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): October 14, 2015

ABERCROMBIE & FITCH CO.

(Exact name of registrant as specified in its charter)

Delaware	**1-12107**	**31-1469076**
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification No.)

6301 Fitch Path, New Albany, Ohio 43054
(Address of principal executive offices) (Zip Code)

(614) 283-6500
(Registrant's telephone number, including area code)

Not Applicable
(Former name or former address, if changed since last report)

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

o Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

o Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

o Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

o Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

Changes to Compensation of Joanne C. Crevoiserat

At the meeting of the Compensation and Organization Committee (the "Compensation Committee") of the Board of Directors of Abercrombie & Fitch Co. (the "Registrant") held on October 14, 2015, the Compensation Committee approved changes to the compensation of Joanne C. Crevoiserat, the Executive Vice President and Chief Financial Officer of the Registrant, in recognition of the fact that, in addition to her ongoing responsibilities as Executive Vice President and Chief Financial Officer, Ms. Crevoiserat will be assuming full leadership responsibility for store operations and asset protection and sustainability. The Compensation Committee approved an increase in Ms. Crevoiserat's annual base salary from $715,000 to $800,000, which increase will take effect retroactively as of October 11, 2015. The Compensation Committee also approved an increase in Ms. Crevoiserat's target annual incentive opportunity under the Abercrombie & Fitch Co. Incentive Compensation Performance Plan (the "Incentive Plan") from 75% of her annual base salary to 85% of her annual base salary, which increase will become effective for the annual performance period ending January 28, 2017 ("Fiscal 2016"). As with other participants in the Incentive Plan, Ms. Crevoiserat's maximum annual incentive opportunity is two times the target annual incentive opportunity.

The terms of Ms. Crevoiserat's Fiscal 2016 long-term equity incentive grants and associated performance criteria will be determined in connection with the Compensation Committee's approval of annual equity awards, which has typically occurred in late March. As part of the compensation changes approved on October 14, 2015, the Compensation Committee determined that the aggregate grant date fair value of the long-term equity incentives to be granted to Ms. Crevoiserat in Fiscal 2016 will be increased from $1,500,000 to $1,750,000.

As previously reported by the Registrant in the Current Report on Form 8-K, dated July 9, 2015 and filed with the SEC on that same day (the "July 2015 Form 8-K"), on July 7, 2015, Abercrombie & Fitch Management Co., a wholly-owned subsidiary of the Registrant ("A&F Management" and together with the Registrant, the "Company"), executed and entered into agreements (each, a "July 2015 Agreement") with a number of the Registrant's executive officers, including Ms. Crevoiserat, which are intended to support the Company's retention strategy and align the Company's practices with current practices in the Company's industry and peer group. In order to align the benefits Ms. Crevoiserat would receive under her agreement with A&F Management with those to be received by the other executive officers of the Registrant, at its October 14, 2015 meeting, the Compensation Committee approved a new agreement with Ms. Crevoiserat (the "October 2015 Agreement") which includes, in addition to certain provisions of her July 2015 Agreement, provisions extending the base salary and benefit continuation periods which had been included in the July 2015 Agreement from 12 months to 18 months. The terms of the October 2015 Agreement supersede the terms of the July 2015 Agreement in their entirety.

The summary of the October 2015 Agreement which follows is qualified in its entirety by reference to the complete text of: (i) the October 2015 Agreement entered into between A&F Management and Joanne C. Crevoiserat, which is incorporated herein by reference and a copy of which is included as Exhibit 10.2 to this Current Report on Form 8-K; and (ii) the employment offer letter between Abercrombie & Fitch and Joanne C. Crevoiserat, together with the related Agreement between Abercrombie & Fitch Management Co. and Joanne C. Crevoiserat, which are incorporated herein by reference and copies of which were filed as Exhibit 10.1 to the Registrant's Quarterly Report on Form 10-Q for the quarterly period ended May 3, 2014.

Term. The term of the October 2015 Agreement will be from October 15, 2015 through July 7, 2017, with no evergreen renewal. However, if a change of control (as defined in the October 2015 Agreement)

occurs during the original term, the term of the October 2015 Agreement will extend until the later of the expiration of the original term and the expiration of the one-year period following the date of the change of control.

Benefits. If Ms. Crevoiserat's employment terminates during the term of the October 2015 Agreement, the Company will pay to her all accrued but unpaid compensation earned by her through the date of her termination.

If Ms. Crevoiserat's employment is terminated by the Company without "cause" (other than as a result of her death or disability) or by Ms. Crevoiserat for "good reason" (each as defined in the October 2015 Agreement) during the term (other than during the one-year period following a change of control of the Company) and Ms. Crevoiserat executes a release of claims acceptable to the Company: (i) the Company will continue to pay her base salary in bi-weekly installments for 18 months following the termination date; (ii) the Company will pay Ms. Crevoiserat a pro-rated portion of her bonus under the short-term cash bonus plan of the Company in which she is then eligible to participate based on actual performance during the applicable bonus period (as defined in the October 2015 Agreement) and the number of days in such bonus period that elapse prior to the termination date; (iii) the Company will reimburse Ms. Crevoiserat during the 18 months following the termination date for 100% of the monthly premium costs of continuation coverage under the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("COBRA"), subject to her timely election of such coverage and the additional eligibility requirements set forth in the October 2015 Agreement; (iv) the Company will pay Ms. Crevoiserat the additional cash amounts to which she is entitled under her employment offer letter; and (v) the outstanding equity awards held by Ms. Crevoiserat will vest (if at all) in accordance with the terms of the applicable award agreements and her employment offer letter.

If Ms. Crevoiserat's employment is terminated by the Company without cause (other than as a result of her death or disability) or by Ms. Crevoiserat for good reason during the one-year period following a change of control of the Company and she executes a release of claims acceptable to the Company: (i) the Company will continue to pay Ms. Crevoiserat's base salary in bi-weekly installments for 18 months following the termination date; (ii) the Company will pay Ms. Crevoiserat a lump sum payment in an amount equal to her target bonus opportunity under the Company's short-term cash bonus plan in which she is then eligible to participate; (iii) the Company will reimburse Ms. Crevoiserat during the 18 months following the termination date for 100% of the monthly premium costs of continuation coverage under COBRA, subject to her timely election of such coverage and the additional eligibility requirements set forth in the October 2015 Agreement; and (iv) the outstanding equity awards held by Ms. Crevoiserat will vest (if at all) in accordance with the terms of the applicable award agreements.

The change of control benefits described above will be provided in lieu of the amounts payable under Ms. Crevoiserat's employment offer letter with respect to a "Change of Control."

If Ms. Crevoiserat's employment is terminated by reason of her disability, she will be entitled to receive any benefits available under the Company's long-term disability plan (if any). If Ms. Crevoiserat's employment is terminated by the Company for cause, by Ms. Crevoiserat without good reason or by reason of Ms. Crevoiserat's death or disability, the outstanding equity awards held by her will vest (if at all) in accordance with the terms of the applicable award agreements.

Restrictive Covenants. The October 2015 Agreement imposes various restrictive covenants on Ms. Crevoiserat, including non-competition, non-solicitation, non-disparagement and confidentiality covenants. The non-competition covenant prohibits Ms. Crevoiserat from engaging in certain activities with identified competitors of the Company during her employment and for a period of 12 months after the termination of her employment. The non-solicitation covenant prohibits Ms. Crevoiserat from engaging in certain solicitation activities during her employment and for a period of 24 months after the termination of her employment.

First Amendment to Abercrombie & Fitch Co. Nonqualified Savings & Supplemental Retirement Plan (II)

On October 14, 2015, after reviewing the proposed amendments to the Abercrombie & Fitch Co. Nonqualified Savings & Supplemental Retirement Plan (II) with the Compensation Committee, the designee of the Benefit Plans Committee (the "Benefit Plans Committee") under the Abercrombie & Fitch Co. Savings and Retirement Plan (the "401(k) Plan") approved the First Amendment to the Abercrombie & Fitch Co. Nonqualified Savings and Supplemental Retirement Plan (II) (the "First Amendment") which will take effect as described below.

In order to comply with Section 409A of the Internal Revenue Code of 1986, as amended (the "Code"), effective immediately before January 1, 2009, the Abercrombie & Fitch Co. Nonqualified Savings & Supplemental Retirement Plan was divided into two sub-plans, one of which was named the Abercrombie & Fitch Co. Nonqualified Savings & Supplemental Retirement Plan (I) ("Plan I") and the other of which was named the Abercrombie & Fitch Co. Nonqualified Savings & Supplemental Retirement Plan (II) ("Plan II"). Plan I contains the terms and conditions of the Abercrombie & Fitch Co. Nonqualified Savings & Supplemental Retirement Plan as in effect on October 3, 2004, as amended effective as of January 1, 2009, in a manner that did not constitute a material modification. Any amounts "deferred" (within the meaning of Section 409A of the Code) in taxable years beginning before January 1, 2005 and any earnings thereon are governed by the terms of Plan I, and it is intended that such amounts and the earnings thereon be exempt from the application of Section 409A of the Code.

Plan II was adopted by the Registrant effective January 1, 2009. The terms of Plan II, which was amended and restated effective as of January 1, 2014, are designed to comply with Section 409A of the Code. Any amounts "deferred" (within the meaning of Section 409A of the Code) in taxable years beginning on or after January 1, 2005 and any earnings thereon are governed by the terms of Plan II, and it is intended that such amounts and the earnings thereon be subject to and comply with the payment restrictions under Section 409A of the Code.

Plan II is administered by the Benefit Plans Committee or the designee of the Benefit Plans Committee. As permitted by Article IX of Plan II, the Benefit Plans Committee (or its designee) may amend Plan II at any time; provided, however, that such amendments, in the aggregate, may not materially increase the benefit costs of Plan II to the Registrant. Pursuant to the authority granted under Article IX of Plan II, the designee of the Benefit Plans Committee approved the First Amendment.

The Registrant maintains Plan II for employees of the Registrant's affiliated group, with participants generally at management levels and above, including the Registrant's executive officers. Plan II allows a participant to defer up to 75% of the participant's base salary (as defined in Plan II) each calendar year. Prior to January 1, 2014, a participant could defer up to 100% of the participant's incentive compensation (as defined in Plan II) for any calendar year. Effective as of January 1, 2014, as formally reflected in the First

Amendment, a participant can only defer up to 75% of the participant's incentive compensation for any calendar year.

The Registrant will match the first 3% that the participant defers on a dollar-for-dollar basis. In addition, for eligible employees who most recently began participation in Plan II prior to January 1, 2014, if the participant had elected to defer at least 3% of base salary to Plan II, the Registrant will make an additional matching contribution equal to 3% of the amount by which the participant's base salary and incentive compensation (after reduction by the participant's deferral) exceed the annual maximum compensation limits imposed on the 401(k) Plan. The additional matching contribution is not available for employees who most recently commenced participation in Plan II on or after January 1, 2014.

Plan II allows for a variable earnings rate on participant account balances as determined by the Benefit Plans Committee. The earnings rate for all account balances was fixed at 4% per annum for the fiscal year ending January 30, 2016. Participants are 100% vested in their deferred contributions, and earnings on those contributions, at all times. Participants who most recently began participation in Plan II prior to January 1, 2014 become vested in Registrant bi-weekly matching contributions and earnings on those matching contributions ratably over a five-year period from date of hire. Participants who most recently began participation in Plan II on or after January 1, 2014 become vested in Registrant bi-weekly matching contributions and earnings on those matching contributions after five years of service (*i.e.*, there is a five-year cliff vesting period).

Currently, the Registrant also makes retirement contributions to Plan II for participants who most recently began participation prior to January 1, 2014, in an amount equal to (a) the retirement contribution the participant would have received under the 401(k) Plan based on the participant's gross compensation for purposes of the 401(k) Plan (before reduction for base salary and incentive compensation deferrals under Plan II), reduced by (b) the participant's actual retirement contribution under the 401(k) Plan for any calendar year. There is a one-year wait period following commencement of employment before these Registrant retirement contributions begin, with the first retirement contribution then made by the Registrant at the end of the second year of employment. Participants become vested in Registrant retirement contributions and earnings on those retirement contributions ratably over a five-year period. The retirement contribution was eliminated effective January 1, 2014 for employees who most recently commenced participation in Plan II on or after January 1, 2014 and is eliminated effective January 1, 2016, pursuant to the First Amendment, for employees who most recently commenced participation prior to January 1, 2014.

Payouts under Plan II are based on the participant's election at the time of deferral and may be made in a single lump sum or in annual installments over a five-year period or a ten-year period. If there is no distribution election on file, the payment will be made in ten annual installments. Regardless of the election on file, if the participant terminates before retirement, dies or becomes disabled, the benefit will be paid in a single lump sum. However, if the participant dies while receiving annual installments, the beneficiary will continue to receive the remaining installment payments. The Benefit Plans Committee may permit withdrawals due to an unforeseeable emergency from a participant's account under Plan II in accordance with defined guidelines including the IRS definition of an unforeseeable emergency.

Participants' rights to receive their account balances from the Registrant are not secured or guaranteed. However, during the third quarter of Fiscal 2006, the Registrant established an irrevocable rabbi trust, the purpose of which is to be a source of funds to match respective funding obligations to participants in Plan I, participants in Plan II and the Supplemental Executive Retirement Plan for the Registrant's former Chief Executive Officer Michael S. Jeffries.

In the event of a change in control of the Registrant, the Registrant's Board of Directors has the authority to terminate Plan II and accelerate the payment of the aggregate balance of each participant's account.

The foregoing summary of the material terms of Plan II, as amended by the First Amendment, is qualified in its entirety by reference to the actual terms of Abercrombie & Fitch Co. Nonqualified Savings and Supplemental Retirement Plan (II), as amended and restated effective as of January 1, 2014, and the First Amendment to the Abercrombie & Fitch Co. Nonqualified Savings and Supplemental Retirement Plan (II), as approved on October 14, 2015, which are included with this Current Report on Form 8-K as Exhibit 10.3 and Exhibit 10.4, respectively.

Item 9.01. Financial Statements and Exhibits.

