
**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 9, 2014

Abercrombie & Fitch Co.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

1-12107
(Commission
File Number)

31-1469076
(IRS Employer
Identification No.)

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

43054
(Zip Code)

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

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:

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

On October 15, 2014, Abercrombie & Fitch Co. (“A&F” or the “Registrant”) announced that Fran Horowitz, age 51, will be appointed to the position of President of its Hollister brand, and will become an executive officer of the Registrant, effective upon her commencement of employment with the Registrant. Ms. Horowitz accepted A&F’s offer of employment (the “2014 Offer Letter”) on October 9, 2014. Ms. Horowitz’s employment is contingent on her ability to commence her employment with A&F by the earlier of 366 days from her last day of employment with ANN Inc. (“ANN”) or the date on which she is contractually free to begin work, but in no event later than October 26, 2015. Ms. Horowitz is expected to commence employment with the Registrant on or around October 20, 2014.

Ms. Horowitz has served in various positions with ANN, the parent company of Ann Taylor and LOFT, two women’s specialty retail fashion brands in North America, with her last position at ANN being President of the LOFT division. Prior thereto, from 2005 to 2012, she served in various positions with Express, Inc., a specialty apparel and accessories retailer of women’s and men’s merchandise, targeting the 20 to 30-year-old customer, with her last position at Express, Inc. being Executive Vice President, Women’s Merchandising & Design.

The Registrant has determined that neither Ms. Horowitz nor any of her immediate family members has had (nor does any propose to have) a direct or indirect interest in any transaction in which the Registrant or any of the Registrant’s subsidiaries was (or is proposed to be) a participant, that would be required to be disclosed under Item 404(a) of SEC Regulation S-K.

Pursuant to the 2014 Offer Letter, Ms. Horowitz will receive an annual base salary of \$995,000, and her target incentive opportunity under A&F’s Incentive Compensation Performance Plan (the “Incentive Plan”) will be 125% of her base salary (the maximum incentive opportunity will be 250% of her base salary). Assuming that she is an active A&F associate on the payout date, and that she did not receive a Fall 2014 bonus from ANN, Ms. Horowitz will be guaranteed a minimum annual incentive payout of \$262,500 for the fiscal year ending January 31, 2015 (the “FY 2014 Guaranteed Minimum Bonus”). The FY 2014 Guaranteed Minimum Bonus would be paid at the same time as payment, if any, is made to similarly-situated senior executives of A&F under the Incentive Plan for the fiscal year ending January 31, 2015 (“Fiscal 2014”).

Upon joining A&F, Ms. Horowitz will receive a one-time sign-on bonus amount of \$450,000, less any financial benefit received from (a) the vesting of her November 2014 tranche of restricted stock and stock options from ANN and (b) any repayment or forfeiture amounts forgiven by ANN relating to prior sign-on bonuses or relocation expenses. The amount of this sign-on bonus will be less applicable taxes and other withholdings. The receipt of this sign-on bonus will be subject to her agreeing to repay the sign-on bonus in full if she resigns without good reason or is terminated for cause within 36 months of her first day of employment. In addition, Ms. Horowitz will be eligible for reimbursement of relocation expenses up to a maximum of \$80,000 (grossed up to offset federal and state taxes). Payment of these relocation expenses is subject to Ms. Horowitz agreeing to repay the expenses in full if she resigns without good reason or is terminated for cause within 36 months of her first day of employment.

Management of A&F will also recommend to the Compensation and Organization Committee of A&F’s Board of Directors (the “Compensation Committee”) that Ms. Horowitz receive an inducement grant (the “Inducement Grant”) in an amount which will be based on her start date with A&F: (i) on or before November 1, 2014 – \$1,042,000; (ii) from November 2, 2014 to December 1, 2014 – \$833,000;

(iii) from December 2, 2014 to January 1, 2015 – \$625,000; (iv) from January 2, 2015 to February 1, 2015 – \$417,000; and (v) on or after February 2, 2015 – no Inducement Grant. The final Inducement Grant value, determined in accordance with the preceding sentence, will be split with 75% of the Inducement Grant value in the form of performance share awards (“PSAs”) and 25% of the Inducement Grant value in the form of stock appreciation rights (“SARs”). In addition, management of A&F will recommend to the Compensation Committee that Ms. Horowitz be granted restricted stock units (“RSUs”) with an approximate grant date fair value of \$3,000,000, to replace the estimated present value of the ANN long-term awards which will be forfeited by Ms. Horowitz as a result of the termination of her employment with ANN (the “Equity Replacement Grant”). The PSA portion of the Inducement Grant would be upon terms and subject to vesting schedules substantially similar to those established for grants to A&F’s other senior executives during the Spring 2014 annual grant cycle; while the SAR portion of the Inducement Grant as well as the Equity Replacement Grant would be subject to a total four-year vesting schedule, under which 25% of the SARs subject to the Inducement Grant and 25% of the RSUs subject to the Equity Replacement Grant would vest on each of the first, second, third and fourth anniversaries of the grant date.

Ms. Horowitz also will be entitled to participate in A&F’s benefit plans and receive limited perquisites consistent with those provided to other senior executives of A&F.

