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

FORM 8-K

CURRENT REPORT

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

Date of Report (Date of earliest event reported): February 14, 2025

Asbury Automotive Group, Inc.

(Exact name of registrant as specified in its charter)

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)

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

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

Emerging growth company

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

Item 1.01 Entry into a Material Definitive Agreement.

Purchase and Sale Agreement

On February 14, 2025, Asbury Automotive Group L.L.C. (“Purchaser”), a Delaware limited liability company and a wholly-owned subsidiary of Asbury Automotive Group, Inc., a Delaware corporation (the “Company”), entered into a Purchase and Sale Agreement (the “Transaction Agreement”) with various entities that comprise the Herb Chambers automotive group (the “Herb Chambers Group”).

Pursuant to the Transaction Agreement, Purchaser will acquire substantially all of the assets, including real property and businesses of the Herb Chambers Group (collectively, the “Businesses”) for an aggregate purchase price of approximately \$1.34 billion, which includes \$750 million for goodwill and approximately \$590 million for the real estate and improvements. In addition, Purchaser will acquire new vehicles, used vehicles, service loaner vehicles, fixed assets, parts and supplies for a purchase price to be determined at the closing of the Transaction and will reimburse the Herb Chambers Group for certain dealership construction and development costs incurred prior to the closing. The Businesses include 33 dealerships, 52 franchises, and three collision centers. Herb Chambers will retain ownership of the Mercedes-Benz of Boston dealership in Somerville, Massachusetts (“MB Boston Dealership”). The Transaction Agreement includes certain restrictions and obligations regarding the sale of the MB Boston Dealership, including a put right obligating the Purchaser to purchase the MB Boston Dealership during the five-year period following the closing of the Transaction Agreement, absent certain circumstances.

The Transaction Agreement contains customary representations and warranties made by Purchaser and the Herb Chambers Group. Purchaser and the Herb Chambers Group have also agreed to various covenants in the Transaction Agreement, including, without limitation, covenants by the Herb Chambers Group to conduct the operations of the Businesses in the ordinary course of business consistent with past practice and industry standards, and certain restrictive covenants for certain individuals related to the Herb Chambers Group. Purchaser and the Herb Chambers Group have agreed to indemnify one another against certain damages (subject to certain exceptions and limitations).

The closing of the transactions set forth in the Transaction Agreement are subject to various customary closing conditions, including (i) receipt of approval of the transactions by certain automotive manufacturers, (ii) receipt of certain governmental clearances, including the expiration or termination of the waiting period under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, (iii) the continued accuracy of the representations and warranties of the parties, (iv) the assignment of certain leases and key contracts and (v) the absence of a material adverse effect. The Transaction Agreement is not subject to any financing condition. In connection with the execution of the Transaction Agreement, Purchaser will deliver \$10 million to a third-party escrow agent (the “Earnest Money”) to be applied as partial payment of the purchase price. The Transaction Agreement also contains certain termination rights of Purchaser and the Herb Chambers Group. The Herb Chambers Group may, in some circumstances of termination, be required to pay to Purchaser a termination fee of \$100 million, and in other circumstances of termination, be entitled to receive the Earnest Money.

The foregoing description of the Transaction Agreement does not purport to be complete and is subject to, and qualified in its entirety by reference to, the full text of the Transaction Agreement, a copy of which will be filed with the Company’s Quarterly Report on Form 10-Q for the quarter ending March 31, 2025, and is incorporated herein by reference.

Item 7.01 Regulation FD Disclosure.

On February 18, 2025, the Company issued a press release announcing the entry into the Transaction Agreement, a copy of which is furnished herewith as Exhibit 99.1 and incorporated herein by reference.

The information contained in this Item 7.01, including Exhibit 99.1, is being furnished and shall not be deemed “filed” for the purposes of Section 18 of the Securities Exchange Act of 1934, as amended, or otherwise subject to the liabilities of that section, nor shall it be deemed incorporated by reference into any registration statement or other filing under the Securities Act of 1933, as amended, except as shall be expressly set forth by specific reference to such filing.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.

Description

[99.1](#)

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Press Release, dated February 18, 2025

Cover Page Interactive Data File (embedded within the Inline XBRL document)

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: February 18, 2025

ASBURY AUTOMOTIVE GROUP, INC.

By: _____ /s/ Dean A. Calloway

Name: **Dean A. Calloway**

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



Asbury Automotive Group Agrees to Acquire The Herb Chambers Companies

Sale of fourteenth largest private dealership group in the US includes 33 dealerships, 52 franchises, and 3 collision centers in Massachusetts and Rhode Island.

DULUTH, Ga, Feb. 18, 2025 - Asbury Automotive Group, Inc. (NYSE: ABG), one of the largest automotive retail and service companies in the U.S., signed a definitive agreement to acquire various automotive dealerships owned by The Herb Chambers Companies (HCC), the fourteenth largest by revenue privately-owned dealership group in the country. The sale of this flagship New England Region company is one of the most sizable in U.S. auto retail history, representing \$2.9 billion in revenue in 2024, and includes 33 dealerships, 52 franchises, and three collision centers. The transaction is subject to customary closing conditions and is expected to close late in the second quarter of 2025. Asbury plans to fund the \$1.34 billion purchase price with a combination of credit facility capacity, mortgage proceeds and cash. Herb Chambers, principal of the Herb Chambers Companies, has agreed to assume the post of Special Advisor to Asbury and will retain ownership of Mercedes-Benz of Boston in Somerville, Massachusetts.