(a) through (c) Not applicable

(d) Exhibits:

The following exhibits are included with this Current Report on Form 8-K:

Exhibit No.	Description
10.1	Letter, dated April 3, 2014, from Abercrombie & Fitch to Joanne C. Crevoiserat setting forth terms of employment as Executive Vice President-Finance and Chief Financial Officer, and accepted by Joanne C. Crevoiserat on April 8, 2014, together with the related Agreement, made and entered into April 27, 2014, executed by Joanne C. Crevoiserat on April 8, 2014 and by Abercrombie & Fitch Management Co. on April 27, 2014 (Incorporated herein by reference to Exhibit 10.1 to the Quarterly Report on Form 10-Q of Abercrombie & Fitch Co. for the quarterly period ended May 3, 2014).
10.2	Agreement entered into between Abercrombie & Fitch Management Co. and Joanne C. Crevoiserat as of October 15, 2015, the execution date by Abercrombie & Fitch Management Co.*
10.3	Abercrombie & Fitch Co. Nonqualified Savings and Supplemental Retirement Plan (II), as amended and restated effective as of January 1, 2014.*
10.4	First Amendment to the Abercrombie & Fitch Co. Nonqualified Savings and Supplemental Retirement Plan (II), as approved on October 14, 2015.*

* Filed herewith.

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

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.

ABERCROMBIE & FITCH CO.

Dated: October 19, 2015

By: /s/ Robert E. Bostrom

Robert E. Bostrom

Senior Vice President, General Counsel and Corporate Secretary

INDEX TO EXHIBITS

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* Filed herewith.

AGREEMENT

This AGREEMENT (this "Agreement"), is entered into between Abercrombie & Fitch Management Co., a Delaware corporation (the "Company"), and Joanne Crevoiserat (the "Executive") as of the execution date by the Company below (the "Effective Date").

WHEREAS, the Executive is employed with the Company pursuant to a letter agreement between the Executive and the Company dated as of April 3, 2014 and signed by Executive on April 8, 2014 (the "Letter Agreement");

WHEREAS, the Company and the Executive entered into an Agreement on July 7, 2015 that sets forth the terms under which the Executive may be entitled to severance benefits from the Company during the Term of this Agreement, and;

WHEREAS, the Company and the Executive wish to alter and supersede the terms of the July 7, 2015 Agreement with those set forth below;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Company and the Executive hereby agree as follows:

1. Term of Agreement; Termination of Employment

(a) Term. The term of this Agreement shall be from the Effective Date through July 7, 2017, (the "Original Term") (the "Original Term"); provided, that, if a Change of Control (as defined below) occurs during the Original Term, the term of this Agreement shall extend until the later of the Original Term or the expiration of the one-year period following such Change of Control (together with the Original Term, the "Term").

(b) At-Will Nature of Employment. The Executive acknowledges and agrees that the Executive's employment with the Company is and shall remain "at-will" and the Executive's employment with the Company may be terminated at any time and for any reason (or no reason) by the Company, with or without notice, or the Executive, subject to the terms of this Agreement. During the period of the Executive's employment with the Company, the Executive shall perform such duties and fulfill such responsibilities as reasonably requested by the Company from time to time commensurate with the Executive's position with the Company.

(c) Termination of Employment by the Company. During the Term, the Company may terminate the Executive's employment at any time with or without Cause (as defined below) pursuant to the Notice of Termination provision below.

(d) Termination of Employment by the Executive. During the Term, the Executive may terminate employment with the Company with or without Good Reason (as defined below) by delivering to the Company, not less than thirty (30) days prior to the Termination Date, a written notice of termination; provided, that, if such termination of employment is by the Executive with Good Reason, such notice shall state in reasonable detail the facts and circumstances that constitute Good Reason. This provision does not change the at-will nature of Executive's employment, and the Company may end Executive's employment, pursuant to Executive's notice, prior to the expiration of the thirty (30) days' notice.

(e) Notice of Termination. Any termination of the Executive's employment by the Company or by the Executive shall be communicated by a written Notice of Termination addressed to the Executive or the Company, as applicable. A "Notice of Termination" shall mean a notice stating that the Executive's employment with the Company has been or will be terminated and the specific provisions of this Section 1 under which such termination is being effected.

(f) Termination Date. Subject to Section 4(a) hereof, "Termination Date" as used in this Agreement shall mean in the case of the Executive's death or Disability (as defined below), the date of death or Disability, or in all other cases of termination by the Company or the Executive, the date specified in writing by the Company or the Executive as the Termination Date in accordance with Section 1(e).

2. Compensation Upon Certain Terminations by the Company.

(a) Termination Without Cause, or for Good Reason. If the Executive's employment is terminated during the Term (i) by the Company without Cause (other than as a result of the Executive's death or Disability), or (ii) by the Executive for Good Reason, in each case, other than during the one-year period following a Change of Control, the Company shall (a) pay to the Executive any portion of Executive's accrued but unpaid base salary earned through the Termination Date; (b) reimburse the Executive for any and all amounts advanced in connection with Executive's employment with the Company for reasonable and necessary expenses incurred by Executive through the Termination Date in accordance with the Company's policies and procedures on reimbursement of expenses; (c) pay to the Executive any earned vacation pay not theretofore used or paid in accordance with the Company's policy for payment of earned and unused vacation time; and (d) provide to the Executive all other accrued but unpaid payments and benefits to which Executive may be entitled under the terms of any applicable compensation arrangement or benefit plan or program of the Company (excluding any severance plan or policy of the Company) (collectively, the "Accrued Compensation"). In addition, provided that the Executive executes a release of claims in a form acceptable to the Company (a "Release"), returns such Release to the Company by no later than the applicable deadline set forth in such Release (the "Release Deadline") and does not revoke such Release prior to the expiration of the applicable revocation period (the date on which such Release becomes effective, the "Release Effective Date"), then subject to the further provisions of Sections 3, 4, and 6 below, and, except as otherwise provided below, in lieu of any payments due to the Executive under the heading "Termination Without Cause or for Good Reason" in the Letter Agreement, the Company shall have the following obligations with respect to the Executive (or the Executive's estate, if applicable):

(1) The Company will continue to pay the Executive's Base Salary (as defined below) during the period beginning on the Executive's Termination Date and continuing for eighteen months thereafter ("Salary Continuation"). This Salary Continuation payment shall be paid in bi-weekly installments, consistent with the Company's payroll practices. Subject to Section 4(c) hereof, the first such payment shall be made on the first payroll date following the Release Effective Date, such payment to include all payments that would have otherwise been payable between the Termination Date and the date of such payment.

(2) The Company will pay to the Executive, (i) with respect to the short-term cash bonus in respect of fiscal year 2015 (if not already paid), on the first payroll date following the Release Effective Date, and (ii) with respect to any short-term cash

bonus in respect of fiscal year 2016 and thereafter, on the six (6) month anniversary of the Executive's Termination Date, a pro-rated amount of the Executive's bonus under such plan, based on the actual performance determined in accordance with the terms of the plan, subject to the approval of the Compensation and Organization Committee of the Board of Directors, through the earlier to occur of (x) with respect to any bonus in respect of fiscal year 2015 (or any shorter period during fiscal year 2015), the Executive's Termination Date, and (y) with respect to any bonus in respect of fiscal year 2016 and thereafter (or any shorter period during any such fiscal year), the end of the applicable performance period and the six-month anniversary of the Executive's Termination Date, calculated using a fraction where the numerator is the number of days from the beginning of the applicable bonus period through the Termination Date and the denominator is the total number of days in the applicable bonus period.

(3) Subject to the Executive's timely election of continuation coverage under the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("COBRA"), during the period in which Salary Continuation is in effect, the Company shall reimburse the Executive for 100% of the monthly premium costs of COBRA coverage, less applicable withholding taxes on such reimbursement; provided, however, that the Company's obligation to provide such benefits shall cease upon the earlier of (i) the Executive's becoming eligible for such benefits as the result of employment with another employer and (ii) the expiration of the Executive's right to continue such medical and dental benefits under applicable law (such as COBRA); provided, further, that notwithstanding the foregoing, the Company shall not be obligated to provide the continuation coverage contemplated by this Section 2(a)(3) if it would result in the imposition of excise taxes on the Company for failure to comply with the nondiscrimination requirements of the Patient Protection and Affordable Care Act of 2010, as amended, and the Health Care and Education Reconciliation Act of 2010, as amended (to the extent applicable).

(4) The Executive will be eligible to receive the additional cash amounts as described in the Letter Agreement, subject to the terms of the Letter Agreement, and which, for the avoidance of doubt, consist of (i) if the termination of employment occurs before the first anniversary of the Executive's commencement of employment with the Company (the "Commencement Date"), $4 million in lieu of the unvested equity awards that will be forfeited as a result of the termination of employment as provided in the Letter Agreement, or (ii) if the termination of employment occurs after the first anniversary of the Commencement Date, an additional cash amount, as set forth in the Letter Agreement and incorporated herein, in lieu of the Executive's unvested equity awards (to the extent applicable). This provision 2(a)(4) shall expire upon the vesting of all equity granted under the Letter Agreement as part of the Equity Replacement Grant and Inducement Equity Grant, and in no event later than May 29, 2018.

(b) Termination for Cause, without Good Reason, or Death. If the Executive's employment is terminated during the Term by the Company for Cause, by the Executive without Good Reason or by reason of the Executive's death, the Company shall provide the Executive (or the Executive's estate, if applicable) with only the Accrued Compensation.

(c) Termination due to Disability. If the Executive's employment is terminated by the Company by reason of the Executive's Disability, the Company shall have the following obligations with respect to the Executive (or the Executive's estate, if applicable): (i) the Company shall provide the Executive with the Accrued Compensation; and (ii) the Executive shall be entitled to receive any disability benefits available under the Company's Long-Term Disability Plan (if any). For purposes of this Agreement, "Disability" means a physical or mental infirmity which impairs the Executive's ability to substantially perform the Executive's duties with the Company or its subsidiaries for a period of at least six (6) months in any twelve (12)-month calendar period as determined in accordance with the Company's long-term disability plan or, in the absence of such plan, as determined by the Company's Board of Directors (the "Board").

(d) Change of Control. If the Executive's employment is terminated during the Term (i) by the Company other than for Cause, or due to the Executive's death or Disability or (ii) by the Executive for Good Reason, in each case, during the one-year period following a Change of Control, then, subject to the Executive executing a Release, returning such Release to the Company by no later than the Release Deadline, and not revoking such Release prior to the expiration of the applicable revocation period, and subject to the further provisions of Sections 2(j), 3, 4 and 6 below, and, except as otherwise provided below, in lieu of any payments due to the Executive under the heading "Change of Control" in the Letter Agreement, the Company shall have the following obligations with respect to the Executive (or the Executive's estate, if applicable):

(1) The Company will pay Executive an amount equal to eighteen months of the Executive's Base Salary in effect on the Termination Date, payable in bi-weekly installments, consistent with the Company's payroll practices. Subject to Section 4(c) hereof, the first such payment shall be made on the first payroll date following the Release Effective Date, such payment to include all payments that would have been payable between the Termination Date and the date of such payment.

(2) The Company will pay Executive a lump sum payment, less taxes and withholdings, of an amount equal to the Executive's Target Bonus, payable in a lump sum on the sixtieth (60^{th}) day following the Termination Date.

(3) Subject to the Executive's timely election of continuation coverage under COBRA for a period of eighteen months following the Termination Date, the Company shall reimburse the Executive for 100% of the monthly premium costs of COBRA coverage, less applicable withholding taxes on such reimbursement; provided, however, that the Company's obligation to provide such benefits shall cease upon the earlier of (i) the Executive's becoming eligible for such benefits as the result of employment with another employer and (ii) the expiration of the Executive's right to continue such medical and dental benefits under applicable law (such as COBRA); provided, further, that notwithstanding the foregoing, the Company shall not be obligated to provide the continuation coverage contemplated by this Section 2(d)(3) if it would result in the imposition of excise taxes on the Company for failure to comply with the nondiscrimination requirements of the Patient Protection and Affordable Care Act of 2010, as amended, and the Health Care and Education Reconciliation Act of 2010, as amended (to the extent applicable).

(e) Definitions.

(1) Base Salary. For the purpose of this Agreement, “Base Salary” shall mean the Executive’s annual rate of base salary as in effect on the applicable date; provided, however, that if the Executive’s employment with the Company is being terminated by the Executive for Good Reason as a result of a reduction in the Executive’s Base Salary, then “Base Salary” shall, for purposes of the definition of “Good Reason” and Section 3 of this Agreement, constitute the Executive’s Base Salary as in effect prior to such reduction.

(2) Cause. For purposes of this Agreement, "Cause" shall mean: (i) the Executive’s conviction of, or entrance of a plea of guilty or *nolo contendere* to, a felony under federal or state law; (ii) fraudulent conduct by the Executive in connection with the business affairs of the Company; (iii) the Executive’s willful refusal to materially perform the Executive’s duties hereunder; (iv) the Executive’s willful misconduct which has, or would have if generally known, a materially adverse effect on the business or reputation of the company; or (v) the Executive’s material breach of a covenant, representation, warranty or obligation of the Executive to the Company. With respect to the circumstances in subsections (iii), (iv), and (v), above, such circumstances will only constitute “Cause” once the Company has provided the Executive written notice and the Executive has failed to cure such issue within 30 days. No act or failure to act on the Executive’s part shall be considered “willful” unless done, or omitted to be done, by the Executive in bad faith and without reasonable belief that the Executive’s action or omission was in the best interest of the Company.

(3) Change of Control. For purposes of this Agreement, "Change of Control" shall have the same meaning as such term is defined in the Amended and Restated A&F Long-Term Incentive Plan as in effect on the date of this Agreement; provided, however, that for purposes of this Agreement and the Letter Agreement, such definition shall only apply to the extent that the event that constitutes such a “Change of Control” also constitutes a “change in ownership or control” as such term is defined in Section 409A of the United States Internal Revenue Code of 1986, as amended (the “Code”), and the regulations and guidance issued thereunder (“Section 409A of the Code”).

