

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: December 10, 2015
(Date of earliest event reported)

UNION BANKSHARES CORPORATION
(Exact name of registrant as specified in its charter)

Virginia
(State or other jurisdiction of
incorporation)

0-20293
(Commission
File Number)

54-1598552
(I.R.S. Employer
Identification No.)

1051 East Cary Street
Suite 1200
Richmond, Virginia 23219
(Address of principal executive offices) (Zip Code)

(804) 633-5031
(Registrant's telephone number, including area code)

(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions ~~see~~ General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

e) Material Compensatory Plan, Contract or Arrangement

On December 10, 2015, the Board of Directors of Union Bankshares Corporation (the “Company”), acting on the recommendation of the Compensation Committee of the Board, approved the Union Bankshares Corporation Executive Severance Plan (the “Plan”), which provides benefits to certain key or critical employees of the Company, including the Company’s named executive officers, but excluding the Chief Executive Officer, in the event of the involuntary termination of employment by the Company without “Cause”. The Plan was adopted to provide these employees (each, an “executive” for purposes of this Report on Form 8-K) with certain benefits in the event of a qualifying termination.

Post-termination benefits for the executives under the Plan consist of:

- a lump sum payment equal to the executive’s annual base salary at the time of termination, plus an amount equal to the executive’s annual incentive bonus paid or payable to the executive for the prior year pro-rated for the then-current calendar year through the termination date;
- a lump sum payment equal to twelve (12) times the Company-paid monthly subsidy for group health and dental plans;
- outplacement services for twelve (12) months provided in accordance with Company guidelines; and
- any earned but unpaid obligations under any other benefit plan of the Company.

Executives must execute and not revoke a Release of Claims and Non-Solicitation Agreement with the Company in the form provided by the Company in order to receive severance pay under the Plan. An executive who is a party to another agreement with the Company which provides severance or severance type benefits upon termination of employment may not receive severance pay under the Plan. In addition, no benefits under the Plan will be paid to the extent duplicative of benefits under other plans or agreements with the Company.

The Company, with the approval of its Board of Directors (or the Compensation Committee of the Board of Directors, in accordance with the Company’s bylaws), has the right to amend, modify or terminate the Plan at any time if it determines that it is necessary or desirable to do so.

The foregoing description of the Plan is qualified in its entirety by reference to the full text of the Plan, which is filed as Exhibit 10.1 hereto and incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

The following exhibits are filed herewith:

Exhibit No.	<u>Description of Exhibit</u>
10.1	Union Bankshares Corporation Executive Severance Plan

SIGNATURES

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

UNION BANKSHARES CORPORATION

By: /s/ Robert M. Gorman
Robert M. Gorman
Executive Vice President
and Chief Financial Officer

Date: December 16, 2015

EXHIBIT INDEX

Exhibit No.

Description of Exhibit

10.1

Union Bankshares Corporation Executive Severance Plan

UNION BANKSHARES CORPORATION
EXECUTIVE SEVERANCE PLAN

SUMMARY PLAN DESCRIPTION
AND PLAN DOCUMENT

This Summary Plan Description sets forth and describes the benefits under the Union Bankshares Corporation Executive Severance Plan (the "Plan"). The terms of the Plan and the Summary Plan Description of the Plan are combined in this single document. Union Bankshares Corporation has established the Plan to provide benefits to certain executives in the event of their termination of employment under certain circumstances as described in the Plan. The Plan is effective January 1, 2016.

1. **Purpose.**

The purpose of the Plan is to assist the Company in recruiting and retaining executives and to provide financial assistance and additional protection to eligible executives of the Company whose employment is terminated under certain circumstances. The Plan is not intended to provide benefits for executives who voluntarily terminate employment or for executives whose employment is terminated because of reasons of death or disability.

2. **Plan Administrator.**

The Company is the Plan Administrator. The Company also has been designated as the Plan's agent for service of legal process. The Company EIN No. is 54-1598552. The Plan number is [to be assigned]. The Plan Year is the calendar year.

