
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 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): January 20, 2017

The logo for Burlington, featuring a stylized red heart shape to the left of the word "Burlington" in a red, serif font.

BURLINGTON STORES, INC.
(Exact Name of Registrant As Specified In Charter)

Delaware
(State or Other Jurisdiction
of Incorporation)

001-36107
(Commission
File Number)

80-0895227
(IRS Employer
Identification No.)

2006 Route 130 North
Burlington, New Jersey 08016
(Address of Principal Executive Offices, including Zip Code)

(609) 387-7800
(Registrant's telephone number, including area code)

Not applicable
(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))
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Item 1.01 Entry into a Material Definitive Agreement.

The description of the Amendment (as defined below) included in Item 5.02 of this Current Report on Form 8-K is incorporated by reference into this Item 1.01.

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

(e)

Kingsbury Employment Agreement Amendment

On January 20, 2017, Burlington Stores, Inc. (the “Company”) and its indirect wholly-owned subsidiaries, Burlington Coat Factory Holdings, LLC (“BCFH”) and Burlington Coat Factory Warehouse Corporation (“BCFWC”), entered into an amendment (the “Amendment”) to that certain Employment Agreement, dated as of December 2, 2008, as amended, by and among BCFH (formerly Burlington Coat Factory Holdings, Inc.), BCFWC and Thomas Kingsbury, the Company’s President, Chief Executive Officer and Chairman (the “Employment Agreement”).

Pursuant to the Amendment, the Employment Agreement has been modified such that:

- Mr. Kingsbury’s annual base salary has been increased to \$1,300,000 (from \$1,170,283) effective January 22, 2017.
- Mr. Kingsbury will receive a one-time grant of 100,000 shares of restricted common stock of the Company (vesting ratably over four years) to be made on January 23, 2017, subject to the terms of the same grant agreement used for restricted stock awards made to the Company’s senior executives, provided that, in addition to the ordinary vesting terms contained therein, such award will be subject to accelerated vesting in the event of termination of employment without Cause, for Good Reason or due to death or Disability (as each term is defined in the Employment Agreement).
- The value of the annual long-term incentive plan equity (“LTIP”) award to be made to Mr. Kingsbury in each of 2017, 2018 and 2019 will not be reduced by the value of the portion of the stock options received by Mr. Kingsbury in June 2013 which is set to vest during such fiscal year.

The Company’s Board determined that the compensation adjustments included in the Amendment were appropriate in light of the Company’s strong sustained performance, consistent growth and delivery of significant stockholder value under the leadership of Mr. Kingsbury, who has served as the Company’s President and Chief Executive Officer since 2008.

The summary of the Amendment set forth above is qualified by reference to the full text of the Amendment, which is filed as Exhibit 10.1 hereto and incorporated herein by reference.

Executive Vice President Promotions

On January 20, 2017, the Company announced three senior executive promotions (the “Promotions”), each effective on January 29, 2017. A description of each Promotion, along with corresponding compensation changes, is set forth below.

- Jennifer Vecchio has been promoted to Chief Merchandising Officer/Principal. Ms. Vecchio’s annual base salary has been increased to \$775,000 (from \$681,260) and her annual incentive target under the Company’s Annual Incentive Plan has been increased to 100% of her annual base salary (from 75%). In addition, Ms. Vecchio’s equity incentive percentage for purposes of determining LTIP awards has been increased to 225% (from 175%). Finally, on January 30, 2017, Ms. Vecchio will receive a prorated LTIP grant valued at \$434,743 to be delivered 25% in restricted common stock of the Company and 75% in stock options.
- Marc Katz has been promoted to Chief Financial Officer/Principal. Mr. Katz’s annual base salary has been increased to \$750,000 (from \$659,200) and his annual incentive target under the Company’s Annual Incentive Plan has been increased to 100% of his annual base salary (from 75%). In addition, Mr. Katz’s equity incentive percentage for purposes of determining LTIP awards has been increased to 225% (from 175%). Mr. Katz will also receive a one-time grant of 30,000 shares of restricted common stock of the Company on January 30, 2017 (vesting 100% on January 30, 2021 in the event that Mr. Katz remains continuously employed by the Company through such date). Finally, on January 30, 2017, Mr. Katz will receive a prorated LTIP grant valued at \$420,719 to be delivered 25% in restricted common stock of the Company and 75% in stock options.
- Fred Hand has been promoted to Chief Customer Officer/Principal. Mr. Hand’s annual base salary has been increased to \$750,000 (from \$659,200) and his annual incentive target under the Company’s Annual Incentive Plan has been increased to 100% of his annual base salary (from 75%). In addition, Mr. Hand’s equity incentive percentage for purposes of determining LTIP awards has been increased to 225% (from 175%). Finally, on January 30, 2017, Mr. Hand will receive a prorated LTIP grant valued at \$420,719 to be delivered 25% in restricted common stock of the Company and 75% in stock options.

