

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

FORM 10-Q

(Mark One)

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

For the quarterly period ended September 30, 2017

or

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

For the transition period from _____ to _____

Commission File Number: 1-13107

AutoNation, Inc.

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction of incorporation or organization)

73-1105145

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

200 SW 1st Avenue, Fort Lauderdale, Florida

(Address of principal executive offices)

33301

(Zip Code)

(954) 769-6000

(Registrant's telephone number, including area code)

N/A

(Former name, former address and former fiscal year, if changed since last report)

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer

Accelerated filer

Non-accelerated filer (Do not check if a smaller reporting company)

Smaller reporting company

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.

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes No

As of October 31, 2017, the registrant had 91,243,785 shares of common stock outstanding.

AUTONATION, INC.
FORM 10-Q
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PART I. FINANCIAL INFORMATION

ITEM 1. FINANCIAL STATEMENTS

AUTONATION, INC.
UNAUDITED CONDENSED CONSOLIDATED BALANCE SHEETS
(In millions, except share and per share data)

	September 30, 2017	December 31, 2016
ASSETS		
CURRENT ASSETS:		
Cash and cash equivalents	\$ 53.3	\$ 64.8
Receivables, net	901.0	1,032.9
Inventory	3,408.6	3,520.1
Other current assets	87.2	97.0
Total Current Assets	4,450.1	4,714.8
PROPERTY AND EQUIPMENT, net of accumulated depreciation of \$1.2 billion and \$1.1 billion, respectively	2,949.2	2,843.2
GOODWILL	1,529.8	1,511.3
OTHER INTANGIBLE ASSETS, NET	616.3	598.2
OTHER ASSETS	409.4	392.5
Total Assets	\$ 9,954.8	\$ 10,060.0
LIABILITIES AND SHAREHOLDERS' EQUITY		
CURRENT LIABILITIES:		
Vehicle floorplan payable - trade	\$ 2,069.3	\$ 2,308.8
Vehicle floorplan payable - non-trade	1,561.2	1,540.4
Accounts payable	276.6	303.7
Commercial paper	995.0	942.0
Current maturities of long-term debt	566.9	167.5
Other current liabilities	659.1	566.8
Total Current Liabilities	6,128.1	5,829.2
LONG-TERM DEBT, NET OF CURRENT MATURITIES	1,295.7	1,611.1
DEFERRED INCOME TAXES	99.2	91.5
OTHER LIABILITIES	231.3	217.9
COMMITMENTS AND CONTINGENCIES (Note 12)		
SHAREHOLDERS' EQUITY:		
Preferred stock, par value \$0.01 per share; 5,000,000 shares authorized; none issued	—	—
Common stock, par value \$0.01 per share; 1,500,000,000 shares authorized; 120,562,149 shares issued at September 30, 2017, and December 31, 2016, including shares held in treasury	1.2	1.2
Additional paid-in capital	30.2	18.2
Retained earnings	3,416.5	3,133.3
Treasury stock, at cost; 29,317,911 and 19,909,940 shares held, respectively	(1,247.4)	(842.4)
Total Shareholders' Equity	2,200.5	2,310.3
Total Liabilities and Shareholders' Equity	\$ 9,954.8	\$ 10,060.0

See accompanying Notes to Unaudited Condensed Consolidated Financial Statements.

AUTONATION, INC.
UNAUDITED CONDENSED CONSOLIDATED STATEMENTS OF INCOME
(In millions, except per share data)

	Three Months Ended		Nine Months Ended	
	September 30,		September 30,	
	2017	2016	2017	2016
Revenue:				
New vehicle	\$ 3,108.4	\$ 3,195.9	\$ 8,835.5	\$ 9,068.0
Used vehicle	1,228.3	1,276.8	3,670.3	3,777.8
Parts and service	841.6	843.8	2,544.2	2,498.9
Finance and insurance, net	241.6	229.6	692.0	678.1
Other	12.5	21.4	109.1	105.7
TOTAL REVENUE	5,432.4	5,567.5	15,851.1	16,128.5
Cost of sales:				
New vehicle	2,963.6	3,037.7	8,408.2	8,597.8
Used vehicle	1,142.6	1,199.6	3,433.1	3,525.6
Parts and service	474.2	480.0	1,428.2	1,418.8
Other	6.1	13.8	89.8	82.2
TOTAL COST OF SALES (excluding depreciation shown below)	4,586.5	4,731.1	13,359.3	13,624.4
Gross profit:				
New vehicle	144.8	158.2	427.3	470.2
Used vehicle	85.7	77.2	237.2	252.2
Parts and service	367.4	363.8	1,116.0	1,080.1
Finance and insurance	241.6	229.6	692.0	678.1
Other	6.4	7.6	19.3	23.5
TOTAL GROSS PROFIT	845.9	836.4	2,491.8	2,504.1
Selling, general, and administrative expenses	607.5	591.3	1,814.1	1,765.2
Depreciation and amortization	41.4	36.3	118.0	107.0
Other income, net	(14.2)	(10.2)	(54.4)	(21.0)
OPERATING INCOME	211.2	219.0	614.1	652.9
Non-operating income (expense) items:				
Floorplan interest expense	(25.1)	(18.2)	(70.7)	(56.4)
Other interest expense	(30.0)	(28.9)	(88.0)	(85.9)
Interest income	0.2	0.3	0.8	0.8
Other income, net	1.6	2.6	6.4	3.4
INCOME FROM CONTINUING OPERATIONS BEFORE INCOME TAXES	157.9	174.8	462.6	514.8
Income tax provision	60.3	67.0	179.1	198.7
NET INCOME FROM CONTINUING OPERATIONS	97.6	107.8	283.5	316.1
Loss from discontinued operations, net of income taxes	(0.1)	(0.5)	(0.2)	(0.9)
NET INCOME	\$ 97.5	\$ 107.3	\$ 283.3	\$ 315.2
BASIC EARNINGS (LOSS) PER SHARE:				
Continuing operations	\$ 1.00	\$ 1.06	\$ 2.84	\$ 3.05
Discontinued operations	\$ —	\$ —	\$ —	\$ (0.01)
Net income	\$ 1.00	\$ 1.05	\$ 2.84	\$ 3.04
Weighted average common shares outstanding	97.3	101.9	99.9	103.8
DILUTED EARNINGS (LOSS) PER SHARE:				
Continuing operations	\$ 1.00	\$ 1.05	\$ 2.83	\$ 3.02
Discontinued operations	\$ —	\$ —	\$ —	\$ (0.01)
Net income	\$ 1.00	\$ 1.05	\$ 2.82	\$ 3.02
Weighted average common shares outstanding	97.7	102.6	100.3	104.5
COMMON SHARES OUTSTANDING, net of treasury stock, at period end	91.2	101.2	91.2	101.2

See accompanying Notes to Unaudited Condensed Consolidated Financial Statements.

AUTONATION, INC.
UNAUDITED CONDENSED CONSOLIDATED STATEMENT OF SHAREHOLDERS' EQUITY
(In millions, except share data)

	<u>Common Stock</u>		<u>Additional Paid-In Capital</u>	<u>Retained Earnings</u>	<u>Treasury Stock</u>	<u>Total</u>
	<u>Shares</u>	<u>Amount</u>				
BALANCE AT DECEMBER 31, 2016	120,562,149	\$ 1.2	\$ 18.2	\$ 3,133.3	\$ (842.4)	\$ 2,310.3
Net income	—	—	—	283.3	—	283.3
Repurchases of common stock	—	—	—	—	(436.0)	(436.0)
Stock-based compensation expense	—	—	18.1	—	—	18.1
Shares awarded under stock-based compensation plans	—	—	(6.3)	—	31.0	24.7
Other	—	—	0.2	(0.1)	—	0.1
BALANCE AT SEPTEMBER 30, 2017	<u>120,562,149</u>	<u>\$ 1.2</u>	<u>\$ 30.2</u>	<u>\$ 3,416.5</u>	<u>\$ (1,247.4)</u>	<u>\$ 2,200.5</u>

See accompanying Notes to Unaudited Condensed Consolidated Financial Statements.

AUTONATION, INC.
UNAUDITED CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(In millions)

	Nine Months Ended	
	September 30,	
	2017	2016
CASH PROVIDED BY (USED IN) OPERATING ACTIVITIES:		
Net income	\$ 283.3	\$ 315.2
Adjustments to reconcile net income to net cash provided by operating activities:		
Loss from discontinued operations	0.2	0.9
Depreciation and amortization	118.0	107.0
Amortization of debt issuance costs and accretion of debt discounts	4.2	4.0
Stock-based compensation expense	18.1	22.5
Deferred income tax provision	7.7	2.6
Net gain related to business/property dispositions	(43.8)	(29.7)
Non-cash impairment charges and valuation adjustments	—	14.0
Excess tax benefit from stock-based awards	—	(0.7)
Other	(5.2)	(2.4)
(Increase) decrease, net of effects from business combinations and divestitures:		
Receivables	143.6	137.5
Inventory	94.1	320.4
Other assets	(21.2)	(38.2)
Increase (decrease), net of effects from business combinations and divestitures:		
Vehicle floorplan payable - trade, net	(212.7)	(418.2)
Accounts payable	(25.6)	(3.9)
Other liabilities	96.6	48.6
Net cash provided by continuing operations	457.3	479.6
Net cash used in discontinued operations	(0.3)	(0.8)
Net cash provided by operating activities	457.0	478.8
CASH PROVIDED BY (USED IN) INVESTING ACTIVITIES:		
Purchases of property and equipment	(227.6)	(187.6)
Property operating lease buy-outs	(3.3)	(5.0)
Proceeds from the sale of property and equipment	2.6	7.2
Proceeds from assets held for sale	34.7	—
Insurance recoveries on property and equipment	1.2	—
Cash received from business divestitures, net of cash relinquished	47.8	87.5
Cash used in business acquisitions, net of cash acquired	(56.9)	(362.5)
Net change in restricted cash	(2.7)	3.8
Other	(2.0)	(0.2)
Net cash used in continuing operations	(206.2)	(456.8)
Net cash used in discontinued operations	—	—
Net cash used in investing activities	(206.2)	(456.8)

See accompanying Notes to Unaudited Condensed Consolidated Financial Statements.

AUTONATION, INC.
UNAUDITED CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(In millions)
(Continued)

	Nine Months Ended	
	September 30,	
	2017	2016
CASH PROVIDED BY (USED IN) FINANCING ACTIVITIES:		
Repurchases of common stock	(426.3)	(470.6)
Proceeds from revolving credit facility	907.0	1,050.0
Payments of revolving credit facility	(825.0)	(1,050.0)
Net proceeds from commercial paper	53.0	375.5
Net proceeds from vehicle floorplan payable - non-trade	15.4	78.7
Purchase of subsidiary shares	—	(15.2)
Payments of mortgage facility	(7.6)	(7.7)
Payments of capital leases and other debt obligations	(3.5)	(3.1)
Proceeds from the exercise of stock options	24.7	7.8
Excess tax benefit from stock-based awards	—	0.7
Net cash used in continuing operations	(262.3)	(33.9)
Net cash used in discontinued operations	—	—
Net cash used in financing activities	(262.3)	(33.9)
DECREASE IN CASH AND CASH EQUIVALENTS	(11.5)	(11.9)
CASH AND CASH EQUIVALENTS at beginning of period	64.8	74.1
CASH AND CASH EQUIVALENTS at end of period	<u>\$ 53.3</u>	<u>\$ 62.2</u>

See accompanying Notes to Unaudited Condensed Consolidated Financial Statements.

AUTONATION, INC.
NOTES TO UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(In millions, except per share data)

1. INTERIM FINANCIAL STATEMENTS

Business and Basis of Presentation

AutoNation, Inc., through its subsidiaries, is the largest automotive retailer in the United States. As of September 30, 2017, we owned and operated 361 new vehicle franchises from 254 stores located in the United States, predominantly in major metropolitan markets in the Sunbelt region. Our stores sell 33 different new vehicle brands. The core brands of new vehicles that we sell, representing approximately 93% of the new vehicles that we sold during the nine months ended September 30, 2017, are manufactured by Toyota (including Lexus), Honda, Ford, General Motors, FCA US, Mercedes-Benz, Nissan, BMW, and Volkswagen (including Audi and Porsche). We also own and operate 73 AutoNation branded collision centers.

We offer a diversified range of automotive products and services, including new vehicles, used vehicles, “parts and service,” which includes automotive repair and maintenance services as well as wholesale parts and collision businesses, and automotive “finance and insurance” products, which include vehicle service and other protection products, as well as the arranging of financing for vehicle purchases through third-party finance sources. For convenience, the terms “AutoNation,” “Company,” and “we” are used to refer collectively to AutoNation, Inc. and its subsidiaries, unless otherwise required by the context. Our dealership operations are conducted by our subsidiaries.

The accompanying Unaudited Condensed Consolidated Financial Statements include the accounts of AutoNation, Inc. and its subsidiaries; intercompany accounts and transactions have been eliminated. The accompanying Unaudited Condensed Consolidated Financial Statements have been prepared in accordance with accounting principles generally accepted in the United States (“GAAP”) for interim financial information and in accordance with the rules and regulations of the Securities and Exchange Commission (“SEC”). Accordingly, they do not include all of the information and notes required by GAAP for complete financial statements. Additionally, operating results for interim periods are not necessarily indicative of the results that can be expected for a full year. The Unaudited Condensed Consolidated Financial Statements herein should be read in conjunction with our audited Consolidated Financial Statements and notes thereto included within our most recent Annual Report on Form 10-K. These Unaudited Condensed Consolidated Financial Statements reflect, in the opinion of management, all material adjustments (which include only normal recurring adjustments) necessary to fairly state, in all material respects, our financial position and results of operations for the periods presented.

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. In preparing these financial statements, management has made its best estimates and judgments of certain amounts included in the financial statements, giving due consideration to materiality. We base our estimates and judgments on historical experience and other assumptions that we believe are reasonable. However, application of these accounting policies involves the exercise of judgment and use of assumptions as to future uncertainties and, as a result, actual results could differ materially from these estimates. We periodically evaluate estimates and assumptions used in the preparation of the financial statements and make changes on a prospective basis when adjustments are necessary. The significant estimates made in the accompanying Unaudited Condensed Consolidated Financial Statements include certain assumptions related to goodwill, intangible assets, long-lived assets, assets held for sale, accruals for chargebacks against revenue recognized from the sale of finance and insurance products, accruals related to self-insurance programs, certain legal proceedings, estimated tax liabilities, and certain assumptions related to stock-based compensation.

Recent Accounting Pronouncements

Improvements to Employee Share-Based Payment Accounting

In March 2016, the Financial Accounting Standards Board (“FASB”) issued an accounting standard update that amends several aspects of the accounting for share-based payment transactions, including the income tax consequences, classification within the statement of cash flows, and accounting for forfeitures. The amendments in this accounting standard update were effective for periods beginning after December 15, 2016.

The new standard requires excess tax benefits or deficiencies for share-based payments to be recognized as income tax benefit or expense, rather than within additional paid-in capital. Furthermore, cash flows related to excess tax benefits are required to be classified as operating activities in the statement of cash flows rather than financing activities. We adopted these

AUTONATION, INC.
NOTES TO UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(Continued)

amendments effective January 1, 2017, on a prospective basis. For the nine months ended September 30, 2017, we recorded \$2.5 million of tax deficiencies, which is reflected as a component of the income tax provision on the Unaudited Condensed Consolidated Statement of Income and as cash used in operating activities on the Unaudited Condensed Consolidated Statement of Cash Flows. We elected not to adjust the prior year cash flow presentation.

The new standard also eliminates the requirement to estimate forfeitures when recognizing stock compensation expense during the vesting period. As permitted by the standard, we have elected to account for forfeitures of stock-based awards as they occur. The new standard requires that this change be adopted on a modified retrospective basis, as such, we recorded a cumulative effect adjustment of \$0.2 million (pre-tax) to reduce retained earnings and increase additional paid-in capital as of January 1, 2017.

The new standard also requires the presentation of cash paid to taxing authorities at settlement arising from the withholding of shares from employees be classified as a financing activity on the statement of cash flows, which is where we had previously classified these items. This change, therefore, did not impact our consolidated financial statements.

Simplifying the Goodwill Impairment Test

In January 2017, the FASB issued an accounting standard update that simplifies the subsequent measurement of goodwill by eliminating the second step of the goodwill impairment test. Under the new standard, goodwill impairment should be recognized based on the amount by which the carrying amount of a reporting unit exceeds its fair value, but should not exceed the total amount of goodwill allocated to the reporting unit. The amendments in this accounting standard update are to be applied prospectively and are effective for interim or annual goodwill impairment tests in fiscal years beginning after December 15, 2019, with early adoption permitted for interim or annual goodwill impairment tests performed on testing dates after January 1, 2017. We adopted this standard in connection with our annual goodwill impairment test as of April 30, 2017. The provisions of this accounting standard update did not have an impact on our consolidated financial statements. See Note 15 of the Notes to Unaudited Condensed Consolidated Financial Statements for more information on our annual goodwill impairment testing.

Revenue Recognition

In May 2014, the FASB issued an accounting standard update that amends the accounting guidance on revenue recognition. The amendments in this accounting standard update are intended to provide a more robust framework for addressing revenue issues, improve comparability of revenue recognition practices, and improve disclosure requirements. Under the new standard, revenue is recognized when a customer obtains control of promised goods or services and is recognized in an amount that reflects the consideration which the entity expects to receive in exchange for those goods or services. The principles in the standard should be applied using a five-step model that includes 1) identifying the contract(s) with a customer, 2) identifying the performance obligations in the contract, 3) determining the transaction price, 4) allocating the transaction price to the performance obligations in the contract, and 5) recognizing revenue when (or as) the performance obligations are satisfied. The standard also requires disclosure of the nature, amount, timing, and uncertainty of revenue and cash flows arising from contracts with customers. In addition, the standard amends the existing requirements for the recognition of a gain or loss on the transfer of nonfinancial assets that are not in a contract with a customer (for example, sales of real estate) to be consistent with the standard's guidance on recognition and measurement (including the constraint on revenue). The FASB also subsequently issued several amendments to the standard, including clarification on principal versus agent guidance, identifying performance obligations, and immaterial goods and services in a contract.

The amendments in this accounting standard update must be applied using either of the following transition methods: (i) a full retrospective approach reflecting the application of the standard in each prior reporting period with the option to elect certain practical expedients, or (ii) a modified retrospective approach with the cumulative effect of initially adopting the standard recognized at the date of adoption (which requires additional footnote disclosures). We currently anticipate adopting the standard using the modified retrospective approach applied only to contracts not completed as of the date of adoption, with no restatement of comparative periods and a cumulative effect adjustment recognized as of the date of adoption.

This accounting standard update is effective for reporting periods beginning after December 15, 2017. We will adopt this accounting standard update effective January 1, 2018. As part of our implementation process, we have gained an understanding of the new standard and performed an analysis to identify accounting policies that may need to change and additional disclosures that will be required. We have considered factors such as customer contracts with unique revenue recognition considerations, the nature and type of goods and services we offer, the degree to which contracts include multiple performance

AUTONATION, INC.
NOTES TO UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(Continued)

obligations or variable consideration, and the pattern in which revenue is currently recognized, among other things. While we have not completed the implementation process, we have substantially evaluated all of our revenue streams and we expect similar performance obligations to result under the new standard as compared with deliverables and separate units of accounting currently identified. As a result, we expect the timing of our revenue recognition for most of our revenue streams to generally remain the same, however we have identified certain revenue streams that will be affected by the new standard.

First, the timing of revenue recognition associated with customer loyalty programs that we offer in certain of our stores will be deferred. We currently accrue the incremental cost of loyalty points awarded under current guidance. Under the new standard, a customer loyalty program that provides a customer with a material right is accounted for as a separate performance obligation with revenue recognized when the loyalty points are redeemed. Second, the timing of revenue recognition for automotive repair and maintenance services will be accelerated, as we have determined these performance obligations are satisfied over time under the new standard. Lastly, a portion of the transaction price related to sales of finance and insurance contracts will be considered variable consideration and subject to accelerated recognition under the new standard. The new standard requires an entity to estimate variable consideration and apply the constraint in determining the transaction price. We currently expect that all changes to our revenue recognition as a result of adopting the new standard will result in a net, after-tax cumulative effect adjustment to retained earnings in the range of \$7 million to \$10 million .

We do not expect a significant impact in the amount or timing of gain or loss recognition related to our periodic sales of real estate. We are also currently evaluating the changes in controls and processes that are necessary to implement the new standard, but do not expect material changes.

Accounting for Leases

In February 2016, the FASB issued an accounting standard update that amends the accounting guidance on leases. The new standard establishes a right-of-use (ROU) model that requires a lessee to record an ROU asset and a lease liability on the balance sheet for all leases with terms longer than 12 months. Leases will be classified as either finance or operating, with classification affecting the pattern of expense recognition in the income statement. The amendments in this accounting standard update are effective for us on January 1, 2019, with early adoption permitted. We will adopt this accounting standard update effective January 1, 2019. A modified retrospective transition approach is required for leases existing at, or entered into after, the beginning of the earliest comparative period presented in the financial statements, with certain practical expedients available.

We expect that this standard will have a material effect on our financial statements due to the recognition of new ROU assets and lease liabilities on our balance sheet for real estate and equipment operating leases. We expect that our leasing activity may increase between now and the adoption date. We expect to elect all of the standard's available practical expedients on adoption. Consequently, on adoption, we expect to recognize additional operating liabilities ranging from \$300 million to \$400 million , with corresponding ROU assets of the same amount based on the present value of the remaining minimum rental payments under current leasing standards for existing operating leases. We have a significant number of real estate leases, including for land and buildings. The majority of our leases for land are classified as operating leases under current lease accounting guidance. For new leases entered into after adoption, the new lease standard may affect the pattern of expense recognition related to the land component of a new real estate lease, since those land leases may be classified as financing leases under the new standard.

Classification of Certain Cash Receipts and Cash Payments

In August 2016, the FASB issued an accounting standard update that provides classification guidance on eight specific cash flow issues, for which guidance previously did not exist or was unclear. The amendments in this accounting standard update are effective for periods beginning after December 15, 2017. Early adoption is permitted for any entity in any interim or annual period. We will adopt this accounting standard update effective January 1, 2018. The provisions of this accounting standard update will not have a material impact on our consolidated statements of cash flows.

AUTONATION, INC.
NOTES TO UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(Continued)

2. RECEIVABLES, NET

The components of receivables, net of allowance for doubtful accounts, are as follows:

	September 30, 2017	December 31, 2016
Trade receivables	\$ 147.3	\$ 147.6
Manufacturer receivables	222.9	234.9
Other	74.5	48.7
	<u>444.7</u>	<u>431.2</u>
Less: allowances for doubtful accounts	(5.1)	(5.8)
	<u>439.6</u>	<u>425.4</u>
Contracts-in-transit and vehicle receivables	461.4	595.9
Income taxes receivable (see Note 6)	—	11.6
Receivables, net	<u>\$ 901.0</u>	<u>\$ 1,032.9</u>

Trade receivables represent amounts due for parts and services that have been delivered or sold, excluding amounts due from manufacturers, as well as receivables from finance organizations for commissions on the sale of finance and insurance products. Manufacturer receivables represent amounts due from manufacturers for holdbacks, rebates, incentives, floorplan assistance, and warranty claims. Contracts-in-transit and vehicle receivables primarily represent receivables from financial institutions for the portion of the vehicle sales price financed by our customers.

We evaluate our receivables for collectability based on the age of receivables and past collection experience.

3. INVENTORY AND VEHICLE FLOORPLAN PAYABLE

The components of inventory are as follows:

	September 30, 2017	December 31, 2016
New vehicles	\$ 2,651.7	\$ 2,761.5
Used vehicles	555.7	559.1
Parts, accessories, and other	201.2	199.5
Inventory	<u>\$ 3,408.6</u>	<u>\$ 3,520.1</u>

The components of vehicle floorplan payable are as follows:

	September 30, 2017	December 31, 2016
Vehicle floorplan payable - trade	\$ 2,069.3	\$ 2,308.8
Vehicle floorplan payable - non-trade	1,561.2	1,540.4
Vehicle floorplan payable	<u>\$ 3,630.5</u>	<u>\$ 3,849.2</u>

Vehicle floorplan payable-trade reflects amounts borrowed to finance the purchase of specific new vehicle inventories with the corresponding manufacturers' captive finance subsidiaries ("trade lenders"). Vehicle floorplan payable-non-trade represents amounts borrowed to finance the purchase of specific new and, to a lesser extent, used vehicle inventories with non-trade lenders, as well as amounts borrowed under our secured used vehicle floorplan facilities. Changes in vehicle floorplan payable-trade are reported as operating cash flows and changes in vehicle floorplan payable-non-trade are reported as financing cash flows in the accompanying Unaudited Condensed Consolidated Statements of Cash Flows.

