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

FORM 8-K

**CURRENT REPORT
Pursuant to Section 13 or 15(d)
of the Securities Exchange Act of 1934**

Date of Report (Date of earliest event reported): September 19, 2019

PLAYA HOTELS & RESORTS N.V.
(Exact Name of Registrant as Specified in Charter)

The Netherlands
(State or Other Jurisdiction
of Incorporation)

1-38012
(Commission
File Number)

98-1346104
(I.R.S. Employer
Identification No.)

Prins Bernhardplein 200
1097 JB Amsterdam, the Netherlands
(Address of Principal Executive Offices)

Not Applicable
(Zip Code)

Registrant's telephone number, including area code: Tel: +31 20 571 12 02

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each Class	Trading Symbol(s)	Name of Each Exchange on Which Registered
Ordinary Shares, €0.10 par value	PLYA	NASDAQ

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

Emerging growth company

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

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers*Appointment of Peter Melhado as Interim Non-Executive Director*

On September 19, 2019, Playa Hotels & Resorts N.V. (the “Company”) appointed Peter Melhado to serve as an interim non-executive director of the Company’s Board of Directors (the “Board”) until the Company’s 2020 annual general meeting of stockholders.

Mr. Melhado, 56, currently serves as chairman of Sagicor Group Jamaica Limited (“Sagicor”), a full service Jamaican financial institution offering banking, investments, life & health insurance, pensions, and real estate services. He also serves as President and CEO of ICD Group Holdings Limited, an investment holding company that participates in a diverse group of companies within the Caribbean, North America, South America, Africa and India. Mr. Melhado brings extensive management and investment experience to the Board, including as former Vice President of the Private Sector Organization of Jamaica. Mr. Melhado attained a B.Sc. in Mechanical Engineering from McGill University and an MBA from Columbia University Graduate School of Business, with a major in Finance.

Mr. Melhado will serve on the Nominating and Corporate Governance Committee and Capital Allocation Committee of the Board.

Mr. Melhado was designated to the Board by affiliates of Sagicor, pursuant to the Shareholder Agreement, dated as of May 31, 2018, between the Company and such affiliates of Sagicor. Mr. Melhado succeeds Richard Byles, who, as previously announced, resigned from the Board on June 30, 2019. Mr. Melhado does not have any direct or indirect material interest in any transaction or proposed transaction required to be reported under Item 404(a) of Regulation S-K or Item 5.02(d) of Form 8-K.

Amendment of Employment Agreements

On September 23, 2019, subsidiaries of the Company entered into an Amendment to Executive Employment Agreement (each, an “Amendment”) with each of the following of the Company’s named executive officers: Ryan Hymel, Chief Financial Officer; Alexander Stadlin, Chief Operating Officer; and Kevin Froemming, Chief Commercial Officer. The Amendments amend the Executive Employment Agreements, dated December 28, 2018, with each such named executive officer (the “Employment Agreements”). Each Amendment amends the severance payments payable to each such named executive officer upon termination without Cause or termination for Good Reason within two years following a Change in Control of the Company (as each of those terms is defined in the Employment Agreements), from a payment of one and one-half times the named executive officer’s base salary to two times base salary. There were no other changes to the terms of the previous Employment Agreements.

The summary of the Amendments set forth above does not purport to be complete and is qualified in its entirety by reference to the text of each Amendment, copies of which are filed as Exhibits 10.1–10.3 hereto, and are incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.	Description
10.1	<u>Amendment to Executive Employment Agreement, dated as of September 23, 2019, by and between Playa Resorts Management, LLC, and Ryan Hymel</u>

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- 10.2 [Amendment to Executive Employment Agreement, dated as of September 23, 2019, by and between Playa Management USA, LLC, and Alexander Stadlin](#)
- 10.3 [Amendment to Executive Employment Agreement, dated as of September 23, 2019, by and between Playa Management USA, LLC, and Kevin Froemming](#)

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

PLAYA HOTELS & RESORTS N.V.