(4) Good Reason. For purposes of this Agreement, “Good Reason” shall mean, without the Executive’s written consent: (i) a reduction in the Executive’s Base Salary or Target Bonus as in effect from time to time; (ii) the Company materially reduces (including as a result of any co-sharing of responsibilities arrangement) the Executive’s authority, responsibilities, or duties, (iii) the Company requires the Executive to be based at a location in excess of 50 miles from the location of its principal executive office as of the date of this Agreement; (iv) the Company fails to obtain the written assumption of its obligations to the Executive under this Agreement by a successor no later than the consummation of a Change in Control; (v) a material breach by the Company of its obligations to the Executive under this

Agreement; or (vi) on or following a Change in Control, as defined above, a material adverse change in the Executive's reporting structure; which in each of the circumstances described above, is not remedied by the Company within 30 days of receipt of written notice by the Executive to the Company; so long as the Executive provides such written notice to the Company no later than 90 days following the first date the event giving rise to a claim of Good Reason exists;

(5) Target Bonus. "Target Bonus" shall mean the percentage of the Executive's Base Salary equal to the Executive's short-term cash bonus opportunity under the terms of the applicable short-term cash bonus program in which the Executive is entitled to participate in respect of the fiscal year of the Company in which the Termination Date occurs (if any); provided, however, that if the Executive's employment with the Company is terminated by the Executive for Good Reason as a result of a reduction in the Executive's Target Bonus, then "Target Bonus" shall mean the Executive's Target Bonus as in effect immediately prior to such reduction.

(f) Mitigation. The Executive shall not be required to mitigate the amount of any payment provided for in this Section 2 by seeking other employment or otherwise and no such payment or benefit shall be eliminated, offset or reduced by the amount of any compensation provided to the Executive in any subsequent employment, except as provided in Section 2(a)(3) or Section 2(d)(3).

(g) Resignation from Office. The Executive's termination of employment with the Company for any reason shall be deemed to automatically remove the Executive, without further action, from any and all offices held by the Executive with the Company or its affiliates. The Executive shall execute such additional documents as requested by the Company from time to time to evidence the foregoing.

(h) Exclusivity. This Agreement is intended to provide severance payments and/or benefits only under the circumstances expressly enumerated under Section 2 hereof. Unless otherwise
determined by the Company in its sole discretion, in the event of a termination of the Executive's employment with the Company for any reason (or no reason) or at any time other than as expressly contemplated by Section 2 hereof, the Executive shall not be entitled to receive any severance payments and/or benefits or other further compensation from the Company hereunder whatsoever, except for the Accrued Compensation and any other rights or benefits to which the Executive is otherwise entitled pursuant to the requirements of applicable law. Except as otherwise expressly provided in this Section 2, all of the Executive's rights to salary, bonuses, fringe benefits and other compensation hereunder (if any) which accrue or become payable after the Termination Date will cease upon the Termination Date.

(i) Set-Off. The Executive agrees that, to the extent permitted by applicable law, the Company may deduct from and set-off against any amounts otherwise payable to the Executive under this Agreement such amounts as may be owed by the Executive to the Company. The Executive shall remain liable for any part of the Executive's payment obligation not satisfied through such deduction and setoff.

(j) Exclusive Remedies. The Executive agrees and acknowledges that the payments and benefits set forth in this Section 2 shall be the only payments and benefits to which the Execu-

tive is entitled from the Company in connection with the termination of the Executive's employment with the Company, and that neither the Company nor its subsidiaries shall have any liability to the Executive or the Executive's estate, whether under this Agreement, the Letter Agreement or otherwise, in connection with the termination of the Executive's employment.

3. Limitations on Certain Payments. Notwithstanding any provision of this Agreement to the contrary, if any amount or benefit to be paid or provided under this Agreement or otherwise would be an "excess parachute payment," within the meaning of Section 280G of the Code, or any successor provision thereto, but for the application of this sentence, then the payments and benefits identified in the last sentence of this Section 3 to be paid or provided will be reduced to the minimum extent necessary (but in no event to less than zero) so that no portion of any such payment or benefit, as so reduced, constitutes an excess parachute payment; provided, however, that the foregoing reduction will be made only if and to the extent that such reduction would result in an increase in the aggregate payment and benefits to be provided to the Executive, determined on an after-tax basis (taking into account the excise tax imposed pursuant to Section 4999 of the Code, or any successor provision thereto, any tax imposed by any comparable provision of state law, and any applicable federal, state and local income and employment taxes). Whether requested by the Executive or the Company, the determination of whether any reduction in such payments or benefits to be provided under this Agreement or otherwise is required pursuant to the preceding sentence will be made at the expense of the Company by a certified accounting firm that is independent from the Company. In the event that any payment or benefit intended to be provided under this Agreement or otherwise is required to be reduced pursuant to this Section 3, the Company will reduce the Executive's payments and/or benefits, to the extent required, in the following order: (a) the payments due under Section 2(d)(3) (beginning with the payment farthest out in time that would otherwise be paid); (b) the payments due under Section (2(d)(1) (beginning with the payment farthest out in time that would otherwise be paid); (c) the payment due under Section 2(d)(2). The assessment of whether or not such payments or benefits constitute or would include excess parachute payments shall take into account a reasonable compensation analysis of the value of services provided or to be provided by the Executive, including any agreement by the Executive (if applicable) to refrain from performing services pursuant to a covenant not to compete or similar covenant applicable to you that may then be in effect.

4. Section 409A of the Code; Withholding.

(a) This Agreement is intended to avoid the imposition of taxes and/or penalties under Section 409A of the Code. The parties agree that this Agreement shall at all times be interpreted, construed and operated in a manner to avoid the imposition of taxes and/or penalties under with Section 409A of the Code. All references to a termination of employment and separation from service shall mean "separation from service" as defined in Section 409A of the Code, and the date of such "separation from service" shall be referred to as the "Termination Date".

(b) All reimbursements provided under this Agreement shall comply with Section 409A of the Code and shall be subject to the following requirement: (i) the amount of expenses eligible for reimbursement, during the Executive's taxable year may not affect the expenses eligible for reimbursement to be provided in another taxable year; and (ii) the reimbursement of an eligible expense must be made by December 31 following the taxable year in which the expense was incurred. The right to reimbursement is not subject to liquidation or exchange for another benefit.

(c) Notwithstanding anything in this Agreement to the contrary, for purposes of the period specified in this Agreement relating to the timing of the Executive's execution of the Release as a condition of the Company's obligation to provide any severance payments or benefits, if such period would begin in one taxable year and end in a second taxable year, any payment otherwise due to the Executive upon execution of the Release shall be made in the second taxable year and without regard to when the Release was executed or became irrevocable.

(d) If the Executive is a "specified employee" (as defined under Section 409A of the Code) on the Executive's Termination Date, to the extent that any amount payable under this Agreement constitutes "non-qualified deferred compensation" under Section 409A of the Code (and is not otherwise excepted from Section 409A of the Code coverage by virtue of being considered "separation pay" or a "short term deferral" or otherwise) and is payable to Executive based upon a separation from service, such amount shall not be paid until the first day following the six (6) month anniversary of the Executive's Termination Date.

(e) To the maximum extent permitted under Section 409A of the Code, the payments and benefits under this Agreement are intended to meet the requirements of the short-term deferral exemption under Section 409A of the Code and the "separation pay exception" under Treasury Regulation §1.409A-1(b)(9)(iii). Any right to a series of installment payments shall be treated as a right to a series of separate payments for purposes of Section 409A of the Code.

(f) All amounts due and payable under this Agreement shall be paid less all amounts required to be withheld by law, including all applicable federal, state and local withholding taxes and deductions.

5. Indemnification. The Company shall indemnify, defend, and hold the Executive harmless to the maximum extent permitted by law and the Company by-laws against all judgments, fines, amounts paid in settlement and all reasonable expenses, including attorneys' fees incurred by the Executive, in connection with the defense of or as a result of any action or proceeding (or any appeal from any action or proceeding) in which the Executive is made or is threatened to be made a party by reason of the fact that the Executive is or was an officer or director of the Company. Subject to the terms of the Company's director and officer indemnification policies then in effect, the Company acknowledges that the Executive will be covered and insured up to the full limits provided by all directors' and officers' insurance which the Company then maintains to indemnify its directors and officers.

6. Executive Covenants.

(a) For the purposes of this Section 6, the term "Company" shall include Abercrombie & Fitch Management Co. and all of its subsidiaries, parent companies and affiliates thereof

(b) Non-Disclosure and Non-Use. The Executive shall not, during the Term and at all times thereafter, without the written authorization of the Chief Executive Officer ("CEO") of the Company or such other executive governing body as may exist in lieu of the CEO, (hereinafter referred to as the "Executive Approval"), use (except for the benefit of the Company) any Confidential and Trade Secret Information relating to the Company. The Executive shall hold in strictest confidence and shall not, without the Executive Approval, disclose to anyone, other than directors, officers, employees and counsel of the Company in furtherance of the business of the Com-

pany, any Confidential and Trade Secret Information relating to the Company. For purposes of this Agreement, "Confidential and Trade Secret Information" includes: the general or specific nature of any concept in development, the business plan or development schedule of any concept, vendor, merchant or customer lists or other processes, know-how, designs, formulas, methods, software, improvements, technology, new products, marketing and selling plans, business plans, development schedules, budgets and unpublished financial statements, licenses, prices and costs, suppliers, and information regarding the skills, compensation or duties of employees, independent contractors or consultants of the Company and any other information about the Company that is proprietary or confidential. Notwithstanding the foregoing, nothing herein shall prevent the Executive from disclosing Confidential and Trade Secret Information to the extent required by law or by any court or regulatory authority having actual or apparent authority to require such disclosure or in connection with any litigation or arbitration involving this Agreement.

The restrictions set forth in this Section 6(b) shall not apply to information that is or becomes generally available to the public or known within the Company's trade or industry (other than as a result of its wrongful disclosure by the Executive), or information received on a non-confidential basis from sources other than the Company who are not in violation of a confidentiality agreement with the Company.

The Executive further represents and agrees that, during the Term and at all times thereafter, the Executive is obligated to comply with the rules and regulations of the Securities and Exchange Commission ("SEC") regarding trading shares and/or exercising options related to the Company's stock. The Executive acknowledges that the Company has not provided opinions or legal advice regarding the Executive's obligations in this respect and that it is the Executive's responsibility to seek independent legal advice with respect to any stock or option transaction.

(c) Non-Disparagement and Cooperation. Neither the Executive nor any officer, director of the Company, nor any other spokesperson authorized as a spokesperson by any officer or director of the Company, shall, during the Term or at any time thereafter, intentionally state or otherwise publish anything about the other party which would adversely affect the reputation, image or business relationships and goodwill of the other party in the market and community at large. During the Term and at all times thereafter, the Executive shall fully cooperate with the Company in defense of legal claims asserted against the Company and other matters requiring the testimony or input and knowledge of the Executive. If at any time the Executive should be required to cooperate with the Company pursuant to this Section 6(c), the Company agrees to promptly reimburse the Executive for reasonable documented costs and expenses incurred as a result thereof. The Executive agrees that, during the Term and at all times thereafter, the Executive will not speak or communicate with any party or representative of any party, who is known to the Executive to be either adverse to the Company in litigation or administrative proceedings or to have threatened to commence litigation or administrative proceedings against the Company, with respect to the pending or threatened legal action, unless the Executive receives the written consent of the Company to do so, or is otherwise compelled by law to do so, and then only after advance notice to the Company. Nothing herein shall prevent the Executive from pursuing any claim in connection with enforcing or defending the Executive's rights or obligations under this Agreement.

(d) Non-Competition. For the period of Executive's employment with the Company and its subsidiaries and for twelve months following Executive's Termination Date with the Company and its subsidiaries for any reason (the "Non-Competition Period"), Executive shall not, di-

rectly or indirectly, without the Executive Approval, own, manage, operate, join, control, be employed by, consult with or participate in the ownership, management, operation or control of, or be connected with (as a stockholder, partner, or otherwise), any entity listed on Appendix A attached to this Agreement, or any of their current or future divisions, subsidiaries or affiliates (whether majority or minority owned), even if said division, subsidiary or affiliate becomes unrelated to the entity on Appendix A at some future date, or any other entity engaged in a business that is competitive with the Company in any part of the world in which the Company conducts business or is actively preparing or considering conducting business ("Competing Entity"); provided, however, that the "beneficial ownership" by the Executive, either individually or by a "group" in which the Executive is a member (as such terms are used in Rule 13d of the General Rules and Regulations under the Securities Exchange Act of 1934, as amended (the "Exchange Act")), of less than 2% of the voting stock of any publicly held corporation shall not be a violation of this Section 6(d). The Executive acknowledges and agrees that any consideration that the Executive received in respect of any non-competition covenant in favor of the Company or its subsidiaries entered into prior to the date hereof shall be incorporated herein as consideration for the promises set forth in this Section 6(d) and that the provisions contained in this Section 6(d) shall supersede any prior non-competition covenants between the Executive and the Company or its subsidiaries.

(e) Non-Solicitation. For the period of Executive's employment with the Company and its subsidiaries and for twenty-four months following Executive's Termination Date with the Company and its subsidiaries for any reason ("Non-Solicitation Period"), the Executive shall not, either directly or indirectly, alone or in conjunction with another party, interfere with or harm, or attempt to interfere with or harm, the relationship of the Company with any person who at any time was a customer or supplier of the Company or otherwise had a business relationship with the Company. During the Non-Solicitation Period, the Executive shall not hire, solicit for hire, aid in or facilitate the hire, or cause to be hired, either as an employee, contractor or consultant, any person who is currently employed, or was employed at any time during the six-month period prior thereto, as an employee, contractor or consultant of the Company. The Executive acknowledges and agrees that any consideration that the Executive received for in respect of any non-solicitation covenant in favor of the Company or its subsidiaries entered into prior to the date hereof shall be incorporated herein as consideration for the promises set forth in this Section 6(e) and that the provisions contained in this Section 6(e) shall supersede any prior non-solicitation covenants between the Executive and the Company or its subsidiaries.