The Company may adopt such rules, regulations, and bylaws and make such decisions as it deems necessary or desirable for the proper administration of the Plan. The Company has express sole discretionary authority to resolve disputed questions of fact, to determine eligibility for benefits, to interpret and apply the provisions of the Plan, to resolve any inconsistencies and ambiguities, and to make the final decisions about payment of Plan benefits. All rules and decisions of the Company shall be uniformly and consistently applied to all Participants in similar circumstances. The determinations and interpretations of the Company shall be conclusive and binding upon all persons affected, and there shall be no appeal from any ruling by the Company that is within its authority, except as provided pursuant to Section 7 of the Plan. When making a determination or calculation, the Company shall be entitled to rely upon information furnished by its employees and agents. The Company may delegate any of its duties, rights or responsibilities as Plan Administrator under the Plan to an individual or a committee of its choosing and at its discretion.

3. **Definitions.**

In addition to the words and phrases defined in other sections of the Plan, the following words and phrases shall be defined as follows for purposes of the Plan.

- (a) Cause. Only the following shall constitute cause as it relates to a termination of employment covered under the Plan.
- (i) willful failure to perform any of the duties and responsibilities required of a position (other than by reason of disability) or willful failure to follow reasonable instructions or policies of the Company, after being advised in writing of such failure and being given a reasonable opportunity and period (as determined by the Company) to remedy such failure;
 - (ii) breach of fiduciary duties owed to the Company;
 - (iii) conviction of or entering of a guilty plea or a plea of no contest with respect to a felony or a crime of moral turpitude or commission of an act of misappropriation or embezzlement of funds or property of the Company;
 - (iv) the breach of a material term of the Plan or violation in any material respect of any code or standard of conduct generally applicable to employees of the Company, after being advised in writing of such breach or violation and being given a reasonable opportunity and period (as determined by the Company) to remedy such breach or violation;
 - (v) fraud or dishonesty with respect to Company; or
 - (vi) the willful engaging in conduct that, if it became known by any regulatory or governmental agency or the public, is reasonably likely to result in material injury to the Company, monetarily or otherwise.
- (b) COBRA Rights. The right to elect health care continuation coverage under the Company's health insurance plan in accordance with the provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985 and regulations thereunder.
- (c) Company. Union Bankshares Corporation and any of its affiliates unless the context clearly indicates otherwise.
- (d) Effective Date. January 1, 2016 or, if later, the date at which an Executive is listed on Schedule A to the Plan.
- (e) Executive. A person employed by the Company in a key or critical position as recommended by the Chief Executive Officer and approved by the Compensation Committee of the Board of Directors of the Company and listed in Schedule A to the Plan, provided that such Schedule A may be amended from time to time by the Compensation Committee of the Board of Directors to add or remove positions in accordance with Section 8 of the Plan.

- (f) Participant. An Executive who is eligible to receive Severance Pay under Section 4 of the Plan.
- (g) Severance Pay. Payments made to a Participant under Section 5 of the Plan for periods beyond termination of employment.

4. **Eligibility**.

The Plan makes Severance Pay available only to Executives whose employment with the Company is involuntarily terminated without Cause as set forth in Section 4(a) below, subject to the exceptions set forth in Section 4(b) below and any other limitations set forth in the Plan, as determined by the Plan Administrator in its sole discretion.

- (a) Termination Without Cause. Employment is terminated by the Company at any time without Cause. In the event of termination without Cause, the Executive shall become a Participant and shall be entitled to the Severance Pay specified in Section 5 of the Plan, subject to the satisfaction of the requirements set forth in Section 5.
- (b) No Eligibility. Notwithstanding the above, Severance Pay will not be paid under the Plan to an Executive: (i) who is involuntarily terminated following his refusal of an offer of reassignment with the Company to another job or position that is reasonably comparable to the Executive's prior position, as determined by the Company, at a location that is within thirty-five (35) miles of the Participant's prior position; or (ii) who voluntarily terminates employment for any reason; or (iii) whose employment is terminated due to his death or disability; or (iv) who is a party to an agreement with the Company which provides severance or severance type benefits upon a termination of employment. In no event shall an Executive be entitled to duplicate benefits in connection with a termination of employment. For example, an Executive who is eligible to receive benefits under the Plan will not be eligible to receive severance pay under the Union Bankshares Corporation Severance Pay Plan as in effect as of January 1, 2009 and as amended from time to time. The obligation of the Company to make payments under the Plan shall be expressly conditioned upon the Executive not receiving duplicate benefits.