Date: September 25, 2019

By: /s/ Ryan Hymel

Ryan Hymel
Chief Financial Officer

AMENDMENT TO EXECUTIVE EMPLOYMENT AGREEMENT

This **AMENDMENT TO EXECUTIVE EMPLOYMENT AGREEMENT** (the “**Amendment**”) is entered into as of September 23, 2019 by and between Playa Resorts Management, LLC, a Delaware limited liability company with an address at 3950 University Drive, Suite 301, Fairfax, Virginia 22030 (“**Playa Resorts**”), and Ryan Hymel (“**Executive**”).

WHEREAS, the Executive and Playa Resorts have previously entered into an Executive Employment Agreement dated December 28, 2018 (the “**Employment Agreement**”); and

WHEREAS, the Executive and Playa Resorts now desire to make an amendment to the Employment Agreement to change the amount of potential severance payments under the Employment Agreement.

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

The reference to “one and one-half (1.5) times Executive’s Base Salary” in Section 6(g)(i) of the Employment Agreement shall be replaced with “two (2.0) times Executive’s Base Salary.”

Except as provided in this Amendment, the Employment Agreement will remain in full force and effect.

[Signatures on the following page]

IN WITNESS WHEREOF, Executive and Playa Resorts have executed this Amendment on the 23rd day of September, 2019.

EXECUTIVE

/s/ Ryan Hymel

Ryan Hymel

PLAYA RESORTS MANAGEMENT, LLC

By: /s/ Bruce D. Wardinski

Bruce D. Wardinski
Its Authorized Representative

AMENDMENT TO EXECUTIVE EMPLOYMENT AGREEMENT

This **AMENDMENT TO EXECUTIVE EMPLOYMENT AGREEMENT** (the “**Amendment**”) is entered into as of September 23, 2019 by and between Playa Management USA, LLC, a Delaware limited liability company with an address at 3950 University Drive, Suite 301, Fairfax, Virginia 22030 (“**Playa Management**”), and Alexander Stadlin (“**Executive**”).

WHEREAS, the Executive and Playa Management have previously entered into an Executive Employment Agreement dated December 28, 2018 (the “**Employment Agreement**”); and

WHEREAS, the Executive and Playa Management now desire to make an amendment to the Employment Agreement to change the amount of potential severance payments under the Employment Agreement.

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

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Except as provided in this Amendment, the Employment Agreement will remain in full force and effect.

[Signatures on the following page]

IN WITNESS WHEREOF, Executive and Playa Management have executed this Amendment on the 23rd day of September, 2019.

EXECUTIVE

/s/ Alexander Stadlin

Alexander Stadlin

PLAYA MANAGEMENT USA, LLC

By: /s/ Bruce D. Wardinski

Bruce D. Wardinski
Its Authorized Representative

AMENDMENT TO EXECUTIVE EMPLOYMENT AGREEMENT

This **AMENDMENT TO EXECUTIVE EMPLOYMENT AGREEMENT** (the “**Amendment**”) is entered into as of September 23, 2019 by and between Playa Management USA, LLC, a Delaware limited liability company with an address at 3950 University Drive, Suite 301, Fairfax, Virginia 22030 (“**Playa Management**”), and Kevin Froemming (“**Executive**”).

WHEREAS, the Executive and Playa Management have previously entered into an Executive Employment Agreement dated December 28, 2018 (the “**Employment Agreement**”); and

WHEREAS, the Executive and Playa Management now desire to make an amendment to the Employment Agreement to change the amount of potential severance payments under the Employment Agreement.

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

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Except as provided in this Amendment, the Employment Agreement will remain in full force and effect.

[Signatures on the following page]

IN WITNESS WHEREOF, Executive and the Company have executed this Amendment on the 23rd day of September, 2019.

EXECUTIVE

/s/ Kevin Froemming
Kevin Froemming

PLAYA MANAGEMENT USA, LLC

By: /s/ Bruce D. Wardinski
Bruce D. Wardinski
Its Authorized Representative