Each executive remains eligible to receive a full LTIP grant in 2017 at the time LTIP grants are made to other officers of the Company.

Ms. Vecchio, Mr. Katz and Mr. Hand will continue to report directly to Mr. Kingsbury. A copy of the press release announcing the Promotions is filed under this report as Exhibit 99.1 and incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

| Exhibit No. | Description |
|--------------------|---|
| 10.1 | Amendment No. 6 to Employment Agreement, dated as of January 20, 2017, by and among Burlington Coat Factory Warehouse Corporation, Burlington Coat Factory Holdings, LLC, Burlington Stores, Inc. and Thomas Kingsbury. |
| 99.1 | Press Release dated January 20, 2017. |

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.

BURLINGTON STORES, INC.

/s/ Robert L. LaPenta, Jr.

Robert L. LaPenta, Jr.
Vice President and Treasurer

Date: January 20, 2017

EXHIBIT INDEX

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**AMENDMENT NO. 6
TO
EMPLOYMENT AGREEMENT**

This AMENDMENT NO. 6 TO EMPLOYMENT AGREEMENT (this "Amendment") is made as of January 20, 2017 by Burlington Coat Factory Warehouse Corporation, a Delaware corporation (the "Company"), Burlington Coat Factory Holdings, LLC, a Delaware limited liability company ("Parent"), Burlington Stores, Inc., a Delaware corporation ("BSI"), and Thomas A. Kingsbury ("Executive").

W I T N E S S E T H.

WHEREAS, the Company, Parent (f/k/a Burlington Coat Factory Holdings, Inc., a Delaware corporation) and Executive entered into that certain Employment Agreement, dated as of December 2, 2008, and amended on October 23, 2012, December 8, 2014, May 18, 2015, May 29, 2015 and July 7, 2015 (the "Employment Agreement") (capitalized terms used and not otherwise defined herein shall have the meanings given to such terms in the Employment Agreement); and

WHEREAS, the parties hereto desire to amend the Employment Agreement as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Section 3(a) of the Employment Agreement is hereby amended by deleting the entire section and replacing it with the following:

"(a) Effective as of January 22, 2017, Executive's base salary shall be a minimum of One Million Three Hundred Thousand Dollars (\$1,300,000.00) per annum (as increased or decreased in accordance with this Agreement from time to time, the "Base Salary"), which salary shall be payable by the Company in regular installments in accordance with the Company's general payroll practices (in effect from time to time). Executive's Base Salary will be subject to annual review and increase (but not decrease) by the Board during the Employment Period. Any such increased Base Salary shall be Executive's "Base Salary" for all purposes thereafter under this Agreement."

2. The last three sentences of Section 3(g) of the Employment Agreement are hereby amended by deleting such sentences and replacing them with the following:

"Notwithstanding the foregoing, Executive will receive a long term equity award (each such award, an "LTIP Award") having a grant date fair value (as determined by the Compensation Committee of the Board of Directors in a manner consistent with respect to awards granted to other senior executives) equal to (i) 450% of Executive's Base Salary minus the Excess Value (as defined below) for purposes of the LTIP awards made to Executive in each of May 2015 and May 2016; and (ii) 450% of Executive's Base Salary for purposes of the LTIP awards to be made to Executive in each of May 2017, 2018, and 2019. The form of, and terms and conditions applicable to, each LTIP Award shall be substantially similar to that of long term equity awards made to the Company's senior executives for the applicable year; provided, that, in addition to the ordinary vesting terms provided therein, each LTIP Award will each be subject to the Special Vesting Conditions (as defined below). For purposes of the LTIP awards made to Executive in each of May 2015 and May 2016, the "Excess Value" means the product of