5. **Severance Pay**.

A Participant whose employment terminates under circumstances described in Section 4(a) of the Plan shall be entitled to receive the following Severance Pay, subject to the requirements of Section 5(f) and 5(g) below.

- (a) Lump Sum Severance Payment. The Participant will be paid in one lump sum within sixty (60) days of the Participant's termination of employment an amount equal to (i) the Participant's annualized base salary in effect on the date of termination, plus (ii) the product of the annual incentive bonus paid or payable, including by reason of deferral, for the most recently completed year (or, if an incentive payment was not paid because an incentive plan was not yet in place, an amount approved by the Compensation Committee) and a fraction, the numerator of which is the number of days in the current year through the date of termination of employment and the denominator of which is 365.

- (b) Lump Sum COBRA Payment. If COBRA Rights are timely exercised, current group health and dental plan coverage will continue provided the Participant makes the required premium payments. The Company will pay to the Participant in one lump sum payment within sixty (60) days of Participant's termination of employment an amount equal to the product of twelve (12) times the monthly rate of the Company subsidy for health and dental plans for active employees in effect on the date of termination.
- (c) Outplacement Services. The Company will provide outplacement services for the Participant for twelve (12) months following termination of employment. Services will be provided according to Company guidelines in existence at the time of termination.
- (d) Non-Cash Incentives. Any unvested equity awards, including but not limited to restricted stock awards, performance share awards, and stock options, previously awarded to a Participant will be subject to the terms and conditions as set forth in any award agreement or to the extent no award agreement exists then the terms of the stock incentive plan under which the awards were granted.
- (e) Accrued Obligations. Any earned but unpaid obligations under any other benefit plan of the Company, to the extent payable thereunder, will be paid at the time and the form provided thereunder. For the avoidance of any doubt, the Company will pay to the Participant any earned, but unpaid annual incentive compensation for any year ending prior to the year in which the termination of employment occurs, payable in accordance with the terms of, and at the time provided under, the applicable annual incentive compensation plan, but the Company will not pay any annual incentive compensation for the year during which the termination of employment occurs unless the applicable annual incentive compensation plan specifically provides that such a bonus will be paid.
- (f) Release of Claims and Non-Solicitation Agreement. Notwithstanding any other provision of the Plan, Severance Pay provided under Section 5(a) through 5(c) above will only be paid if the Executive signs, submits and does not revoke a Release of Claims & Non-Solicitation Agreement in the form provided by the Company (the "Agreement"). The Agreement will be provided no later than the date of termination of employment and must be signed and returned within 45 days. If the Agreement does not become irrevocable before the sixtieth (60th) day following termination of employment, then all Severance Pay provided under Section 5(a) through 5(c) above shall not be paid and any rights thereto shall be forfeited.
- (g) Withholding. Normal federal and state withholding taxes will apply.

6. **Section 409A.**

It is intended that the payments and the provision of all benefits under the Plan are to be exempt from the requirements of Section 409A of the Code and the Plan shall be interpreted in a manner as to comply with such exemption.

To the extent any payment or provision of any benefit is considered to be deferred compensation subject to Section 409A of the Code, such payment or benefit shall be provided and paid in a manner, and at such time and in such form, as complies with the applicable requirements of Section 409A of the Code to avoid the unfavorable tax consequences provided for therein for non-compliance. If any payment or provision of any benefit under the Plan to an Participant is considered to be a substitute for any payment or benefit subject to Section 409A of the Code previously provided for under another agreement or plan of the Company, then such payment or benefit shall be provided and paid in a manner, and at such time and in such form, as provided under such prior plan or agreement, to the extent required under Section 409A of the Code.