Our inventory costs are generally reduced by manufacturer holdbacks, incentives, floorplan assistance, and non-reimbursement-based manufacturer advertising rebates, while the related vehicle floorplan payables are reflective of the gross cost of the vehicle. The vehicle floorplan payables, as shown in the above table, will generally also be higher than the inventory cost due to the timing of the sale of a vehicle and payment of the related liability.

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Vehicle floorplan facilities are due on demand, but in the case of new vehicle inventories, are generally paid within several business days after the related vehicles are sold. Our manufacturer agreements generally allow the manufacturer to draft against new vehicle floorplan facilities so the lender funds the manufacturer directly for the purchase of new vehicle inventory. Vehicle floorplan facilities are primarily collateralized by vehicle inventories and related receivables.

Our new vehicle floorplan facilities utilize LIBOR-based interest rates, which averaged 2.7% for the nine months ended September 30, 2017, and 2.0% for the nine months ended September 30, 2016. At September 30, 2017, the aggregate capacity under our new vehicle floorplan facilities to finance our new vehicle inventory was approximately \$4.7 billion, of which \$3.2 billion had been borrowed.

Our used vehicle floorplan facilities utilize LIBOR-based interest rates, which averaged 2.7% for the nine months ended September 30, 2017, and 2.0% for the nine months ended September 30, 2016. At September 30, 2017, the aggregate capacity under our used vehicle floorplan facilities with various lenders to finance a portion of our used vehicle inventory was \$510.0 million, of which \$394.3 million had been borrowed. The remaining borrowing capacity of \$115.7 million was limited to \$0.5 million based on the eligible used vehicle inventory that could have been pledged as collateral.

4. GOODWILL AND INTANGIBLE ASSETS, NET

Goodwill and intangible assets, net, consist of the following:

	September 30, 2017	December 31, 2016
Goodwill	\$ 1,529.8	\$ 1,511.3
Franchise rights - indefinite-lived	\$ 603.7	\$ 589.4
Other intangibles	20.9	16.3
	624.6	605.7
Less: accumulated amortization	(8.3)	(7.5)
Other intangible assets, net	\$ 616.3	\$ 598.2

See Note 15 of the Notes to Unaudited Condensed Consolidated Financial Statements for information about our annual impairment tests of goodwill and franchise rights.

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5. LONG-TERM DEBT AND COMMERCIAL PAPER

Long-term debt consists of the following:

	September 30, 2017	December 31, 2016
6.75% Senior Notes due 2018	\$ 400.0	\$ 400.0
5.5% Senior Notes due 2020	350.0	350.0
3.35% Senior Notes due 2021	300.0	300.0
4.5% Senior Notes due 2025	450.0	450.0
Revolving credit facility ⁽¹⁾	82.0	—
Mortgage facility ⁽²⁾	145.7	153.2
Capital leases and other debt	143.7	136.2
	<u>1,871.4</u>	<u>1,789.4</u>
Less: unamortized debt discounts and debt issuance costs	(8.8)	(10.8)
Less: current maturities	(566.9)	(167.5)
Long-term debt, net of current maturities	<u>\$ 1,295.7</u>	<u>\$ 1,611.1</u>

⁽¹⁾ In October 2017, we amended our existing unsecured credit agreement and extended the stated termination date to October 19, 2022.

⁽²⁾ The mortgage facility requires monthly principal and interest payments of \$1.6 million based on a fixed amortization schedule with a balloon payment of \$143.9 million due November 2017.

Debt Refinancing Transaction

On October 19, 2017, we amended and restated our existing unsecured credit agreement to, among other things, (1) extend the stated termination date to October 19, 2022, (2) modify the maximum leverage ratio of 3.75x to allow for an increase in the maximum leverage ratio to 4.25x following the closing date of the amended credit agreement, subject to step-downs back to 3.75x over time, and (3) modify the guarantor requirement to allow the release of all of the guarantors under our credit agreement at such time and for so long as such guarantors cease to guarantee other certain material indebtedness.

Senior Unsecured Notes and Credit Agreement

At September 30, 2017, we had outstanding \$400.0 million of 6.75% Senior Notes due 2018. Interest is payable on April 15 and October 15 of each year. These notes will mature on April 15, 2018, and were therefore reclassified to current maturities during the second quarter of 2017.

At September 30, 2017, we had outstanding \$350.0 million of 5.5% Senior Notes due 2020. Interest is payable on February 1 and August 1 of each year. These notes will mature on February 1, 2020.

At September 30, 2017, we had outstanding \$300.0 million of 3.35% Senior Notes due 2021. Interest is payable on January 15 and July 15 of each year. These notes will mature on January 15, 2021.

At September 30, 2017, we had outstanding \$450.0 million of 4.5% Senior Notes due 2025. Interest is payable on April 1 and October 1 of each year. These notes will mature on October 1, 2025.

The interest rate payable on the 2021 Notes and 2025 Notes is subject to adjustment upon the occurrence of certain credit rating events as provided in the indentures for these senior unsecured notes.

Under our credit agreement, we have a \$1.8 billion revolving credit facility that matures on October 19, 2022. The credit agreement also contains an accordion feature that allows us, subject to credit availability and certain other conditions, to increase the amount of the revolving credit facility, together with any added term loans, by up to \$500.0 million in the aggregate. As of September 30, 2017, we had borrowings outstanding of \$82.0 million under our revolving credit facility. We have a \$200.0 million letter of credit sublimit as part of our revolving credit facility. The amount available to be borrowed under the revolving credit facility is reduced on a dollar-for-dollar basis by the cumulative amount of any outstanding letters of

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credit, which was \$49.0 million at September 30, 2017, leaving a borrowing capacity under the revolving credit facility of \$1.7 billion at September 30, 2017. As of September 30, 2017, this borrowing capacity was limited under the applicable maximum consolidated leverage ratio contained in our credit agreement to \$679.0 million.

Our revolving credit facility under the amended credit agreement provides for a commitment fee on undrawn amounts ranging from 0.150% to 0.25% and interest on borrowings at LIBOR or the base rate, in each case plus an applicable margin. The applicable margin ranges from 1.25% to 1.625% for LIBOR borrowings and 0.25% to 0.625% for base rate borrowings. The interest rate charged for our revolving credit facility is affected by our leverage ratio. For instance, an increase in our leverage ratio from greater than or equal to 2.0 x but less than 3.25 x to greater than or equal to 3.25 x would result in a 12.5 basis point increase in the applicable margin.

Our senior unsecured notes and borrowings under our credit agreement are guaranteed by substantially all of our subsidiaries. Within the meaning of Regulation S-X, Rule 3-10, AutoNation, Inc. (the parent company) has no independent assets or operations, the guarantees of its subsidiaries are full and unconditional and joint and several, and any subsidiaries other than the guarantor subsidiaries are minor.

Other Long-Term Debt

At September 30, 2017, we had \$145.7 million outstanding under a mortgage facility with an automotive manufacturer's captive finance subsidiary that matures on November 30, 2017. The mortgage facility utilizes a fixed interest rate of 5.864% and is secured by 10-year mortgages on certain of our store properties. The mortgage facility requires monthly principal and interest payments of \$1.6 million based on a fixed amortization schedule with a balloon payment of \$143.9 million due November 2017. We are subject to make-whole payments if the mortgage facility is prepaid prior to its maturity date.

At September 30, 2017, we had capital lease and other debt obligations of \$143.7 million, which are due at various dates through 2037.

Commercial Paper

We have a commercial paper program pursuant to which we may issue short-term, unsecured commercial paper notes on a private placement basis up to a maximum aggregate amount outstanding at any time of \$1.0 billion. The interest rate for the commercial paper notes varies based on duration and market conditions. The maturities of the commercial paper notes may vary, but may not exceed 397 days from the date of issuance. The commercial paper notes are guaranteed by substantially all of our subsidiaries. Proceeds from the issuance of commercial paper notes are used to repay borrowings under the revolving credit facility, to finance acquisitions and for working capital, capital expenditures, share repurchases, and/or other general corporate purposes. We plan to use the revolving credit facility under our credit agreement as a liquidity backstop for borrowings under the commercial paper program. A downgrade in our credit ratings could negatively impact our ability to issue, or the interest rates for, commercial paper notes.

At September 30, 2017, we had \$995.0 million of commercial paper notes outstanding with a weighted-average annual interest rate of 1.80% and a weighted-average remaining term of 14 days. At December 31, 2016, we had \$942.0 million of commercial paper notes outstanding with a weighted-average annual interest rate of 1.26% and a weighted-average remaining term of 24 days.

6. INCOME TAXES

Income taxes payable included in Other Current Liabilities totaled \$32.8 million at September 30, 2017. Income taxes receivable included in Receivables, net totaled \$11.6 million at December 31, 2016.

We file income tax returns in the U.S. federal jurisdiction and various states. As a matter of course, various taxing authorities, including the IRS, regularly audit us. Currently, no tax years are under examination by the IRS, and tax years from 2009 to 2016 are under examination by certain U.S. state jurisdictions. These audits may result in proposed assessments where the ultimate resolution may result in our owing additional taxes.

It is our policy to account for interest and penalties associated with income tax obligations as a component of Income Tax Provision in the accompanying Unaudited Condensed Consolidated Financial Statements.

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NOTES TO UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
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7. SHAREHOLDERS' EQUITY

A summary of shares repurchased under our stock repurchase program authorized by our Board of Directors follows:

	Three Months Ended		Nine Months Ended	
	September 30,		September 30,	
	2017	2016	2017	2016
Shares repurchased	9.2	1.0	10.1	9.9
Aggregate purchase price	\$ 400.0	\$ 50.0	\$ 434.9	\$ 470.6
Average purchase price per share	\$ 43.28	\$ 48.62	\$ 42.99	\$ 47.48

In August 2017, our Board of Directors authorized the repurchase of an additional \$250 million of shares of our common stock. As of September 30, 2017, \$113.7 million remained available for share repurchases under the program.

A summary of shares of common stock issued in connection with the exercise of stock options follows:

	Three Months Ended		Nine Months Ended	
	September 30,		September 30,	
	2017	2016	2017	2016
Shares issued	0.1	0.1	0.7	0.3
Proceeds from the exercise of stock options	\$ 1.9	\$ 4.6	\$ 24.7	\$ 7.8
Average exercise price per share	\$ 35.27	\$ 35.55	\$ 33.77	\$ 30.93

The following table presents a summary of shares of common stock issued in connection with grants of restricted stock and settlement of restricted stock units ("RSUs"), as well as shares surrendered to AutoNation to satisfy tax withholding obligations in connection with the vesting of restricted stock (in actual number of shares):

	Three Months Ended		Nine Months Ended	
	September 30,		September 30,	
	2017	2016	2017	2016
Shares issued	—	—	20,000	152,683
Shares surrendered to AutoNation to satisfy tax withholding obligations	141	4,788	26,061	37,673

8. STOCK-BASED COMPENSATION

In January 2017, our Board, upon the recommendation of its Compensation Committee, discontinued the AutoNation, Inc. 2008 Employee Equity and Incentive Plan and approved the AutoNation, Inc. 2017 Employee Equity and Incentive Plan (the "2017 Plan"), in each case subject to stockholder approval of the 2017 Plan at our 2017 Annual Meeting of Stockholders (the "2017 Annual Meeting"). The 2017 Plan provides for the grant of time-based and performance-based RSUs and restricted stock, stock options, stock appreciation rights, and other stock-based and cash-based awards to employees. A maximum of 5.5 million shares may be issued under the 2017 Plan.

In January 2017, our Board's Compensation Committee approved the 2017 annual equity awards for eligible employees under the 2017 Plan, which awards were issued on March 1, 2017, subject to stockholder approval of the 2017 Plan. Our stockholders approved the 2017 Plan at the 2017 Annual Meeting held on April 19, 2017, and on that date, the 2017 annual equity awards were considered granted for accounting purposes. The 2017 annual equity awards include time-based and performance-based RSUs. Time-based RSUs vest in equal installments over four years. The performance-based RSUs are subject to a one-year earnings performance measure. Certain performance-based RSUs vest in equal installments over four years, and others cliff vest after three years subject to the achievement of certain additional performance goals measured over a three-year period. The additional performance goals are based on an additional measure of earnings, a measure of return on invested capital, and a measure of our performance relative to certain customer satisfaction indices.

We granted 0.6 million RSUs during the nine months ended September 30, 2017, which were primarily related to the 2017 annual equity awards discussed above. The fair value of each RSU award grant is based on the closing price of our

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common stock on the date of grant. Compensation cost for time-based RSUs is recognized on a straight-line basis over the shorter of the stated vesting period or the period until employees become retirement-eligible, and for performance-based awards, is recognized over the requisite service period based on the current expectation that performance goals will be achieved at the stated target level. The amount of compensation cost recognized on performance-based RSUs depends on the relative satisfaction of the performance condition based on performance to date.

9. EARNINGS PER SHARE

Unvested share-based payment awards that contain non-forfeitable rights to dividends or dividend equivalents (whether paid or unpaid) are participating securities and are to be included in the computation of earnings per share ("EPS") under the two-class method. Our restricted stock awards are considered participating securities because they contain non-forfeitable rights to dividends. As the number of shares granted under such awards that have not yet vested is immaterial, all earnings per share amounts reflect such shares as if they were fully vested shares and the disclosures associated with the two-class method are not presented.

Basic EPS is computed by dividing net income by the weighted average number of common shares outstanding for the period, including outstanding unvested restricted stock awards and vested RSU awards. Diluted EPS is computed by dividing net income by the weighted average number of shares outstanding, noted above, adjusted for the dilutive effect of stock options and unvested RSU awards.

The following table presents the calculation of basic and diluted EPS:

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2017	2016	2017	2016
Net income from continuing operations	\$ 97.6	\$ 107.8	\$ 283.5	\$ 316.1
Loss from discontinued operations, net of income taxes	(0.1)	(0.5)	(0.2)	(0.9)
Net income	<u>\$ 97.5</u>	<u>\$ 107.3</u>	<u>\$ 283.3</u>	<u>\$ 315.2</u>
Weighted average common shares outstanding used in calculating basic EPS	97.3	101.9	99.9	103.8
Effect of dilutive stock options and unvested RSUs	0.4	0.7	0.4	0.7
Weighted average common shares outstanding used in calculating diluted EPS	<u>97.7</u>	<u>102.6</u>	<u>100.3</u>	<u>104.5</u>
Basic EPS amounts ⁽¹⁾:				
Continuing operations	\$ 1.00	\$ 1.06	\$ 2.84	\$ 3.05
Discontinued operations	\$ —	\$ —	\$ —	\$ (0.01)
Net income	<u>\$ 1.00</u>	<u>\$ 1.05</u>	<u>\$ 2.84</u>	<u>\$ 3.04</u>
Diluted EPS amounts ⁽¹⁾:				
Continuing operations	\$ 1.00	\$ 1.05	\$ 2.83	\$ 3.02
Discontinued operations	\$ —	\$ —	\$ —	\$ (0.01)
Net income	<u>\$ 1.00</u>	<u>\$ 1.05</u>	<u>\$ 2.82</u>	<u>\$ 3.02</u>

⁽¹⁾ Earnings per share amounts are calculated discretely and therefore may not add up to the total due to rounding.

A summary of anti-dilutive equity instruments excluded from the computation of diluted earnings per share is as follows:

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2017	2016	2017	2016
Anti-dilutive equity instruments excluded from the computation of diluted earnings per share	3.2	3.0	3.3	2.9

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10. DIVESTITURES

During the third quarter of 2017, we divested one Domestic store and one Import store and recorded a gain of \$9.3 million. During the second quarter of 2017, we divested one Import store and recorded a gain of \$14.8 million. During the first quarter of 2017, we divested one Import store and recorded a gain of \$4.3 million.

During the third quarter of 2016, we divested one Domestic store and one Import store and recorded a net gain of \$11.8 million. During the second quarter of 2016, we divested one Domestic store and six Import stores and recorded a net gain of \$11.5 million. During the first quarter of 2016, we divested two Import stores and recorded a gain of \$6.2 million.

The gains on these divestitures are included in Other Income, Net (within Operating Income) in our Unaudited Condensed Consolidated Statements of Income. The financial condition and results of operations of these businesses were not material to our consolidated financial statements.

11. ACQUISITIONS

During the nine months ended September 30, 2017, we purchased four collision centers located in Texas, Florida, Washington, and California. We also purchased one store located in Florida. Acquisitions are included in the Unaudited Condensed Consolidated Financial Statements from the date of acquisition. The purchase price allocations for these business combinations are preliminary and subject to final adjustment. We purchased 18 stores during the nine months ended September 30, 2016.

The acquisitions that occurred during the nine months ended September 30, 2017 were not material to our financial condition or results of operations. Additionally, on a pro forma basis as if the results of these acquisitions had been included in our consolidated results for the entire nine month periods ended September 30, 2017 and 2016, revenue and net income would not have been materially different from our reported revenue and net income for these periods.

12. COMMITMENTS AND CONTINGENCIES

Legal Proceedings

We are involved, and will continue to be involved, in numerous legal proceedings arising out of the conduct of our business, including litigation with customers, wage and hour and other employment-related lawsuits, and actions brought by governmental authorities. Some of these lawsuits purport or may be determined to be class or collective actions and seek substantial damages or injunctive relief, or both, and some may remain unresolved for several years. We establish accruals for specific legal proceedings when it is considered probable that a loss has been incurred and the amount of the loss can be reasonably estimated. Our accruals for loss contingencies are reviewed quarterly and adjusted as additional information becomes available. We disclose the amount accrued if material or if such disclosure is necessary for our financial statements to not be misleading. If a loss is not both probable and reasonably estimable, or if an exposure to loss exists in excess of the amount accrued, we assess whether there is at least a reasonable possibility that a loss, or additional loss, may have been incurred. If there is a reasonable possibility that a loss, or additional loss, may have been incurred, we disclose the estimate of the possible loss or range of loss if it is material or a statement that such an estimate cannot be made. Our evaluation of whether a loss is reasonably possible or probable is based on our assessment and consultation with legal counsel regarding the ultimate outcome of the matter.

As of September 30, 2017 and 2016, we have accrued for the potential impact of loss contingencies that are probable and reasonably estimable, and there was no indication of a reasonable possibility that a material loss, or additional material loss, may have been incurred. We do not believe that the ultimate resolution of these matters will have a material adverse effect on our results of operations, financial condition, or cash flows. However, the results of these matters cannot be predicted with certainty, and an unfavorable resolution of one or more of these matters could have a material adverse effect on our results of operations, financial condition, or cash flows.

Other Matters

AutoNation, acting through its subsidiaries, is the lessee under many real estate leases that provide for the use by our subsidiaries of their respective store premises. Pursuant to these leases, our subsidiaries generally agree to indemnify the lessor and other related parties from certain liabilities arising as a result of the use of the leased premises, including environmental liabilities, or a breach of the lease by the lessee. Additionally, from time to time, we enter into agreements with third parties in

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connection with the sale of assets or businesses in which we agree to indemnify the purchaser or related parties from certain liabilities or costs arising in connection with the assets or business. Also, in the ordinary course of business in connection with purchases or sales of goods and services, we enter into agreements that may contain indemnification provisions. In the event that an indemnification claim is asserted, our liability would be limited by the terms of the applicable agreement.

From time to time, primarily in connection with dispositions of automotive stores, our subsidiaries assign or sublet to the store purchaser the subsidiaries' interests in any real property leases associated with such stores. In general, our subsidiaries retain responsibility for the performance of certain obligations under such leases to the extent that the assignee or sublessee does not perform, whether such performance is required prior to or following the assignment or subletting of the lease. Additionally, AutoNation and its subsidiaries generally remain subject to the terms of any guarantees made by us and our subsidiaries in connection with such leases. Although we generally have indemnification rights against the assignee or sublessee in the event of non-performance under these leases, as well as certain defenses, we estimate that lessee rental payment obligations during the remaining terms of these leases with expirations ranging from 2017 to 2034 are approximately \$22 million at September 30, 2017. We do not have any material known commitments that we or our subsidiaries will be called on to perform under any such assigned leases or subleases at September 30, 2017. There can be no assurance that any performance by AutoNation or its subsidiaries required under these leases would not have a material adverse effect on our business, financial condition, and cash flows.

At September 30, 2017, surety bonds, letters of credit, and cash deposits totaled \$107.2 million, of which \$49.0 million were letters of credit. In the ordinary course of business, we are required to post performance and surety bonds, letters of credit, and/or cash deposits as financial guarantees of our performance. We do not currently provide cash collateral for outstanding letters of credit.

In the ordinary course of business, we are subject to numerous laws and regulations, including automotive, environmental, health and safety, and other laws and regulations. We do not anticipate that the costs of such compliance will have a material adverse effect on our business, results of operations, cash flows, or financial condition, although such outcome is possible given the nature of our operations and the extensive legal and regulatory framework applicable to our business. We do not have any material known environmental commitments or contingencies.

13. SEGMENT INFORMATION

At September 30, 2017 and 2016, we had three reportable segments: (1) Domestic, (2) Import, and (3) Premium Luxury. Our Domestic segment is comprised of retail automotive franchises that sell new vehicles manufactured by Ford, General Motors, and FCA US. Our Import segment is comprised of retail automotive franchises that sell new vehicles manufactured primarily by Toyota, Honda, and Nissan. Our Premium Luxury segment is comprised of retail automotive franchises that sell new vehicles manufactured primarily by Mercedes-Benz, BMW, Lexus, and Audi. The franchises in each segment also sell used vehicles, parts and automotive repair and maintenance services, and automotive finance and insurance products.

“Corporate and other” is comprised of our other businesses, including collision centers, auction operations, and AutoNation USA stand-alone used vehicle sales and service centers, all of which generate revenues but do not meet the quantitative thresholds for determining reportable segments, as well as unallocated corporate overhead expenses and retrospective commissions for certain finance and insurance transactions that we arrange under agreements with third parties.

The reportable segments identified above are the business activities of the Company for which discrete financial information is available and for which operating results are regularly reviewed by our chief operating decision maker to allocate resources and assess performance. Our chief operating decision maker is our Chief Executive Officer.

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In the following tables of financial data, revenue and segment income of our reportable segments are reconciled to consolidated revenue and consolidated income from continuing operations before income taxes, respectively.

	Three Months Ended		Nine Months Ended	
	September 30,		September 30,	
	2017	2016	2017	2016
Revenue:				
Domestic	\$ 1,912.4	\$ 2,044.9	\$ 5,557.7	\$ 5,888.2
Import	1,789.7	1,779.0	5,123.5	5,202.1
Premium Luxury	1,634.3	1,680.6	4,894.9	4,865.6
Total	5,336.4	5,504.5	15,576.1	15,955.9
Corporate and other	96.0	63.0	275.0	172.6
Total consolidated revenue	\$ 5,432.4	\$ 5,567.5	\$ 15,851.1	\$ 16,128.5

	Three Months Ended		Nine Months Ended	
	September 30,		September 30,	
	2017	2016	2017	2016
Segment income ⁽¹⁾:				
Domestic	\$ 69.0	\$ 83.9	\$ 190.5	\$ 246.9
Import	81.0	79.3	227.9	230.0
Premium Luxury	78.8	80.9	243.3	256.8
Total	228.8	244.1	661.7	733.7
Corporate and other	(42.7)	(43.3)	(118.3)	(137.2)
Other interest expense	(30.0)	(28.9)	(88.0)	(85.9)
Interest income	0.2	0.3	0.8	0.8
Other income, net	1.6	2.6	6.4	3.4
Income from continuing operations before income taxes	\$ 157.9	\$ 174.8	\$ 462.6	\$ 514.8

⁽¹⁾ Segment income represents income for each of our reportable segments and is defined as operating income less floorplan interest expense.

14. BUSINESS AND CREDIT CONCENTRATIONS

We own and operate franchised automotive stores in the United States pursuant to franchise agreements with vehicle manufacturers. We are subject to a concentration of risk in the event of financial distress of or other adverse event related to a major vehicle manufacturer or related lender or supplier. The core brands of vehicles that we sell, representing approximately 93% of the new vehicles sold during the nine months ended September 30, 2017, are manufactured by Toyota (including Lexus), Honda, Ford, General Motors, FCA US, Mercedes-Benz, Nissan, BMW, and Volkswagen (including Audi and Porsche). Our business could be materially adversely impacted by a bankruptcy of or other adverse event related to a major vehicle manufacturer or related lender or supplier.