A x B, where "A" equals the number of options granted pursuant to that certain Non- Qualified Stock Option Agreement, dated as of June 17, 2013, by and between Executive and Burlington Holdings, Inc. (the "Options") that will vest in the ordinary course during the 12month Period following the applicable LTIP Award grant date, and "B" equals (x) \$28.00 minus (y) the per share exercise price of the Options as determined at the time of vesting. For purposes of all LTIP Awards, "Special Vesting Conditions" means the following: (x) for LTIP Awards that are subject solely to time based vesting conditions ("Time Awards"), (I) 100% of such Time Awards shall vest if Executive's employment is terminated due to death, and (II) a pro rata portion of the portion of each Time Award that would vest on the next regular vesting date for such Time Award shall vest if Executive's employment is terminated by the Company for a reason other than Cause, by Executive for Good Reason or due to his Disability (with such prorated portion being equal to the portion of the period from the later of the date of grant of such Time Award or the last regular vesting date for such Time Award to such next regular vesting that occurs before the termination of the Employment Period); and (y) for LTIP Awards that are not subject solely to time based vesting conditions ("Performance Awards"), the vesting provisions described in clause (x), above, shall also be applied, but the portion of the Performance Awards that would otherwise vest pursuant to clause (x) shall vest only to the extent the applicable performance vesting conditions have been achieved at the end of the applicable performance periods (so that no vesting shall occur under this clause (y) until the end of the applicable performance period)."

3. Section 3 of the Employment Agreement is hereby amended by adding the following Section 3(m) to the end thereof:

"On January 23, 2017, BSI shall grant, or cause to be granted to, Executive a one-time grant of One Hundred Thousand (100,000) shares of restricted stock (the "Restricted Shares") pursuant to the terms of Burlington Stores, Inc. 2013 Omnibus Incentive Plan, as amended from time to time, which Restricted Shares shall be subject to the terms of such plan and the relevant grant agreement, which shall be substantially similar to that used for restricted stock awards made to the Company's senior executives; provided, that, in addition to the ordinary vesting terms provided therein, the Restricted Shares will be subject to the Special Vesting Conditions."

4. Except as specifically set forth herein, the Employment Agreement and all of its terms and conditions remain in full force and effect, and the Employment Agreement is hereby ratified and confirmed in all respects, except that on or after the date of this Amendment all references in the Employment Agreement to "this Agreement," "hereto," "hereof," "hereunder," or words of like import shall mean the Employment Agreement as amended by this Amendment.

5. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original and such counterpart together shall constitute one and the same instrument.

6. This Amendment, including the validity, interpretation, construction and performance of this Amendment, shall be governed by and construed in accordance with the laws of the State of New York applicable to agreements made and to be performed in such State, without regard to such State's conflicts of law principles.

7. This Amendment shall be binding upon and inure to the benefit of and be enforceable by the respective successors and assigns of the parties hereto. The Employment Agreement, as amended by this Amendment, embodies the entire agreement and understanding between the parties hereto and supersedes all prior agreements and understandings relating to the subject matter hereof.

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SIGNATURE PAGE TO AMENDMENT NO. 6 TO EMPLOYMENT AGREEMENT

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first written above.

BURLINGTON COAT FACTORY WAREHOUSE CORPORATION

By: /s/ Joyce Manning Magrini
Name: Joyce Manning Magrini
Title: Executive Vice President-Human Resources

BURLINGTON COAT FACTORY HOLDINGS, LLC

By: Burlington Holdings, LLC, its Managing Member

By: /s/ Joyce Manning Magrini
Name: Joyce Manning Magrini
Title: Executive Vice President-Human Resources

BURLINGTON STORES, INC.

By: /s/ Joyce Manning Magrini
Name: Joyce Manning Magrini
Title: Executive Vice President-Human Resources

EXECUTIVE

/s/ Thomas A. Kingsbury
Thomas A. Kingsbury



Burlington Stores, Inc. Announces Senior Leadership Promotions

Jennifer Vecchio, Marc Katz and Fred Hand Promoted to Principal Roles

BURLINGTON, New Jersey; January 20, 2017 — Burlington Stores, Inc. (NYSE: BURL), a nationally recognized off-price retailer of high-quality, branded apparel at everyday low prices, today announced senior leadership promotions to support the Company's continued growth and recognize key executives who have made significant contributions to the Company's success. These changes will be effective on January 30, 2017.