If the Participant is deemed on the date of separation of service with the Company to be a "specified employee," as defined in Section 409A(a)(2)(B) of the Code, then any payment or provision of any benefit under this Agreement that is considered deferred compensation subject to Section 409A of the Code shall not be made or provided prior to the earlier of (A) the expiration of the six-month period measured from the date of separation of service or (B) the date of the Participant's death.

To the extent any payment or provision of any benefit under this Agreement is considered deferred compensation subject to Section 409A of the Code with regard to the payment of such payment or benefit, a "termination of employment" shall have the same meaning as "separation of service," as that phrase is defined in Section 409A of the Code (taking into account all rules and presumptions provided for in the Section 409A regulations).

If under the Plan, an amount is to be paid in two or more installments, for purposes of Section 409A of the Code, each installment shall be treated as a separate payment. When, if ever, a payment under the Plan specifies a payment period with reference to a number of days (e.g., "payment shall be made within sixty (60) days following termination"), the actual date of payment within the specified period shall be within the sole discretion of the Company.

7. **Claims.**

All claims for benefits should be submitted to the Plan Administrator. In the event of the denial of a claim, the Participant or beneficiary has the right to file a written request for a review of the denial with the Plan Administrator within 90 days after the Participant or beneficiary receives written notice of the denial. The Plan Administrator will conduct a full and fair review of the claim for benefits. The Plan Administrator will deliver to the Participant or beneficiary a written decision on that claim within 60 days after the receipt of the request for review, except if there are special circumstances (such as the need to hold a hearing) requiring an extension of time for processing, the 60-day period may be extended up to 120 days.

8. **Miscellaneous.**

The Company, with the approval of its Board of Directors (or the Compensation Committee of the Board of Directors, in accordance with the Company's bylaws), has the right to amend, modify or terminate the Plan, including the attached Schedule A, at any time if it determines that it is necessary or desirable to do so. No amendment, modification or termination of the Plan shall adversely affect Severance Pay payments that have been paid or have begun to be paid.

The Plan is a welfare benefit plan the funds for which are provided by the Company as benefits are paid. There is no separate trust or assets to pay benefits. Executives do not contribute to the benefits under the Plan. Executives do not have a vested interest in their benefits under the Plan.

Except as required by applicable law, Participants may not assign to anyone else their rights to receive any payment under the Plan and any attempt to do so shall be null and void and of no effect, and a Participant's Plan benefit is not subject to attachment or other legal or equitable process.

Nothing in the Plan shall be construed as creating any contract of employment between the Company and any Participant, including any contract for employment for any specific duration, nor shall it limit the right of the Company to terminate any Participant's employment at any time for any reason whatsoever.

Whenever the context so admits, the use of the masculine gender shall be deemed to include the feminine and vice versa, either gender shall be deemed to include the neuter and vice versa; and the use of the singular shall be deemed to include the plural and vice versa. Section headings are used herein for convenience of reference only and shall not affect the meaning of any provision of the Plan.

The Plan will be construed in accordance with and governed by the laws of the Commonwealth of Virginia to the extent such laws are not otherwise superseded by the laws of the United States.

If any provision of the Plan shall be held illegal or invalid for any reason, said illegality shall not affect the remaining provisions of the Plan, but the Plan shall be constructed and enforced as if said illegal and invalid provision had never been included herein.

9. **Participant's Rights.**

As a Participant in the Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 ("ERISA"). ERISA provides that all Participants shall be entitled to:

Examine, without charge, at the Plan Administrator's office and at other specified locations, all documents governing the Plan, and a copy of the latest annual report (Form 5500 series), if required to be filed by the Plan, with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

Obtain, upon written request to the Plan Administrator, copies of all Plan documents, and copies of the latest annual report (Form 5500 Series), if any. The Plan Administrator may make a reasonable charge for the copies.

In addition to creating rights for Participants ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan Participants and beneficiaries. No one, including your employer, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA. If your claim for a welfare benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request materials from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your right, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

If you have any questions about the Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest Area Office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

Approved by the Board of Directors: December 10, 2015.

SCHEDULE A

The following list represents all key or critical positions recommended by the Chief Executive Officer and approved by the Compensation Committee of the Board of Directors of the Company as covered under the Plan.

[Insert Titles.]