We had receivables from manufacturers or distributors of \$222.9 million at September 30, 2017, and \$234.9 million at December 31, 2016. Additionally, a large portion of our Contracts-in-Transit included in Receivables, Net, in the accompanying Unaudited Condensed Consolidated Balance Sheets, are due from automotive manufacturers' captive finance subsidiaries, which provide financing directly to our new and used vehicle customers. Concentrations of credit risk with respect to non-manufacturer trade receivables are limited due to the wide variety of customers and markets in which our products are sold as well as their dispersion across many different geographic areas in the United States. Consequently, at September 30, 2017, we do not consider AutoNation to have any significant non-manufacturer concentrations of credit risk.

During the nine months ended September 30, 2017, approximately 62% of our total retail new vehicle unit sales was generated by our stores in Florida, Texas, and California. During the third quarter of 2017, certain stores in our Texas and Florida markets were impacted by Hurricanes Harvey and Irma, respectively. We incurred approximately \$3 million of

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unrecovered hurricane-related losses associated with flooded vehicles and minor property damage sustained at multiple locations.

15. FINANCIAL INSTRUMENTS AND FAIR VALUE MEASUREMENTS

The fair value of a financial instrument represents the amount at which the instrument could be exchanged in a current transaction between willing parties, other than in a forced sale or liquidation. Fair value estimates are made at a specific point in time based on relevant market information about the financial instrument. These estimates are subjective in nature and involve uncertainties and matters of judgment, and therefore cannot be determined with precision.

Accounting standards define fair value as the price that would be received from selling an asset or paid to transfer a liability in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants at the measurement date. Accounting standards establish a fair value hierarchy which requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value and also establishes the following three levels of inputs that may be used to measure fair value:

Level 1	Quoted prices in active markets for identical assets or liabilities
Level 2	Observable inputs other than Level 1 prices such as quoted prices for similar assets or liabilities; quoted market prices in markets that are not active; or model-derived valuations or other inputs that are observable or can be corroborated by observable market data for substantially the full term of the assets or liabilities
Level 3	Unobservable inputs that are supported by little or no market activity and that are significant to the fair value of the assets or liabilities

The following methods and assumptions were used by us in estimating fair value disclosures for financial instruments:

- *Cash and cash equivalents, receivables, other current assets, vehicle floorplan payable, accounts payable, other current liabilities, commercial paper, and variable rate debt* : The amounts reported in the accompanying Unaudited Condensed Consolidated Balance Sheets approximate fair value due to their short-term nature or the existence of variable interest rates that approximate prevailing market rates.
- *Fixed rate long-term debt* : Our fixed rate long-term debt primarily consists of amounts outstanding under our senior unsecured notes and mortgages. We estimate the fair value of our senior unsecured notes using quoted prices for the identical liability (Level 1). We estimate the fair value of our mortgages using a present value technique based on our current market interest rates for similar types of financial instruments (Level 2). A summary of the aggregate carrying values and fair values of our fixed rate long-term debt is as follows:

	September 30, 2017	December 31, 2016
Carrying value	\$ 1,780.6	\$ 1,778.6
Fair value	\$ 1,857.4	\$ 1,862.2

Nonfinancial assets such as goodwill, other intangible assets, and long-lived assets held and used are measured at fair value when there is an indicator of impairment and recorded at fair value only when impairment is recognized or for a business combination. The fair values less costs to sell of long-lived assets held for sale are assessed each reporting period they remain classified as held for sale. Subsequent changes in the held for sale long-lived asset's fair value less cost to sell (increase or decrease) is reported as an adjustment to its carrying amount, except that the adjusted carrying amount cannot exceed the carrying amount of the long-lived asset at the time it was initially classified as held for sale.

Goodwill and Other Intangible Assets

Goodwill for our reporting units is tested for impairment annually as of April 30 or more frequently when events or changes in circumstances indicate that the carrying value of a reporting unit more likely than not exceeds its fair value. We elected to perform a quantitative goodwill impairment test as of April 30, 2017. As discussed in Note 1 above, the FASB issued an accounting standard that requires goodwill impairment to be measured based on the amount by which the carrying amount of a reporting unit exceeds its fair value. The adoption of this standard had no impact to our consolidated financial statements as the fair values of each of our reporting units were substantially in excess of their carrying values as of April 30, 2017.

AUTONATION, INC.
NOTES TO UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(Continued)

The quantitative goodwill impairment test requires a determination of whether the fair value of a reporting unit is less than its carrying value. We estimate the fair value of our reporting units using an “income” valuation approach, which discounts projected free cash flows of the reporting unit at a computed weighted average cost of capital as the discount rate. The income valuation approach requires the use of significant estimates and assumptions, which include revenue growth rates and future operating margins used to calculate projected future cash flows, weighted average costs of capital, and future economic and market conditions. In connection with this process, we also reconcile the estimated aggregate fair values of our reporting units to our market capitalization, including consideration of a control premium that represents the estimated amount an investor would pay for our equity securities to obtain a controlling interest. We believe that this reconciliation process is consistent with a market participant perspective. We base our cash flow forecasts on our knowledge of the automotive industry, our recent performance, our expectations of our future performance, and other assumptions we believe to be reasonable but that are unpredictable and inherently uncertain. Actual future results may differ from those estimates. We also make certain judgments and assumptions in allocating shared assets and liabilities to determine the carrying values for each of our reporting units.

For our April 30, 2016 annual goodwill impairment assessment, we chose to make a qualitative evaluation about the likelihood of goodwill impairment and determined that it was not more likely than not that the fair values of our reporting units were less than their carrying amounts.

Our principal identifiable intangible assets are individual store rights under franchise agreements with vehicle manufacturers, which have indefinite lives and are tested for impairment annually as of April 30 or more frequently when events or changes in circumstances indicate that impairment may have occurred. We elected to perform quantitative franchise rights impairment tests as of April 30, 2017, and no impairment charges resulted from the impairment tests.

The quantitative impairment test for franchise rights requires the comparison of the franchise rights’ estimated fair value to carrying value by store. Fair values of rights under franchise agreements are estimated using Level 3 inputs by discounting expected future cash flows of the store. The forecasted cash flows contain inherent uncertainties, including significant estimates and assumptions related to growth rates, margins, working capital requirements, capital expenditures, and cost of capital, for which we utilize certain market participant-based assumptions, using third-party industry projections, economic projections, and other marketplace data we believe to be reasonable. The development of the assumptions used in our annual impairment tests are coordinated by our financial planning and analysis group, and the assumptions are reviewed by management.

For our April 30, 2016 annual franchise rights impairment assessment, we chose to make a qualitative evaluation about the likelihood of franchise rights impairment to determine whether it was necessary to perform a quantitative test. Based on our qualitative assessment of potential franchise rights impairment, we determined that we should perform a quantitative test for certain franchise rights, and no impairment charges resulted from these quantitative tests.

Long-Lived Assets

The fair value measurement valuation process for our long-lived assets is established by our corporate real estate services group. Fair value measurements, which are based on Level 3 inputs, and changes in fair value measurements are reviewed and assessed each quarter for properties classified as held for sale, or when an indicator of impairment exists for properties classified as held and used, by the corporate real estate services group. Our corporate real estate services group utilizes its knowledge of the automotive industry and historical experience in real estate markets and transactions in establishing the valuation process, which is generally based on a combination of the market and replacement cost approaches.

In a market approach, the corporate real estate services group uses transaction prices for comparable properties that have recently been sold. These transaction prices are adjusted for factors related to a specific property. The corporate real estate services group also evaluates changes in local real estate markets, and/or recent market interest or negotiations related to a specific property. In a replacement cost approach, the cost to replace a specific long-lived asset is considered, which is adjusted for depreciation from physical deterioration, as well as functional and economic obsolescence, if present and measurable.

To validate the fair values determined under the valuation process noted above, our corporate real estate services group also obtains independent third-party appraisals for our properties and/or third-party brokers’ opinions of value, which are generally developed using the same valuation approaches described above, and evaluates any recent negotiations or discussions with third-party real estate brokers related to a specific long-lived asset or market.

AUTONATION, INC.
NOTES TO UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(Continued)

As of September 30, 2017, we had long-lived assets held for sale of \$23.8 million in continuing operations and \$13.8 million in discontinued operations. As of December 31, 2016, we had long-lived assets held for sale of \$41.4 million in continuing operations and \$15.7 million in discontinued operations. Long-lived assets held for sale are included in Other Current Assets in our Unaudited Condensed Consolidated Balance Sheets. The following table presents long-lived assets measured and recorded at fair value on a nonrecurring basis during the nine months ended September 30, 2017 and 2016:

Description	2017		2016	
	Fair Value Measurements Using Significant Unobservable Inputs (Level 3)	Gain/(Loss)	Fair Value Measurements Using Significant Unobservable Inputs (Level 3)	Gain/(Loss)
Long-lived assets held and used	\$ —	\$ (0.2)	\$ 5.9	\$ (1.9)
Long-lived assets held for sale:				
Continuing operations	\$ 2.9	\$ 0.2	\$ 19.4	\$ (12.1)
Discontinued operations	—	—	12.7	(0.7)
Total long-lived assets held for sale	\$ 2.9	\$ 0.2	\$ 32.1	\$ (12.8)

Long-Lived Assets Held and Used in Continuing Operations

The non-cash impairment charges recorded during the nine months ended September 30, 2017 and 2016, are included in Other Income, Net (within Operating Income) in our Unaudited Condensed Consolidated Statements of Income and are reported in the “Corporate and other” category of our segment information.

Long-Lived Assets Held for Sale in Continuing Operations

The net adjustments recorded to long-lived assets held for sale during the nine months ended September 30, 2017, and non-cash impairment charges recorded during the nine months ended September 30, 2016, are included in Other Income, Net (within Operating Income) in our Unaudited Condensed Consolidated Statements of Income and are reported in the “Corporate and other” category of our segment information.

Long-Lived Assets Held for Sale in Discontinued Operations

The non-cash impairment charges recorded during the nine months ended September 30, 2016, are included in Loss from Discontinued Operations in our Unaudited Condensed Consolidated Statements of Income.

16. CASH FLOW INFORMATION

We had non-cash investing and financing activities of \$3.3 million related to capital leases and deferred purchase price commitments associated with our 2017 acquisitions for the nine months ended September 30, 2017. We also had non-cash investing and financing activities related to increases in property acquired under capital leases of \$7.7 million during the nine months ended September 30, 2017. We had non-cash investing and financing activities of \$36.3 million related to increases in property acquired under capital leases during the nine months ended September 30, 2016. In addition, we had accrued purchases of property and equipment of \$22.7 million at September 30, 2017 and \$14.5 million at September 30, 2016.

We made interest payments, net of amounts capitalized and including interest on vehicle inventory financing, of \$148.6 million during the nine months ended September 30, 2017, and \$133.0 million during the nine months ended September 30, 2016. We made income tax payments, net of income tax refunds, of \$126.3 million during the nine months ended September 30, 2017, and \$193.3 million during the nine months ended September 30, 2016.

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The following discussion should be read in conjunction with the Unaudited Condensed Consolidated Financial Statements and notes thereto included under Part I, Item 1 of this Quarterly Report on Form 10-Q. In addition, reference should be made to our audited Consolidated Financial Statements and notes thereto and related "Management's Discussion and Analysis of Financial Condition and Results of Operations" included in our most recent Annual Report on Form 10-K.

Overview

AutoNation, Inc., through its subsidiaries, is the largest automotive retailer in the United States. As of September 30, 2017, we owned and operated 361 new vehicle franchises from 254 stores located in the United States, predominantly in major metropolitan markets in the Sunbelt region. Our stores, which we believe include some of the most recognizable and well known in our key markets, sell 33 different new vehicle brands. The core brands of new vehicles that we sell, representing approximately 93% of the new vehicles that we sold during the nine months ended September 30, 2017, are manufactured by Toyota (including Lexus), Honda, Ford, General Motors, FCA US, Mercedes-Benz, Nissan, BMW, and Volkswagen (including Audi and Porsche). We also own and operate 73 AutoNation branded collision centers.

We offer a diversified range of automotive products and services, including new vehicles, used vehicles, "parts and service," which includes automotive repair and maintenance services as well as wholesale parts and collision businesses, and automotive "finance and insurance" products, which include vehicle service and other protection products, as well as the arranging of financing for vehicle purchases through third-party finance sources. We believe that the significant scale of our operations and the quality of our managerial talent allow us to achieve efficiencies in our key markets by, among other things, leveraging the AutoNation retail brand and advertising, implementing standardized processes, and increasing productivity across all of our stores.

At September 30, 2017, we had three reportable segments: (1) Domestic, (2) Import, and (3) Premium Luxury. Our Domestic segment is comprised of retail automotive franchises that sell new vehicles manufactured by Ford, General Motors, and FCA US. Our Import segment is comprised of retail automotive franchises that sell new vehicles manufactured primarily by Toyota, Honda, and Nissan. Our Premium Luxury segment is comprised of retail automotive franchises that sell new vehicles manufactured primarily by Mercedes-Benz, BMW, Lexus, and Audi. The franchises in each segment also sell used vehicles, parts and automotive repair and maintenance services, and automotive finance and insurance products.

For the nine months ended September 30, 2017, new vehicle sales accounted for approximately 56% of our total revenue and approximately 17% of our total gross profit. Used vehicle sales accounted for approximately 23% of our total revenue and approximately 10% of our total gross profit. Our parts and service and finance and insurance operations, while comprising approximately 21% of our total revenue for the nine months ended September 30, 2017, contributed approximately 73% of our total gross profit for the same period.

Market Conditions

In the third quarter of 2017, despite increases in manufacturer incentives and retail inventory levels, U.S. industry retail new vehicle unit sales were relatively flat as compared to the third quarter of 2016. Market conditions were particularly challenging in Florida, where industry retail new vehicle unit sales decreased 7%, due in part to the impact from Hurricane Irma. Florida currently represents approximately 22% of our total retail vehicle unit sales. Based on industry data, vehicle leasing and manufacturer incentives remain at historically-high levels. To the extent that vehicle manufacturers reduce their support for these programs, U.S. industry and our new vehicle unit retail sales could be adversely impacted. In addition, an increase in off-lease supply of late-model used vehicles could benefit retail used vehicle unit volume but adversely impact retail new vehicle unit volume.

The number of recent-model-year vehicles in operation is growing due to the increases in the annual rate of new vehicle sales in the United States since 2009. The growth in that portion of our service base, together with our customer retention efforts, has benefited the customer-pay service and warranty components of our parts and service business. While the number of older vehicles in operation has declined, we believe that overall our parts and service business will benefit from the mix shift in our service base toward newer vehicles during 2017.

Results of Operations

During the three months ended September 30, 2017, we had net income from continuing operations of \$97.6 million, or \$1.00 per share on a diluted basis, as compared to net income from continuing operations of \$107.8 million, or \$1.05 per share on a diluted basis, during the same period in 2016. During the nine months ended September 30, 2017, we had net income from

continuing operations of \$283.5 million , or \$2.83 per share on a diluted basis, as compared to net income from continuing operations of \$316.1 million , or \$3.02 per share on a diluted basis, during the same period in 2016 .

During the third quarter of 2017, our Texas and Florida markets were impacted by Hurricanes Harvey and Irma, respectively. The hurricanes resulted in temporary store closures, with business disruption lasting up to a week in certain parts of Texas and Florida. The majority of damage from Hurricane Harvey was flood-related, and as a result, our sales in September in certain of our Texas markets were favorably impacted following the storm by customers needing to replace their damaged vehicles. Our unrecovered property losses as a result of Hurricane Harvey were not material. We estimate that the impact of store closures and unrecovered property losses as a result of Hurricane Irma negatively impacted our third quarter of 2017 net income from continuing operations by approximately \$8 million after-tax, or \$0.08 per share.

Our retail new vehicle unit sales decreased 2% in the third quarter of 2017 , as compared to the third quarter of 2016 , largely due to declines in our Florida markets, due in part to the store closures as a result of Hurricane Irma, and competitive market conditions in a plateauing new vehicle sales environment. Our new vehicle unit volume and new vehicle gross profit on a per vehicle retailed (“PVR”) basis were also adversely impacted by certain manufacturers’ disruptive marketing and sales incentive programs, particularly in our Domestic segment. Our used vehicle unit volume benefited from a growing supply of off-lease vehicles and lower used vehicle pricing.

Net income from continuing operations benefited from after-tax gains of \$8.7 million and \$7.3 million related to store/property divestitures during the three months ended September 30, 2017 and 2016 , respectively.

Strategic Initiatives

We continue to implement our comprehensive, customer-focused brand extension strategy, which includes AutoNation branded parts and accessories, the expansion of AutoNation branded collision centers and AutoNation branded automotive auctions, and AutoNation USA stand-alone used vehicle sales and service centers. During the nine months ended September 30, 2017 , we opened two AutoNation branded automotive auctions and two AutoNation USA stores, and we acquired four collision centers. In connection with our brand extension strategy, we also launched our One Price used vehicle centralized pricing and appraisal strategy , with implementation completed in all of our stores as of the end of the first quarter of 2017. We expect that these initiatives will expand and strengthen the AutoNation retail brand, improve the customer experience, provide new growth opportunities, and enable us to expand our footprint in our core and other markets.

In the fourth quarter of 2017, we announced that we have partnered with Waymo, the self-driving technology company of Alphabet Inc., in a multi-year agreement to support Waymo’s autonomous vehicle program. Our franchised stores, AutoNation USA stores, and other AutoNation locations will provide vehicle maintenance and repairs for Waymo’s self-driving hybrid vehicle fleet, beginning with Chrysler Pacificas in the Phoenix area, with the potential to expand to other markets and brands. We do not expect this agreement to have a material effect on our financial results during the early stages of this strategic partnership.

Inventory Management

Our new and used vehicle inventories are stated at the lower of cost or market on our consolidated balance sheets. We monitor our vehicle inventory levels based on current economic conditions and seasonal sales trends.

We have typically not experienced losses on the sale of new vehicle inventory, in part due to incentives provided by manufacturers to promote sales of new vehicles and our inventory management practices. We closely monitor our new vehicle inventory values as compared to market values, and as a result, our new vehicle inventory balance was net of cumulative write-downs of \$0.4 million at September 30, 2017 .

We recondition the majority of used vehicles acquired for retail sale in our parts and service departments and capitalize the related costs to the used vehicle inventory. Typically, used vehicles that are not sold on a retail basis are sold at wholesale auctions. Our used vehicle inventory balance was net of cumulative write-downs of \$3.8 million at September 30, 2017 , and \$5.9 million at December 31, 2016 .

Parts, accessories, and other inventory are carried at the lower of acquisition cost or market. We estimate the amount of potential obsolete inventory based upon past experience, manufacturer return policies, and industry trends. Our parts, accessories, and other inventory balance was net of cumulative write-downs of \$4.8 million at September 30, 2017 , and \$3.9 million at December 31, 2016 .

Critical Accounting Policies and Estimates

We prepare our Unaudited Condensed Consolidated Financial Statements in conformity with accounting principles generally accepted in the United States, which require us to make estimates and assumptions that affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities as of the date of the financial statements, and the reported amounts of revenue and expenses during the reporting period. We evaluate our estimates on an ongoing basis, and we base our estimates on historical experience and various other assumptions we believe to be reasonable. Actual outcomes could differ materially from those estimates in a manner that could have a material effect on our Unaudited Condensed Consolidated Financial Statements. For additional discussion of our critical accounting policies and estimates, please see “Management’s Discussion and Analysis of Financial Condition and Results of Operations” in our most recent Annual Report on Form 10-K.

Goodwill

Goodwill for our reporting units is tested for impairment annually as of April 30 or more frequently when events or changes in circumstances indicate that impairment may have occurred. We elected to perform a quantitative goodwill impairment test as of April 30, 2017, and no impairment charges resulted from the impairment test.

The quantitative goodwill impairment test is dependent on many variables used to determine the fair value of our reporting units. See Note 15 of the Notes to Unaudited Condensed Consolidated Financial Statements for additional information on how the fair values and carrying values of our reporting units are derived for the quantitative impairment test.

As of September 30, 2017, we have \$241.3 million of goodwill related to the Domestic reporting unit, \$546.7 million related to the Import reporting unit, \$712.1 million related to the Premium Luxury reporting unit, and \$29.7 million related to “Corporate and other.” The fair values of each of the reporting units were substantially in excess of their carrying values as of April 30, 2017, the date of our quantitative goodwill impairment test.

Other Intangible Assets

Our principal identifiable intangible assets are individual store rights under franchise agreements with vehicle manufacturers, which have indefinite lives and are tested for impairment annually as of April 30 or more frequently when events or changes in circumstances indicate that impairment may have occurred.

Our franchise rights, which related to 73 stores and totaled \$589.4 million at April 30, 2017, are evaluated for impairment on a franchise-by-franchise basis annually. We elected to perform quantitative franchise rights impairment tests as of April 30, 2017, and no impairment charges resulted from the impairment tests. If, hypothetically, the fair value of each of the franchise rights quantitatively tested had been determined to be 10% lower as of the valuation date, no impairment charges would have resulted. The quantitative franchise rights impairment test is dependent on many variables used to determine the fair value of each store’s franchise rights. See Note 15 of the Notes to Unaudited Condensed Consolidated Financial Statements for a description of the valuation method and related estimates and assumptions used in our quantitative impairment testing. The effect of a hypothetical 10% decrease in fair value estimates is not intended to provide a sensitivity analysis of every potential outcome.

Long-Lived Assets

We estimate the depreciable lives of our property and equipment, including leasehold improvements, and review them for impairment when events or changes in circumstances indicate that their carrying amounts may be impaired. Such events or changes may include a significant decrease in market value, a significant change in the business climate in a particular market, a current expectation that more-likely-than-not a long-lived asset will be sold or otherwise disposed of significantly before the end of its previously estimated useful life, or a current-period operating or cash flow loss combined with historical losses or projected future losses.

When property and equipment is identified as held for sale, we reclassify the held for sale assets to Other Current Assets and cease recording depreciation. We measure each long-lived asset or disposal group at the lower of its carrying amount or fair value less cost to sell and recognize a loss for any initial adjustment of the long-lived asset’s or disposal group’s carrying amount to fair value less cost to sell in the period the “held for sale” criteria are met. We periodically evaluate the carrying value of assets held for sale to determine if, based on market conditions, the values of these assets should be adjusted. As of September 30, 2017, we had long-lived assets held for sale of \$23.8 million in continuing operations and \$13.8 million in discontinued operations.

The fair value measurements for our property and equipment and assets held for sale are based on Level 3 inputs, which considered information from third-party real estate valuation sources, or, in certain cases, pending agreements to sell the related

assets. See Note 15 of the Notes to Unaudited Condensed Consolidated Financial Statements for more information on our fair value measurement valuation process and valuation adjustments and impairment charges that were recorded during the nine months ended September 30, 2017 and 2016 . Although we believe our property and equipment and assets held for sale are appropriately valued, assumptions, estimates, and economic conditions may change and we may be required to record impairment charges to reduce the value of these assets.

Reported Operating Data

Historical operating results include the results of acquired businesses from the date of acquisition.