(f) Confidentiality of this Agreement. The Executive agrees that, during the Term and at all times thereafter, the Executive shall not speak about, write about, or otherwise publicize or disclose to any third party the terms of this Agreement or any fact concerning its negotiation, execution or implementation, except with (i) an attorney, accountant, or other advisor engaged by the Executive; (ii) the Internal Revenue Service or other governmental agency upon proper request; or (iii) the Executive's immediate family; provided, that all such persons agree in advance to keep said information confidential and not to disclose it to others.

(g) Remedies. The Executive agrees that any breach of the terms of this Section 6 would result in irreparable injury and damage to the Company for which the Company would have no adequate remedy at law; the Executive therefore also agrees that in the event of said breach or any threat of breach, the Company shall be entitled to an immediate injunction and restraining order to prevent such breach and/or threatened breach and/or continued breach by the Executive and/or any and all persons and/or entities acting for and/or with the Executive, without having to

prove damages. The terms of this Section 6(g) shall not prevent the Company from pursuing any other available remedies for any breach or threatened breach hereof, including but not limited to the recovery of damages from the Executive. The Executive and the Company further agree that the confidentiality provisions and the covenants not to compete and solicit contained in this Section 6 are reasonable and that the Company would not have entered into this Agreement but for the inclusion of such covenants herein. The parties agree that the prevailing party shall be entitled to all costs and expenses, including reasonable attorneys' fees and costs, in addition to any other remedies to which either may be entitled at law or in equity in connection with the enforcement of the covenants set forth in this Section 6. Should a court with jurisdiction determine, however, that all or any portion of the covenants set forth in this Section 6 is unreasonable, either in period of time, geographical area, or otherwise, the parties hereto agree that such covenants or portion thereof should be interpreted and enforced to the maximum extent that such court deems reasonable. In the event of any violation of the provisions of this Section 6, the Executive acknowledges and agrees that the post-termination restrictions contained in this Section 6 shall be extended by a period of time equal to the period of such violation, it being the intention of the parties hereto that the running of the applicable post-termination of employment restriction period shall be tolled during any period of such violation. In the event of a material violation by the Executive of this Section 6, any severance being paid to the Executive pursuant to Section 2 of this Agreement or otherwise shall immediately cease, and the aggregate gross amount of any severance previously paid to the Executive shall be immediately repaid to the Company.

(h) The provisions of this Section 6 shall survive any termination of this Agreement and any termination of the Executive’s employment, and the existence of any claim or cause of action by the Executive against the Company, whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement by the Company of the covenants and agreements of this Section 6.

7. Successors and Assigns.

(a) This Agreement shall be binding upon and shall inure to the benefit of the Company, its successors and assigns, and the Company shall require any successor or assign to expressly assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform it if no such succession or assignment had taken place. The term “the Company” as used herein shall include any such successors and assigns to the Company's business and/or assets. The term “successors and assigns” as used herein shall mean a corporation or other entity acquiring or otherwise succeeding to, directly or indirectly, all or substantially all the assets and business of the Company (including this Agreement) whether by operation of law or otherwise.

(b) Neither this Agreement nor any right or interest hereunder shall be assignable or transferable by the Executive, the Executive's beneficiaries or legal representatives, except by will or by the laws of descent and distribution. This Agreement shall inure to the benefit of and be enforceable by the Executive's legal personal representative.

8. Arbitration. Except with respect to the remedies set forth in Section 6(g) hereof, any controversy or claim between the Company or any of its affiliates and the Executive arising out of or relating to this Agreement or its termination shall be settled and determined by a single arbitrator

whose award shall be accepted as final and binding upon the parties. The American Arbitration Association, under its Employment Arbitration Rules, shall administer the binding arbitration. The arbitration shall take place in Columbus, Ohio. The Company and the Executive each waive any right to a jury trial or to a petition for stay in any action or proceeding of any kind arising out of or relating to this Agreement or its termination and agree that the arbitrator shall have the authority to award costs and attorney fees to the prevailing party.

9. Effect on Prior Agreements. Except as otherwise set forth herein, this Agreement supersedes all provisions in prior agreements, either express or implied, between the parties hereto, with respect to post-termination payments and/or benefits, including the Letter Agreement and the July 7, 2015 Agreement; provided, that, this Agreement shall not supersede the Company's 2005 and 2007 Long-Term Incentive Plans (or any other applicable equity plan) or any applicable award agreements evidencing equity-based incentive awards thereunder (the "Equity Documents"), and any rights of the Executive with respect to equity-based incentive awards hereunder shall be in addition to, and not in lieu of, any rights pursuant to the Equity Documents. Executive acknowledges and agrees that by signing this Agreement, Executive is executing the one-time right to waive Executive's participation in the Change in Control, No Cause and/or Good Reason termination benefits program under the Letter Agreement, as provided pursuant to the Letter Agreement. For the avoidance of doubt, except as otherwise set forth herein, the post-termination payments and benefits provided herein shall be in lieu of, and not in addition to, any post-termination payment or benefits provided under the terms of the Letter Agreement.

10. Notice. For the purposes of this Agreement, notices and all other communications provided for in this Agreement (including the Notice of Termination) shall be in writing and shall be deemed to have been duly given when personally delivered or sent by registered or certified mail, return receipt requested, postage prepaid, or upon receipt if overnight delivery service or facsimile is used, addressed as follows:

To the Executive:
To Executive's last home address as listed in the books and records of the Company.

To the Company:
Abercrombie & Fitch Management Co.
6301 Fitch Path
New Albany, Ohio 43054
Attn: General Counsel

11. Miscellaneous. No provision of this Agreement may be modified, waived, or discharged unless such waiver, modification, or discharge is agreed to in writing and signed by the Executive and the Company. No waiver by either party hereto at any time of any breach by the other party hereto of, or compliance with, any condition or provision of this Agreement to be performed by such other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time. No agreement or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by either party which are not expressly set forth in this Agreement.

12. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Ohio without giving effect to the conflict of law principles thereof.

13. Severability. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof.

IN WITNESS WHEREOF, the undersigned has hereto set his/her hand this 15th day of October, 2015.

/s/ Joanne Crevoiserat

Joanne Crevoiserat

IN WITNESS WHEREOF, the undersigned has hereto set his hand this 15th day of October, 2015.

/s/ Arthur C. Martinez

Arthur C. Martinez
Executive Chairman of the Board of Directors
Abercrombie & Fitch Co.

IN WITNESS WHEREOF, the undersigned has hereto set his hand this 15th day of October, 2015.

/s/ Michael E. Greenlees

Michael E. Greenlees
Chair of the Compensation and Organization Committee of the Board of Directors
Abercrombie & Fitch Co.

Appendix A

(all current and future (as described in Section 6(d) of the Agreement) subsidiaries, divisions and affiliates of the entities below)

American Eagle Outfitters, Inc.	Gap, Inc.
J. Crew Group, Inc.	Pacific Sunwear of California, Inc.
Urban Outfitters, Inc.	Aeropostale, Inc.
Polo Ralph Lauren Corporation	Jack Wills, Ltd.
SuperGroup, Plc.	Levi Strauss & Co.
L Brands (formerly known as Limited Brands, including, without limitation, Victoria's Secret, Pink, Bath & Body Works, La Senza and Henri Bendel)	Express, Inc.

ABERCROMBIE & FITCH CO.
NONQUALIFIED SAVINGS AND SUPPLEMENTAL RETIREMENT PLAN (II)

The Company adopted the Abercrombie & Fitch Co. Nonqualified Savings & Supplemental Retirement Plan (II), effective January 1, 2009 as described below. Effective as of January 1, 2014, Plan II is hereby amended and restated, as set forth below.

In order to comply with Section 409A of the Code, effective immediately before January 1, 2009, the Abercrombie & Fitch Co. Nonqualified Savings & Supplemental Retirement Plan was divided into two sub-plans, one of which shall be named the Abercrombie & Fitch Co. Nonqualified Savings & Supplemental Retirement Plan I ("Plan I") and the other of which shall be named the Abercrombie & Fitch Co. Nonqualified Savings & Supplemental Retirement Plan II ("Plan II"). Plan I contains the terms and conditions of the Plan as in effect on October 3, 2004, as amended effective as of January 1, 2009, in a manner that did not constitute a material modification. The terms of Plan II were designed to comply with the requirements of Section 409A of the Code as provided herein. Any "amounts deferred" in taxable years beginning before January 1, 2005 (within the meaning of Section 409A of the Code) and any earnings thereon shall be governed by the terms of Plan I, and it is intended that such amounts and the earnings thereon shall be exempt from the application of Section 409A of the Code. Any "amount deferred" in taxable years beginning on or after January 1, 2005 (within the meaning of Section 409A of the Code) and any earnings thereon shall be governed by the terms and conditions of Plan II, and it is intended that such amounts and the earnings thereon shall be subject to and comply with the payment restrictions imposed under Section 409A of the Code.

ARTICLE I
DEFINITIONS

For purposes of the Plan, the following words and phrases shall have the meanings set forth below, unless their context clearly requires a different meaning:

"**Account**" means the bookkeeping account maintained by the Committee on behalf of each Participant pursuant to this Plan. The sum of each Participant's Sub-Accounts, in the aggregate, shall constitute his Account. The Account and each and every Sub-Account shall be a bookkeeping entry only and shall be used solely as a device to measure and determine the amounts, if any, to be paid to a Participant or his Beneficiary under the Plan.

"**Affiliated Group**" means (i) the Company, and (ii) all entities with whom the Company would be considered a single employer under Sections 414(b) and 414(c) of the Code, provided that in applying Section 1563(a)(1), (2), and (3) of the Code for purposes of determining a controlled group of corporations under Section 414(b) of the Code, the language "at least 50 percent" is used instead of "at least 80 percent" each place it appears in Section 1563(a)(1), (2), and (3) of the Code, and in applying Treasury Regulation Section 1.414(c)-2 for purposes of determining trades or businesses (whether or not incorporated) that are under common control for purposes of Section 414(c) of the Code, "at least 50 percent" is used

instead of "at least 80 percent" each place it appears in that regulation. Such term shall be interpreted in a manner consistent with the definition of "service recipient" contained in Section 409A of the Code.

"**Aggregated Plan**" means any plan that is required to be aggregated with the Plan under Section 409A of the Code. For purposes of clarity, the portion of the Plan consisting of the right to defer Base Salary and Incentive Compensation shall be treated as separate and apart from, and shall not be aggregated with, the portion of the Plan consisting of the right to receive credits of Company Contributions.

"**Base Salary**" means the annual base rate of cash compensation payable from the United States by the Affiliated Group to a Participant during a calendar year, excluding Incentive Compensation, bonuses, commissions, severance payments, Company Contributions, qualified plan contributions or benefits, expense reimbursements, fringe benefits prior to reduction for any deferrals under this Plan or any other plan of the Affiliated Groups under Sections 125 or 401(k) of the Code. For purposes of this Plan, Base Salary payable after the last day of a calendar year solely for services performed during the final payroll period described in Section 3401(b) of the Code containing December 31 of such year shall be treated as earned during the subsequent calendar year.

"**Beneficiary**" or "**Beneficiaries**" means the person or persons, including one or more trusts, designated by a Participant in accordance with the Plan to receive payment of the remaining balance of the Participant's Account in the event of the death of the Participant prior to the Participant's receipt of the entire vested amount credited to his Account (or, if none, his beneficiary under the SARP).

"**Beneficiary Designation Form**" means the form established from time to time by the Committee that a Participant completes signs and returns to the Committee to designate one or more Beneficiaries.

"**Board**" means the Board of Directors of the Company.

"**Change in Control**" means the occurrence of a "change in the ownership," a "change in the effective control" or a "change in the ownership of a substantial portion of the assets" of the Company within the meaning of Section 409A of the Code.

"**Code**" means the Internal Revenue Code of 1986, as amended.

"**Commencement Date**" has the meaning given to such term in Section 2.3 hereof.

"**Committee**" means the committee appointed to administer the Plan. Unless and until otherwise specified, the Committee under the Plan shall be the Benefit Plans Committee under the SARP, or its designee.

"**Company**" means Abercrombie & Fitch Co. and its successors, including, without limitation, the surviving corporation resulting from any merger or consolidation of Abercrombie & Fitch Co. with any other corporation, limited liability company, joint venture, partnership or other entity or entities.

"**Company Contributions**" means the Matching Credits, Retirement Credits and Discretionary Credits made to a Participant's Account under Article V.

"**Compensation Committee**" means (i) the Compensation Committee of the Board or (ii) if none exists, the Board.

"**Deferral Election**" means the Participant's election on a form approved by the Committee to defer a portion of his Base Salary, Incentive Compensation or both in accordance with the provisions of Article III.

"**Deferral Sub-Account**" means the Participant's Sub-Account consisting of his Base Salary and Incentive Compensation deferrals and attributable Earnings Credits made under the Plan.

"**Discretionary Credits**" means the Company Contributions described in Section 5.4.

"**Discretionary Sub-Account**" means the Participant's Sub-Account consisting of his Discretionary Credits and attributable Earnings Credits.

"**Earnings Credits**" means the earnings amounts described in Article VI.

"**Effective Date**" means January 1, 2009.

"**Eligible Employee**" has the meaning given to such term in Section 2.1 hereof.

"**ERISA**" means the Employee Retirement Income Security Act of 1974, as amended.

"**Incentive Compensation**" means cash compensation payable from the United States to a Participant pursuant to an incentive compensation or retention plan, including but not limited to an annual, semi-annual or long-term incentive compensation plan, whether such plan is now in effect or hereafter established by the Affiliated Group, which the Committee may designate from time to time.

"**Matching Credits**" means the various matching amounts described in Section 5.2, consisting of his Base and Additional Matching Credits thereunder.

"**Matching Sub-Account**" means the Participant's Sub-Account consisting of his Matching Credits and attributable Earnings Credits made to the Plan on behalf of the Participant.