"We're excited to bring Asbury and the Herb Chambers team together. Herb is an icon in Boston, and he has built a world class organization, with a strong reputation for serving his guests and being highly engaged in the communities," said David Hult, Asbury's President & CEO. "HCC is a respected brand with a rich history and reputation for having a customer and team member-focused culture, aligning directly with Asbury's North Star to become the most guest-centric automotive retailer."

"As I look back on the last 40 years in business, I do so with immense pride, and as I look forward, I will do so with great satisfaction knowing what we built together will be in trusted hands," shared Herb Chambers, principal of the Herb Chambers Companies. "David Hult and the Asbury Automotive Group share our customer-focused philosophy which will remain as the foundation from which they move our great company into the future."

Jones Day and Hill Ward Henderson served as legal counsel, Baker Tilly served as the transaction advisory firm, and BofA Securities served as financial advisor to Asbury. Stephens Inc. served as financial advisor and WilmerHale served as legal counsel to HCC.

For additional information, please see the Form 8-K that will be filed in connection with this transaction.

About The Herb Chambers Companies

Founded in 1985, The Herb Chambers Companies is one of the nation's largest private auto dealership groups and one of the leading automotive retailers in the New England region. HCC employs more than 2,200 people in locations throughout Massachusetts and Rhode Island, with most of its dealerships located in and around Boston. Herb Chambers is consistently named as one of the Boston Globe's "Top Places to Work."

About Asbury Automotive Group, Inc.

Asbury Automotive Group, Inc. (NYSE: ABG), a Fortune 500 company headquartered in Duluth, GA, is one of the largest automotive retailers in the U.S. In late 2020, Asbury embarked on a multi-year plan to increase revenue and profitability strategically through organic and acquisitive growth and innovative technologies, with its guest-centric approach as Asbury's constant North Star. As of December 31, 2024, Asbury operated 152 new vehicle dealerships, consisting of 198 franchises and representing 31 domestic and foreign brands of vehicles. Asbury also operates Total Care Auto, Powered by Landcar, a leading provider of service contracts and other vehicle protection products, and 37 collision repair centers. Asbury offers an extensive range of

automotive products and services, including new and used vehicles; parts and service, which includes vehicle repair and maintenance services, replacement parts and collision repair services; and finance and insurance products, including arranging vehicle financing through third parties and aftermarket products, such as extended service contracts, guaranteed asset protection debt cancellation, and prepaid maintenance. Asbury is recognized as one of America's Fastest Growing Companies 2024 by the Financial Times and the Company is listed among the World's Most Trustworthy Companies 2024 by Newsweek.

For additional information, visit www.asburyauto.com.

Forward-Looking Statements

To the extent that statements in this press release are not recitations of historical fact, such statements constitute "forward-looking statements" as such term is defined in the Private Securities Litigation Reform Act of 1995. The forward-looking statements in this press release may include statements relating to goals, plans and expectations, including projections regarding the expected benefits of the proposed transaction, managements plans, projections and objectives for the proposed transaction, future operations, scale and performance, integration plans and expected synergies therefrom and the timing of completion of the proposed transaction.

The following are some but not all of the factors that could cause actual results or events to differ materially from those anticipated, including: the occurrence of any event, change or other circumstances that could give rise to the termination of the asset purchase agreement; the risk that the necessary manufacturer approvals may not be obtained; the risk that the necessary regulatory approvals may not be obtained or may be obtained subject to conditions that are not anticipated; the risk that the proposed transaction will not be consummated in a timely manner; risks that any of the closing conditions to the proposed acquisition may not be satisfied or may not be satisfied in a timely manner; risks related to disruption of management time from ongoing business operations due to the proposed acquisition; failure to realize the benefits expected from the proposed acquisition; failure to promptly and effectively integrate the acquisition; and the effect of the announcement of the proposed acquisition on their operating results and businesses and on the ability of Asbury to retain and hire key personnel, maintain relationships with suppliers; our ability to execute our business strategy; and other risks described from time to time in our filings with the Securities and Exchange Commission.

Many of these factors are beyond our ability to control or predict, and their ultimate impact could be material. Moreover, the factors set forth under "Item 1A. Risk Factors" and "Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations" in Asbury's Annual Report on Form 10-K, any subsequently filed quarterly reports on Form 10-Q, and other cautionary statements made in this press release should be read and considered as forward-looking statements subject to such uncertainties. We urge you to carefully consider those factors.

These forward-looking statements and such risks, uncertainties and other factors speak only as of the date of this press release. We expressly disclaim any obligation or undertaking to disseminate any updates or revisions to any forward-looking statement contained herein, whether as a result of new information, future events or otherwise.

Asbury Media Contact:

Joe Sorice (jsorice@asburyauto.com), Sr. Manager, Investor Relations, 770-418-8211

Source: Asbury Automotive Group, Inc.