(\$ in millions, except per vehicle data)	Three Months Ended September 30,				Nine Months Ended September 30,			
	2017	2016	Variance Favorable / (Unfavorable)	% Variance	2017	2016	Variance Favorable / (Unfavorable)	% Variance
Revenue:								
New vehicle	\$ 3,108.4	\$ 3,195.9	\$ (87.5)	(2.7)	\$ 8,835.5	\$ 9,068.0	\$ (232.5)	(2.6)
Retail used vehicle	1,151.5	1,127.9	23.6	2.1	3,438.7	3,370.4	68.3	2.0
Wholesale	76.8	148.9	(72.1)	(48.4)	231.6	407.4	(175.8)	(43.2)
Used vehicle	1,228.3	1,276.8	(48.5)	(3.8)	3,670.3	3,777.8	(107.5)	(2.8)
Finance and insurance, net	241.6	229.6	12.0	5.2	692.0	678.1	13.9	2.0
Total variable operations ⁽¹⁾	4,578.3	4,702.3	(124.0)	(2.6)	13,197.8	13,523.9	(326.1)	(2.4)
Parts and service	841.6	843.8	(2.2)	(0.3)	2,544.2	2,498.9	45.3	1.8
Other	12.5	21.4	(8.9)		109.1	105.7	3.4	
Total revenue	\$ 5,432.4	\$ 5,567.5	\$ (135.1)	(2.4)	\$ 15,851.1	\$ 16,128.5	\$ (277.4)	(1.7)
Gross profit:								
New vehicle	\$ 144.8	\$ 158.2	\$ (13.4)	(8.5)	\$ 427.3	\$ 470.2	\$ (42.9)	(9.1)
Retail used vehicle	83.9	84.7	(0.8)	(0.9)	232.8	265.1	(32.3)	(12.2)
Wholesale	1.8	(7.5)	9.3		4.4	(12.9)	17.3	
Used vehicle	85.7	77.2	8.5	11.0	237.2	252.2	(15.0)	(5.9)
Finance and insurance	241.6	229.6	12.0	5.2	692.0	678.1	13.9	2.0
Total variable operations ⁽¹⁾	472.1	465.0	7.1	1.5	1,356.5	1,400.5	(44.0)	(3.1)
Parts and service	367.4	363.8	3.6	1.0	1,116.0	1,080.1	35.9	3.3
Other	6.4	7.6	(1.2)		19.3	23.5	(4.2)	
Total gross profit	845.9	836.4	9.5	1.1	2,491.8	2,504.1	(12.3)	(0.5)
Selling, general, and administrative expenses	607.5	591.3	(16.2)	(2.7)	1,814.1	1,765.2	(48.9)	(2.8)
Depreciation and amortization	41.4	36.3	(5.1)		118.0	107.0	(11.0)	
Other income, net	(14.2)	(10.2)	4.0		(54.4)	(21.0)	33.4	
Operating income	211.2	219.0	(7.8)	(3.6)	614.1	652.9	(38.8)	(5.9)
Non-operating income (expense) items:								
Floorplan interest expense	(25.1)	(18.2)	(6.9)		(70.7)	(56.4)	(14.3)	
Other interest expense	(30.0)	(28.9)	(1.1)		(88.0)	(85.9)	(2.1)	
Interest income	0.2	0.3	(0.1)		0.8	0.8	—	
Other income, net	1.6	2.6	(1.0)		6.4	3.4	3.0	
Income from continuing operations before income taxes	\$ 157.9	\$ 174.8	\$ (16.9)	(9.7)	\$ 462.6	\$ 514.8	\$ (52.2)	(10.1)
Retail vehicle unit sales:								
New vehicle	86,192	88,322	(2,130)	(2.4)	241,882	253,000	(11,118)	(4.4)
Used vehicle	59,330	55,760	3,570	6.4	178,204	170,500	7,704	4.5
	145,522	144,082	1,440	1.0	420,086	423,500	(3,414)	(0.8)
Revenue per vehicle retailed:								
New vehicle	\$ 36,064	\$ 36,185	\$ (121)	(0.3)	\$ 36,528	\$ 35,842	\$ 686	1.9
Used vehicle	\$ 19,408	\$ 20,228	\$ (820)	(4.1)	\$ 19,296	\$ 19,768	\$ (472)	(2.4)
Gross profit per vehicle retailed:								
New vehicle	\$ 1,680	\$ 1,791	\$ (111)	(6.2)	\$ 1,767	\$ 1,858	\$ (91)	(4.9)
Used vehicle	\$ 1,414	\$ 1,519	\$ (105)	(6.9)	\$ 1,306	\$ 1,555	\$ (249)	(16.0)
Finance and insurance	\$ 1,660	\$ 1,594	\$ 66	4.1	\$ 1,647	\$ 1,601	\$ 46	2.9
Total variable operations ⁽²⁾	\$ 3,232	\$ 3,279	\$ (47)	(1.4)	\$ 3,219	\$ 3,337	\$ (118)	(3.5)

⁽¹⁾ Total variable operations includes new vehicle, used vehicle (retail and wholesale), and finance and insurance results.

⁽²⁾ Total variable operations gross profit per vehicle retailed is calculated by dividing the sum of new vehicle, retail used vehicle, and finance and insurance gross profit by total retail vehicle unit sales.

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2017 (%)	2016 (%)	2017 (%)	2016 (%)
Revenue mix percentages:				
New vehicle	57.2	57.4	55.7	56.2
Used vehicle	22.6	22.9	23.2	23.4
Parts and service	15.5	15.2	16.1	15.5
Finance and insurance, net	4.4	4.1	4.4	4.2
Other	0.3	0.4	0.6	0.7
Total	100.0	100.0	100.0	100.0
Gross profit mix percentages:				
New vehicle	17.1	18.9	17.1	18.8
Used vehicle	10.1	9.2	9.5	10.1
Parts and service	43.4	43.5	44.8	43.1
Finance and insurance	28.6	27.5	27.8	27.1
Other	0.8	0.9	0.8	0.9
Total	100.0	100.0	100.0	100.0
Operating items as a percentage of revenue:				
Gross profit:				
New vehicle	4.7	5.0	4.8	5.2
Used vehicle - retail	7.3	7.5	6.8	7.9
Parts and service	43.7	43.1	43.9	43.2
Total	15.6	15.0	15.7	15.5
Selling, general, and administrative expenses	11.2	10.6	11.4	10.9
Operating income	3.9	3.9	3.9	4.0
Operating items as a percentage of total gross profit:				
Selling, general, and administrative expenses	71.8	70.7	72.8	70.5
Operating income	25.0	26.2	24.6	26.1

	September 30,	
	2017	2016
Inventory days supply:		
New vehicle (industry standard of selling days)	59 days	62 days
Used vehicle (trailing calendar month days)	38 days	44 days

Same Store Operating Data

We have presented below our operating results on a same store basis, which reflect the results of our stores for the identical months in each period presented in the comparison, commencing with the first full month in which the store was owned by us. Therefore, the amounts presented in the 2016 columns may differ from the same store amounts presented for 2016 in the prior year.

(\$ in millions, except per vehicle data)	Three Months Ended September 30,				Nine Months Ended September 30,			
	2017	2016	Variance Favorable / (Unfavorable)	% Variance	2017	2016	Variance Favorable / (Unfavorable)	% Variance
Revenue:								
New vehicle	\$ 3,061.2	\$ 3,135.1	\$ (73.9)	(2.4)	\$ 8,594.4	\$ 8,829.4	\$ (235.0)	(2.7)
Retail used vehicle	1,124.9	1,106.1	18.8	1.7	3,340.2	3,272.1	68.1	2.1
Wholesale	73.3	145.8	(72.5)	(49.7)	221.8	395.0	(173.2)	(43.8)
Used vehicle	1,198.2	1,251.9	(53.7)	(4.3)	3,562.0	3,667.1	(105.1)	(2.9)
Finance and insurance, net	238.8	226.3	12.5	5.5	679.3	662.6	16.7	2.5
Total variable operations ⁽¹⁾	4,498.2	4,613.3	(115.1)	(2.5)	12,835.7	13,159.1	(323.4)	(2.5)
Parts and service	828.6	827.8	0.8	0.1	2,480.4	2,428.3	52.1	2.1
Other	12.6	21.5	(8.9)		108.9	105.5	3.4	
Total revenue	\$ 5,339.4	\$ 5,462.6	\$ (123.2)	(2.3)	\$ 15,425.0	\$ 15,692.9	\$ (267.9)	(1.7)
Gross profit:								
New vehicle	\$ 142.2	\$ 155.9	\$ (13.7)	(8.8)	\$ 414.3	\$ 462.5	\$ (48.2)	(10.4)
Retail used vehicle	83.3	83.0	0.3	0.4	228.5	257.8	(29.3)	(11.4)
Wholesale	(0.6)	(7.1)	6.5		—	(11.8)	11.8	
Used vehicle	82.7	75.9	6.8	9.0	228.5	246.0	(17.5)	(7.1)
Finance and insurance	238.8	226.3	12.5	5.5	679.3	662.6	16.7	2.5
Total variable operations ⁽¹⁾	463.7	458.1	5.6	1.2	1,322.1	1,371.1	(49.0)	(3.6)
Parts and service	361.7	356.5	5.2	1.5	1,088.5	1,048.7	39.8	3.8
Other	6.4	7.6	(1.2)		19.0	23.2	(4.2)	
Total gross profit	\$ 831.8	\$ 822.2	\$ 9.6	1.2	\$ 2,429.6	\$ 2,443.0	\$ (13.4)	(0.5)
Retail vehicle unit sales:								
New vehicle	85,186	86,389	(1,203)	(1.4)	236,374	245,114	(8,740)	(3.6)
Used vehicle	57,984	54,394	3,590	6.6	173,128	164,180	8,948	5.5
	143,170	140,783	2,387	1.7	409,502	409,294	208	0.1
Revenue per vehicle retailed:								
New vehicle	\$ 35,935	\$ 36,290	\$ (355)	(1.0)	\$ 36,359	\$ 36,022	\$ 337	0.9
Used vehicle	\$ 19,400	\$ 20,335	\$ (935)	(4.6)	\$ 19,293	\$ 19,930	\$ (637)	(3.2)
Gross profit per vehicle retailed:								
New vehicle	\$ 1,669	\$ 1,805	\$ (136)	(7.5)	\$ 1,753	\$ 1,887	\$ (134)	(7.1)
Used vehicle	\$ 1,437	\$ 1,526	\$ (89)	(5.8)	\$ 1,320	\$ 1,570	\$ (250)	(15.9)
Finance and insurance	\$ 1,668	\$ 1,607	\$ 61	3.8	\$ 1,659	\$ 1,619	\$ 40	2.5
Total variable operations ⁽²⁾	\$ 3,243	\$ 3,304	\$ (61)	(1.8)	\$ 3,229	\$ 3,379	\$ (150)	(4.4)

⁽¹⁾ Total variable operations includes new vehicle, used vehicle (retail and wholesale), and finance and insurance results.

⁽²⁾ Total variable operations gross profit per vehicle retailed is calculated by dividing the sum of new vehicle, retail used vehicle, and finance and insurance gross profit by total retail vehicle unit sales.

	Three Months Ended		Nine Months Ended	
	September 30,		September 30,	
	2017 (%)	2016 (%)	2017 (%)	2016 (%)
Revenue mix percentages:				
New vehicle	57.3	57.4	55.7	56.3
Used vehicle	22.4	22.9	23.1	23.4
Parts and service	15.5	15.2	16.1	15.5
Finance and insurance, net	4.5	4.1	4.4	4.2
Other	0.3	0.4	0.7	0.6
Total	100.0	100.0	100.0	100.0
Gross profit mix percentages:				
New vehicle	17.1	19.0	17.1	18.9
Used vehicle	9.9	9.2	9.4	10.1
Parts and service	43.5	43.4	44.8	42.9
Finance and insurance	28.7	27.5	28.0	27.1
Other	0.8	0.9	0.7	1.0
Total	100.0	100.0	100.0	100.0
Operating items as a percentage of revenue:				
Gross profit:				
New vehicle	4.6	5.0	4.8	5.2
Used vehicle - retail	7.4	7.5	6.8	7.9
Parts and service	43.7	43.1	43.9	43.2
Total	15.6	15.1	15.8	15.6

New Vehicle

(\$ in millions, except per vehicle data)	Three Months Ended September 30,				Nine Months Ended September 30,			
	2017	2016	Variance Favorable / (Unfavorable)	% Variance	2017	2016	Variance Favorable / (Unfavorable)	% Variance
Reported:								
Revenue	\$ 3,108.4	\$ 3,195.9	\$ (87.5)	(2.7)	\$ 8,835.5	\$ 9,068.0	\$ (232.5)	(2.6)
Gross profit	\$ 144.8	\$ 158.2	\$ (13.4)	(8.5)	\$ 427.3	\$ 470.2	\$ (42.9)	(9.1)
Retail vehicle unit sales	86,192	88,322	(2,130)	(2.4)	241,882	253,000	(11,118)	(4.4)
Revenue per vehicle retailed	\$ 36,064	\$ 36,185	\$ (121)	(0.3)	\$ 36,528	\$ 35,842	\$ 686	1.9
Gross profit per vehicle retailed	\$ 1,680	\$ 1,791	\$ (111)	(6.2)	\$ 1,767	\$ 1,858	\$ (91)	(4.9)
Gross profit as a percentage of revenue	4.7%	5.0%			4.8%	5.2%		
Inventory days supply (industry standard of selling days)	59 days	62 days						

	Three Months Ended September 30,				Nine Months Ended September 30,			
	2017	2016	Variance Favorable / (Unfavorable)	% Variance	2017	2016	Variance Favorable / (Unfavorable)	% Variance
Same Store:								
Revenue	\$ 3,061.2	\$ 3,135.1	\$ (73.9)	(2.4)	\$ 8,594.4	\$ 8,829.4	\$ (235.0)	(2.7)
Gross profit	\$ 142.2	\$ 155.9	\$ (13.7)	(8.8)	\$ 414.3	\$ 462.5	\$ (48.2)	(10.4)
Retail vehicle unit sales	85,186	86,389	(1,203)	(1.4)	236,374	245,114	(8,740)	(3.6)
Revenue per vehicle retailed	\$ 35,935	\$ 36,290	\$ (355)	(1.0)	\$ 36,359	\$ 36,022	\$ 337	0.9
Gross profit per vehicle retailed	\$ 1,669	\$ 1,805	\$ (136)	(7.5)	\$ 1,753	\$ 1,887	\$ (134)	(7.1)
Gross profit as a percentage of revenue	4.6%	5.0%			4.8%	5.2%		

The following discussion of new vehicles is on a same store basis. The difference between reported amounts and same store amounts in the above tables of \$47.2 million and \$60.8 million in new vehicle revenue and \$2.6 million and \$2.3 million in new vehicle gross profit for the three months ended September 30, 2017 and 2016, respectively, and \$241.1 million and \$238.6 million in new vehicle revenue and \$13.0 million and \$7.7 million in new vehicle gross profit for the nine months ended September 30, 2017 and 2016, respectively, is related to acquisition and divestiture activity.

Third Quarter 2017 compared to Third Quarter 2016

Same store new vehicle revenue decreased during the three months ended September 30, 2017, as compared to the same period in 2016, as a result of a decrease in same store unit volume and a decrease in revenue PVR. The decrease in same store unit volume was primarily due to declines in our Florida markets, due in part to temporary store closures as a result of Hurricane Irma, and overall competitive market conditions in a plateauing new vehicle sales environment, as well as certain manufacturers' disruptive marketing and sales incentive programs.

Same store revenue PVR during the three months ended September 30, 2017, decreased due to a shift in mix toward Import vehicles, which have relatively lower average selling prices. This decrease was partially offset by increases in the average selling prices for Domestic and Import vehicles, due in part to sustained low average fuel prices, which caused a shift in mix toward trucks and sport utility vehicles that have relatively higher average selling prices.

Same store gross profit PVR decreased during the three months ended September 30, 2017, primarily due to a decrease in gross profit PVR for Domestic vehicles resulting from a competitive sales environment, elevated inventory levels, and certain manufacturers' disruptive manufacturer marketing and sales incentive programs.

First Nine Months 2017 compared to First Nine Months 2016

Same store new vehicle revenue decreased during the nine months ended September 30, 2017, as compared to the same period in 2016, as a result of a decrease in same store unit volume, partially offset by an increase in revenue PVR. The decrease in same store unit volume was primarily due to declines in our Florida and Texas markets and overall competitive market conditions in a plateauing new vehicle sales environment, as well as certain manufacturers' disruptive marketing and sales incentive programs.

Same store revenue PVR during the nine months ended September 30, 2017, benefited from increases in the average selling prices for vehicles in all three segments. These increases were due in part to sustained low average fuel prices, which caused a shift in mix toward trucks and sport utility vehicles, which have relatively higher average selling prices. These increases were partially offset by a shift in mix toward Import vehicles, which have relatively lower average selling prices.

Same store gross profit PVR decreased during the nine months ended September 30, 2017, primarily due to a decrease in gross profit PVR for Domestic vehicles resulting from a competitive sales environment, elevated inventory levels, and certain manufacturers' disruptive manufacturer marketing and sales incentive programs. Same store gross profit PVR was also adversely impacted by the shift in mix toward Import vehicles, which have a relatively lower gross profit PVR.

Net New Vehicle Inventory Carrying Benefit

The following table details net new vehicle inventory carrying benefit, consisting of new vehicle floorplan interest expense, net of floorplan assistance earned (amounts received from manufacturers specifically to support store financing of new vehicle inventory), as reported. Floorplan assistance is accounted for as a component of new vehicle gross profit in accordance with generally accepted accounting principles.

(In millions)	Three Months Ended September 30,			Nine Months Ended September 30,		
	2017	2016	Variance	2017	2016	Variance
Floorplan assistance	\$ 31.1	\$ 31.8	\$ (0.7)	\$ 88.7	\$ 92.4	\$ (3.7)
New vehicle floorplan interest expense	(23.4)	(16.9)	(6.5)	(66.2)	(52.9)	(13.3)
Net new vehicle inventory carrying benefit	\$ 7.7	\$ 14.9	\$ (7.2)	\$ 22.5	\$ 39.5	\$ (17.0)

Third Quarter 2017 compared to Third Quarter 2016

The net new vehicle inventory carrying benefit decreased during the three months ended September 30, 2017, as compared to the same period in 2016, primarily due to an increase in floorplan interest expense and a decrease in floorplan assistance. Floorplan interest expense increased primarily due to higher average interest rates. Floorplan assistance decreased primarily due to a decrease in unit volume.

First Nine Months 2017 compared to First Nine Months 2016

The net new vehicle inventory carrying benefit decreased during the nine months ended September 30, 2017, as compared to the same period in 2016, primarily due to an increase in floorplan interest expense and a decrease in floorplan assistance. Floorplan interest expense increased due to higher average interest rates, partially offset by lower average vehicle floorplan payable balances during the year. Floorplan assistance decreased primarily due to a decrease in unit volume.

Used Vehicle

(\$ in millions, except per vehicle data)	Three Months Ended September 30,				Nine Months Ended September 30,			
	2017	2016	Variance Favorable / (Unfavorable)	% Variance	2017	2016	Variance Favorable / (Unfavorable)	% Variance
Reported:								
Retail revenue	\$ 1,151.5	\$ 1,127.9	\$ 23.6	2.1	\$ 3,438.7	\$ 3,370.4	\$ 68.3	2.0
Wholesale revenue	76.8	148.9	(72.1)	(48.4)	231.6	407.4	(175.8)	(43.2)
Total revenue	\$ 1,228.3	\$ 1,276.8	\$ (48.5)	(3.8)	\$ 3,670.3	\$ 3,777.8	\$ (107.5)	(2.8)
Retail gross profit	\$ 83.9	\$ 84.7	\$ (0.8)	(0.9)	\$ 232.8	\$ 265.1	\$ (32.3)	(12.2)
Wholesale gross profit (loss)	1.8	(7.5)	9.3		4.4	(12.9)	17.3	
Total gross profit	\$ 85.7	\$ 77.2	\$ 8.5	11.0	\$ 237.2	\$ 252.2	\$ (15.0)	(5.9)
Retail vehicle unit sales	59,330	55,760	3,570	6.4	178,204	170,500	7,704	4.5
Revenue per vehicle retailed	\$ 19,408	\$ 20,228	\$ (820)	(4.1)	\$ 19,296	\$ 19,768	\$ (472)	(2.4)
Gross profit per vehicle retailed	\$ 1,414	\$ 1,519	\$ (105)	(6.9)	\$ 1,306	\$ 1,555	\$ (249)	(16.0)
Gross profit as a percentage of revenue	7.3%	7.5%			6.8%	7.9%		
Inventory days supply (trailing calendar month days)	38 days	44 days						
Same Store:								
	Three Months Ended September 30,				Nine Months Ended September 30,			
	2017	2016	Variance Favorable / (Unfavorable)	% Variance	2017	2016	Variance Favorable / (Unfavorable)	% Variance
Retail revenue	\$ 1,124.9	\$ 1,106.1	\$ 18.8	1.7	\$ 3,340.2	\$ 3,272.1	\$ 68.1	2.1
Wholesale revenue	73.3	145.8	(72.5)	(49.7)	221.8	395.0	(173.2)	(43.8)
Total revenue	\$ 1,198.2	\$ 1,251.9	\$ (53.7)	(4.3)	\$ 3,562.0	\$ 3,667.1	\$ (105.1)	(2.9)
Retail gross profit	\$ 83.3	\$ 83.0	\$ 0.3	0.4	\$ 228.5	\$ 257.8	\$ (29.3)	(11.4)
Wholesale gross profit (loss)	(0.6)	(7.1)	6.5		—	(11.8)	11.8	
Total gross profit	\$ 82.7	\$ 75.9	\$ 6.8	9.0	\$ 228.5	\$ 246.0	\$ (17.5)	(7.1)
Retail vehicle unit sales	57,984	54,394	3,590	6.6	173,128	164,180	8,948	5.5
Revenue per vehicle retailed	\$ 19,400	\$ 20,335	\$ (935)	(4.6)	\$ 19,293	\$ 19,930	\$ (637)	(3.2)
Gross profit per vehicle retailed	\$ 1,437	\$ 1,526	\$ (89)	(5.8)	\$ 1,320	\$ 1,570	\$ (250)	(15.9)
Gross profit as a percentage of revenue	7.4%	7.5%			6.8%	7.9%		

The following discussion of used vehicles is on a same store basis. The difference between reported amounts and same store amounts in the above tables of \$26.6 million and \$21.8 million in retail used vehicle revenue and \$0.6 million and \$1.7 million in retail used vehicle gross profit for the three months ended September 30, 2017 and 2016, respectively, and \$98.5 million and \$98.3 million in retail used vehicle revenue and \$4.3 million and \$7.3 million in retail used vehicle gross profit for the nine months ended September 30, 2017 and 2016, respectively, is related to acquisition and divestiture activity.

Third Quarter 2017 compared to Third Quarter 2016

Same store retail used vehicle revenue increased during the three months ended September 30, 2017, as compared to the same period in 2016, as a result of an increase in same store retail unit volume, partially offset by a decrease in revenue PVR. Unit volume increased due to the growing supply of off-lease vehicles and lower used vehicle pricing. Additionally, prior year retail used vehicle unit volume was adversely impacted by manufacturer safety recalls, which benefited prior year wholesale unit volume. The increases in retail unit volume were partially offset by declines in our Florida markets, due in part to temporary store closures as a result of Hurricane Irma.

Same store revenue PVR was adversely impacted by a decrease in the average selling price for used vehicles in all three segments, primarily due to an increase in supply in the industry, which has driven down the wholesale values of used vehicles. Same store revenue PVR was also adversely impacted by a shift in mix away from certified pre-owned vehicles, which have relatively higher average selling prices.

Same store gross profit increased during the three months ended September 30, 2017, as compared to the same period in 2016, primarily due to a decrease in wholesale losses as a result of a decrease in wholesale unit volume. Manufacturer safety recalls benefited wholesale unit volume and adversely impacted retail used vehicle unit volume in the prior year. The increase

in gross profit was partially offset by decreases in gross profit PVRs for used vehicles in all three segments, particularly in our Domestic segment.

First Nine Months 2017 compared to First Nine Months 2016

Same store retail used vehicle revenue increased during the nine months ended September 30, 2017, as compared to the same period in 2016, as a result of an increase in same store unit volume, partially offset by a decrease in revenue PVR. Unit volume increased due to the growing supply of off-lease vehicles and lower used vehicle pricing. Additionally, prior year retail used vehicle unit volume was adversely impacted by manufacturer safety recalls, which benefited prior year wholesale unit volume. The increase in unit volume was partially offset by declines in our Florida markets, due in part to temporary store closures as a result of Hurricane Irma.

Same store revenue PVR was adversely impacted by a decrease in the average selling price of used vehicles for all three segments, primarily due to an increase in supply in the industry, which has driven down the wholesale values of used vehicles. Same store revenue PVR was also adversely impacted by a shift in mix away from certified pre-owned vehicles, which have relatively higher average selling prices.

Same store gross profit decreased during the nine months ended September 30, 2017, as compared to the same period in 2016, due to decreases in the gross profit PVR of used vehicles for all three segments, particularly in our Domestic segment. In addition, gross profit PVR decreased due to implementation challenges we experienced in the first half of the year with One Price, our centralized pricing and appraisal strategy. Decreases in gross profit were partially offset by a decrease in wholesale losses due to a decrease in wholesale unit volume. Manufacturer safety recalls benefited wholesale unit volume and adversely impacted retail used vehicle unit volume in the prior year.

See “Strategic Initiatives” above for a discussion of our brand extension strategy, which includes the launch of AutoNation USA stand-alone used vehicle sales and service centers and our One Price used vehicle centralized pricing and appraisal strategy.

Parts and Service

(\$ in millions)	Three Months Ended September 30,				Nine Months Ended September 30,			
	2017	2016	Variance Favorable / (Unfavorable)	% Variance	2017	2016	Variance Favorable / (Unfavorable)	% Variance
Reported:								
Revenue	\$ 841.6	\$ 843.8	\$ (2.2)	(0.3)	\$ 2,544.2	\$ 2,498.9	\$ 45.3	1.8
Gross Profit	\$ 367.4	\$ 363.8	\$ 3.6	1.0	\$ 1,116.0	\$ 1,080.1	\$ 35.9	3.3
Gross profit as a percentage of revenue	43.7%	43.1%			43.9%	43.2%		
Same Store:								
Revenue	\$ 828.6	\$ 827.8	\$ 0.8	0.1	\$ 2,480.4	\$ 2,428.3	\$ 52.1	2.1
Gross Profit	\$ 361.7	\$ 356.5	\$ 5.2	1.5	\$ 1,088.5	\$ 1,048.7	\$ 39.8	3.8
Gross profit as a percentage of revenue	43.7%	43.1%			43.9%	43.2%		

Parts and service revenue is primarily derived from vehicle repairs paid directly by customers or via reimbursement from manufacturers and others under warranty programs, as well as from wholesale parts sales and collision businesses.