"**Newly Eligible Participant**" means any Eligible Employee who (i) as of his Commencement Date, is not eligible to participate in the Plan or an Aggregated Plan, and (ii) if he previously participated in the Plan or an Aggregated Plan, has either (A) received payments of all amounts previously deferred under the Plan and any Aggregated Plan as of the Commencement Date, and on or before the last payment was not eligible to continue participation in the Plan or any Aggregated Plan for periods after the last payment, or (B) regardless of whether he has received full payment of all amounts deferred under the Plan or an Aggregated Plan, ceased to be eligible to participate in the Plan and any Aggregated Plan

(other than the accrual of earnings) for a period of at least 24 consecutive months prior to his new Commencement Date.

"**Participant**" means any Eligible Employee who (i) at any time elected to defer the receipt of Base Salary and/or Incentive Compensation in accordance with the Plan (including amounts treated as Transferred Amounts) or received a credit to his Account pursuant to Article V hereof (including amounts treated as Transferred Amounts), and (ii) in conjunction with his Beneficiary, has not received a complete payment of the vested amount credited to his Account.

"**Payment Election**" means the Participant's election on a form approved by the Committee that is filed along with a Deferral Election, or with respect to Company Contributions, that sets forth the time and form of payment of such deferrals or Company Contributions as provided in Article IV.

"**Performance-Based Compensation**" means Incentive Compensation that is based on services performed over a period of at least twelve (12) months and that constitutes "performance-based compensation" within the meaning of Section 409A of the Code. Where a portion of an amount of Incentive Compensation would qualify as Performance-Based Compensation if the portion were the sole amount available under a designated incentive plan, that portion of the award will not fail to qualify as Performance-Based Compensation if that portion is designated separately by the Committee on the Deferral Election or is otherwise separately identifiable under the terms of the designated incentive plan, and the amount of each portion is determined independently of the other.

"**Performance Period**" means, with respect to any Incentive Compensation, the period of time during which such Incentive Compensation is earned.

"**Plan**" means this deferred compensation plan, which shall be known as the Abercrombie & Fitch Co. Nonqualified Savings & Supplemental Retirement Plan (II).

"**Plan Year**" means the calendar year.

"**Prior Plan**" means the Abercrombie & Fitch Co. Nonqualified Savings & Supplemental Retirement Plan (I).

"**Rehired Participant**" means, with respect to any rehired or transferred employee, an Eligible Employee who at any time during the 24-month period ending on the Eligible Employee's new Commencement Date participated in or was eligible to participate in the Plan or an Aggregated Plan.

"**Retirement Credits**" means the Company Contributions described in Section 5.3(a).

"**Retirement Date**" means, with respect to a Participant hired prior to attaining age 60, the date the Participant attains age 55 and has completed five years of service under the SARP. With respect to a Participant hired on or after the date he attains age 60, Retirement Date means the date he attains age 65. For the purposes hereof, a Participant's hire date is the

individual's date of hire by the Company which immediately precedes the date the Participant first became eligible to participate in the Plan.

"**Retirement Sub-Account**" means the Participant's Sub-Account consisting of his Retirement Credits and attributable Earnings Credits.

"**SARP**" means The Abercrombie & Fitch Co. Savings and Retirement Plan.

"**SARP Entry Date**" means the Participant's entry date under the SARP.

"**Separation from Service**" means a termination of employment with the Affiliated Group in such a manner as to constitute a "separation from service" as defined under Section 409A of the Code. For this purpose, the employment relationship is treated as continuing intact while a Participant is on military leave, sick leave, or other bona fide leave of absence if the period of such leave does not exceed six (6) months, or if longer, so long as the individual retains a right to reemployment with the Affiliated Group under an applicable statute or by contract. For purposes of this definition, a leave of absence constitutes a bona fide leave of absence only if there is a reasonable expectation that the Participant will return to perform services for the Affiliated Group. If the period of leave exceeds six (6) months and the Participant does not retain a right to reemployment under an applicable statute or by contract, the employment relationship is deemed to terminate on the first date immediately following such six-month period. Notwithstanding the foregoing, where a leave of absence is due to any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than six (6) months, where such impairment causes the Participant to be unable to perform the duties of his or her position of employment or any substantially similar position of employment, a 12-month period of absence may be substituted for such six-month period.

"**Specified Employee**" means a "specified employee", as defined in Section 409A of the Code (with such classification to be determined in accordance with the methodology established by the Company from time to time in its sole discretion), of the Company or any entity which would be considered to be a single employer with the Company under Section 414(b) or Section 414(c) of the Code.

"**Sub-Account**" means the Deferral Sub-Account, Matching Sub-Account, Retirement Sub-Account, and Discretionary Sub-Account maintained by the Committee on behalf of Participants pursuant to the Plan.

"**Subsequent Payment Election**" has the meaning given to such term in Section 4.2 hereof.

"**Transferred Amounts**" shall have the meaning provided in Section 11.1(b).

"**Unforeseeable Emergency**" means an "unforeseeable emergency" as defined under Section 409A of the Code.

ARTICLE II
ELIGIBILITY

2.1 Selection by Committee. Participation in the Plan is limited to those employees of the Affiliated Group who (i) are paid from the United States, (ii) are expressly selected by the Committee, in its sole discretion, to participate in the Plan, (iii) are a member of a "select group of management or highly compensated employees," within the meaning of Sections 201, 301 and 401 of ERISA (the "Eligible Employees"), and (iv) at the time of their initial eligibility, have an annual compensation rate no less than the rate specified in Section 414(q)(1)(B)(i) of the Code. In lieu of expressly selecting Eligible Employees for Plan participation, the Committee may establish eligibility criteria (consistent with the requirements of a "select group of management or highly compensated employees" under ERISA) providing for participation of all Eligible Employees who satisfy such criteria. The Committee may at any time, in its sole discretion, change the eligibility criteria for Eligible Employees, or determine that one or more Participants will cease to be an Eligible Employee.

2.2 Enrollment Requirements. As a condition to participation, each selected Eligible Employee shall complete, execute and return to the Committee a Deferral Election, Payment Election and Beneficiary Designation Form no later than the date or dates specified by the Committee. In addition, the Committee may establish from time to time such other enrollment requirements as it determines in its sole discretion are necessary.

2.3 Commencement Date. Each Eligible Employee shall commence participation on the date designated by the Committee (the "Commencement Date"); provided, however, that if an Eligible Employee has not satisfied the applicable enrollment requirements of Section 2.2 within thirty (30) days of his Commencement Date (or such earlier date as specified by the Committee), such individual shall not be eligible to make a Deferral Election for the year in which he first becomes eligible to participate in the Plan.

2.4 Termination. An Eligible Employee's entitlement to defer Base Salary shall cease with respect to the calendar year following the calendar year in which he ceases to be an Eligible Employee. An Eligible Employee's entitlement to defer Incentive Compensation earned during a Performance Period shall cease as of the date of his Separation from Service. Notwithstanding the foregoing, an Eligible Employee shall continue to be subject to all of the terms and conditions of the Plan for as long as he remains a Participant.

ARTICLE III
DEFERRAL ELECTIONS

3.1. New Participants.

(a) Qualification as a New Participant. This Section 3.1 applies to each Newly Eligible Participant whose Commencement Date occurs after the first day of a calendar year but prior to November 1 of such calendar year (or such earlier date as specified by the Committee from time to time), excluding any Rehired Participant who as of the time of his

Commencement Date has an Account balance in the Plan or has a Deferral Election on file for the calendar year.

(b) Deferral Election. A Newly Eligible Participant described in Section 3.1(a) may elect to defer his Base Salary earned during such calendar year or his Incentive Compensation earned during any Performance Period that commences in such calendar year by filing a Deferral Election with the Committee in accordance with the following rules:

(i) *Timing; Irrevocability*. The Deferral Election must be filed with the Committee by, and shall become irrevocable as of, the thirtieth (30th) day following the Participant's Commencement Date (or such earlier date as specified by the Committee on the Deferral Election).

(ii) *Base Salary*. The Deferral Election shall only apply to Base Salary earned during such calendar year beginning with the first payroll period that begins immediately after the date that the Deferral Election becomes irrevocable in accordance with Section 3.1(b)(i) hereof.

(iii) *Incentive Compensation*. The Deferral Election shall only apply to Incentive Compensation with respect to a Performance Period that commences during such year but after the Deferral Election becomes irrevocable in accordance with Section 3(b)(i) hereof.

3.2. Annual Deferral Elections. Unless Section 3.1 applies, an Eligible Employee may elect to defer Base Salary for a calendar year or his Incentive Compensation for a Performance Period, as the case may be, by filing a Deferral Election with the Committee in accordance with the following rules:

(a) Base Salary. The Deferral Election with respect to Base Salary must be filed with the Committee by, and shall become irrevocable as of, December 31 (or such earlier date as specified by the Committee on the Deferral Election) of the calendar year next preceding the calendar year for which such Base Salary would otherwise be earned.

(b) Incentive Compensation. The Deferral Election with respect to Incentive Compensation must be filed with the Committee by, and shall become irrevocable as of, December 31 (or such earlier date as specified by the Committee on the Deferral Election) of the calendar year next preceding the calender year in which a Performance Period commences in which such Incentive Compensation would otherwise be earned.

(c) Performance-Based Compensation.

(i) Notwithstanding anything contained in this Section 3.2 to the contrary, and only to the extent permitted by the Committee, the Deferral Election with respect to Incentive Compensation that constitutes Performance-Based Compensation must be filed with the Committee by, and shall become irrevocable as of, the date that is 6 months before the end of the applicable Performance Period (or such earlier date as specified by the Committee on the Deferral Election), provided that in no event may such Deferral Election be made after

such Incentive Compensation has become "readily ascertainable" within the meaning of Section 409A of the Code.

(ii) In order to make a Deferral Election under this Section 3.2(c), the Participant must perform services continuously from the later of the beginning of the Performance Period or the date the performance criteria are established through the date a Deferral Election becomes irrevocable under this Section 3.2(c).

(iii) A Deferral Election made under this Section 3.2(c) shall not apply to any portion of the Performance-Based Compensation that is actually earned by a Participant regardless of satisfaction of the performance criteria.

(iv) To the extent permitted by the Committee, an Eligible Employee described in Section 3.1(a) hereof shall be permitted to make a Deferral Election with respect to Performance-Based Compensation in accordance with this Section 3.2(c) provided that the Eligible Employee satisfies all of the other requirements of this Section 3.2(c).

3.3. Amount Deferred. A Participant shall designate on the Deferral Election the portion of his Base Salary, Incentive Compensation or both that is to be deferred to his Deferral Sub-Account in accordance with this Article III. Unless otherwise determined by the Committee, a Participant may defer (in 1% increments) up to 75% of his Base Salary and up to 100% of his Incentive Compensation for any Plan Year.

3.4. Duration and Cancellation of Deferral Elections.

(a) Duration. Once irrevocable, a Deferral Election shall apply from calendar year to calendar year, or Performance Period to Performance Period, until terminated or modified by a Participant in accordance with the terms of Sections 3.2. Except as provided in Section 3.4(b) hereof, a Deferral Election, once irrevocable, cannot be cancelled during a calendar year or Performance Period. In the case of an Eligible Employee (or previously Eligible Employee) who has an existing Deferral Election in place for the calendar year in which his Commencement Date occurs, the existing Deferral Election shall apply to his Base Salary but not his Incentive Compensation for such calendar year.

(b) Cancellation.

(i) The Committee may, in its sole discretion, cancel a Participant's Deferral Election where such cancellation occurs by the later of the end of the Participant's taxable year or the 15th day of the third month following the date the Participant incurs a "disability." For purposes of this Section 3.4(b)(i), a disability refers to any medically determinable physical or mental impairment resulting in the Participant’s inability to perform the duties of his or her position or any substantially similar position, where such impairment can be expected to result in death or can be expected to last for a continuous period of not less than six months.

(ii) The Committee may, in its sole discretion, cancel a Participant's Deferral Election due to an Unforeseeable Emergency or a hardship distribution pursuant to Treasury Regulation Section 1.401(k)-1(d)(3).

(iii) If a Participant's Deferral Election is cancelled with respect to a particular calendar year or Performance Period in accordance with this Section 3.4(b), he may make a new Deferral Election for a subsequent calendar year or Performance Period, as the case may be, only in accordance with Section 3.2 hereof.

ARTICLE IV
PAYMENT ELECTIONS

4.1. Initial Payment Election. A Participant shall file an initial Payment Election in accordance with the following rules:

(a) Timing; Irrevocability. Subject to Section 4.3, each Newly Eligible Participant shall file an initial Payment Election with the Committee within thirty (30) days of his Commencement Date. Such Payment Election shall designate the form of payment of his Account as provided in Section 4.1(b) and shall become irrevocable as of the thirtieth (30th) day after his Commencement Date (or such earlier date specified by the Committee from time to time). Once irrevocable, a Payment Election may only be changed in accordance with Section 4.2.

(b) Form of Payment. A Participant may elect on his Payment Election to receive his Account in cash in a single lump sum or annual installments over a five (5) or ten (10) year period. The form of payment designated by the Participant in accordance with this Section 4.1(b) will apply to the portion of the Participant's Account attributable to deferrals earned and contributions credited to his or her Account after the Payment Election becomes irrevocable.

(c) Default Election. In the event a Participant fails to file a valid Payment Election in accordance with Section 4.1(a) within thirty (30) days of his Commencement Date, the Participant will be deemed to have filed an irrevocable Payment Election to receive his Account in ten (10) annual installments. Such deemed Payment Election may only be modified in accordance with Section 4.2.

4.2. Subsequent Payment Elections.

(a) Subsequent Payment Elections. A Participant may elect on a form provided by the Committee to change the Payment Election with respect to his Account (a "Subsequent Payment Election"). The Subsequent Payment Election shall become irrevocable upon receipt by the Committee and shall be made in accordance with the following rules:

(i) *Filing Procedure.* The Subsequent Payment Election may not take effect until at least twelve (12) months after the date on which it is accepted by the Committee. The Subsequent Payment Election most recently accepted by the Committee and that satisfies the requirements of this Section 4.2 shall govern the payout of the Participant's Account notwithstanding anything contained in Section 4.1 or 4.3 hereof to the contrary.