- Jennifer Vecchio, the Company's Executive Vice President/Chief Merchandising Officer since May 2015, will be promoted to the newly created role of Chief Merchandising Officer/Principal, and will assume responsibility for the Merchandise Planning, Allocation and MIO functions.
- Marc Katz, the Company's Executive Vice President and Chief Financial Officer since January 2015, will be promoted to Chief Financial Officer/Principal. In this newly expanded role, Mr. Katz will assume responsibility for the Company's Supply Chain, Procurement, Corporate Services and Asset Protection functions, while continuing to serve as the Company's Chief Financial Officer and oversee the Information Technology group.
- Fred Hand, the Company's Executive Vice President of Stores since February 2008, will be promoted to the newly created role of Chief Customer Officer/Principal. In this position, Mr. Hand will continue to oversee Store Operations, Real Estate and Store Design/Construction, and will assume responsibility for Marketing, Strategy and E-Commerce.

All three executives will continue to report to Burlington's President and Chief Executive Officer, Thomas A. Kingsbury.

Mr. Kingsbury stated, "I am delighted to announce the promotions of these three talented executives. Each of them has played a key role in Burlington's success. Their contributions have positively impacted Burlington's ability to execute our off-price business model by delivering great product and sought-after brands at compelling values in an exciting store environment. I am confident that their expanded roles will position the Company to continue its strong performance into 2017 and beyond."

Mr. Kingsbury continued, "Jennifer Vecchio is an outstanding merchant who has a deep understanding of the off-price business model and strong relationships with the vendor community. She is a motivating leader who is committed to developing her team, and I am confident that she will succeed in this broader leadership position."

"Marc Katz is an exemplary leader whose many contributions to Burlington have played a key role in our success. Since 2008, he has led a variety of functions, most recently the financial and information technology groups. Marc's broad-based financial understanding positions him well for these additional responsibilities," continued Mr. Kingsbury.

"Fred Hand is an exceptionally talented executive with a breadth of retail experience and a keen focus on the needs of our customers. His record of strong leadership at Burlington and deep experience at other leading retailers will serve him well in his expanded role," said Mr. Kingsbury.

In conclusion, Mr. Kingsbury said, “Jennifer, Marc and Fred have consistently demonstrated strong business acumen and exceptional managerial skills. This new leadership structure positions the Company for continued growth and success.”

About Burlington Stores, Inc.

Burlington Stores, Inc., headquartered in New Jersey, is a nationally recognized off-price retailer with fiscal 2015 revenue of \$5.1 billion. The Company is a Fortune 500 company and its common stock is traded on the New York Stock Exchange under the ticker symbol “BURL.” The Company operated 592 stores as of the end of the third quarter, inclusive of an internet store, in 45 states and Puerto Rico, principally under the name Burlington Stores. The Company’s stores offer an extensive selection of in-season, fashion-focused merchandise at up to 65% off other retailers’ prices, including women’s ready-to-wear apparel, menswear, youth apparel, baby, beauty, footwear, accessories, home and coats.

For more information about the Company, visit www.burlingtonstores.com.

Investor Relations Contacts:

Robert L. LaPenta, Jr.
855-973-8445

Info@BurlingtonInvestors.com

Allison Malkin
Caitlin Morahan
ICR, Inc.
203-682-8225

Safe Harbor for Forward-Looking and Cautionary Statements

This release contains forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended (Exchange Act). All statements other than statements of historical fact included in this release are forward-looking statements. Forward-looking statements discuss our current expectations and projections relating to our financial condition, results of operations, plans, objectives, future performance and business. You can identify forward-looking statements by the fact that they do not relate strictly to historical or current facts. We do not undertake to publicly update or revise our forward-looking statements even if experience or future changes make it clear that any projected results expressed or implied in such statements will not be realized. If we do update one or more forward-looking statements, no inference should be made that we will make additional updates with respect to those or other forward-looking statements. All forward-looking statements are subject to risks and uncertainties that may cause actual results to differ materially from those we expected, including competition in the retail industry, seasonality of our business, adverse weather conditions, changes in consumer preferences and consumer spending patterns, import risks, inflation, general economic conditions, our ability to implement our strategy, our substantial level of indebtedness and related debt-service obligations, restrictions imposed by covenants in our debt agreements, availability of adequate financing, our dependence on vendors for our merchandise, events affecting the delivery of merchandise to our stores, existence of adverse litigation and risks, availability of desirable locations on suitable terms and other factors that may be described from time to time in our filings with the Securities and Exchange Commission (SEC). For each of these factors, the Company claims the protection of the safe harbor for forward-looking statements contained in the Private Securities Litigation Reform Act of 1995, as amended.