The following discussion of parts and service is on a same store basis. The difference between reported amounts and same store amounts in the above tables of \$13.0 million and \$16.0 million in parts and service revenue and \$5.7 million and \$7.3 million in parts and service gross profit for the three months ended September 30, 2017 and 2016, respectively, and \$63.8 million and \$70.6 million in parts and service revenue and \$27.5 million and \$31.4 million in parts and service gross profit for the nine months ended September 30, 2017 and 2016, respectively, is related to acquisition and divestiture activity.

Third Quarter 2017 compared to Third Quarter 2016

During the three months ended September 30, 2017, same store parts and service gross profit increased as compared to the same period in 2016, primarily due to an increase in gross profit associated with customer-pay service of \$6.9 million, partially offset by a decrease in gross profit associated with wholesale and retail counter parts sales of \$1.5 million.

Customer-pay service gross profit benefited from improved margin performance primarily from price increases, AutoNation's parts initiatives, and a mix shift toward higher margin service work. Parts and service gross profit, including gross profit associated with wholesale and retail counter parts sales, was adversely impacted by the temporary store closures in Texas and Florida resulting from Hurricanes Harvey and Irma.

First Nine Months 2017 compared to First Nine Months 2016

During the nine months ended September 30, 2017, same store parts and service gross profit increased as compared to the same period in 2016, primarily due to increases in gross profit associated with warranty of \$19.1 million and customer-pay service of \$18.8 million.

Warranty gross profit benefited from improved margin performance largely due to an increase in higher value recall work and more favorable negotiated labor rates with certain manufacturers. Customer-pay service gross profit benefited from improved margin performance primarily from price increases, AutoNation's parts initiatives, and a mix shift toward higher margin service work.

See "Strategic Initiatives" above for a discussion of our brand extension strategy, which includes the launch of AutoNation USA stand-alone used vehicles sales and service centers, the launch of AutoNation branded parts and accessories, and the expansion of AutoNation branded collision centers.

Finance and Insurance

(\$ in millions, except per vehicle data)	Three Months Ended September 30,				Nine Months Ended September 30,			
	2017	2016	Variance Favorable / (Unfavorable)	% Variance	2017	2016	Variance Favorable / (Unfavorable)	% Variance
Reported:								
Revenue and gross profit	\$ 241.6	\$ 229.6	\$ 12.0	5.2	\$ 692.0	\$ 678.1	\$ 13.9	2.0
Gross profit per vehicle retailed	\$ 1,660	\$ 1,594	\$ 66	4.1	\$ 1,647	\$ 1,601	\$ 46	2.9
Same Store:								
Revenue and gross profit	\$ 238.8	\$ 226.3	\$ 12.5	5.5	\$ 679.3	\$ 662.6	\$ 16.7	2.5
Gross profit per vehicle retailed	\$ 1,668	\$ 1,607	\$ 61	3.8	\$ 1,659	\$ 1,619	\$ 40	2.5

Revenue on finance and insurance products represents commissions earned by us for the placement of: (i) loans and leases with financial institutions in connection with customer vehicle purchases, (ii) vehicle service contracts with third-party providers, and (iii) other vehicle protection products with third-party providers. We primarily sell these products on a straight commission basis; however, in certain cases, we also participate in the future underwriting profit on certain extended service contracts pursuant to retrospective commission arrangements with the issuers of those contracts, which is recognized as earned.

The following discussion of finance and insurance is on a same store basis. The difference between reported amounts and same store amounts in finance and insurance revenue and gross profit in the above tables of \$2.8 million and \$3.3 million for the three months ended September 30, 2017 and 2016, respectively, and \$12.7 million and \$15.5 million for the nine months ended September 30, 2017 and 2016, respectively, is related to acquisition and divestiture activity.

Third Quarter 2017 compared to Third Quarter 2016

Same store finance and insurance revenue and gross profit increased during the three months ended September 30, 2017, as compared to the same period in 2016, due to an increase in finance and insurance gross profit PVR and an increase in used vehicle unit volume. The increase in gross profit PVR was primarily due to an increase in profit on vehicle service contracts, as well as an increase in retrospective commissions resulting from the sale in our Domestic and Import stores of the AutoNation Vehicle Protection Plan.

First Nine Months 2017 compared to First Nine Months 2016

Same store finance and insurance revenue and gross profit increased during the nine months ended September 30, 2017, as compared to the same period in 2016, due to an increase in finance and insurance gross profit PVR and an increase in used vehicle unit volume. The increase in gross profit PVR was primarily due to an increase in profit on vehicle service contracts, an increase in retrospective commissions resulting from the sale in our Domestic and Import stores of the AutoNation Vehicle Protection Plan, as well as improved chargeback experience. These increases were partially offset by a decrease in gross profit as a result of fewer customers financing vehicles through the dealerships and a decrease in gross profit per transaction associated with arranging customer financing.

Segment Results

In the following table, revenue and segment income of our reportable segments are reconciled to consolidated revenue and consolidated operating income, respectively. The following discussions of segment results are on a reported basis.

(\$ in millions)	Three Months Ended September 30,				Nine Months Ended September 30,			
	2017	2016	Variance Favorable / (Unfavorable)	% Variance	2017	2016	Variance Favorable / (Unfavorable)	% Variance
Revenue:								
Domestic	\$ 1,912.4	\$ 2,044.9	\$ (132.5)	(6.5)	\$ 5,557.7	\$ 5,888.2	\$ (330.5)	(5.6)
Import	1,789.7	1,779.0	10.7	0.6	5,123.5	5,202.1	(78.6)	(1.5)
Premium Luxury	1,634.3	1,680.6	(46.3)	(2.8)	4,894.9	4,865.6	29.3	0.6
Total	5,336.4	5,504.5	(168.1)	(3.1)	15,576.1	15,955.9	(379.8)	(2.4)
Corporate and other	96.0	63.0	33.0	52.4	275.0	172.6	102.4	59.3
Total consolidated revenue	\$ 5,432.4	\$ 5,567.5	\$ (135.1)	(2.4)	\$ 15,851.1	\$ 16,128.5	\$ (277.4)	(1.7)
Segment income ⁽¹⁾:								
Domestic	\$ 69.0	\$ 83.9	\$ (14.9)	(17.8)	\$ 190.5	\$ 246.9	\$ (56.4)	(22.8)
Import	81.0	79.3	1.7	2.1	227.9	230.0	(2.1)	(0.9)
Premium Luxury	78.8	80.9	(2.1)	(2.6)	243.3	256.8	(13.5)	(5.3)
Total	228.8	244.1	(15.3)	(6.3)	661.7	733.7	(72.0)	(9.8)
Corporate and other	(42.7)	(43.3)	0.6		(118.3)	(137.2)	18.9	
Floorplan interest expense	25.1	18.2	(6.9)		70.7	56.4	(14.3)	
Operating income	\$ 211.2	\$ 219.0	\$ (7.8)	(3.6)	\$ 614.1	\$ 652.9	\$ (38.8)	(5.9)

⁽¹⁾ Segment income represents income for each of our reportable segments and is defined as operating income less floorplan interest expense.

Retail new vehicle unit sales:								
Domestic	29,618	31,749	(2,131)	(6.7)	82,765	90,156	(7,391)	(8.2)
Import	40,442	39,390	1,052	2.7	111,781	113,517	(1,736)	(1.5)
Premium Luxury	16,132	17,183	(1,051)	(6.1)	47,336	49,327	(1,991)	(4.0)
Total	86,192	88,322	(2,130)	(2.4)	241,882	253,000	(11,118)	(4.4)

Domestic

The Domestic segment operating results included the following:

(\$ in millions)	Three Months Ended September 30,				Nine Months Ended September 30,			
	2017	2016	Variance Favorable / (Unfavorable)	% Variance	2017	2016	Variance Favorable / (Unfavorable)	% Variance
Revenue	\$ 1,912.4	\$ 2,044.9	\$ (132.5)	(6.5)	\$ 5,557.7	\$ 5,888.2	\$ (330.5)	(5.6)
Segment income	\$ 69.0	\$ 83.9	\$ (14.9)	(17.8)	\$ 190.5	\$ 246.9	\$ (56.4)	(22.8)
Retail new vehicle unit sales	29,618	31,749	(2,131)	(6.7)	82,765	90,156	(7,391)	(8.2)

Third Quarter 2017 compared to Third Quarter 2016

Domestic revenue decreased during the three months ended September 30, 2017 as compared to the same period in 2016, primarily due to decreases in new vehicle unit volume and wholesale unit volume. New vehicle unit volume was impacted by declines in our Florida markets, due in part to temporary store closures as a result of Hurricane Irma, the competitive sales environment, and certain manufacturers' disruptive marketing and sales incentive programs. Manufacturer safety recalls adversely impacted retail used vehicle unit volume and benefited wholesale unit volume in the prior year. Domestic revenue also decreased due to the divestitures we completed subsequent to the third quarter of 2016. Decreases in Domestic revenue were partially offset by an increase in new vehicle revenue PVR due to sustained low average fuel prices, which caused a shift in mix toward trucks and sport utility vehicles that have relatively higher average selling prices.

Domestic segment income decreased during the three months ended September 30, 2017, as compared to the same period in 2016, primarily due to decreases in new vehicle gross profit PVR and new vehicle unit volume, as well as a decrease in parts and service gross profit. New vehicle gross profit PVR decreased primarily due to a competitive sales environment, elevated inventory levels, and certain manufacturers' disruptive manufacturer marketing and sales incentive programs. Decreases in Domestic segment income were partially offset by a decrease in SG&A expenses and a decrease in wholesale losses.

First Nine Months 2017 compared to First Nine Months 2016

Domestic revenue decreased during the nine months ended September 30, 2017 as compared to the same period in 2016, primarily due to decreases in new vehicle unit volume and wholesale unit volume. New vehicle unit volume was impacted by declines in our Florida and Texas markets, the competitive sales environment, and certain manufacturers' disruptive marketing and sales incentive programs. Manufacturer safety recalls adversely impacted retail used vehicle unit volume and benefited wholesale unit volume in the prior year. Domestic revenue also decreased due to the divestitures we completed subsequent to the third quarter of 2016. Decreases in Domestic revenue were partially offset by an increase in new vehicle revenue PVR due to sustained low average fuel prices, which caused a shift in mix toward trucks and sport utility vehicles that have relatively higher average selling prices.

Domestic segment income decreased during the nine months ended September 30, 2017, as compared to the same period in 2016, primarily due to decreases in new and used vehicle gross profit PVR and new vehicle unit volume, as well as a decrease in parts and service gross profit. New vehicle gross profit PVR decreased primarily due to a competitive sales environment, elevated inventory levels, and certain manufacturers' disruptive manufacturer marketing and sales incentive programs. Used vehicle gross profit PVR decreased due to implementation challenges we experienced in the first half of the year with One Price, our centralized pricing and appraisal strategy. These decreases in Domestic segment income were partially offset by a decrease in SG&A expenses.

Import

The Import segment operating results included the following:

(\$ in millions)	Three Months Ended September 30,				Nine Months Ended September 30,			
	2017	2016	Variance Favorable / (Unfavorable)	% Variance	2017	2016	Variance Favorable / (Unfavorable)	% Variance
Revenue	\$ 1,789.7	\$ 1,779.0	\$ 10.7	0.6	\$ 5,123.5	\$ 5,202.1	\$ (78.6)	(1.5)
Segment income	\$ 81.0	\$ 79.3	\$ 1.7	2.1	\$ 227.9	\$ 230.0	\$ (2.1)	(0.9)
Retail new vehicle unit sales	40,442	39,390	1,052	2.7	111,781	113,517	(1,736)	(1.5)

Third Quarter 2017 compared to Third Quarter 2016

Import revenue increased during the three months ended September 30, 2017, as compared to the same period in 2016, primarily due to increases in new vehicle unit volume and revenue PVR. These increases were partially offset by decreases in used vehicle revenue and parts and service revenue, largely due to the divestitures we completed subsequent to the third quarter of 2016, as well as a decrease in wholesale unit volume. Manufacturer safety recalls adversely impacted retail used vehicle unit volume and benefited wholesale unit volume in the prior year.

Import segment income increased during the three months ended September 30, 2017, as compared to the same period in 2016, primarily due an increase in finance and insurance gross profit and new vehicle gross profit, both of which benefited from higher vehicle unit volume, and a decrease in wholesale losses. Import segment income was adversely impacted by an increase in SG&A expenses and a decrease in parts and service gross profit.

First Nine Months 2017 compared to First Nine Months 2016

Import revenue decreased during the nine months ended September 30, 2017, as compared to the same period in 2016, primarily due to decreases in used vehicle revenue and parts and service revenue, due to the divestitures we completed subsequent to the third quarter of 2016, as well as a decrease in wholesale unit volume. Manufacturer safety recalls adversely impacted retail used vehicle unit volume and benefited wholesale unit volume in the prior year.

Import segment income decreased during the nine months ended September 30, 2017, as compared to the same period in 2016, primarily due to decreases in new vehicle unit volume, used vehicle gross profit PVR, and parts and service gross profit. The decrease in new vehicle unit volume was primarily due to declines in our Florida and Texas markets and the competitive sales environment, as well as certain manufacturers' disruptive marketing and sales incentive programs. Used vehicle gross profit PVR decreased due to implementation challenges in the first half of the year with One Price, our centralized pricing and appraisal strategy. The decreases in Import segment income were partially offset by a decrease in SG&A expenses.

Premium Luxury

The Premium Luxury segment operating results included the following:

(\$ in millions)	Three Months Ended September 30,				Nine Months Ended September 30,			
	2017	2016	Variance Favorable / (Unfavorable)	% Variance	2017	2016	Variance Favorable / (Unfavorable)	% Variance
Revenue	\$ 1,634.3	\$ 1,680.6	\$ (46.3)	(2.8)	\$ 4,894.9	\$ 4,865.6	\$ 29.3	0.6
Segment income	\$ 78.8	\$ 80.9	\$ (2.1)	(2.6)	\$ 243.3	\$ 256.8	\$ (13.5)	(5.3)
Retail new vehicle unit sales	16,132	17,183	(1,051)	(6.1)	47,336	49,327	(1,991)	(4.0)

Third Quarter 2017 compared to Third Quarter 2016

Premium Luxury revenue decreased during the three months ended September 30, 2017, as compared to the same period in 2016, primarily due to decreases in new vehicle unit volume and wholesale unit volume, partially offset by an increase in parts and service revenue and retail used vehicle unit volume. New vehicle unit volume was impacted by declines in our Florida markets, due in part to temporary store closures as a result of Hurricane Irma, as well as the competitive sales environment and certain manufacturers' disruptive marketing and sales incentive programs. Manufacturer safety recalls adversely impacted retail used vehicle unit volume and benefited wholesale unit volume in the prior year. Premium Luxury revenue benefited from the acquisitions we completed subsequent to the third quarter of 2016.

Premium Luxury segment income decreased during the three months ended September 30, 2017, as compared to the same period in 2016, primarily due to an increase in SG&A and floorplan interest expenses, partially offset by an increase in total gross profit, all of which were largely due to the acquisitions we completed subsequent to the third quarter of 2016.

First Nine Months 2017 compared to First Nine Months 2016

Premium Luxury revenue increased during the nine months ended September 30, 2017, as compared to the same period in 2016, primarily due to increases in parts and service revenue and retail used vehicle revenue due to the acquisitions we completed subsequent to the third quarter of 2016, as well as an increase in fleet revenue. The increases in Premium Luxury revenue were partially offset by a decrease in wholesale revenue and new vehicle unit volume. Manufacturer safety recalls adversely impacted retail used vehicle unit volume and benefited wholesale unit volume in the prior year. New vehicle unit volume was impacted by declines primarily in our Florida markets, the competitive sales environment, and certain manufacturers' disruptive marketing and sales incentive programs. New vehicle unit volume in our Florida markets was particularly impacted in September due to temporary store closures as a result of Hurricane Irma.

Premium Luxury segment income decreased during the nine months ended September 30, 2017, as compared to the same period in 2016, primarily due to an increase in SG&A, floorplan interest, and depreciation expenses, partially offset by an increase in total gross profit, all of which were largely due to the acquisitions we completed subsequent to the third quarter of 2016.

Selling, General, and Administrative Expenses

Our Selling, General, and Administrative (“SG&A”) expenses consist primarily of compensation, including store and corporate salaries, commissions, and incentive-based compensation, as well as advertising (net of reimbursement-based manufacturer advertising rebates), and store and corporate overhead expenses, which include occupancy costs, legal, accounting, and professional services, and general corporate expenses. The following table presents the major components of our SG&A expenses.

(\$ in millions)	Three Months Ended September 30,				Nine Months Ended September 30,			
	2017	2016	Variance Favorable / (Unfavorable)	% Variance	2017	2016	Variance Favorable / (Unfavorable)	% Variance
Reported:								
Compensation	\$ 382.9	\$ 367.1	\$ (15.8)	(4.3)	\$ 1,145.0	\$ 1,105.6	\$ (39.4)	(3.6)
Advertising	50.6	51.2	0.6	1.2	144.3	145.9	1.6	1.1
Store and corporate overhead	174.0	173.0	(1.0)	(0.6)	524.8	513.7	(11.1)	(2.2)
Total	\$ 607.5	\$ 591.3	\$ (16.2)	(2.7)	\$ 1,814.1	\$ 1,765.2	\$ (48.9)	(2.8)
SG&A as a % of total gross profit:								
Compensation	45.3	43.9	(140)	bps	46.0	44.2	(180)	bps
Advertising	6.0	6.1	10	bps	5.8	5.8	—	bps
Store and corporate overhead	20.5	20.7	20	bps	21.0	20.5	(50)	bps
Total	71.8	70.7	(110)	bps	72.8	70.5	(230)	bps

Third Quarter 2017 compared to Third Quarter 2016

SG&A expenses increased during the three months ended September 30, 2017, as compared to the same period in 2016, primarily due to increases in compensation expense. Compensation expense increased due in part to acquisitions and changes in certain vehicle sales associate compensation plans. SG&A expenses were also impacted by unrecovered hurricane-related losses of approximately \$3 million we incurred during the third quarter of 2017. As a percentage of total gross profit, SG&A expenses increased to 71.8% during the three months ended September 30, 2017, from 70.7% in the same period in 2016, primarily due to gross profit pressure in our new vehicle business and investments related to our brand extension strategy.

First Nine Months 2017 compared to First Nine Months 2016

SG&A expenses increased during the nine months ended September 30, 2017, as compared to the same period in 2016, primarily due to increases in compensation expense and store and corporate overhead expenses. Compensation expense increased due in part to acquisitions and changes in certain vehicle sales associate compensation plans. Store and corporate overhead expenses increased primarily due to acquisitions and our brand extension strategy, as well as unrecovered hurricane-related losses of approximately \$3 million we incurred during the third quarter of 2017. As a percentage of total gross profit, SG&A expenses increased to 72.8% during the nine months ended September 30, 2017, from 70.5% in the same period in 2016, primarily due to gross profit pressure in our new and used vehicle businesses and investments related to our brand extension strategy.

Other Income, Net (included in Operating Income)

During the third quarter of 2017, we recognized gains of \$9.3 million related to store divestitures and \$4.7 million related to a property disposition. During the second quarter of 2017, we recognized net gains largely related to store divestitures of \$19.8 million. During the first quarter of 2017, we recognized a gain of \$9.8 million in connection with payments we received from manufacturers related to a legal settlement and for the waiver of certain franchise protest rights, a gain of \$5.6 million related to a property disposition, and a gain of \$4.3 million related to a store divestiture.

During the third quarter of 2016, we recognized net gains related to store divestitures of \$11.8 million and payments we received to waive certain franchise protest rights of \$5.5 million, partially offset by non-cash property impairments of \$6.4 million. During the second quarter of 2016, we recognized net gains related to store divestitures of \$11.5 million, partially offset by non-cash property impairments of \$6.7 million. During the first quarter of 2016, we recognized gains related to store divestitures of \$6.2 million, partially offset by non-cash property impairments of \$0.9 million.

Non-Operating Income (Expense)

Floorplan Interest Expense

Third Quarter 2017 compared to Third Quarter 2016

Floorplan interest expense was \$25.1 million for the three months ended September 30, 2017, compared to \$18.2 million for the same period in 2016. The increase in floorplan interest expense of \$6.9 million is the result of higher average interest rates.

First Nine Months 2017 compared to First Nine Months 2016

Floorplan interest expense was \$70.7 million for the nine months ended September 30, 2017, compared to \$56.4 million for the same period in 2016. The increase in floorplan interest expense of \$14.3 million is the result of higher average interest rates, partially offset by lower average vehicle floorplan balances during the year.

Other Interest Expense

Third Quarter 2017 compared to Third Quarter 2016

Other interest expense of \$30.0 million for the three months ended September 30, 2017, increased \$1.1 million as compared to \$28.9 million for the same period in 2016, primarily due to higher average interest rates and an increase in capital leases due to acquisitions.

First Nine Months 2017 compared to First Nine Months 2016

Other interest expense of \$88.0 million for the nine months ended September 30, 2017, increased \$2.1 million as compared to \$85.9 million for the same period in 2016, primarily due to higher average interest rates and an increase in capital leases due to acquisitions.

Provision for Income Taxes

Income taxes are based upon our anticipated underlying annual blended federal and state income tax rates adjusted, as necessary, for any other tax matters occurring during the period. As we operate in various states, our effective tax rate is also impacted by our geographic income mix.

Our effective income tax rate was 38.2% for the three months ended September 30, 2017, and 38.3% for the three months ended September 30, 2016.

Our effective income tax rate was 38.7% for the nine months ended September 30, 2017, and 38.6% for the nine months ended September 30, 2016.

Discontinued Operations

Discontinued operations are related to stores that were sold or terminated prior to January 1, 2014. Results from discontinued operations, net of income taxes, were primarily related to carrying costs for real estate we have not yet sold associated with stores that were closed prior to January 1, 2014.

Liquidity and Capital Resources

We manage our liquidity to ensure access to sufficient funding at acceptable costs to fund our ongoing operating requirements and future capital expenditures while continuing to meet our financial obligations. We believe that our cash and cash equivalents, funds generated through future operations, and amounts available under our revolving credit facility, commercial paper program, and secured used vehicle floorplan facilities will be sufficient to fund our working capital requirements, service our debt, pay our tax obligations and commitments and contingencies, and meet any seasonal operating requirements for the foreseeable future.

Debt Refinancing Transaction

On October 19, 2017, we amended and restated our existing unsecured credit agreement to, among other things, (1) extend the stated termination date to October 19, 2022, (2) modify the maximum leverage ratio of 3.75x to allow for an increase in the maximum leverage ratio to 4.25x following the closing date of the amended credit agreement, subject to step-downs back to 3.75x over time, and (3) modify the guarantor requirement to allow the release of all of the guarantors under our credit agreement at such time and for so long as such guarantors cease to guarantee other certain material indebtedness. See Note 5 of the Notes to Unaudited Condensed Consolidated Financial Statements for more information on our credit agreement.

Available Liquidity Resources

We had the following sources of liquidity available:

(In millions)	September 30, 2017	December 31, 2016
Cash and cash equivalents	\$ 53.3	\$ 64.8
Revolving credit facility ⁽¹⁾	\$ 679.0 ⁽²⁾	\$ 1,058.7
Secured used vehicle floorplan facilities ⁽³⁾	\$ 0.5	\$ 0.3

⁽¹⁾ As limited by the maximum consolidated leverage ratio contained in our credit agreement in effect as of September 30, 2017 and December 31, 2016.

⁽²⁾ At September 30, 2017, we had \$49.0 million of letters of credit outstanding. In addition, we use the revolving credit facility under our credit agreement as a liquidity backstop for borrowings under our commercial paper program. We had \$995.0 million of commercial paper notes outstanding at September 30, 2017, which in effect reduced the available liquidity under our revolving credit facility to \$674.0 million at September 30, 2017. See Note 5 of the Notes to Unaudited Condensed Consolidated Financial Statements for more information.

⁽³⁾ Based on the eligible used vehicle inventory that could have been pledged as collateral. See Note 3 of the Notes to Unaudited Condensed Consolidated Financial Statements for more information.