(ii) *Change in Form of Payment Rules.* A Participant may file two Subsequent Payment Elections with the Committee (or such greater number as expressly

permitted by the Committee). Except in the event of the death or Unforeseeable Emergency of the Participant, the payment of such Account will be delayed until the fifth (5th) anniversary of the year (or month in the case of a payment made in accordance with Section 7.1(b)) the Account would otherwise have been paid under the Plan if such Subsequent Payment Election had not been made (or, in the case of installment payments, which are treated as a single payment for purposes of this Section, on the fifth (5th) anniversary of the first day of the calendar year that the first installment payment was scheduled to be made).

(iii) *Acceleration Prohibited*. The Committee shall disregard any Subsequent Payment Election by a Participant to the extent such election would result in an acceleration of the time or schedule of any payment or amount scheduled to be paid under the Plan within the meaning of Section 409A of the Code.

4.3 Special Rules with Respect to Rehired Participants.

(a) Rehired Participants. This Section 4.3 applies to any Rehired Participant who as of the time of his Commencement Date has an Account balance in the Plan or has a Deferral Election on file for the calendar year. A Rehired Participant described in this Section 4.3(a) shall not be permitted to make a Payment Election in accordance with Section 4.1(a).

(b) New Payment Elections. Notwithstanding Section 4.3(a), a Rehired Participant described in Section 4.3(a) who does not have an Account balance on his Commencement Date may file a new Payment Election with respect to future deferrals and Company Contributions during the open enrollment period that follows his or her Commencement Date. Such Payment Election must become irrevocable no later than December 31 of the calendar year of such Rehired Participant's Commencement Date. The form of payment designated by the Rehired Participant in accordance with this Section 4.3(b) will apply to the portion of the Participant's Account attributable to deferrals earned and contributions credited to his or her Account after the Payment Election becomes irrevocable. In all other respects the Payment Election will comply with the requirements of Section 4.1(b) as to the form of payment that may be elected by the Rehired Participant. In the event the Rehired Participant fails to make a new Payment Election under this Section 4.3(b), the Rehired Participant's Account shall be subject to Section 4.3(c). Once irrevocable, a Payment Election may only be changed in accordance with Section 4.2.

(c) Continuing Payment Elections. With respect to a Rehired Participant who has an Account balance in the Plan as of his or her Commencement Date and with respect to any Rehired Participant who fails to make a Payment Election under Section 4.3(b), the Payment Election previously filed by such Participant during his or her immediately prior period of participation in the Plan shall continue to apply to all future deferrals and Company Contributions credited to the Rehired Participant's Account. Such Payment Election may only be modified in accordance with Section 4.2.

ARTICLE V
COMPANY CONTRIBUTIONS

5.1. Company Contributions. Any entity in the Affiliated Group may, in its sole discretion, provide Company Contributions under this Plan with respect to one or more Participants as set forth in this Article V.

5.2. Matching Credits.

(a) Base Matching Credit. For each payroll period, a Participant who has a Deferral Election of Base Salary or Incentive Compensation in effect for the Plan Year (or portion thereof) shall receive a "Base Matching Credit" under the Plan equal to 100% of his Base Salary and Incentive Compensation deferrals for the Plan Year (or portion thereof) with respect to the first 3% of his Base Salary and Incentive Compensation earned in the Plan Year.

(b) Additional Matching Credit. For each Plan Year, a Qualifying SARP Participant shall receive an "Additional Matching Credit" under the Plan equal to 3% of his Excess Compensation for the Plan Year; provided, however, such Additional Matching Credit for a Plan Year shall not be made with respect to Excess Compensation that exceeds the amount the Participant deferred under the Plan for that Plan Year unless the Participant has made the maximum pre-tax deferral under the SARP that is permitted under Section 402(g) of the Code for the Plan Year. For purposes hereof:

(i) "Qualifying SARP Participant" is a Participant who (A) is a participant of the SARP during the Plan Year; (B) has a Deferral Election of Base Salary in effect under the Plan equal to at least 3% (or for Plan Years ending before January 1, 2009, such lesser percentage accepted by the Committee) of his "gross" Base Salary for the entire Plan Year (or the portion thereof following his Commencement Date); and (C) whose most recent Commencement Date is prior to January 1, 2014.

(ii) "Excess Compensation" for a Plan Year means (A) a Participant's "gross" SARP Compensation before reduction by his Base Salary or Incentive Compensation deferrals under the Plan earned in the Plan Year (or the portion thereof following the SARP Entry Date), over (B) his Adjusted Compensation for the Plan Year.

(iii) "Adjusted Compensation" means the lesser of (A) the annual maximum compensation limit in effect under Section 401(a)(17) of the Code or (B) the Participant's "net" SARP Compensation after reduction by his Base Salary or Incentive Compensation deferrals under the Plan for the Pan Year (or the portion thereof following his SARP Entry Date).

(iv) "SARP Compensation" means the compensation of a SARP participant, as defined and provided under the SARP for purposes of determining such SARP participant's deferral contribution and employer contributions with respect to the SARP, calculated without regard to the maximum compensation limit under Section 401(a)(17) of the Code, or such other amount as specified by the Committee.

(c) Special Rule with Respect to Newly Eligible Participants. A Participant whose Commencement Date occurs on or after November 1 of a Plan Year shall not receive the Additional Matching Credit for that Plan Year. A Participant whose Commencement Date occurs on or after January 1 and before November 1 of a Plan Year may be entitled to a Company Discretionary Credit under Section 5.4 for that Plan Year, but shall not be entitled to an Additional Matching Credit for that Plan Year.

5.3. Retirement Credits.

(a) Retirement Credit For each Plan Year, a Qualifying SARP Participant shall receive a "Retirement Credit" under the Plan equal to his Excess SARP Retirement Contribution for the Plan Year.

(i) For purposes of this Section 5.3, "Qualifying SARP Participant" is a Participant who (A) is a participant of the SARP, (B) received a SARP Retirement Contribution for the Plan Year, and (C) whose most recent Commencement Date is prior to January 1, 2014.

(ii) "Excess SARP Retirement Contribution" for a Plan Year means the (A) the SARP Retirement Contribution he would have received under the SARP based on his "gross" SARP Compensation before reduction for Base Salary and Incentive Compensation deferrals under the Plan for the Plan Year (or the portion thereof following his SARP Entry Date), calculated without regard to the maximum compensation limit under Section 401(a)(17) of the Code and the maximum annual addition limits under Section 415 of the Code, reduced by (B) his actual SARP Retirement Contribution for the Plan Year.

(iii) "SARP Retirement Contribution" means the Company Retirement Contribution, as defined and provided under the SARP, or such other or successor non-elective employer contribution under the SARP as specified by the Committee.

(iv) "SARP Compensation" means the compensation of a SARP participant, as defined and provided under the SARP for purposes of determining such SARP participant's deferral contribution and employer contributions, or such other amount as specified by the Committee.

(b) Special Rule with Respect to Newly Eligible Participants. A Participant whose Commencement Date occurs on or after November 1 of a Plan Year shall not receive the Retirement Credit for that Plan Year. A Participant whose Commencement Date occurs on or after January 1 and before November 1 of a Plan Year may be entitled to a Company Discretionary Credit under Section 5.4 for that Plan Year, but shall not be entitled to a Retirement Credit for that Plan Year.

5.4 Discretionary Credit. For each Plan Year, the Compensation Committee may award any particular Participant a "Discretionary Credit" under the Plan equal to the amount determined by the Compensation Committee in its sole discretion; provided, however, any Discretionary Credit provided under this Section 5.4 shall be based on compensation paid to or services provided by the Participant after the date the Participant's Payment Election became irrevocable.

5.5. Allocating Company Contributions. A Participant's Base Matching Credits shall be credited to his Matching Sub-Account effective as of each payroll period (or such later date as determined by the Committee). A Participant's Additional Matching Credits shall be credited to his Matching Sub-Account effective as of the last day of the Plan Year (or such later date as determined by the Committee) if the Participant is employed on such date. A Participant's Retirement Credit shall be credited to his Retirement Sub-Account effective as of the last day of the Plan Year (or such other date as determined by the Committee) if the Participant is employed on such date. A Participant's Discretionary Credit shall be credited to his Discretionary Sub-Account effective as of the last day of the Plan Year (or such other date as determined by the Committee) if the Participant is employed on such date.

5.6. Vesting in Company Contributions.

(a) Vesting of Participant Deferrals. Participants are 100% vested in their Base Salary and Incentive Compensation deferrals.

(b) Vesting of Other Company Contributions. Participants shall vest in other Company Contributions as follows:

(i) Commencement Date Prior to January 1, 2014. A Participant whose most recent Commencement Date is prior to January 1, 2014 shall have a vested interest in his Matching Sub-Account and Retirement Sub-Account equal to the balance thereof multiplied by the vesting percentage applicable to him under the vesting schedule in effect under the SARP, based on his years of service thereunder, or such greater vesting percentage as may be determined by the Committee. A Participant shall have a vested interest in his Discretionary Sub-Account in accordance with the vesting schedule as shall be adopted by the Compensation Committee, in its sole discretion, in connection with any Discretionary Credits under the Plan. Upon a Participant’s Separation from Service, the non-vested portion of his Account shall be immediately forfeited effective as of the date of his Separation from Service.

(ii) Commencement Date On or After January 1, 2014. A Participant whose most recent Commencement Date is on or after January 1, 2014 shall be 100% vested in his Matching Sub-Account if he has at least 5 years of service under the SARP. If such a Participant has less than 5 years of service under the SARP, unless the Committee determines otherwise, the Participant shall not be vested in any part of his Matching Sub-Account. A Participant shall have a vested interest in his Discretionary Sub-Account in accordance with the vesting schedule as shall be adopted by the Compensation Committee, in its sole discretion, in connection with any Discretionary Credits under the Plan. Upon a Participant’s Separation from Service, the non-vested portion of his Account shall be immediately forfeited effective as of the date of his Separation from Service.

(iii) Rehired Participants. A Participant who had a Commencement Date prior to January 1, 2014, who has terminated employment and been rehired with a Commencement Date on or after January 1, 2014, shall vest: (A) in accordance with Section 5.6(b)(i) with respect to that portion of the Participant’s Accounts attributable to any period of Plan participation based on a Commencement Date prior to January 1, 2014; and (B) in accordance with Section 5.6(b)(ii) with respect to that portion of the Participant’s Accounts

attributable to any period of Plan participation based on a Commencement Date on or after January 1, 2014.

ARTICLE VI
EARNINGS CREDITS

To the extent provided by the Committee in its sole discretion, each of the Participant's Sub-Accounts will be credited with Earnings Credits for each calendar year or other period, based on the rate of interest established by the Company in its sole discretion, applying such policies and procedures established by the Committee. By electing to defer any amount under the Plan (or by receiving or accepting any benefit under the Plan), each Participant acknowledges and agrees that the Affiliated Group is not and shall not be required to make any specific investment in connection with the Plan. The Participant's Earnings Credits shall be credited to his respective Sub-Accounts, effective as of the dates determined by the Committee.

ARTICLE VII
PAYMENTS

7.1 Date of Payment of Sub-Accounts. Except as otherwise provided in this Article VII, a Participant's Account shall commence to be paid as follows:

(a) Retirement. Except as otherwise provided in this Article VII, upon the Participant's Separation from Service on or after his Retirement Date (other than as a result of his death), the vested amounts credited to the Participant's Account shall be paid or commence to be paid in the calendar year following the Participant's Separation from Service in the form elected by the Participant under Section 4.1(b) and 4.3(b) (or such later date as required under Section 4.2).

(b) Other Termination of Employment. In the event of a Participant's Separation from Service prior to his Retirement Date, the vested amounts credited to such Participant's Account shall be paid in a lump sum within ninety (90) days following the Participant's Separation from Service (or such later date as required under Section 4.2).

7.2. Mandatory Six-Month Delay. Except as otherwise provided in Sections 7.5(a), 7.5(b) and 7.5(c), in no event may payments from the Account of a Participant who is a Specified Employee commence prior to the first business day of the seventh month following the Participant's Separation from Service (or if earlier, upon the Participant's death).

7.3. Death of Participant.

(a) Time and Form of Payment. In the event that a Participant's Separation from Service is a result of his death, the vested amounts credited to such Participant's Account shall be paid to his Beneficiary in a lump sum within ninety (90) days of his death. In the event of the Participant's death after his Separation from Service and before all installment payments payable to the Participant under Section 7.1(a) have been paid, the Plan shall pay his

Beneficiary any remaining installment payments in accordance with the installment schedule that has already commenced.

(b) Beneficiary Designation. Each Participant shall file a Beneficiary Designation Form with the Committee at the time the Participant files an initial Payment Election. A Participant's Beneficiary Designation Form may be changed at any time prior to his death by the execution and delivery of a new Beneficiary Designation Form. The Beneficiary Designation Form on file with the Committee that bears the latest date at the time of the Participant's death shall govern. If a Participant fails to properly designate a Beneficiary in accordance with this Section 7.3(b), then his Beneficiary shall be his estate.

7.4. Withdrawal Due to Unforeseeable Emergency. A Participant during employment shall have the right to request, on a form provided by the Committee, an accelerated payment of all or a portion of his Account in a lump sum if he experiences an Unforeseeable Emergency. The Committee shall have the sole discretion to determine whether to grant such a request and the amount to be paid pursuant to such request.

(a) Determination of Unforeseeable Emergency. Whether a Participant is faced with an unforeseeable emergency permitting a payment under this Section 7.4 is to be determined based on the relevant facts and circumstances of each case, but, in any case, a payment on account of an Unforeseeable Emergency may not be made to the extent that such emergency is or may be relieved through reimbursement or compensation from insurance or otherwise, by liquidation of the Participant's assets, to the extent the liquidation of such assets would not cause severe financial hardship, or by cessation of deferrals under the Plan. Payments because of an Unforeseeable Emergency must be limited to the amount reasonably necessary to satisfy the emergency need (which may include amounts necessary to pay any Federal, state, local, or foreign income taxes or penalties reasonably anticipated to result from the payment). Determinations of amounts reasonably necessary to satisfy the emergency need must take into account any additional compensation that is available if the Plan provides for cancellation of a Deferral Election upon a payment due to an Unforeseeable Emergency. However, the determination of amounts reasonably necessary to satisfy the emergency need is not required to take into account any additional compensation that due to the Unforeseeable Emergency is available under another nonqualified deferred compensation plan but has not actually been paid, or that is available due to the Unforeseeable Emergency under another plan that would provide for deferred compensation except due to the application of the effective date provisions of Section 409A of the Code.

