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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): June 5, 2020**

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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:

<b>Title of each class</b>	<b>Trading Symbol(s)</b>	<b>Name of each exchange on which registered</b>
Common stock, \$0.01 par value 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 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.**

On June 5, 2020, Asbury Automotive Group, Inc. (the “Company”) entered into an amendment (the “Amendment”) to the employment agreement of the Company’s President and Chief Executive Officer David W. Hult (the “Employment Agreement”) pursuant to which the term of the Employment Agreement is extended until December 31, 2023, with automatic extensions for successive one-year periods (or until such time as Mr. Hult’s employment may be terminated in accordance with the terms of the Employment Agreement).

The Amendment also increases the amount of severance payable to Mr. Hult by increasing (from 100% to 200%) the amount of base salary Mr. Hult will be entitled to receive if: (i) the Company elects not to extend the Employment Agreement and, at its expiration, Mr. Hult will not have attained age 65; or (ii) the Company terminates the Employment Agreement without “cause”; or (iii) Mr. Hult terminates the Employment Agreement for “good reason” when no “change in control” has occurred.

The Amendment also provides that Mr. Hult must provide the Company with 90 days advance notice if he resigns with “good reason” and 180 days advance notice if he resigns without “good reason.”

The Amendment is filed as Exhibit 10.1 to this Current Report on Form 8-K, and is incorporated herein by reference. The description of the Amendment is a summary and is qualified in its entirety by the terms of the Amendment.

**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>	Second Amendment to Employment Agreement, dated as of June 5, 2020, between Asbury Automotive Group, Inc. and David W. Hult

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**SIGNATURE**

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

Date: June 5, 2020

ASBURY AUTOMOTIVE GROUP, INC.

By:           /s/ George A Villasana          

**Name: George A. Villasana**

**Title: Senior Vice President, General Counsel & Secretary**

**SECOND AMENDMENT TO EMPLOYMENT AGREEMENT**

**THIS SECOND AMENDMENT TO EMPLOYMENT AGREEMENT**, dated as of June 5, 2020 (the “Effective Date”), is entered into between Asbury Automotive Group, Inc. a Delaware corporation (the “Company”) and David W. Hult (the “Executive”).

**RECITALS**

**WHEREAS**, the Company and the Executive are parties to that certain employment agreement dated October 23, 2014, as amended by the First Amendment to Employment Agreement dated August 21, 2017 (the “Employment Agreement”); and

**WHEREAS**, the Company and the Executive mutually desire to amend the Employment Agreement to extend the Term of the Employment Agreement and provide for certain increased severance in the event of termination by the Company without Cause or by the Employee for Good Reason, as set forth in this Second Amendment to Employment Agreement (the “Amendment”).

**NOW, THEREFORE**, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Company and the Executive hereby amend the Employment Agreement effective as of the Effective Date.

1. Section 3(d) of the Employment Agreement (Signing Bonus) is deleted in its entirety.
2. Section 4 of the Employment Agreement (Term, Termination and Termination Payments) is amended as follows:
  - a. *Section 4(a) of the Employment Agreement is amended to and restated as follows:*
    - i. Term. Unless sooner terminated as provided in Section 4(b) of this Agreement, the term of this Agreement shall continue through December 31, 2020 and for an additional three (3) years thereafter, ending on December 31, 2023 (the period from the Effective Date through December 31, 2023 the “Extended Term”), with automatic extensions beginning on January 1, 2024 for successive additional one-year terms (each one year extension, a “Renewal Term”), unless one-hundred eighty (180) days before the end of the Extended Term and one-hundred eighty (180) days before the end of each Renewal Term, either party gives prior written notice of non-extension of the Term to the other party. In the event prior written notice of non-extension is given, this Agreement shall terminate at the end of the remaining Term then in effect. The Extended Term and any Renewal Term(s) are collectively referred to in this Agreement as the “Term”.
  - b. *The second line of Section 4(b) of the Employment Agreement is amended by inserting “the Extended Term or” after “prior to the end of” and before “any Renewal Term”.*
  - c. *Section 4(b)(ii) of the Employment Agreement is amended by replacing “thirty (30) days” with “ninety (90) days” and adding after the term “Company” the following phrase “provided, however, that the Company shall have the right in its sole discretion to end Executive’s employment at any time during the 90 day notice period.”*

- d. *Section 4(b)(iii) of the Employment Agreement is amended by replacing “thirty (30) days” with “one-hundred eighty (180) days”.*
  - e. *Section 4(c)(1) of the Employment Agreement is amended by replacing “100% of Base Salary” with “200% of Base Salary”.*
  - f. *Section 4(d)(1) of the Employment Agreement is amended by replacing “100% of Base Salary” with “200% of Base Salary”.*
3. No Other Changes. No other terms and conditions of the Employment Agreement are affected by this Amendment.
4. Incorporation into Employment Agreement. This Amendment shall be and is hereby incorporated in and forms a part of the Employment Agreement effective as of the Effective Date.
5. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together will constitute one and the same instrument.

/s/ David W. Hult

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EXECUTIVE: David W. Hult

/s/ Jed M. Milstein

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ASBURY AUTOMOTIVE GROUP, INC.

Name: Jed M. Milstein

Title: SVP, Chief of Human Resources