In the ordinary course of business, we are required to post performance and surety bonds, letters of credit, and/or cash deposits as financial guarantees of our performance relating to insurance matters. At September 30, 2017, surety bonds, letters of credit, and cash deposits totaled \$107.2 million, of which \$49.0 million were letters of credit. We do not currently provide cash collateral for outstanding letters of credit.

In February 2016, we filed an automatic shelf registration statement with the SEC that enables us to offer for sale, from time to time and as the capital markets permit, an unspecified amount of common stock, preferred stock, debt securities, warrants, subscription rights, depository shares, stock purchase contracts, units, and guarantees of debt securities. Subject to market conditions, we expect to have access to capital markets in order to refinance debt obligations that become due, if and as needed.

Capital Allocation

Our capital allocation strategy is focused on maximizing stockholder returns. We invest capital in our business to maintain and upgrade our existing facilities and to build new facilities for existing franchises, as well as for other strategic and technology initiatives, including our brand extension strategy discussed above under "Strategic Initiatives." We also deploy capital opportunistically to repurchase our common stock and/or debt or to complete dealership acquisitions and/or build facilities for newly awarded franchises. Our capital allocation decisions will be based on factors such as the expected rate of return on our investment, the market price of our common stock versus our view of its intrinsic value, the market price of our debt, the potential impact on our capital structure, our ability to complete dealership acquisitions that meet our market and vehicle brand criteria and return on investment threshold, and limitations set forth in our debt agreements.

Share Repurchases

Our Board of Directors from time to time authorizes the repurchase of shares of our common stock up to a certain monetary limit. A summary of shares repurchased under our stock repurchase program authorized by our Board of Directors follows:

(In millions, except per share data)	Three Months Ended September 30,		Nine Months Ended September 30,	
	2017	2016	2017	2016
Shares repurchased	9.2	1.0	10.1	9.9
Aggregate purchase price	\$ 400.0	\$ 50.0	\$ 434.9	\$ 470.6
Average purchase price per share	\$ 43.28	\$ 48.62	\$ 42.99	\$ 47.48

The decision to repurchase shares at any given point in time is based on factors such as the market price of our common stock versus our view of its intrinsic value, the potential impact on our capital structure (including compliance with our maximum leverage ratio and other financial covenants in our debt agreements as well as our available liquidity), and the

expected return on competing uses of capital such as dealership acquisitions, capital investments in our current businesses, or repurchases of our debt.

In August 2017, our Board of Directors authorized the repurchase of an additional \$250 million of shares of our common stock. As of September 30, 2017, \$113.7 million remained available for share repurchases under the program.

Capital Expenditures

The following table sets forth information regarding our capital expenditures:

(In millions)	Three Months Ended		Nine Months Ended	
	September 30,		September 30,	
	2017	2016	2017	2016
Purchases of property and equipment, including operating lease buy-outs ⁽¹⁾	\$ 55.9	\$ 69.3	\$ 224.6	\$ 181.7

⁽¹⁾ Includes accrued construction in progress and excludes property associated with capital leases entered into during the year.

Acquisitions and Divestitures

The following table sets forth information regarding cash used in business acquisitions, net of cash acquired, and cash received from business divestitures, net of cash relinquished:

(In millions)	Three Months Ended		Nine Months Ended	
	September 30,		September 30,	
	2017	2016	2017	2016
Cash received from (used in) business acquisitions, net ⁽¹⁾	\$ (4.0)	\$ (99.6)	\$ (56.9)	\$ (362.5)
Cash received from (used in) business divestitures, net	\$ 13.2	\$ 37.5	\$ 47.8	\$ 87.5

⁽¹⁾ Excludes capital leases and deferred purchase price commitments.

During the nine months ended September 30, 2017, we purchased four collision centers located in Texas, Florida, Washington, and California. We also purchased one store located in Florida. We purchased 18 stores during the nine months ended September 30, 2016.

During the nine months ended September 30, 2017, we divested three Import stores and one Domestic store. During the nine months ended September 30, 2016, we divested two Domestic stores and nine Import stores. We regularly review our store portfolio and may divest stores opportunistically.

Cash Dividends

We have not declared or paid any cash dividends on our common stock during our two most recent fiscal years. We do not currently anticipate paying cash dividends for the foreseeable future.

Long-Term Debt and Commercial Paper

The following table sets forth our non-vehicle long-term debt, net of debt issuance costs, as of September 30, 2017, and December 31, 2016.

(In millions)	September 30, 2017	December 31, 2016
6.75% Senior Notes due 2018	\$ 400.0	\$ 400.0
5.5% Senior Notes due 2020	350.0	350.0
3.35% Senior Notes due 2021	300.0	300.0
4.5% Senior Notes due 2025	450.0	450.0
Revolving credit facility ⁽¹⁾	82.0	—
Mortgage facility ⁽²⁾	145.7	153.2
Capital leases and other debt	143.7	136.2
	<u>1,871.4</u>	<u>1,789.4</u>
Less: unamortized debt discounts and debt issuance costs	(8.8)	(10.8)
Less: current maturities	(566.9)	(167.5)
Long-term debt, net of current maturities	<u>\$ 1,295.7</u>	<u>\$ 1,611.1</u>

⁽¹⁾ In October 2017, we amended our existing unsecured credit agreement and extended the stated termination date to October 19, 2022.

⁽²⁾ The mortgage facility requires monthly principal and interest payments of \$1.6 million based on a fixed amortization schedule with a balloon payment of \$143.9 million due November 2017.

Our 6.75% Senior Notes due 2018 will mature on April 15, 2018, and were therefore reclassified to current maturities during the second quarter of 2017.

At September 30, 2017, we had \$995.0 million of commercial paper notes outstanding with a weighted-average annual interest rate of 1.80% and a weighted-average remaining term of 14 days. At December 31, 2016, we had \$942.0 million of commercial paper notes outstanding with a weighted-average annual interest rate of 1.26% and a weighted-average remaining term of 24 days.

See Note 5 of the Notes to Unaudited Condensed Consolidated Financial Statements for more information on our long-term debt and commercial paper.

Restrictions and Covenants

Our credit agreement, the indentures for our senior unsecured notes, and our vehicle floorplan and mortgage facilities contain numerous customary financial and operating covenants that place significant restrictions on us, including our ability to incur additional indebtedness or prepay existing indebtedness, to create liens or other encumbrances, to sell (or otherwise dispose of) assets, and to merge or consolidate with other entities.

Under our credit agreement, we are required to remain in compliance with a maximum leverage ratio and maximum capitalization ratio. The leverage ratio is a contractually defined amount principally reflecting non-vehicle debt divided by a contractually defined measure of earnings with certain adjustments. The capitalization ratio is a contractually defined amount principally reflecting vehicle floorplan payable and non-vehicle debt divided by our total capitalization including vehicle floorplan payable. The specific terms of these covenants can be found in our credit agreement, which we filed with our Current Report on Form 8-K on October 24, 2017.

The indentures for our senior unsecured notes contain certain limited covenants, including limitations on liens and sale and leaseback transactions. Our mortgage facility contains covenants regarding maximum cash flow leverage and minimum interest coverage.

Our failure to comply with the covenants contained in our debt agreements could result in the acceleration of all of our indebtedness. Our debt agreements have cross-default provisions that trigger a default in the event of an uncured default under other material indebtedness of AutoNation.

As of September 30, 2017, we were in compliance with the requirements of the financial covenants under our debt agreements. Under the terms of our credit agreement in effect at September 30, 2017, our leverage ratio and capitalization ratio were as follows:

	September 30, 2017	
	Requirement	Actual
Leverage ratio	≤ 3.75x	3.03x
Capitalization ratio	≤ 70.0%	63.4%

Vehicle Floorplan Payable

The components of vehicle floorplan payable are as follows:

	September 30, 2017	December 31, 2016
Vehicle floorplan payable - trade	\$ 2,069.3	\$ 2,308.8
Vehicle floorplan payable - non-trade	1,561.2	1,540.4
Vehicle floorplan payable	\$ 3,630.5	\$ 3,849.2

See Note 3 of the Notes to Unaudited Condensed Consolidated Financial Statements for more information on our vehicle floorplan payable.

Cash Flows

The following table summarizes the changes in our cash provided by (used in) operating, investing, and financing activities:

(In millions)	Nine Months Ended September 30,	
	2017	2016
Net cash provided by operating activities	\$ 457.0	\$ 478.8
Net cash used in investing activities	\$ (206.2)	\$ (456.8)
Net cash used in financing activities	\$ (262.3)	\$ (33.9)

Cash Flows from Operating Activities

Our primary sources of operating cash flows result from the sale of vehicles and finance and insurance products, collections from customers for the sale of parts and services, and proceeds from vehicle floorplan payable-trade. Our primary uses of cash from operating activities are repayments of vehicle floorplan payable-trade, purchases of parts inventory, personnel related expenditures, and payments related to taxes and leased properties.

Net cash provided by operating activities decreased during the nine months ended September 30, 2017, as compared to the same period in 2016, due to a decrease in earnings, partially offset by a decrease in working capital requirements.

Cash Flows from Investing Activities

Net cash flows from investing activities consist primarily of cash used in capital additions, activity from business acquisitions, business divestitures, property dispositions, and other transactions.

Net cash used in investing activities decreased during the nine months ended September 30, 2017, as compared to the same period in 2016, primarily due to a decrease in cash used in business acquisitions, net of cash acquired, and an increase in proceeds from assets held for sale, partially offset by an increase in purchases of property and equipment and a decrease in cash received from business divestitures, net of cash relinquished.

Cash Flows from Financing Activities

Net cash flows from financing activities primarily include repurchases of common stock, debt activity, and changes in vehicle floorplan payable-non-trade.

During the nine months ended September 30, 2017, we repurchased 10.1 million shares of common stock for an aggregate purchase price of \$434.9 million (average purchase price per share of \$42.99), including repurchases for which settlement occurred subsequent to September 30, 2017. In addition, during the nine months ended September 30, 2017, 26,061 shares were surrendered to us to satisfy tax withholding obligations in connection with the vesting of restricted stock.

During the nine months ended September 30, 2016, we repurchased 9.9 million shares of common stock for an aggregate purchase price of \$470.6 million (average purchase price per share of \$47.48), including repurchases for which settlement occurred subsequent to September 30, 2016. In addition, during the nine months ended September 30, 2016, 37,673 shares were surrendered to us to satisfy tax withholding obligations in connection with the vesting of restricted stock.

Cash flows from financing activities include changes in commercial paper notes outstanding totaling net proceeds of \$53.0 million during the nine months ended September 30, 2017 and net proceeds of \$375.5 million during the nine months ended September 30, 2016.

During the nine months ended September 30, 2017, we borrowed \$907.0 million and repaid \$825.0 million under our revolving credit facility, for net borrowings of \$82.0 million. During the nine months ended September 30, 2016, we borrowed \$1.1 billion and repaid \$1.1 billion under our revolving credit facility.

Cash flows from financing activities also include changes in vehicle floorplan payable-non-trade totaling net proceeds of \$15.4 million for the nine months ended September 30, 2017, and net proceeds of \$78.7 million for the nine months ended September 30, 2016.

During the nine months ended September 30, 2017, cash flows from financing activities were also impacted by an increase in proceeds from the exercise of stock options as compared to the same period in 2016.

Recent Accounting Pronouncements

See Note 1 of the Notes to Unaudited Condensed Consolidated Financial Statements.

Forward-Looking Statements

Our business, financial condition, results of operations, cash flows, and prospects, and the prevailing market price and performance of our common stock may be adversely affected by a number of factors, including the matters discussed below. Certain statements and information set forth in this Quarterly Report on Form 10-Q, including without limitation statements regarding our brand extension strategy, pending or planned acquisitions, strategic initiatives, expected future investments in our business, and our expectations for the future performance of our business (including with respect to sales of used vehicles and parts and accessories) and the automotive retail industry, as well as other written or oral statements made from time to time by us or by our authorized executive officers on our behalf, constitute “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. All statements other than statements of historical fact, including statements that describe our objectives, plans or goals are, or may be deemed to be, forward-looking statements. Words such as “anticipate,” “expect,” “intend,” “goal,” “plan,” “believe,” “continue,” “may,” “will,” “could,” and variations of such words and similar expressions are intended to identify such forward-looking statements. Our forward-looking statements reflect our current expectations concerning future results and events, and they involve known and unknown risks, uncertainties and other factors that are difficult to predict and may cause our actual results, performance, or achievements to be materially different from any future results, performance, or achievements expressed or implied by these statements. The risks, uncertainties, and other factors that our stockholders and prospective investors should consider include, but are not limited to, the following:

- The automotive retail industry is sensitive to changing economic conditions and various other factors. Our business and results of operations are substantially dependent on new vehicle sales levels in the United States and in our particular geographic markets and the level of gross profit margins that we can achieve on our sales of new vehicles, all of which are very difficult to predict.
- Our new vehicle sales are impacted by incentive, marketing, and other programs of vehicle manufacturers.
- We are dependent upon the success and continued financial viability of the vehicle manufacturers and distributors with which we hold franchises.
- If we are not able to maintain and enhance our retail brands and reputation or to attract consumers to our own digital channels, or if events occur that damage our retail brands, reputation, or sales channels, our business and financial results may be harmed. We are investing significantly in the next phase of our brand extension strategy, and if our

strategic initiatives are not successful, we will have incurred significant expenses without the benefit of improved financial results.

- New laws, regulations, or governmental policies regarding fuel economy and greenhouse gas emission standards, or changes to existing standards, may affect vehicle manufacturers' ability to produce cost-effective vehicles or vehicles that consumers demand, which could adversely impact our business, results of operations, financial condition, cash flow, and prospects.
- Natural disasters and adverse weather events can disrupt our business.
- We are subject to restrictions imposed by, and significant influence from, vehicle manufacturers that may adversely impact our business, financial condition, results of operations, cash flows, and prospects, including our ability to acquire additional stores.
- We are subject to numerous legal and administrative proceedings, which, if the outcomes are adverse to us, could materially adversely affect our business, results of operations, financial condition, cash flows, and prospects.
- Our operations are subject to extensive governmental laws and regulations. If we are found to be in purported violation of or subject to liabilities under any of these laws or regulations, or if new laws or regulations are enacted that adversely affect our operations, our business, operating results, and prospects could suffer.
- A failure of our information systems or any security breach or unauthorized disclosure of confidential information could have a material adverse effect on our business.
- Our debt agreements contain certain financial ratios and other restrictions on our ability to conduct our business, and our substantial indebtedness could adversely affect our financial condition and operations and prevent us from fulfilling our debt service obligations.
- We are subject to interest rate risk in connection with our vehicle floorplan payables, revolving credit facility, and commercial paper program that could have a material adverse effect on our profitability.
- Goodwill and other intangible assets comprise a significant portion of our total assets. We must test our goodwill and other intangible assets for impairment at least annually, which could result in a material, non-cash write-down of goodwill or franchise rights and could have a material adverse impact on our results of operations and shareholders' equity.
- Our largest stockholders, as a result of their ownership stakes in us, may have the ability to exert substantial influence over actions to be taken or approved by our stockholders or Board of Directors. In addition, future share repurchases and fluctuations in the levels of ownership of our largest stockholders could impact the volume of trading, liquidity, and market price of our common stock.

Please refer to our most recent Annual Report on Form 10-K for additional discussion of the foregoing risks. These forward-looking statements speak only as of the date of this report, and we undertake no obligation to update any forward-looking statements to reflect subsequent events or circumstances.

Additional Information

Investors and others should note that we announce material financial information using our company website (www.autonation.com), our investor relations website (investors.autonation.com), SEC filings, press releases, public conference calls, and webcasts. Information about AutoNation, its business, and its results of operations may also be announced by posts on the following social media channels:

- AutoNation's Twitter feed (www.twitter.com/autonation)
- Mike Jackson's Twitter feed (www.twitter.com/CEOMikeJackson)
- AutoNation's Facebook page (www.facebook.com/autonation)
- Mike Jackson's Facebook page (www.facebook.com/CEOMikeJackson)

The information that we post on these social media channels could be deemed to be material information. As a result, we encourage investors, the media, and others interested in AutoNation to review the information that we post on these social

media channels. These channels may be updated from time to time on AutoNation's investor relations website. The information on or accessible through our websites and social media channels is not incorporated by reference in this Quarterly Report on Form 10-Q.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

Interest Rate Risk

Our primary market risk exposure is changing LIBOR-based interest rates. Interest rate derivatives may be used to hedge a portion of our variable rate debt, when appropriate, based on market conditions.

We had \$3.6 billion of variable rate vehicle floorplan payable at September 30, 2017, and \$3.8 billion at December 31, 2016. Based on these amounts, a 100 basis point change in interest rates would result in an approximate change to our annual floorplan interest expense of \$36.3 million at September 30, 2017, and \$38.5 million at December 31, 2016. Our exposure to changes in interest rates with respect to total vehicle floorplan payable is partially mitigated by manufacturers' floorplan assistance, which in some cases is based on variable interest rates.

We had \$995.0 million of commercial paper notes outstanding at September 30, 2017, and \$942.0 million at December 31, 2016. Based on the amounts outstanding, a 100 basis point change in interest rates would result in an approximate change to annual interest expense of \$10.0 million at September 30, 2017 and \$9.4 million at December 31, 2016.

Our fixed rate long-term debt, primarily consisting of amounts outstanding under our senior unsecured notes and mortgages, totaled \$1.8 billion and had a fair value of \$1.9 billion as of September 30, 2017, and totaled \$1.8 billion and had a fair value of \$1.9 billion as of December 31, 2016.

ITEM 4. CONTROLS AND PROCEDURES

Evaluation of Disclosure Controls and Procedures

Our management, with the participation of our Chief Executive Officer and Chief Financial Officer, evaluated the effectiveness of our disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934, as amended (the "Exchange Act")), as of the end of the period covered by this Quarterly Report on Form 10-Q. Based on that evaluation, our Chief Executive Officer and Chief Financial Officer concluded that our disclosure controls and procedures were effective as of the end of the period covered by this Quarterly Report on Form 10-Q.

Changes in Internal Control over Financial Reporting

There was no change in our internal control over financial reporting (as defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act) identified in connection with the evaluation required by paragraph (d) of Rule 13a-15 or 15d-15 under the Exchange Act that occurred during our last fiscal quarter that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

PART II. OTHER INFORMATION

ITEM 1A. RISK FACTORS

In addition to the information set forth in this Form 10-Q, you should carefully consider the risk factors discussed in Part I, Item 1A of our most recent Annual Report on Form 10-K, which could materially affect our business, financial condition, or future results.

ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS

The table below sets forth information with respect to shares of common stock repurchased by AutoNation, Inc. during the three months ended September 30, 2017 .

Period	Total Number of Shares Purchased ⁽¹⁾	Avg. Price Paid Per Share	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs	Approximate Dollar Value of Shares That May Yet Be Purchased Under The Programs (in millions) ⁽¹⁾
July 1, 2017 - July 31, 2017	—	\$ —	—	\$ 263.7
August 1, 2017 - August 31, 2017	5,900,704	\$ 41.35	5,900,704	\$ 269.7
September 1, 2017 - September 30, 2017	3,341,429	\$ 46.70	3,341,288	\$ 113.7
Total	9,242,133		9,241,992	

⁽¹⁾ Our Board of Directors from time to time authorizes the repurchase of shares of our common stock up to a certain monetary limit. In August 2017, our Board of Directors authorized the repurchase of an additional \$250 million of shares of our common stock. As of September 30, 2017 , \$113.7 million remained available under our stock repurchase authorization limit. The Board’s authorization has no expiration date. During the third quarter of 2017 , all of the shares reflected in the table above were repurchased under our stock repurchase program, except for 141 shares surrendered to AutoNation to satisfy tax withholding obligations in connection with the vesting of restricted stock.

ITEM 6. EXHIBITS**Exhibit No.****Description**

4.1	Supplemental Indenture, dated as of August 3, 2017, relating to the Company’s 6.75% Senior Notes due 2018, to the Indenture, dated April 14, 2010 (the “2010 Indenture”), among AutoNation, Inc. and Wells Fargo Bank, National Association.
4.2	Supplemental Indenture to 2010 Indenture, dated as of August 3, 2017, relating to the Company’s 5.5% Senior Notes due 2020.
4.3	Supplemental Indenture to 2010 Indenture, dated as of August 3, 2017, relating to the Company’s 3.35% Senior Notes due 2021.
4.4	Supplemental Indenture to 2010 Indenture, dated as of August 3, 2017, relating to the Company’s 4.5% Senior Notes due 2025.
31.1	Certification of Chief Executive Officer Pursuant to Rule 13a-14(a) of the Exchange Act.
31.2	Certification of Chief Financial Officer Pursuant to Rule 13a-14(a) of the Exchange Act.
32.1	Certification of Chief Executive Officer Pursuant to Rule 13a-14(b) of the Exchange Act and 18 U.S.C. Section 1350.
32.2	Certification of Chief Financial Officer Pursuant to Rule 13a-14(b) of the Exchange Act and 18 U.S.C. Section 1350.
101.INS	XBRL Instance Document
101.SCH	XBRL Taxonomy Extension Schema Document
101.CAL	XBRL Taxonomy Extension Calculation Linkbase Document
101.DEF	XBRL Taxonomy Extension Definition Linkbase Document
101.LAB	XBRL Taxonomy Extension Label Linkbase Document
101.PRE	XBRL Taxonomy Extension Presentation Linkbase 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 thereunto duly authorized.

AUTONATION, INC.

Date: November 2, 2017

By: /s/ Christopher Cade

Christopher Cade
Vice President and Chief Accounting Officer

(Duly Authorized Officer and Principal Accounting Officer)

SUPPLEMENTAL INDENTURE

SUPPLEMENTAL INDENTURE (this “Supplemental Indenture”), dated as of August 3, 2017, among (i) AutoNation, Inc., a Delaware corporation (the “Company”), (ii) AUTO COMPANY 2017-01, INC., AUTO COMPANY 2017-02, INC., AUTO COMPANY 2017-03, INC., AUTO COMPANY 2017-04, INC., AUTO COMPANY 2017-05, INC., AUTO COMPANY 2017-06, INC., AUTO COMPANY 2017-07, INC., AUTO COMPANY 2017-08, INC., AUTO COMPANY 2017-09, INC., AUTO COMPANY 2017-10, INC., AUTO DEALERSHIP 2017-01, LLC, AUTO DEALERSHIP 2017-02, LLC, AUTO DEALERSHIP 2017-03, LLC, AUTO DEALERSHIP 2017-04, LLC, AUTO DEALERSHIP 2017-05, LLC, AUTO DEALERSHIP 2017-06, LLC, AUTO DEALERSHIP 2017-07, LLC, AUTO DEALERSHIP 2017-08, LLC, AUTO DEALERSHIP 2017-09, LLC, AUTO DEALERSHIP 2017-10, LLC, AUTO DEALERSHIP 2017-11, LLC, AUTO DEALERSHIP 2017-12, LLC, AUTO DEALERSHIP 2017-13, LLC, AUTO DEALERSHIP 2017-14, LLC, AUTO DEALERSHIP 2017-15, LLC, AUTO DEALERSHIP 2017-16, LLC, AUTO DEALERSHIP 2017-17, LLC, AUTO DEALERSHIP 2017-18, LLC, AUTO DEALERSHIP 2017-19, LLC, AUTO DEALERSHIP 2017-20, LLC, AUTO DEALERSHIP 2017-21, LLC, AUTO DEALERSHIP 2017-22, LLC, AUTO DEALERSHIP 2017-23, LLC, AUTO DEALERSHIP 2017-24, LLC, AUTO DEALERSHIP 2017-25, LLC, AUTO DEALERSHIP 2017-26, LLC, AUTO DEALERSHIP 2017-27, LLC, AUTO DEALERSHIP 2017-28, LLC, AUTO DEALERSHIP 2017-29, LLC, AUTO DEALERSHIP 2017-30, LLC (each a “Guaranteeing Subsidiary” and together, the “Guaranteeing Subsidiaries”), each an indirect subsidiary of the Company (or its permitted successor), and (iii) Wells Fargo Bank, National Association, as trustee under the indenture referred to below (the “Trustee”).