(b) Payment of Account. Payment shall be made within thirty (30) days following the determination by the Committee that a withdrawal will be permitted under this Section 7.4, or such later date as may be required under Section 7.2 hereof.

7.5. Discretionary Acceleration of Payments. To the extent permitted by Section 409A of the Code, the Committee may, in its sole discretion, accelerate the time or schedule of a payment under the Plan as provided in this Section. The provisions of this Section are intended to comply with the exception to accelerated payments under Treasury Regulation Section 1.409A-3(j) and shall be interpreted and administered accordingly.

(a) Domestic Relations Orders. The Committee may, in its sole discretion, accelerate the time or schedule of a payment under the Plan to an individual other than the Participant as may be necessary to fulfill a domestic relations order (as defined in Section 414(p)(1)(B) of the Code). Unless otherwise provided in the domestic relations order, payment shall be made to such individual in a lump sum payment within ninety (90) days of receipt of the final domestic relations order approved by the Committee.

(b) Conflicts of Interest. The Committee may, in its sole discretion, provide for the acceleration of the time or schedule of a payment under the Plan to the extent necessary for any Federal officer or employee in the executive branch to comply with an ethics agreement with the Federal government. Additionally, the Committee may, in its sole discretion, provide for the acceleration of the time or schedule of a payment under the Plan to the extent reasonably necessary to avoid the violation of an applicable Federal, state, local, or foreign ethics law or conflicts of interest law (including where such payment is reasonably necessary to permit the Participant to participate in activities in the normal course of his or her position in which the Participant would otherwise not be able to participate under an applicable rule).

(c) Employment Taxes. The Committee may, in its sole discretion, provide for the acceleration of the time or schedule of a payment under the Plan to pay the Federal Insurance Contributions Act (FICA) tax imposed under Sections 3101, 3121(a), and 3121(v)(2) of the Code, or the Railroad Retirement Act (RRTA) tax imposed under Sections 3201, 3211, 3231(e)(1), and 3231(e)(8) of the Code, where applicable, on compensation deferred under the Plan (the FICA or RRTA amount). Additionally, the Committee may, in its sole discretion, provide for the acceleration of the time or schedule of a payment, to pay the income tax at source on wages imposed under Section 3401 of the Code or the corresponding withholding provisions of applicable state, local, or foreign tax laws as a result of the payment of the FICA or RRTA amount, and to pay the additional income tax at source on wages attributable to the pyramiding Section 3401 of the Code wages and taxes. However, the total payment under this acceleration provision must not exceed the aggregate of the FICA or RRTA amount, and the income tax withholding related to such FICA or RRTA amount.

(d) Limited Cash-Outs. Subject to Section 7.2 hereof, the Committee may, in its sole discretion, require a mandatory lump sum payment of amounts deferred under the Plan that do not exceed the applicable dollar amount under Section 402(g)(1)(B) of the Code, provided that the payment results in the termination and liquidation of the entirety of the Participant's interest under the Plan, including all agreements, methods, programs, or other arrangements with respect to which deferrals of compensation are treated as having been deferred under a single nonqualified deferred compensation plan under Section 409A of the Code.

(e) Payment Upon Income Inclusion Under Section 409A. Subject to Section 7.2 hereof, the Committee may, in its sole discretion, provide for the acceleration of the time or schedule of a payment under the Plan at any time the Plan fails to meet the requirements of Section 409A of the Code. The payment may not exceed the amount required to be included in income as a result of the failure to comply with the requirements of Section 409A of the Code.

(f) Payment of state, local, or foreign taxes. Subject to Section 7.2 hereof, the Committee may, in its sole discretion, provide for the acceleration of the time or schedule of a payment under the Plan to reflect payment of state, local, or foreign tax obligations arising from participation in the Plan that apply to an amount deferred under the Plan before the amount is paid or made available to the participant (the state, local, or foreign tax amount). Such payment may not exceed the amount of such taxes due as a result of participation in the Plan. The payment may be made in the form of withholding pursuant to provisions of applicable state, local, or foreign law or by payment directly to the participant. Additionally, the Committee may, in its sole discretion, provide for the acceleration of the time or schedule of a payment under the Plan to pay the income tax at source on wages imposed under Section 3401 of the Code as a result of such payment and to pay the additional income tax at source on wages imposed under Section 3401 of the Code attributable to such additional wages and taxes. However, the total payment under this acceleration provision must not exceed the aggregate of the state, local, and foreign tax amount, and the income tax withholding related to such state, local, and foreign tax amount.

(g) Certain Offsets. Subject to Section 7.2 hereof, the Committee may, in its sole discretion, provide for the acceleration of the time or schedule of a payment under the Plan as satisfaction of a debt of the Participant to the Company (or any entity which would be considered to be a single employer with the Company under Section 414(b) or Section 414(c) of the Code), where such debt is incurred in the ordinary course of the service relationship between the Company (or any entity which would be considered to be a single employer with the Company under Section 414(b) or Section 414(c) of the Code) and the Participant, the entire amount of reduction in any of the taxable years of the Company (or any entity which would be considered to be a single employer with the Company under Section 414(b) or Section 414(c) of the Code) does not exceed $5,000, and the reduction is made at the same time and in the same amount as the debt otherwise would have been due and collected from the Participant.

(h) Bona fide disputes as to a right to a payment. Subject to Section 7.2 hereof, the Committee may, in its sole discretion, provide for the acceleration of the time or schedule of a payment under the Plan where such payments occur as part of a settlement between the Participant and the Company (or any entity which would be considered to be a single employer with the Company under Section 414(b) or Section 414(c) of the Code) of an arm’s length, bona fide dispute as to the Participant's right to the deferred amount.

(i) Plan Terminations and Liquidations. Subject to Section 7.2 hereof, the Committee may, in its sole discretion, provide for the acceleration of the time or schedule of a payment under the Plan as provided in Section 9.2 hereof.

Except as otherwise specifically provided in this Plan, including but not limited to Section 3.4(b), this Section 7.5, 7.7 and Section 9.2 hereof, the Committee may not accelerate the time or schedule of any payment or amount scheduled to be paid under the Plan within the meaning of Section 409A of the Code.

7.6. Delay of Payments. To the extent permitted under Section 409A of the Code, the Committee may, in its sole discretion, delay payment under any of the following

circumstances, provided that the Committee treats all payments to similarly situated Participants on a reasonably consistent basis:

(a) Payments subject to Section 162(m). A payment may be delayed to the extent that the Committee reasonably anticipates that if the payment were made as scheduled, the Company's deduction with respect to such payment would not be permitted due to the application of Section 162(m) of the Code. If a payment is delayed pursuant to this Section 7.6(a), then the payment must be made either (i) during the Company's first taxable year in which the Committee reasonably anticipates, or should reasonably anticipate, that if the payment is made during such year, the deduction of such payment will not be barred by application of Section 162(m) of the Code, or (ii) during the period beginning with the first business day of the seventh month following the Participant's Separation from Service (the "six month anniversary") and ending on the later of (x) the last day of the taxable year of the Company in which the six month anniversary occurs or (y) the 15th day of the third month following the six month anniversary. Where any scheduled payment to a specific Participant in a Company's taxable year is delayed in accordance with this paragraph, all scheduled payments to that Participant that could be delayed in accordance with this paragraph must also be delayed. The Committee may not provide the Participant an election with respect to the timing of the payment under this Section 7.6(a). For purposes of this Section 7.6(a), the term Company includes any entity which would be considered to be a single employer with the Company under Section 414(b) or Section 414(c) of the Code.

(b) Federal Securities Laws or Other Applicable Law. A Payment may be delayed where the Committee reasonably anticipates that the making of the payment will violate federal securities laws or other applicable law; provided that the delayed payment is made at the earliest date at which the Committee reasonably anticipates that the making of the payment will not cause such violation. For purposes of the preceding sentence, the making of a payment that would cause inclusion in gross income or the application of any penalty provision or other provision of the Code is not treated as a violation of applicable law.

(c) Other Events and Conditions. A payment may be delayed upon such other events and conditions as the Internal Revenue Service may prescribe in generally applicable guidance published in the Internal Revenue Bulletin.

7.7. Calculation of Installment Payments. In the event that an Account is paid in installments: (i) the first installment shall commence on the date specified in Section 7.1 (subject to Section 7.2), and each subsequent installment shall be paid on the commencement anniversary date until the Account has been fully paid; (ii) the amount of each installment shall equal the quotient obtained by dividing the Participant's vested Account balance as of the end of the month immediately preceding the month of such installment payment by the number of installment payments remaining to be paid at the time of the calculation; and (iii) the amount of such Account remaining unpaid shall continue to be credited with gains, losses and earnings as provided in Article VI hereof. By way of example, if the Participant elects to receive payments of an Account in equal annual installments over a period of ten (10) years, the first payment shall equal 1/10 of the vested Account balance, calculated as described in this Section 7.7. The following year, the payment shall be 1/9 of the vested Sub-Account balance, calculated as described in this Section 7.7.

7.8. Actual Date of Payment. To the extent permitted by Section 409A of the Code, the Committee may delay payment in the event that it is not administratively possible to make payment on the date (or within the periods) specified in this Article VII, or the making of the payment would jeopardize the ability of the Company (or any entity which would be considered to be a single employer with the Company under Section 414(b) or Section 414(c) of the Code) to continue as a going concern. Notwithstanding the foregoing, payment must be made no later than the latest possible date permitted under Section 409A of the Code.

7.9. Discharge of Obligations. The payment to a Participant or his Beneficiary of a his Account in a single lump sum or the number of installments elected by the Participant shall discharge all obligations of the Affiliated Group to such Participant or Beneficiary under the Plan with respect to that Account.

ARTICLE VIII
ADMINISTRATION

8.1. General. The Company, through the Committee, shall be responsible for the general administration of the Plan and for carrying out the provisions hereof. The Committee shall have the full power, discretion and authority to carry out the provisions of the Plan, including the authority to (a) resolve all questions relating to eligibility for participation in the Plan and the amount in the Account of any Participant and all questions pertaining to claims for benefits and procedures for claim review, (b) resolve all other questions arising under the Plan, including any factual questions and questions of construction, and (c) take such further action as the Company shall deem advisable in the administration of the Plan. The actions taken and the decisions made by the Committee hereunder shall be final, conclusive, and binding on all persons, including the Company, its shareholders, the other members of the Affiliated Group, employees, Participants, and their estates and Beneficiaries. In accordance with the provisions of Section 503 of ERISA, the Committee shall provide a procedure for handling claims of Participants or their Beneficiaries under the Plan. Such procedure shall be in accordance with regulations issued by the Secretary of Labor and shall provide adequate written notice within a reasonable period of time with respect to the denial of any such claim as well as a reasonable opportunity for a full and fair review by the Committee of any such denial.

8.2. Compliance with Section 409A of the Code.

(a) It is intended that the Plan comply with the provisions of Section 409A of the Code, so as to prevent the inclusion in gross income of any amounts deferred hereunder in a taxable year that is prior to the taxable year or years in which such amounts would otherwise actually be paid or made available to Participants or Beneficiaries. This Plan shall be construed, administered, and governed in a manner that effects such intent, and the Committee shall not take any action that would be inconsistent with such intent.

(b) Although the Committee shall use its best efforts to avoid the imposition of taxation, interest and penalties under Section 409A of the Code, the tax treatment of deferrals under this Plan is not warranted or guaranteed. Neither the Company, the other

members of the Affiliated Group, the Board, nor the Committee (nor its designee) shall be held liable for any taxes, interest, penalties or other monetary amounts owed by any Participant, Beneficiary or other taxpayer as a result of the Plan.

(c) Any reference in this Plan to Section 409A of the Code will also include any proposed, temporary or final regulations, or any other guidance, promulgated with respect to such Section 409A by the U.S. Department of Treasury or the Internal Revenue Service. For purposes of the Plan, the phrase "permitted by Section 409A of the Code," or words or phrases of similar import, shall mean that the event or circumstance shall only be permitted to the extent it would not cause an amount deferred or payable under the Plan to be includible in the gross income of a Participant or Beneficiary under Section 409A(a)(1) of the Code.

ARTICLE IX
AMENDMENT AND TERMINATION

9.1. Amendment. The Company reserves the right to amend, terminate or freeze the Plan, in whole or in part, at any time by action of the Board. Moreover, the Committee may amend the Plan at any time in its sole discretion; provided, however, that such amendments, in the aggregate, may not materially increase the benefit costs of the Plan to the Company. In no event shall any such action by the Board or Committee adversely affect any Participant or Beneficiary who has an Account, or result in any change in the timing or manner of payment of the amount of any Account (except as otherwise permitted under the Plan), without the consent of the Participant or Beneficiary, unless the Board or the Committee, as the case may be, determines in good faith that such action is necessary to ensure compliance with Section 409A of the Code. To the extent permitted by Section 409A of the Code, the Committee may, in its sole discretion, modify the rules applicable to Deferral Elections, Payment Elections and Subsequent Payment Elections to the extent necessary to satisfy the requirements of the Uniformed Service Employment and Reemployment Rights Act of 1994, as amended, 38 U.S.C. 4301-4334.

