$ 0.00
BMW Financial Services NA, LLC	\$ 30,000,000.00
Zions Bancorporation, N.A.	\$ 10,000,000.00
VW Credit, Inc.	\$ 70,000,000.00
PNC Bank, National Association	\$ 100,000,000.00
Nissan Motor Acceptance Company LLC	\$ 0.00
Comerica Bank	\$ 25,000,000.00
<b>Total</b>	<b>\$ 750,000,000.00</b>

**Schedule 2.01**

**Commitments and Applicable Percentages**

See attached.

**Schedule 2.01**

**COMMITMENTS AND APPLICABLE PERCENTAGES**

**Revolving Commitments**

<b>Lender</b>	<b>Commitment</b>	<b>Applicable Revolving Percentage</b>
Bank of America, N.A.	\$ 140,704,225.35	15.211267605%
Toyota Motor Credit Corporation	\$ 134,190,140.85	14.507042254%
JPMorgan Chase Bank, N.A.	\$ 75,563,380.28	8.169014085%
Wells Fargo Bank, National Association	\$ 95,105,633.80	10.281690141%
American Honda Finance Corporation	\$ 87,288,732.39	9.436619718%
Mercedes-Benz Financial Services USA LLC	\$ 82,077,464.79	8.873239437%
U.S. Bank, National Association	\$ 50,809,859.15	5.492957746%
Hyundai Capital America	\$ 26,056,338.03	2.816901408%
MassMutual Asset Finance LLC	\$ 32,570,422.54	3.521126761%
Santander Bank, N.A.	\$ 35,176,056.34	3.802816902%
TD Bank, N.A.	\$ 26,056,338.03	2.816901408%
BMW Financial Services NA, LLC	\$ 32,570,422.54	3.521126761%
Zions Bancorporation, N.A.	\$ 26,056,338.03	2.816901408%
VW Credit, Inc.	\$ 33,873,239.43	3.661971830%
PNC Bank, National Association	\$ 39,084,507.04	4.225352112%
Nissan Motor Acceptance Company LLC	\$ 1,302,816.90	0.140845070%
Comerica Bank	\$ 6,514,084.51	0.704225352%
<b>Total</b>	<b>\$ 925,000,000.00</b>	<b>100.000000000%</b>

### New Vehicle Floorplan Commitments

Lender	Commitment	Applicable New Vehicle Floorplan Percentage
Bank of America, N.A.	\$ 342,253,521.13	15.211267606%
Toyota Motor Credit Corporation	\$ 326,408,450.70	14.507042253%
JPMorgan Chase Bank, N.A.	\$ 183,802,816.90	8.169014084%
Wells Fargo Bank, National Association	\$ 231,338,028.17	10.281690141%
American Honda Finance Corporation	\$ 212,323,943.67	9.436619719%
Mercedes-Benz Financial Services USA LLC	\$ 199,647,887.32	8.873239436%
U.S. Bank, National Association	\$ 123,591,549.30	5.492957747%
Hyundai Capital America	\$ 63,380,281.69	2.816901408%
MassMutual Asset Finance LLC	\$ 79,225,352.11	3.521126760%
Santander Bank, N.A.	\$ 85,563,380.28	3.802816901%
TD Bank, N.A.	\$ 63,380,281.69	2.816901408%
BMW Financial Services NA, LLC	\$ 79,225,352.11	3.521126760%
Zions Bancorporation, N.A.	\$ 63,380,281.69	2.816901408%
VW Credit, Inc.	\$ 82,394,366.20	3.661971831%
PNC Bank, National Association	\$ 95,070,422.54	4.225352113%
Nissan Motor Acceptance Company LLC	\$ 3,169,014.08	0.140845070%
Comerica Bank	\$ 15,845,070.42	0.704225352%
<b>Total</b>	<b>\$ 2,250,000,000.00</b>	<b>100.000000000%</b>

### Used Vehicle Floorplan Commitments

Lender	Commitment	Applicable Used Vehicle Floorplan Percentage
Bank of America, N.A.	\$ 57,042,253.52	15.211267605%
Toyota Motor Credit Corporation	\$ 54,401,408.45	14.507042253%
JPMorgan Chase Bank, N.A.	\$ 30,633,802.82	8.169014085%
Wells Fargo Bank, National Association	\$ 38,556,338.03	10.281690141%
American Honda Finance Corporation	\$ 35,387,323.94	9.436619717%
Mercedes-Benz Financial Services USA LLC	\$ 33,274,647.89	8.873239437%
U.S. Bank, National Association	\$ 20,598,591.55	5.492957747%
Hyundai Capital America	\$ 10,563,380.28	2.816901408%
MassMutual Asset Finance LLC	\$ 13,204,225.35	3.521126761%
Santander Bank, N.A.	\$ 14,260,563.38	3.802816901%
TD Bank, N.A.	\$ 10,563,380.28	2.816901408%
BMW Financial Services NA, LLC	\$ 13,204,225.35	3.521126760%
Zions Bancorporation, N.A.	\$ 10,563,380.28	2.816901408%
VW Credit, Inc.	\$ 13,732,394.37	3.661971832%
PNC Bank, National Association	\$ 15,845,070.42	4.225352112%
Nissan Motor Acceptance Company LLC	\$ 528,169.02	0.140845072%
Comerica Bank	\$ 2,640,845.07	0.704225352%
<b>Total</b>	<b>\$ 375,000,000.00</b>	<b>100.000000000%</b>

### Aggregate Commitments

Lender	Commitment	Applicable Percentage
Bank of America, N.A.	\$ 540,000,000.00	15.211267606%
Toyota Motor Credit Corporation	\$ 515,000,000.00	14.507042254%
JPMorgan Chase Bank, N.A.	\$ 290,000,000.00	8.169014085%
Wells Fargo Bank, National Association	\$ 365,000,000.00	10.281690141%
American Honda Finance Corporation	\$ 335,000,000.00	9.436619718%
Mercedes-Benz Financial Services USA LLC	\$ 315,000,000.00	8.873239437%
U.S. Bank, National Association	\$ 195,000,000.00	5.492957746%
Hyundai Capital America	\$ 100,000,000.00	2.816901408%
MassMutual Asset Finance LLC	\$ 125,000,000.00	3.521126761%
Santander Bank, N.A.	\$ 135,000,000.00	3.802816901%
TD Bank, N.A.	\$ 100,000,000.00	2.816901408%
BMW Financial Services NA, LLC	\$ 125,000,000.00	3.521126761%
Zions Bancorporation, N.A.	\$ 100,000,000.00	2.816901408%
VW Credit, Inc.	\$ 130,000,000.00	3.661971831%
PNC Bank, National Association	\$ 150,000,000.00	4.225352113%
Nissan Motor Acceptance Company LLC	\$ 5,000,000.00	0.140845070%
Comerica Bank	\$ 25,000,000.00	0.704225352%
<b>Total</b>	<b>\$ 3,550,000,000.00</b>	<b>100.000000000%</b>