WITNESSETH

WHEREAS, the Company and the Guarantors named therein have heretofore executed and delivered to the Trustee the Indenture, dated as of April 14, 2010 (the “Base Indenture”), as supplemented by that Supplemental Indenture dated as of April 14, 2010 (the “2010 Supplemental Indenture”), that Supplemental Indenture dated as of March 7, 2012 (the “2012 Supplemental Indenture”), that Supplemental Indenture dated as of February 6, 2014 (the “2014 Supplemental Indenture”), that Supplemental Indenture dated as of February 29, 2016 (the “2016 Supplemental Indenture”) and that Supplemental Indenture dated as of July 29, 2016 (together with the 2016 Supplemental Indenture, the 2014 Supplemental Indenture, the 2012 Supplemental Indenture, the 2010 Supplemental Indenture and the Base Indenture, the “Indenture”), providing for the issuance of 6.750% Senior Notes due 2018 (the “Notes”);

WHEREAS, the Indenture provides that the Guaranteeing Subsidiaries shall execute and deliver to the Trustee a supplemental indenture pursuant to which the Guaranteeing Subsidiaries shall unconditionally guarantee all of the Company’s obligations under the Notes and the Indenture on the terms and conditions set forth herein (the “Guarantee”);

WHEREAS, this Supplemental Indenture has not resulted in a material modification of the notes previously issued under the Indenture for Foreign Account Tax Compliance Act (FATCA) purposes; and

WHEREAS, pursuant to Section 8.01 of the 2010 Supplemental Indenture, the Trustee is authorized to execute and deliver this Supplemental Indenture.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Company, the Guaranteeing Subsidiaries and the Trustee mutually covenant and agree for the equal and ratable benefit of the Holders of the Notes as follows:

1. Capitalized Terms. Capitalized terms used herein without definition shall have the meanings assigned to them in the Indenture.
2. Agreement to Guarantee. Each Guaranteeing Subsidiary hereby agrees as follows:
 - (a) To jointly and severally Guarantee to each Holder of a Note authenticated and delivered by the Trustee and to the Trustee and its successors and assigns, irrespective of the validity and enforceability of the Indenture, the Notes or the obligations of the Company hereunder or thereunder, that:
 - (i) the principal of and interest on the Notes shall be promptly paid by the Company in full when due, whether at maturity, by acceleration, redemption or otherwise, and interest on the overdue principal of and interest on the Notes, if any, if lawful, and all other obligations of the Company to the Holders or the Trustee hereunder or thereunder shall be promptly paid by the Company in full or performed by the Company, all in accordance with the terms hereof and thereof; and
 - (ii) in case of any extension of time of payment or renewal of any Notes or any of such other obligations, that same shall be promptly paid by the Company in full when due or performed by the Company in accordance with the terms of the extension or renewal, whether at stated maturity, by acceleration or otherwise. Failing payment when due by the Company of any amount so guaranteed or any performance so guaranteed which failure continues for three days after demand therefor is made to the Company for whatever reason, the Guarantors shall be jointly and severally obligated to pay the same immediately. Each Guarantor agrees that this is a guarantee of payment and not a guarantee of collection.
 - (b) The obligations hereunder shall be unconditional, irrespective of the validity, regularity or enforceability of the Notes or the Indenture, the absence of any action to enforce the same, any waiver or consent by any Holder of the Notes with respect to any provisions hereof or thereof, the recovery of any judgment against the Company, any action to enforce the same or any other circumstance which might otherwise constitute a legal or equitable discharge or defense of a Guarantor.
 - (c) The following is hereby waived: diligence, presentment, demand of payment (except as specifically provided in (a) above), filing of claims with a court in the event of insolvency or bankruptcy of the Company, any right to require a proceeding first against the Company, protest, notice and all demands (except as specifically provided in (a) above) whatsoever.
 - (d) This Guarantee shall not be discharged except by complete performance of the obligations contained in the Notes and the Indenture. Each Guarantor also expressly waives, without any requirement of any notice to or further assent by such Guarantor, to the fullest extent permitted by applicable law, the benefit of all principles or provisions of applicable law which are or might be in conflict with the terms hereof, including, without limitation, Section 10-7-23 and Section 10-7-24 of the Official Code of Georgia Annotated.
 - (e) If any Holder or the Trustee is required by any court or otherwise to return to the Company, the Guarantors, or any Custodian, Trustee, liquidator

or other similar official acting in relation to either the Company or the Guarantors, any amount paid by either to the Trustee or such Holder, this Guarantee, to the extent theretofore discharged, shall be reinstated in full force and effect.

- (f) The Guaranteeing Subsidiary shall not be entitled to any right of subrogation in relation to the Holders in respect of any obligations guaranteed hereby until payment in full of all obligations guaranteed hereby.
- (g) As between the Guarantors, on the one hand, and the Holders and the Trustee, on the other hand, (x) the maturity of the obligations guaranteed hereby may be accelerated as provided in Article VII of the Base Indenture for the purposes of this Guarantee, notwithstanding any stay, injunction or other prohibition preventing such acceleration in respect of the obligations guaranteed hereby, and (y) in the event of any declaration of acceleration of such obligations as provided in Article VII of the Base Indenture, such obligations (whether or not due and payable) shall forthwith become due and payable by the Guarantors for the purpose of this Guarantee, failing payment when due by the Company which failure continues for three days after demand therefor is made to the Company.
- (h) The Guarantors shall have the right to seek contribution from any non-paying Guarantor so long as the exercise of such right does not impair the rights of the Holders under the Guarantee.

3. Guaranteeing Subsidiary May Consolidate, Etc. on Certain Terms. Each Guaranteeing Subsidiary agrees that, unless its Guarantee is being concurrently released in conformity with Section 9.04 of the 2010 Supplemental Indenture, it may not consolidate with or merge with or into any Person other than the Company or any other Guarantor unless (a) such Guaranteeing Subsidiary will be the surviving corporation or the Person formed by or surviving any such consolidation or merger (if other than the Guarantor) is a corporation organized and existing under the laws of the United States of America, any State thereof or the District of Columbia and such Person assumes by supplemental indenture all of the obligations of such Guaranteeing Subsidiary on its Guarantee and (b) immediately after giving effect to such transaction, no Default or Event of Default shall have occurred and be continuing.

4. Execution and Delivery. Each Guaranteeing Subsidiary agrees that the Guarantees shall remain in full force and effect notwithstanding any failure to endorse on each Note a notation of such Guarantee.

5. Releases. The Guarantee of a Guaranteeing Subsidiary shall be released in accordance with the provisions set forth in the Indenture, including, without limitation, Section 9.04 of the 2010 Supplemental Indenture. The Trustee, at the expense and written direction of the Company, will execute proper instruments acknowledging the termination of such Subsidiary Guarantee as reasonably required by the representative of such Guarantor. Any Guarantor not released from its obligations under its Guarantee shall remain liable for the full amount of principal of and interest on the Notes and for the other obligations of any Guarantor under the Indenture as provided in Article IX of the 2010 Supplemental Indenture.

6. No Recourse Against Others. No director, officer, employee, incorporator, stockholder or agent of a Guaranteeing Subsidiary, as such, shall have any liability for any obligations of the Company or any Guaranteeing Subsidiary under the Notes, the Indenture, any Guarantees or this Supplemental Indenture or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each Holder of Notes by accepting a Note waives and releases all such liability. The waiver and release are part of the consideration for issuance of the Notes. Such waiver may not be effective to waive liabilities under the federal securities laws.

7. New York Law to Govern. THE INTERNAL LAW OF THE STATE OF NEW YORK SHALL GOVERN AND BE USED TO CONSTRUE THIS SUPPLEMENTAL INDENTURE.

8. Waiver of Jury Trial. The Company, the Guaranteeing Subsidiaries and the Trustee each hereby irrevocably waives, to the fullest extent permitted by applicable law, any and all right it may have to a trial by jury in respect of any suit, action, or other proceeding arising out of or relating to this Supplemental Indenture, the Guarantee of a Guaranteeing Subsidiary or the transactions contemplated hereby.

9. Counterparts. The parties may sign any number of copies of this Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement. The exchange of copies of this Supplemental Indenture and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Supplemental Indenture as to the parties hereto and may be used in lieu of the original Supplemental Indenture for all purposes. Signatures of the parties hereto transmitted by facsimile or PDF shall be deemed to be their original signatures for all purposes.

10. Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

11. The Trustee. The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity, legality or sufficiency of this Supplemental Indenture or for or in respect of the recitals contained herein, all of which recitals are made solely by the Guaranteeing Subsidiaries and the Company.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed and attested, all as of the date first above written.

AUTO COMPANY 2017-01, INC.
AUTO COMPANY 2017-02, INC.
AUTO COMPANY 2017-03, INC.
AUTO COMPANY 2017-04, INC.
AUTO COMPANY 2017-05, INC.
AUTO COMPANY 2017-06, INC.
AUTO COMPANY 2017-07, INC.
AUTO COMPANY 2017-08, INC.
AUTO COMPANY 2017-09, INC.
AUTO COMPANY 2017-10, INC.
AUTO DEALERSHIP 2017-01, LLC
AUTO DEALERSHIP 2017-02, LLC
AUTO DEALERSHIP 2017-03, LLC
AUTO DEALERSHIP 2017-04, LLC
AUTO DEALERSHIP 2017-05, LLC
AUTO DEALERSHIP 2017-06, LLC
AUTO DEALERSHIP 2017-07, LLC
AUTO DEALERSHIP 2017-08, LLC
AUTO DEALERSHIP 2017-09, LLC
AUTO DEALERSHIP 2017-10, LLC
AUTO DEALERSHIP 2017-11, LLC
AUTO DEALERSHIP 2017-12, LLC
AUTO DEALERSHIP 2017-13, LLC
AUTO DEALERSHIP 2017-14, LLC
AUTO DEALERSHIP 2017-15, LLC
AUTO DEALERSHIP 2017-16, LLC
AUTO DEALERSHIP 2017-17, LLC
AUTO DEALERSHIP 2017-18, LLC
AUTO DEALERSHIP 2017-19, LLC
AUTO DEALERSHIP 2017-20, LLC
AUTO DEALERSHIP 2017-21, LLC
AUTO DEALERSHIP 2017-22, LLC
AUTO DEALERSHIP 2017-23, LLC
AUTO DEALERSHIP 2017-24, LLC
AUTO DEALERSHIP 2017-25, LLC
AUTO DEALERSHIP 2017-26, LLC
AUTO DEALERSHIP 2017-27, LLC
AUTO DEALERSHIP 2017-28, LLC
AUTO DEALERSHIP 2017-29, LLC
AUTO DEALERSHIP 2017-30, LLC

By: /s/ C. Coleman Edmunds
Name: C. Coleman Edmunds
Title: President

AUTONATION, INC.

By: /s/ C. Coleman Edmunds

Name: C. Coleman Edmunds

Title: Executive Vice President, General
Counsel and Corporate Secretary

ATTEST:

By: /s/ Thomas J. Mila

Name: Thomas J. Mila

Title: Vice President, Corporate Law
and Assistant Secretary

[SIGNATURE PAGE FOR SUPPLEMENTAL INDENTURE FOR 6.750% NOTES]

WELLS FARGO BANK, NATIONAL
ASSOCIATION, As Trustee

By: /s/ Raymond Delli Colli
Name: Raymond Delli Colli
Title: Vice President

[SIGNATURE PAGE FOR SUPPLEMENTAL INDENTURE FOR 6.750% NOTES]

SUPPLEMENTAL INDENTURE

SUPPLEMENTAL INDENTURE (this “Supplemental Indenture”), dated as of August 3, 2017, among (i) AutoNation, Inc., a Delaware corporation (the “Company”), (ii) AUTO COMPANY 2017-01, INC., AUTO COMPANY 2017-02, INC., AUTO COMPANY 2017-03, INC., AUTO COMPANY 2017-04, INC., AUTO COMPANY 2017-05, INC., AUTO COMPANY 2017-06, INC., AUTO COMPANY 2017-07, INC., AUTO COMPANY 2017-08, INC., AUTO COMPANY 2017-09, INC., AUTO COMPANY 2017-10, INC., AUTO DEALERSHIP 2017-01, LLC, AUTO DEALERSHIP 2017-02, LLC, AUTO DEALERSHIP 2017-03, LLC, AUTO DEALERSHIP 2017-04, LLC, AUTO DEALERSHIP 2017-05, LLC, AUTO DEALERSHIP 2017-06, LLC, AUTO DEALERSHIP 2017-07, LLC, AUTO DEALERSHIP 2017-08, LLC, AUTO DEALERSHIP 2017-09, LLC, AUTO DEALERSHIP 2017-10, LLC, AUTO DEALERSHIP 2017-11, LLC, AUTO DEALERSHIP 2017-12, LLC, AUTO DEALERSHIP 2017-13, LLC, AUTO DEALERSHIP 2017-14, LLC, AUTO DEALERSHIP 2017-15, LLC, AUTO DEALERSHIP 2017-16, LLC, AUTO DEALERSHIP 2017-17, LLC, AUTO DEALERSHIP 2017-18, LLC, AUTO DEALERSHIP 2017-19, LLC, AUTO DEALERSHIP 2017-20, LLC, AUTO DEALERSHIP 2017-21, LLC, AUTO DEALERSHIP 2017-22, LLC, AUTO DEALERSHIP 2017-23, LLC, AUTO DEALERSHIP 2017-24, LLC, AUTO DEALERSHIP 2017-25, LLC, AUTO DEALERSHIP 2017-26, LLC, AUTO DEALERSHIP 2017-27, LLC, AUTO DEALERSHIP 2017-28, LLC, AUTO DEALERSHIP 2017-29, LLC, AUTO DEALERSHIP 2017-30, LLC (each a “Guaranteeing Subsidiary” and together, the “Guaranteeing Subsidiaries”), each an indirect subsidiary of the Company (or its permitted successor), and (iii) Wells Fargo Bank, National Association, as trustee under the indenture referred to below (the “Trustee”).

WITNESSETH

WHEREAS, the Company and the Guarantors named therein have heretofore executed and delivered to the Trustee the Indenture, dated as of April 14, 2010 (the “Base Indenture”), as supplemented by that Supplemental Indenture dated as of February 1, 2012 (the “February 2012 Supplemental Indenture”), that Supplemental Indenture dated as of March 7, 2012 (the “2012 Supplemental Indenture”), that Supplemental Indenture dated as of February 6, 2014 (the “2014 Supplemental Indenture”), that Supplemental Indenture dated as of February 29, 2016 (the “2016 Supplemental Indenture”) and that Supplemental Indenture dated as of July 29, 2016 (together with the 2016 Supplemental Indenture, the 2014 Supplemental Indenture, the 2012 Supplemental Indenture, the February 2012 Supplemental Indenture and the Base Indenture, the “Indenture”), providing for the issuance of 5.500% Senior Notes due 2020 (the “Notes”);

WHEREAS, the Indenture provides that the Guaranteeing Subsidiaries shall execute and deliver to the Trustee a supplemental indenture pursuant to which the Guaranteeing Subsidiaries shall unconditionally guarantee all of the Company’s obligations under the Notes and the Indenture on the terms and conditions set forth herein (the “Guarantee”);

WHEREAS, this Supplemental Indenture has not resulted in a material modification of the notes previously issued under the Indenture for Foreign Account Tax Compliance Act (FATCA) purposes; and

WHEREAS, pursuant to Section 8.01 of the February 2012 Supplemental Indenture, the Trustee is authorized to execute and deliver this Supplemental Indenture.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Company, the Guaranteeing Subsidiaries and the Trustee mutually covenant and agree for the equal and ratable benefit of the Holders of the Notes as follows:

1. Capitalized Terms. Capitalized terms used herein without definition shall have the meanings assigned to them in the Indenture.
2. Agreement to Guarantee. Each Guaranteeing Subsidiary hereby agrees as follows:
 - (a) To jointly and severally Guarantee to each Holder of a Note authenticated and delivered by the Trustee and to the Trustee and its successors and assigns, irrespective of the validity and enforceability of the Indenture, the Notes or the obligations of the Company hereunder or thereunder, that:
 - (i) the principal of and interest on the Notes shall be promptly paid by the Company in full when due, whether at maturity, by acceleration, redemption or otherwise, and interest on the overdue principal of and interest on the Notes, if any, if lawful, and all other obligations of the Company to the Holders or the Trustee hereunder or thereunder shall be promptly paid by the Company in full or performed by the Company, all in accordance with the terms hereof and thereof; and
 - (ii) in case of any extension of time of payment or renewal of any Notes or any of such other obligations, that same shall be promptly paid by the Company in full when due or performed by the Company in accordance with the terms of the extension or renewal, whether at stated maturity, by acceleration or otherwise. Failing payment when due by the Company of any amount so guaranteed or any performance so guaranteed which failure continues for three days after demand therefor is made to the Company for whatever reason, the Guarantors shall be jointly and severally obligated to pay the same immediately. Each Guarantor agrees that this is a guarantee of payment and not a guarantee of collection.
 - (b) The obligations hereunder shall be unconditional, irrespective of the validity, regularity or enforceability of the Notes or the Indenture, the absence of any action to enforce the same, any waiver or consent by any Holder of the Notes with respect to any provisions hereof or thereof, the recovery of any judgment against the Company, any action to enforce the same or any other circumstance which might otherwise constitute a legal or equitable discharge or defense of a Guarantor.
 - (c) The following is hereby waived: diligence, presentment, demand of payment (except as specifically provided in (a) above), filing of claims with a court in the event of insolvency or bankruptcy of the Company, any right to require a proceeding first against the Company, protest, notice and all demands (except as specifically provided in (a) above) whatsoever.
 - (d) This Guarantee shall not be discharged except by complete performance of the obligations contained in the Notes and the Indenture. Each Guarantor also expressly waives, without any requirement of any notice to or further assent by such Guarantor, to the fullest extent permitted by applicable law, the benefit of all principles or provisions of applicable law which are or might be in conflict with the terms hereof, including, without limitation, Section 10-7-23 and Section 10-7-24 of the Official Code of Georgia Annotated.

- (e) If any Holder or the Trustee is required by any court or otherwise to return to the Company, the Guarantors, or any Custodian, Trustee, liquidator or other similar official acting in relation to either the Company or the Guarantors, any amount paid by either to the Trustee or such Holder, this Guarantee, to the extent theretofore discharged, shall be reinstated in full force and effect.
- (f) The Guaranteeing Subsidiary shall not be entitled to any right of subrogation in relation to the Holders in respect of any obligations guaranteed hereby until payment in full of all obligations guaranteed hereby.
- (g) As between the Guarantors, on the one hand, and the Holders and the Trustee, on the other hand, (x) the maturity of the obligations guaranteed hereby may be accelerated as provided in Article VII of the Base Indenture for the purposes of this Guarantee, notwithstanding any stay, injunction or other prohibition preventing such acceleration in respect of the obligations guaranteed hereby, and (y) in the event of any declaration of acceleration of such obligations as provided in Article VII of the Base Indenture, such obligations (whether or not due and payable) shall forthwith become due and payable by the Guarantors for the purpose of this Guarantee, failing payment when due by the Company which failure continues for three days after demand therefor is made to the Company.
- (h) The Guarantors shall have the right to seek contribution from any non-paying Guarantor so long as the exercise of such right does not impair the rights of the Holders under the Guarantee.

3. Guaranteeing Subsidiary May Consolidate, Etc. on Certain Terms. Each Guaranteeing Subsidiary agrees that, unless its Guarantee is being concurrently released in conformity with Section 9.04 of the February 2012 Supplemental Indenture, it may not consolidate with or merge with or into any Person other than the Company or any other Guarantor unless (a) such Guaranteeing Subsidiary will be the surviving corporation or the Person formed by or surviving any such consolidation or merger (if other than the Guarantor) is a corporation organized and existing under the laws of the United States of America, any State thereof or the District of Columbia and such Person assumes by supplemental indenture all of the obligations of such Guaranteeing Subsidiary on its Guarantee and (b) immediately after giving effect to such transaction, no Default or Event of Default shall have occurred and be continuing.

4. Execution and Delivery. Each Guaranteeing Subsidiary agrees that the Guarantees shall remain in full force and effect notwithstanding any failure to endorse on each Note a notation of such Guarantee.

5. Releases. The Guarantee of a Guaranteeing Subsidiary shall be released in accordance with the provisions set forth in the Indenture, including, without limitation, Section 9.04 of the February 2012 Supplemental Indenture. The Trustee, at the expense and written direction of the Company, will execute proper instruments acknowledging the termination of such Subsidiary Guarantee as reasonably required by the representative of such Guarantor. Any Guarantor not released from its obligations under its Guarantee shall remain liable for the full amount of principal of and interest on the Notes and for the other obligations of any Guarantor under the Indenture as provided in Article IX of the February 2012 Supplemental Indenture.

6. No Recourse Against Others. No director, officer, employee, incorporator, stockholder or agent of a Guaranteeing Subsidiary, as such, shall have any liability for any obligations of the Company or any Guaranteeing Subsidiary under the Notes, the Indenture, any Guarantees or this Supplemental Indenture or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each Holder of Notes by accepting a Note waives and releases all such liability. The waiver and release are part of the consideration for issuance of the Notes. Such waiver may not be effective to waive liabilities under the federal securities laws.

7. New York Law to Govern. THE INTERNAL LAW OF THE STATE OF NEW YORK SHALL GOVERN AND BE USED TO CONSTRUE THIS SUPPLEMENTAL INDENTURE.

8. Waiver of Jury Trial. The Company, the Guaranteeing Subsidiaries and the Trustee each hereby irrevocably waives, to the fullest extent permitted by applicable law, any and all right it may have to a trial by jury in respect of any suit, action, or other proceeding arising out of or relating to this Supplemental Indenture, the Guarantee of a Guaranteeing Subsidiary or the transactions contemplated hereby.

9. Counterparts. The parties may sign any number of copies of this Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement. The exchange of copies of this Supplemental Indenture and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Supplemental Indenture as to the parties hereto and may be used in lieu of the original Supplemental Indenture for all purposes. Signatures of the parties hereto transmitted by facsimile or PDF shall be deemed to be their original signatures for all purposes.

10. Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

11. The Trustee. The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity, legality or sufficiency of this Supplemental Indenture or for or in respect of the recitals contained herein, all of which recitals are made solely by the Guaranteeing Subsidiaries and the Company.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed and attested, all as of the date first above written.

AUTO COMPANY 2017-01, INC.
AUTO COMPANY 2017-02, INC.
AUTO COMPANY 2017-03, INC.
AUTO COMPANY 2017-04, INC.
AUTO COMPANY 2017-05, INC.
AUTO COMPANY 2017-06, INC.
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AUTO DEALERSHIP 2017-11, LLC
AUTO DEALERSHIP 2017-12, LLC
AUTO DEALERSHIP 2017-13, LLC
AUTO DEALERSHIP 2017-14, LLC
AUTO DEALERSHIP 2017-15, LLC
AUTO DEALERSHIP 2017-16, LLC
AUTO DEALERSHIP 2017-17, LLC
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AUTO DEALERSHIP 2017-28, LLC
AUTO DEALERSHIP 2017-29, LLC
AUTO DEALERSHIP 2017-30, LLC

By: /s/ C. Coleman Edmunds
Name: C. Coleman Edmunds
Title: President

[SIGNATURE PAGE FOR SUPPLEMENTAL INDENTURE FOR 5.500% NOTES]

AUTONATION, INC.

By: /s/ C. Coleman Edmunds

Name: C. Coleman Edmunds

Title: Executive Vice President, General
Counsel and Corporate Secretary

ATTEST:

By: /s/ Thomas J. Mila

Name: Thomas J. Mila

Title: Vice President, Corporate Law
and Assistant Secretary

[SIGNATURE PAGE FOR SUPPLEMENTAL INDENTURE FOR 5.500% NOTES]

WELLS FARGO BANK, NATIONAL
ASSOCIATION, As Trustee

By: /s/ Raymond Delli Colli
Name: Raymond Delli Colli
Title: Vice President

[SIGNATURE PAGE FOR SUPPLEMENTAL INDENTURE FOR 5.500% NOTES]

SUPPLEMENTAL INDENTURE

SUPPLEMENTAL INDENTURE (this “Supplemental Indenture”), dated as of August 3, 2017, among (i) AutoNation, Inc., a Delaware corporation (the “Company”), (ii) AUTO COMPANY 2017-01, INC., AUTO COMPANY 2017-02, INC., AUTO COMPANY 2017-03, INC., AUTO COMPANY 2017-04, INC., AUTO COMPANY 2017-05, INC., AUTO COMPANY 2017-06, INC., AUTO COMPANY 2017-07, INC., AUTO COMPANY 2017-08, INC., AUTO COMPANY 2017-09, INC., AUTO COMPANY 2017-10, INC., AUTO DEALERSHIP 2017-01, LLC, AUTO DEALERSHIP 2017-02, LLC, AUTO DEALERSHIP 2017-03, LLC, AUTO DEALERSHIP 2017-04, LLC, AUTO DEALERSHIP 2017-05, LLC, AUTO DEALERSHIP 2017-06, LLC, AUTO DEALERSHIP 2017-07, LLC, AUTO DEALERSHIP 2017-08, LLC, AUTO DEALERSHIP 2017-09, LLC, AUTO DEALERSHIP 2017-10, LLC, AUTO DEALERSHIP 2017-11, LLC, AUTO DEALERSHIP 2017-12, LLC, AUTO DEALERSHIP 2017-13, LLC, AUTO DEALERSHIP 2017-14, LLC, AUTO DEALERSHIP 2017-15, LLC, AUTO DEALERSHIP 2017-16, LLC, AUTO DEALERSHIP 2017-17, LLC, AUTO DEALERSHIP 2017-18, LLC, AUTO DEALERSHIP 2017-19, LLC, AUTO DEALERSHIP 2017-20, LLC, AUTO DEALERSHIP 2017-21, LLC, AUTO DEALERSHIP 2017-22, LLC, AUTO DEALERSHIP 2017-23, LLC, AUTO DEALERSHIP 2017-24, LLC, AUTO DEALERSHIP 2017-25, LLC, AUTO DEALERSHIP 2017-26, LLC, AUTO DEALERSHIP 2017-27, LLC, AUTO DEALERSHIP 2017-28, LLC, AUTO DEALERSHIP 2017-29, LLC, AUTO DEALERSHIP 2017-30, LLC (each a “Guaranteeing Subsidiary” and together, the “Guaranteeing Subsidiaries”), each an indirect subsidiary of the Company (or its permitted successor), and (iii) Wells Fargo Bank, National Association, as trustee under the indenture referred to below (the “Trustee”).