9.2. Payments Upon Termination of Plan. In the event that the Plan is terminated, the amounts allocated to a Participant's Sub-Accounts shall be paid to the Participant or his Beneficiary on the dates on which the Participant or his Beneficiary would otherwise receive payments hereunder without regard to the termination of the Plan. Notwithstanding the preceding sentence, and subject to Section 7.2 hereof:

(a) Liquidation; Bankruptcy. The Board shall have the authority, in its sole discretion, to terminate the Plan and pay each Participant's entire Account to the Participant or, if applicable, his Beneficiary within twelve (12) months of a corporate dissolution taxed under Section 331 of the Code or with the approval of a bankruptcy court pursuant to 11 U.S.C. 503(b)(1)(a), provided that the amounts are included in the Participant's gross income in the latest of the following years (or, if earlier, the taxable year in which the amount is actually or constructively received): (i) the calendar year in which the Plan termination and liquidation occurs; (ii) the first calendar year in which the amount is no longer subject to a substantial risk of forfeiture as defined under Section 409A of the Code; or (iii) the first calendar year in which the payment is administratively practicable.

(b) Change in Control. The Board shall have the authority, in its sole discretion, to terminate the Plan and pay each Participant's entire Account to the Participant or, if applicable, his Beneficiary pursuant to an irrevocable action taken by the Board within the 30 days preceding or the 12 months following a Change in Control, provided that this paragraph will only apply if all agreements, methods, programs, and other arrangements sponsored by the Company (or any entity which would be considered to be a single employer with the Company under Section 414(b) or Section 414(c) of the Code) immediately after the time of the change in control event with respect to which deferrals of compensation are treated as having been deferred under a single plan under Section 409A of the Code are terminated and paid with respect to each Participant that experienced the Change in Control event, so that under the terms of the termination and payment all such Participants are required to receive all amounts of compensation deferred under the terminated agreements, methods, programs, and other arrangements within 12 months of the date the Company (or any entity which would be considered to be a single employer with the Company under Section 414(b) or Section 414(c) of the Code) irrevocably takes all necessary action to terminate and liquidate the agreements, methods, programs, and other arrangements.

(c) Discretionary Terminations. The Board shall have the authority, in its sole discretion, to terminate the Plan and pay each Participant's entire Account to the Participant or, if applicable, his Beneficiary, provided that: (i) the termination and liquidation does not occur proximate to a downturn in the financial health of the Company (or any entity which would be considered to be a single employer with the Company under Section 414(b) or Section 414(c) of the Code); (ii) The Company (or any entity which would be considered to be a single employer with the Company under Section 414(b) or Section 414(c) of the Code) terminates and liquidates all agreements, methods, programs, and other arrangements sponsored by the Company (or any entity which would be considered to be a single employer with the Company under Section 414(b) or Section 414(c) of the Code) that would be aggregated with any terminated and liquidated agreements, methods, programs, and other arrangements under Section 409A of the Code if the same Participant had deferrals of compensation under all of the agreements, methods, programs, and other arrangements that are terminated and liquidated; (iii) no payments in liquidation of the Plan are made within 12 months of the date the Board takes all necessary action to irrevocably terminate and liquidate the Plan other than payments that would be payable under the terms of the Plan if the action to terminate and liquidate the Plan had not occurred; (iv) all payments are made within 24 months of the date the Board takes all necessary action to irrevocably terminate and liquidate the Plan; and (v) the Company (or any entity which would be considered to be a single employer with the Company under Section 414(b) or Section 414(c) of the Code) does not adopt a new plan that would be aggregated with any terminated and liquidated plan under Section 409A of the Code if the same Participant participated in both plans, at any time within three years following the date the Board takes all necessary action to irrevocably terminate and liquidate the Plan.

(d) Other Events. The Board shall have the authority, in its sole discretion, to terminate the Plan and pay each Participant's entire Account to the Participant or, if applicable, his Beneficiary upon such other events and conditions as the Internal Revenue Service may prescribe in generally applicable guidance published in the Internal Revenue Bulletin.

ARTICLE X
MISCELLANEOUS

10.1. Non-alienation of Deferred Compensation. Except as permitted by the Plan, no right or interest under the Plan of any Participant or Beneficiary shall, without the written consent of the Company, be (i) assignable or transferable in any manner, (ii) subject to alienation, anticipation, sale, pledge, encumbrance, attachment, garnishment or other legal process or (iii) in any manner liable for or subject to the debts or liabilities of the Participant or Beneficiary. Notwithstanding the foregoing, to the extent permitted by Section 409A of the Code and subject to Section 7.5(a) hereof, the Committee shall honor a judgment, order or decree from a state domestic relations court which requires the payment of part or all of a Participant's or Beneficiary's interest under this Plan to an "alternate payee" as defined in Section 414(p) of the Code.

10.2. Participation by Employees of Affiliated Group Members. Any member of the Affiliated Group may, by action of its board of directors or equivalent governing body and with the consent of the Company's Board of Directors, adopt the Plan; provided that the Company's Board of Directors may waive the requirement that such board of directors or equivalent governing body effect such adoption. By its adoption of or participation in the Plan, the adopting member of the Affiliated Group shall be deemed to appoint the Company its exclusive agent to exercise on its behalf all of the power and authority conferred by the Plan upon the Company and accept the delegation to the Committee of all the power and authority conferred upon it by the Plan. The authority of the Company to act as such agent shall continue until the Plan is terminated as to the participating affiliate. An Eligible Employee who is employed by a member of the Affiliated Group and who elects to participate in the Plan shall participate on the same basis as an Eligible Employee of the Company. The Account of a Participant employed by a participating member of the Affiliated Group shall be paid in accordance with the Plan solely by such member to the extent attributable to Base Salary or Incentive Compensation that would have been paid by such participating member in the absence of deferral pursuant to the Plan, unless the Board otherwise determines that the Company shall be the obligor.

10.3. Interest of Participant.

(a) The obligation of the Company and any other participating member of the Affiliated Group under the Plan to make payment of amounts reflected in an Account merely constitutes the unsecured promise of the Company (or, if applicable, the participating members of the Affiliated Group) to make payments from their general assets and no Participant or Beneficiary shall have any interest in, or a lien or prior claim upon, any property of the Affiliated Group. Nothing in the Plan shall be construed as guaranteeing future employment to Eligible Employees. It is the intention of the Affiliated Group that the Plan be unfunded for tax purposes and for purposes of Title I of ERISA. The Company may create a trust to hold funds to be used in payment of its and the Affiliated Group's obligations under the Plan, and may fund such trust; provided, however, that any funds contained therein shall remain liable for the claims of the general creditors of the Company and the other participating members of the Affiliated Group.

(b) In the event that, in the sole discretion of the Committee, the Company and/or the other members of the Affiliated Group purchases an insurance policy or policies insuring the life of any Participant (or any other property) to allow the Company and/or the other members of the Affiliated Group to recover the cost of providing the benefits, in whole or in part, hereunder, neither the Participants nor their Beneficiaries or other distributees shall have nor acquire any rights whatsoever therein or in the proceeds therefrom. The Company and/or the other members of the Affiliated Group shall be the sole owner and beneficiary of any such policy or policies and, as such, shall possess and may exercise all incidents of ownership therein. A Participant's participation in the underwriting or other steps necessary to acquire such policy or policies may be required by the Company and, if required, shall not be a suggestion of any beneficial interest in such policy or policies to such Participant or any other person.

10.4. Claims of Other Persons. The provisions of the Plan shall in no event be construed as giving any other person, firm or corporation any legal or equitable right as against the Affiliated Group or the officers, employees or directors of the Affiliated Group, except any such rights as are specifically provided for in the Plan or are hereafter created in accordance with the terms and provisions of the Plan.

10.5. Severability. The invalidity and unenforceability of any particular provision of the Plan shall not affect any other provision hereof, and the Plan shall be construed in all respects as if such invalid or unenforceable provision were omitted.

10.6. Governing Law. Except to the extent preempted by federal law, the provisions of the Plan shall be governed and construed in accordance with the laws of the State of Ohio.

10.7. Relationship to Other Plans. The Plan is intended to serve the purposes of and to be consistent with any incentive compensation plan approved by the Committee for purposes of the Plan.

10.8. Successors. The Company shall require any successor (whether direct or indirect, by purchase, merger, consolidation, reorganization or otherwise) to all or substantially all of the business and/or assets of the Company expressly to assume this Plan. This Plan shall be binding upon and inure to the benefit of the Company and any successor of or to the Company, including without limitation any persons acquiring directly or indirectly all or substantially all of the business and/or assets of the Company whether by sale, merger, consolidation, reorganization or otherwise (and such successor shall thereafter be deemed the "Company" for the purposes of this Plan), and the heirs, beneficiaries, executors and administrators of each Participant.

10.9. Withholding of Taxes. Subject to Section 7.5 hereof, to the extent required by the law in effect at the time payments are made, the Affiliated Group may withhold or cause to be withheld from any amounts deferred or payable under the Plan all federal, state, local and other taxes as shall be legally required. The Affiliated Group shall have the right in its sole discretion to (a) require a Participant to pay or provide for payment of the amount of any taxes that the Affiliated Group may be required to withhold with respect to amounts that the Company credits to a Participant's Account or (b) deduct from any amount of salary, bonus,

incentive compensation or other payment otherwise payable in cash to the Participant the amount of any taxes that the Company may be required to withhold with respect to amounts that the Company credits to a Participant's Account.

10.10. Electronic or Other Media. Notwithstanding any other provision of the Plan to the contrary, including any provision that requires the use of a written instrument, the Committee may establish procedures for the use of electronic or other media in communications and transactions between the Plan or the Committee and Participants and Beneficiaries. Electronic or other media may include, but are not limited to, e-mail, the Internet, intranet systems and automated telephonic response systems and may be used, without limitation, to make elections or to make beneficiary designations required under the Plan.

10.11. Headings; Interpretation. Headings in this Plan are inserted for convenience of reference only and are not to be considered in the construction of the provisions hereof. Unless the context clearly requires otherwise, the masculine pronoun wherever used herein shall be construed to include the feminine pronoun.

10.12. Participants Deemed to Accept Plan. By accepting any benefit under the Plan, each Participant and each person claiming under or through any such Participant shall be conclusively deemed to have indicated his acceptance and ratification of, and consent to, all of the terms and conditions of the Plan and any action taken under the Plan by the Board, the Committee or the Company or the other members of the Affiliated Group, in any case in accordance with the terms and conditions of the Plan.

ARTICLE XI
PRIOR PLAN AND TRANSITION RULES

11.1. Prior Plan.

(a) Pre-2005 Deferrals. Any "amounts deferred" in taxable years beginning before January 1, 2005 under the Prior Plan (within the meaning of Section 409A of the Code) and any earnings thereon shall be governed by the terms of the Prior Plan as in effect on October 3, 2004, and it is intended that such amounts and any earnings thereon be exempt from the application of Section 409A of the Code. Nothing contained herein is intended to materially enhance a benefit or right existing under the Prior Plan as of October 3, 2004 or add a new material benefit or right to such Prior Plan. As of January 1, 2009, the Prior Plan is frozen, and neither the Company, its affiliates nor any individual shall make or permit to be made any additional contributions or deferrals under the Prior Plan (other than earnings) on or after that date.

(b) Post-2004 Deferrals. Any "amounts deferred" in taxable years beginning on or after January 1, 2005 (within the meaning of Section 409A of the Code) under the Prior Plan and any earnings thereon shall be transferred to the Plan and shall be governed by the terms and conditions of the Plan (the "Transferred Amounts").

(c) Continuation of Participation and Payment Elections. Unless otherwise determined by the Committee, participants of the Prior Plan who have Transferred Amounts under the Plan will become Participants of the Plan as of the Effective Date. The payment elections of such Participants under the Prior Plan shall remain in effect under the Plan and may only be changed in accordance with Section 4.2 or Section 11.2 hereof.

11.2. Transition Relief for Payment Elections. A Participant designated by the Committee may, no later than a date specified by the Committee (provided that such date occurs no later than December 31, 2007 or such other date as permitted under Section 409A of the Code) elect on a form provided by the Committee to (a) change the date of payment of his Account to a date otherwise permitted under the Plan or (b) change the form of payment of his Account to a form of payment otherwise permitted under the Plan, without complying with the special timing requirements of Section 4.2. Notwithstanding the preceding sentence, a Participant cannot change his Payment Election to delay payment of an amount that he would have otherwise received in the year such change is made and a Participant may not change a Payment Election to accelerate the payment of an amount due to be paid in a later year and cause such amount to be paid in the year the election change is made. This Section 11.2 is intended to comply with the requirements of Notice 2007-86 and the applicable proposed and final Treasury Regulations issued under Section 409A of the Code and shall be interpreted in a manner consistent with such intent.

Exhibit 10.4

FIRST AMENDMENT
TO THE
ABERCROMBIE & FITCH CO.
NONQUALIFIED SAVINGS AND SUPPLEMENTAL RETIREMENT PLAN (II)

This First Amendment (this "Amendment") to the Abercrombie & Fitch Co. Nonqualified Savings and Supplemental Retirement Plan (II) (the "Plan") is effective as of the dates specified herein.

WHEREAS, Abercrombie & Fitch Co. (the "Corporation") sponsors the Plan;

WHEREAS, pursuant to Article IX of the Plan, the Corporation desires to amend the Plan to eliminate the retirement credits from the Plan and to formally reflect the change implemented in 2014 to decrease the percentage of incentive compensation that can be deferred from 100% to 75%;

NOW, THEREFORE:

1. Section 5.3 of the Plan is hereby deleted and replaced with the following effective as of January 1, 2016:

> **5.3 Retirement Credits.** Effective for Plan Years commencing on or after January 1, 2016, Retirement Credits shall no longer be permitted under the Plan.

2. Section 3.3 of the Plan is hereby deleted and replaced with the following effective as of January 1, 2014, as previously communicated to participants:

> **3.3. Amount Deferred**. A Participant shall designate on the Deferral Election the portion of the participant's Base Salary, Incentive Compensation or both that is to be deferred to the participant's Deferral Sub-Account in accordance with this Article III. Unless otherwise determined by the Committee, a Participant may defer (in 1% increments) up to 75% of the participant's Base Salary and Incentive Compensation for any Plan Year.

IN WITNESS WHEREOF, the Corporation has caused this Amendment to be executed by its duly authorized representative on October 14, 2015, to be effective as specified above.

ABERCROMBIE & FITCH CO.

/s/ Stephen Keyes

By: Stephen Keyes
Its: Chair, Benefits Plans Committee