

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): March 22, 2019

**TAUBMAN CENTERS, INC .**

(Exact Name of Registrant as Specified in its Charter)

**Michigan**

(State of Other Jurisdiction of Incorporation)

**1-11530**

(Commission File Number)

**38-2033632**

(I.R.S. Employer Identification No.)

**200 East Long Lake Road, Suite 300,  
Bloomfield Hills, Michigan**

(Address of Principal Executive Office)

**48304-2324**

(Zip Code)

Registrant's Telephone Number, Including Area Code: **(248) 258-6800**

**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 (See General Instruction A.2. below):

- 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))

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 5.02. DEPARTURE OF DIRECTORS OR CERTAIN OFFICERS; ELECTION OF DIRECTORS; APPOINTMENT OF CERTAIN OFFICERS; COMPENSATORY ARRANGEMENTS OF CERTAIN OFFICERS.**

The Employment Agreement dated March 30, 2017, by and between The Taubman Company LLC and Paul Wright was amended pursuant to the First Amendment to Employment Agreement dated March 22, 2019 (the First Amendment) to extend the term of Mr. Wright's employment to March 31, 2020. All other material terms of the Employment Agreement remain in full force and effect.

The foregoing description is qualified in its entirety by the First Amendment, a copy of which is filed as Exhibit 10.1 to this report and is incorporated herein by reference.

**Item 9.01. FINANCIAL STATEMENTS AND EXHIBITS.**

(d) Exhibits

Exhibit   Description

10.1   [First Amendment to Employment Agreement between The Taubman Company LLC and Paul Wright, dated March 22, 2019.](#)



## SIGNATURES

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** : March 26, 2019

**TAUBMAN CENTERS, INC.**

By: /s/ Simon J. Leopold

Simon J. Leopold

Executive Vice President, Chief Financial Officer, and  
Treasurer

**FIRST AMENDMENT TO EMPLOYMENT AGREEMENT**

THIS FIRST AMENDMENT TO EMPLOYMENT AGREEMENT (“Amendment”) is entered into as of the 22nd day of March, 2019, by and between the TAUBMAN COMPANY LLC, a Delaware limited liability company (“Employer”), and PAUL WRIGHT (“Executive”).

- A. Employer and Executive entered into a certain Employment Agreement, dated March 30, 2017, (“Agreement”); and
- B. Employer and Executive desire to amend the terms of the Agreement in the manner set forth below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

- 1. The Term of the Agreement, as set forth in Section 1.3 of the Agreement, is hereby extended to March 31, 2020.
  - 2. The date of “March 30, 2019” appearing in Section 2.1(b) of the Agreement is hereby changed to “March 31, 2020.”
  - 3. All references to the “2008 Omnibus Long-Term Incentive Plan” appearing in Section 2.3 of the Agreement are hereby changed to “2018 Omnibus Long-Term Plan.”
  - 4. Executive will be eligible for annual RSU and PSU Award grants in March of 2019.
  - 5. Section 2.5 of the Agreement is hereby deleted and replaced with the following:
    - “2.5 Time Off. (a) Executive shall be covered by Employer’s Self-Managed Time Policy in lieu of any vacation or annual leave time.
    - (b) In addition to such Self-Managed Time Policy as is provided in paragraph (a) above, in each calendar year, Executive shall be entitled to such statutory holidays as are required by local law where Executive’s office is located.”
  - 6. Capitalized terms used herein and not otherwise defined herein shall have the meaning ascribed to them in the Agreement.
  - 7. Except as modified by this Amendment, the Agreement remains in full force and effect and is hereby ratified and confirmed.
  - 8. This Amendment may be executed in counterparts, each of which shall constitute an original, although not fully executed, but all of which when taken together shall constitute but one Amendment.
  - 9. Delivery of an executed counterpart of this Amendment electronically (e.g., PDF) or by telecopier or facsimile shall be effective as delivery of an original executed counterpart hereof.
  - 10. This Amendment, along with the Agreement, contains the entire understanding between the parties and supersedes any prior understandings and agreements between them about the subject matter of
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the Agreement or this Amendment. There are no other representations or agreements, oral or written, modifying the terms of the Agreement or this Amendment.

This Amendment has been executed as of the date first above written.

**THE TAUBMAN COMPANY LLC** ,  
a Delaware limited liability company

By: /s/ Holly A. Kinnear  
Its: SVP and CHRO

**“Employer”**

/s/ Paul Wright  
**PAUL WRIGHT**

**“Executive”**