WITNESSETH

WHEREAS, the Company and the Guarantors named therein have heretofore executed and delivered to the Trustee the Indenture, dated as of April 14, 2010 (the “Base Indenture”), as supplemented by that Supplemental Indenture dated as of September 21, 2015 (the “2015 Supplemental Indenture”), that Supplemental Indenture dated as of February 29, 2016 (the “2016 Supplemental Indenture”) and that Supplemental Indenture dated as of July 29, 2016 (together with the 2015 Supplemental Indenture, the 2016 Supplemental Indenture and the Base Indenture, the “Indenture”), providing for the issuance of 3.350% Senior Notes due 2021 (the “Notes”);

WHEREAS, the Indenture provides that the Guaranteeing Subsidiaries shall execute and deliver to the Trustee a supplemental indenture pursuant to which the Guaranteeing Subsidiaries shall unconditionally guarantee all of the Company’s obligations under the Notes and the Indenture on the terms and conditions set forth herein (the “Guarantee”);

WHEREAS, this Supplemental Indenture has not resulted in a material modification of the notes previously issued under the Indenture for Foreign Account Tax Compliance Act (FATCA) purposes; and

WHEREAS, pursuant to Section 8.01 of the 2015 Supplemental Indenture, the Trustee is authorized to execute and deliver this Supplemental Indenture.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Company, the Guaranteeing Subsidiaries and the Trustee mutually covenant and agree for the equal and ratable benefit of the Holders of the Notes as follows:

1. Capitalized Terms. Capitalized terms used herein without definition shall have the meanings assigned to them in the Indenture.
2. Agreement to Guarantee. Each Guaranteeing Subsidiary hereby agrees as follows:
 - (a) To jointly and severally Guarantee to each Holder of a Note authenticated and delivered by the Trustee and to the Trustee and its successors and assigns, irrespective of the validity and enforceability of the Indenture, the Notes or the obligations of the Company hereunder or thereunder, that:
 - (i) the principal of and interest on the Notes shall be promptly paid by the Company in full when due, whether at maturity, by acceleration, redemption or otherwise, and interest on the overdue principal of and interest on the Notes, if any, if lawful, and all other obligations of the Company to the Holders or the Trustee hereunder or thereunder shall be promptly paid by the Company in full or performed by the Company, all in accordance with the terms hereof and thereof; and
 - (ii) in case of any extension of time of payment or renewal of any Notes or any of such other obligations, that same shall be promptly paid by the Company in full when due or performed by the Company in accordance with the terms of the extension or renewal, whether at stated maturity, by acceleration or otherwise. Failing payment when due by the Company of any amount so guaranteed or any performance so guaranteed which failure continues for three days after demand therefor is made to the Company for whatever reason, the Guarantors shall be jointly and severally obligated to pay the same immediately. Each Guarantor agrees that this is a guarantee of payment and not a guarantee of collection.
 - (b) The obligations hereunder shall be unconditional, irrespective of the validity, regularity or enforceability of the Notes or the Indenture, the absence of any action to enforce the same, any waiver or consent by any Holder of the Notes with respect to any provisions hereof or thereof, the recovery of any judgment against the Company, any action to enforce the same or any other circumstance which might otherwise constitute a legal or equitable discharge or defense of a Guarantor.
 - (c) The following is hereby waived: diligence, presentment, demand of payment (except as specifically provided in (a) above), filing of claims with a court in the event of insolvency or bankruptcy of the Company, any right to require a proceeding first against the Company, protest, notice and all demands (except as specifically provided in (a) above) whatsoever.
 - (d) This Guarantee shall not be discharged except by complete performance of the obligations contained in the Notes and the Indenture. Each Guarantor also expressly waives, without any requirement of any notice to or further assent by such Guarantor, to the fullest extent permitted by applicable law, the benefit of all principles or provisions of applicable law which are or might be in conflict with the terms hereof, including, without limitation, Section 10-7-23 and Section 10-7-24 of the Official Code of Georgia Annotated.
 - (e) If any Holder or the Trustee is required by any court or otherwise to return to the Company, the Guarantors, or any Custodian, Trustee, liquidator

or other similar official acting in relation to either the Company or the Guarantors, any amount paid by either to the Trustee or such Holder, this Guarantee, to the extent theretofore discharged, shall be reinstated in full force and effect.

- (f) The Guaranteeing Subsidiary shall not be entitled to any right of subrogation in relation to the Holders in respect of any obligations guaranteed hereby until payment in full of all obligations guaranteed hereby.
- (g) As between the Guarantors, on the one hand, and the Holders and the Trustee, on the other hand, (x) the maturity of the obligations guaranteed hereby may be accelerated as provided in Article VII of the Base Indenture for the purposes of this Guarantee, notwithstanding any stay, injunction or other prohibition preventing such acceleration in respect of the obligations guaranteed hereby, and (y) in the event of any declaration of acceleration of such obligations as provided in Article VII of the Base Indenture, such obligations (whether or not due and payable) shall forthwith become due and payable by the Guarantors for the purpose of this Guarantee, failing payment when due by the Company which failure continues for three days after demand therefor is made to the Company.
- (h) The Guarantors shall have the right to seek contribution from any non-paying Guarantor so long as the exercise of such right does not impair the rights of the Holders under the Guarantee.

3. Guaranteeing Subsidiary May Consolidate, Etc. on Certain Terms. Each Guaranteeing Subsidiary agrees that, unless its Guarantee is being concurrently released in conformity with Section 9.04 of the 2015 Supplemental Indenture, it may not consolidate with or merge with or into any Person other than the Company or any other Guarantor unless (a) such Guaranteeing Subsidiary will be the surviving corporation or the Person formed by or surviving any such consolidation or merger (if other than the Guarantor) is a corporation organized and existing under the laws of the United States of America, any State thereof or the District of Columbia and such Person assumes by supplemental indenture all of the obligations of such Guaranteeing Subsidiary on its Guarantee and (b) immediately after giving effect to such transaction, no Default or Event of Default shall have occurred and be continuing.

4. Execution and Delivery. Each Guaranteeing Subsidiary agrees that the Guarantees shall remain in full force and effect notwithstanding any failure to endorse on each Note a notation of such Guarantee.

5. Releases. The Guarantee of a Guaranteeing Subsidiary shall be released in accordance with the provisions set forth in the Indenture, including, without limitation, Section 9.04 of the 2015 Supplemental Indenture. The Trustee, at the expense and written direction of the Company, will execute proper instruments acknowledging the termination of such Subsidiary Guarantee as reasonably required by the representative of such Guarantor. Any Guarantor not released from its obligations under its Guarantee shall remain liable for the full amount of principal of and interest on the Notes and for the other obligations of any Guarantor under the Indenture as provided in Article IX of the 2015 Supplemental Indenture.

6. No Recourse Against Others. No director, officer, employee, incorporator, stockholder or agent of a Guaranteeing Subsidiary, as such, shall have any liability for any obligations of the Company or any Guaranteeing Subsidiary under the Notes, the Indenture, any Guarantees or this Supplemental Indenture or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each Holder of Notes by accepting a Note waives and releases all such liability. The waiver and release are part of the consideration for issuance of the Notes. Such waiver may not be effective to waive liabilities under the federal securities laws.

7. New York Law to Govern. THE INTERNAL LAW OF THE STATE OF NEW YORK SHALL GOVERN AND BE USED TO CONSTRUE THIS SUPPLEMENTAL INDENTURE.

8. Waiver of Jury Trial. The Company, the Guaranteeing Subsidiaries and the Trustee each hereby irrevocably waives, to the fullest extent permitted by applicable law, any and all right it may have to a trial by jury in respect of any suit, action, or other proceeding arising out of or relating to this Supplemental Indenture, the Guarantee of a Guaranteeing Subsidiary or the transactions contemplated hereby.

9. Counterparts. The parties may sign any number of copies of this Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement. The exchange of copies of this Supplemental Indenture and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Supplemental Indenture as to the parties hereto and may be used in lieu of the original Supplemental Indenture for all purposes. Signatures of the parties hereto transmitted by facsimile or PDF shall be deemed to be their original signatures for all purposes.

10. Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

11. The Trustee. The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity, legality or sufficiency of this Supplemental Indenture or for or in respect of the recitals contained herein, all of which recitals are made solely by the Guaranteeing Subsidiaries and the Company.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed and attested, all as of the date first above written.

AUTO COMPANY 2017-01, INC.
AUTO COMPANY 2017-02, INC.
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AUTO DEALERSHIP 2017-28, LLC
AUTO DEALERSHIP 2017-29, LLC
AUTO DEALERSHIP 2017-30, LLC

By: /s/ C. Coleman Edmunds
Name: C. Coleman Edmunds
Title: President

[SIGNATURE PAGE FOR SUPPLEMENTAL INDENTURE FOR 3.350% NOTES]

AUTONATION, INC.

By: /s/ C. Coleman Edmunds
Name: C. Coleman Edmunds
Title: Executive Vice President, General
Counsel and Corporate Secretary

ATTEST:

By: /s/ Thomas J. Mila
Name: Thomas J. Mila
Title: Vice President, Corporate Law
and Assistant Secretary

[SIGNATURE PAGE FOR SUPPLEMENTAL INDENTURE FOR 3.350% NOTES]

WELLS FARGO BANK, NATIONAL
ASSOCIATION, As Trustee

By: /s/ Raymond Delli Colli
Name: Raymond Delli Colli
Title: Vice President

[SIGNATURE PAGE FOR SUPPLEMENTAL INDENTURE FOR 3.350% NOTES]

SUPPLEMENTAL INDENTURE

SUPPLEMENTAL INDENTURE (this “Supplemental Indenture”), dated as of August 3, 2017, among (i) AutoNation, Inc., a Delaware corporation (the “Company”), (ii) AUTO COMPANY 2017-01, INC., AUTO COMPANY 2017-02, INC., AUTO COMPANY 2017-03, INC., AUTO COMPANY 2017-04, INC., AUTO COMPANY 2017-05, INC., AUTO COMPANY 2017-06, INC., AUTO COMPANY 2017-07, INC., AUTO COMPANY 2017-08, INC., AUTO COMPANY 2017-09, INC., AUTO COMPANY 2017-10, INC., AUTO DEALERSHIP 2017-01, LLC, AUTO DEALERSHIP 2017-02, LLC, AUTO DEALERSHIP 2017-03, LLC, AUTO DEALERSHIP 2017-04, LLC, AUTO DEALERSHIP 2017-05, LLC, AUTO DEALERSHIP 2017-06, LLC, AUTO DEALERSHIP 2017-07, LLC, AUTO DEALERSHIP 2017-08, LLC, AUTO DEALERSHIP 2017-09, LLC, AUTO DEALERSHIP 2017-10, LLC, AUTO DEALERSHIP 2017-11, LLC, AUTO DEALERSHIP 2017-12, LLC, AUTO DEALERSHIP 2017-13, LLC, AUTO DEALERSHIP 2017-14, LLC, AUTO DEALERSHIP 2017-15, LLC, AUTO DEALERSHIP 2017-16, LLC, AUTO DEALERSHIP 2017-17, LLC, AUTO DEALERSHIP 2017-18, LLC, AUTO DEALERSHIP 2017-19, LLC, AUTO DEALERSHIP 2017-20, LLC, AUTO DEALERSHIP 2017-21, LLC, AUTO DEALERSHIP 2017-22, LLC, AUTO DEALERSHIP 2017-23, LLC, AUTO DEALERSHIP 2017-24, LLC, AUTO DEALERSHIP 2017-25, LLC, AUTO DEALERSHIP 2017-26, LLC, AUTO DEALERSHIP 2017-27, LLC, AUTO DEALERSHIP 2017-28, LLC, AUTO DEALERSHIP 2017-29, LLC, AUTO DEALERSHIP 2017-30, LLC (each a “Guaranteeing Subsidiary” and together, the “Guaranteeing Subsidiaries”), each an indirect subsidiary of the Company (or its permitted successor), and (iii) Wells Fargo Bank, National Association, as trustee under the indenture referred to below (the “Trustee”).

WITNESSETH

WHEREAS, the Company and the Guarantors named therein have heretofore executed and delivered to the Trustee the Indenture, dated as of April 14, 2010 (the “Base Indenture”), as supplemented by that Supplemental Indenture dated as of September 21, 2015 (the “2015 Supplemental Indenture”), that Supplemental Indenture dated as of February 29, 2016 (the “2016 Supplemental Indenture”) and that Supplemental Indenture dated as of July 29, 2016 (together with the 2015 Supplemental Indenture, the 2016 Supplemental Indenture and the Base Indenture, the “Indenture”), providing for the issuance of 4.500% Senior Notes due 2025 (the “Notes”);

WHEREAS, the Indenture provides that the Guaranteeing Subsidiaries shall execute and deliver to the Trustee a supplemental indenture pursuant to which the Guaranteeing Subsidiaries shall unconditionally guarantee all of the Company’s obligations under the Notes and the Indenture on the terms and conditions set forth herein (the “Guarantee”);

WHEREAS, this Supplemental Indenture has not resulted in a material modification of the notes previously issued under the Indenture for Foreign Account Tax Compliance Act (FATCA) purposes; and

WHEREAS, pursuant to Section 8.01 of the 2015 Supplemental Indenture, the Trustee is authorized to execute and deliver this Supplemental Indenture.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Company, the Guaranteeing Subsidiaries and the Trustee mutually covenant and agree for the equal and ratable benefit of the Holders of the Notes as follows:

1. Capitalized Terms. Capitalized terms used herein without definition shall have the meanings assigned to them in the Indenture.
2. Agreement to Guarantee. Each Guaranteeing Subsidiary hereby agrees as follows:
 - (a) To jointly and severally Guarantee to each Holder of a Note authenticated and delivered by the Trustee and to the Trustee and its successors and assigns, irrespective of the validity and enforceability of the Indenture, the Notes or the obligations of the Company hereunder or thereunder, that:
 - (i) the principal of and interest on the Notes shall be promptly paid by the Company in full when due, whether at maturity, by acceleration, redemption or otherwise, and interest on the overdue principal of and interest on the Notes, if any, if lawful, and all other obligations of the Company to the Holders or the Trustee hereunder or thereunder shall be promptly paid by the Company in full or performed by the Company, all in accordance with the terms hereof and thereof; and
 - (ii) in case of any extension of time of payment or renewal of any Notes or any of such other obligations, that same shall be promptly paid by the Company in full when due or performed by the Company in accordance with the terms of the extension or renewal, whether at stated maturity, by acceleration or otherwise. Failing payment when due by the Company of any amount so guaranteed or any performance so guaranteed which failure continues for three days after demand therefor is made to the Company for whatever reason, the Guarantors shall be jointly and severally obligated to pay the same immediately. Each Guarantor agrees that this is a guarantee of payment and not a guarantee of collection.
 - (b) The obligations hereunder shall be unconditional, irrespective of the validity, regularity or enforceability of the Notes or the Indenture, the absence of any action to enforce the same, any waiver or consent by any Holder of the Notes with respect to any provisions hereof or thereof, the recovery of any judgment against the Company, any action to enforce the same or any other circumstance which might otherwise constitute a legal or equitable discharge or defense of a Guarantor.
 - (c) The following is hereby waived: diligence, presentment, demand of payment (except as specifically provided in (a) above), filing of claims with a court in the event of insolvency or bankruptcy of the Company, any right to require a proceeding first against the Company, protest, notice and all demands (except as specifically provided in (a) above) whatsoever.
 - (d) This Guarantee shall not be discharged except by complete performance of the obligations contained in the Notes and the Indenture. Each Guarantor also expressly waives, without any requirement of any notice to or further assent by such Guarantor, to the fullest extent permitted by applicable law, the benefit of all principles or provisions of applicable law which are or might be in conflict with the terms hereof, including, without limitation, Section 10-7-23 and Section 10-7-24 of the Official Code of Georgia Annotated.
 - (e) If any Holder or the Trustee is required by any court or otherwise to return to the Company, the Guarantors, or any Custodian, Trustee, liquidator

or other similar official acting in relation to either the Company or the Guarantors, any amount paid by either to the Trustee or such Holder, this Guarantee, to the extent theretofore discharged, shall be reinstated in full force and effect.

- (f) The Guaranteeing Subsidiary shall not be entitled to any right of subrogation in relation to the Holders in respect of any obligations guaranteed hereby until payment in full of all obligations guaranteed hereby.
- (g) As between the Guarantors, on the one hand, and the Holders and the Trustee, on the other hand, (x) the maturity of the obligations guaranteed hereby may be accelerated as provided in Article VII of the Base Indenture for the purposes of this Guarantee, notwithstanding any stay, injunction or other prohibition preventing such acceleration in respect of the obligations guaranteed hereby, and (y) in the event of any declaration of acceleration of such obligations as provided in Article VII of the Base Indenture, such obligations (whether or not due and payable) shall forthwith become due and payable by the Guarantors for the purpose of this Guarantee, failing payment when due by the Company which failure continues for three days after demand therefor is made to the Company.
- (h) The Guarantors shall have the right to seek contribution from any non-paying Guarantor so long as the exercise of such right does not impair the rights of the Holders under the Guarantee.

3. Guaranteeing Subsidiary May Consolidate, Etc. on Certain Terms. Each Guaranteeing Subsidiary agrees that, unless its Guarantee is being concurrently released in conformity with Section 9.04 of the 2015 Supplemental Indenture, it may not consolidate with or merge with or into any Person other than the Company or any other Guarantor unless (a) such Guaranteeing Subsidiary will be the surviving corporation or the Person formed by or surviving any such consolidation or merger (if other than the Guarantor) is a corporation organized and existing under the laws of the United States of America, any State thereof or the District of Columbia and such Person assumes by supplemental indenture all of the obligations of such Guaranteeing Subsidiary on its Guarantee and (b) immediately after giving effect to such transaction, no Default or Event of Default shall have occurred and be continuing.

4. Execution and Delivery. Each Guaranteeing Subsidiary agrees that the Guarantees shall remain in full force and effect notwithstanding any failure to endorse on each Note a notation of such Guarantee.

5. Releases. The Guarantee of a Guaranteeing Subsidiary shall be released in accordance with the provisions set forth in the Indenture, including, without limitation, Section 9.04 of the 2015 Supplemental Indenture. The Trustee, at the expense and written direction of the Company, will execute proper instruments acknowledging the termination of such Subsidiary Guarantee as reasonably required by the representative of such Guarantor. Any Guarantor not released from its obligations under its Guarantee shall remain liable for the full amount of principal of and interest on the Notes and for the other obligations of any Guarantor under the Indenture as provided in Article IX of the 2015 Supplemental Indenture.

6. No Recourse Against Others. No director, officer, employee, incorporator, stockholder or agent of a Guaranteeing Subsidiary, as such, shall have any liability for any obligations of the Company or any Guaranteeing Subsidiary under the Notes, the Indenture, any Guarantees or this Supplemental Indenture or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each Holder of Notes by accepting a Note waives and releases all such liability. The waiver and release are part of the consideration for issuance of the Notes. Such waiver may not be effective to waive liabilities under the federal securities laws.

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8. Waiver of Jury Trial. The Company, the Guaranteeing Subsidiaries and the Trustee each hereby irrevocably waives, to the fullest extent permitted by applicable law, any and all right it may have to a trial by jury in respect of any suit, action, or other proceeding arising out of or relating to this Supplemental Indenture, the Guarantee of a Guaranteeing Subsidiary or the transactions contemplated hereby.

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AUTO COMPANY 2017-09, INC.
AUTO COMPANY 2017-10, INC.
AUTO DEALERSHIP 2017-01, LLC
AUTO DEALERSHIP 2017-02, LLC
AUTO DEALERSHIP 2017-03, LLC
AUTO DEALERSHIP 2017-04, LLC
AUTO DEALERSHIP 2017-05, LLC
AUTO DEALERSHIP 2017-06, LLC
AUTO DEALERSHIP 2017-07, LLC
AUTO DEALERSHIP 2017-08, LLC
AUTO DEALERSHIP 2017-09, LLC
AUTO DEALERSHIP 2017-10, LLC
AUTO DEALERSHIP 2017-11, LLC
AUTO DEALERSHIP 2017-12, LLC
AUTO DEALERSHIP 2017-13, LLC
AUTO DEALERSHIP 2017-14, LLC
AUTO DEALERSHIP 2017-15, LLC
AUTO DEALERSHIP 2017-16, LLC
AUTO DEALERSHIP 2017-17, LLC
AUTO DEALERSHIP 2017-18, LLC
AUTO DEALERSHIP 2017-19, LLC
AUTO DEALERSHIP 2017-20, LLC
AUTO DEALERSHIP 2017-21, LLC
AUTO DEALERSHIP 2017-22, LLC
AUTO DEALERSHIP 2017-23, LLC
AUTO DEALERSHIP 2017-24, LLC
AUTO DEALERSHIP 2017-25, LLC
AUTO DEALERSHIP 2017-26, LLC
AUTO DEALERSHIP 2017-27, LLC
AUTO DEALERSHIP 2017-28, LLC
AUTO DEALERSHIP 2017-29, LLC
AUTO DEALERSHIP 2017-30, LLC

By: /s/ C. Coleman Edmunds
Name: C. Coleman Edmunds
Title: President

[SIGNATURE PAGE FOR SUPPLEMENTAL INDENTURE FOR 4.500% NOTES]

AUTONATION, INC.

By: /s/ C. Coleman Edmunds

Name: C. Coleman Edmunds

Title: Executive Vice President, General
Counsel and Corporate Secretary

ATTEST:

By: /s/ Thomas J. Mila

Name: Thomas J. Mila

Title: Vice President, Corporate Law
and Assistant Secretary

[SIGNATURE PAGE FOR SUPPLEMENTAL INDENTURE FOR 4.500% NOTES]

WELLS FARGO BANK, NATIONAL
ASSOCIATION, As Trustee

By: /s/ Raymond Delli Colli
Name: Raymond Delli Colli
Title: Vice President

[SIGNATURE PAGE FOR SUPPLEMENTAL INDENTURE FOR 4.500% NOTES]

CERTIFICATION

I, Michael J. Jackson, certify that:

1. I have reviewed this quarterly report on Form 10-Q of AutoNation, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

/s/ Michael J. Jackson

Michael J. Jackson

Chairman, Chief Executive Officer and President

Date: November 2, 2017

CERTIFICATION

I, Cheryl Miller, certify that:

1. I have reviewed this quarterly report on Form 10-Q of AutoNation, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

/s/ Cheryl Miller

Cheryl Miller

Executive Vice President and Chief Financial Officer

Date: November 2, 2017

**CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report on Form 10-Q of AutoNation, Inc. (the "Company") for the quarter ended September 30, 2017, as filed with the U.S. Securities and Exchange Commission (the "Report"), I, Michael J. Jackson, Chief Executive Officer of the Company, hereby certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to my knowledge:

- (1) the Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and
- (2) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Michael J. Jackson

Michael J. Jackson

Chairman, Chief Executive Officer and President

Date: November 2, 2017

**CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report on Form 10-Q of AutoNation, Inc. (the "Company") for the quarter ended September 30, 2017, as filed with the U.S. Securities and Exchange Commission (the "Report"), I, Cheryl Miller, Executive Vice President and Chief Financial Officer of the Company, hereby certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to my knowledge:

- (1) the Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and
- (2) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Cheryl Miller

Cheryl Miller

Executive Vice President and Chief Financial Officer

Date: November 2, 2017