
**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): July 7, 2015

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.

On July 7, 2015, 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 Employment Agreement, the Company was required to make a gross-up payment to Mr. Kingsbury for certain excise tax liability under Sections 280G and 4999 of the Internal Revenue Code of 1986, as amended if he received payments in connection with a change of control of the Company triggering the excise tax. The Amendment eliminates this right to an excise tax gross-up.

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

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

Exhibit No.	Description
10.1	Amendment No. 5 to Employment Agreement, dated as of July 7, 2015, by and among Burlington Coat Factory Warehouse Corporation, Burlington Coat Factory Holdings, LLC, Burlington Stores, Inc. and Thomas Kingsbury.

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/ Christopher T. Schaub

Christopher T. Schaub
Vice President and Corporate Counsel

Date: July 7, 2015

EXHIBIT INDEX

**Exhibit
No.**

Description

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AMENDMENT NO. 5
TO
EMPLOYMENT AGREEMENT

This AMENDMENT NO. 5 TO EMPLOYMENT AGREEMENT (this "Amendment") is made as of July 7, 2015 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, and Thomas A. Kingsbury ("Executive").

WITNESSETH.

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 and May 29, 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 1 of the Employment Agreement is hereby amended by deleting the following definitions:

“Accounting Firm’ has the meaning given to that term in Section 22(b).”

“Excise Tax’ has the meaning given to that term in Section 22(a).”

“Gross-Up Payment’ has the meaning given to that term in Section 22(a).”

“Payment’ has the meaning given to that term in Section 22(a).”

“Underpayment’ has the meaning given to that term in Section 22(b).”

2. Section 22 of the Employment Agreement is hereby amended by deleting that section in its entirety and replacing it with the following:

“22. Reserved.”

3. 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.

4. 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.
5. 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.
6. 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.

[remainder of page intentionally left blank; signature page follows]

SIGNATURE PAGE TO AMENDMENT NO. 5 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