If A&F undergoes a change in control (defined consistently with the definition of such term in A&F’s 2005 Long-Term Incentive Plan) within the first year of Ms. Horowitz’s employment and her employment is subsequently terminated by A&F or her duties diminished or her compensation reduced, A&F would continue her base salary from her separation date through the first anniversary of her employment date, subject to a minimum of six months of salary continuation, and pay her (i) the FY 2014 Guaranteed Minimum Bonus if the termination occurs during Fiscal 2014 or (ii) a pro-rated bonus based upon her target incentive opportunity under the Incentive Plan and the number of days in the fiscal year lapsed prior to the termination date if the termination occurs during the fiscal year ending January 30, 2016 (“Fiscal 2015”). Her medical benefits and life insurance would be provided, on the same basis as applies to similarly-situated active A&F associates, through the salary continuation period.

If the employment of Ms. Horowitz is terminated by A&F without cause or by Ms. Horowitz for good reason before the first anniversary date of her employment date, A&F would continue her base salary from her separation date through the first anniversary of her employment date, subject to a minimum of six months of salary continuation. If Ms. Horowitz’s employment is terminated by A&F without cause, A&F will pay her (i) the FY 2014 Guaranteed Minimum Bonus if the termination occurs during Fiscal 2014 or (ii) a pro-rated bonus based upon her target incentive opportunity under the Incentive Plan and the number of days in the fiscal year lapsed prior to the termination date if the termination occurs during Fiscal 2015. If Ms. Horowitz’s employment is terminated by her for good reason, A&F would pay her a lump sum cash payment that is equal to a pro-rated portion of \$1,250,000 based on the number of days in the fiscal year in which the separation occurs which have lapsed prior to the separation date. Her medical benefits and life insurance would continue to be provided, on the same basis as applies to similarly-situated active A&F associates, through the salary continuation period. Subject to Ms. Horowitz’s execution of a satisfactory release, on the first anniversary of her employment date, A&F would also pay Ms. Horowitz \$3,000,000, less normal taxes and other withholdings, in lieu of the Equity Replacement Grant, which would be forfeited as a result of the termination of her employment.

If the employment of Ms. Horowitz is terminated by A&F without cause or by Ms. Horowitz for good reason after the first anniversary date of her employment date but prior to the date when the Inducement Grant and the Equity Replacement Grant would fully vest, A&F would continue her base salary through the six-month anniversary of her separation date and her medical benefits and life insurance would continue to be provided, on the same basis as applies to similarly-situated active A&F associates, through the salary continuation period. If Ms. Horowitz's employment is terminated by A&F without cause, A&F would pay Ms. Horowitz a pro-rated bonus, on the six-month anniversary of her separation date, based on her target incentive opportunity under the Incentive Plan for the fiscal year in which the termination occurs and the number of days in the fiscal year lapsed prior to her separation date. If Ms. Horowitz's employment is terminated by her for good reason, A&F would pay her a lump sum cash payment that is equal to a pro-rated portion of \$1,250,000 based on the number of days in the fiscal year in which the separation occurs which have lapsed prior to the separation date. In the event of either a termination of Ms. Horowitz's employment by A&F without cause or a resignation by Ms. Horowitz for good reason, A&F would pay Ms. Horowitz an additional amount, less taxes and withholding, in lieu of the Equity Replacement Grant which would be forfeited as a result of the termination of her employment. If the separation date occurs after 25% but less than 50% of the Equity Replacement Grant has vested, A&F would pay Ms. Horowitz an additional \$2,250,000. If the separation date occurs after 50% but less than 75% of the Equity Replacement Grant has vested, A&F would pay Ms. Horowitz an additional \$1,500,000. If the separation date occurs after 75% but before 100% of the Equity Replacement Grant has vested, A&F would pay Ms. Horowitz an additional \$750,000.

This summary is qualified in its entirety by reference to the complete text of the 2014 Offer Letter, which is incorporated herein by reference and a copy of which is included as Exhibit 10.1 to this Current Report on Form 8-K.

On October 15, 2014, A&F issued a news release announcing that Fran Horowitz will be appointed to the position of President of the Hollister brand of A&F, effective upon her commencement of employment with A&F. A copy of the news release is included as Exhibit 99.1 to this Current Report on Form 8-K and incorporated herein by this reference.

Item 9.01. Financial Statements and Exhibits.

- (a) through (c) Not applicable
- (d) Exhibit:

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

<u>Exhibit No.</u>	<u>Description</u>
10.1	Offer Letter, executed October 9, 2014, by and between Abercrombie & Fitch Co. and Fran Horowitz.
99.1	News Release issued by Abercrombie & Fitch Co. on October 15, 2014 announcing that Fran Horowitz will be appointed to the position of President of its Hollister brand.

[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.

Dated: October 15, 2014

Abercrombie & Fitch Co.

By: /s/ Robert E. Bostrom

Robert E. Bostrom

Senior Vice President, General Counsel and Corporate Secretary

INDEX TO EXHIBITS

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October 8, 2014

Fran Horowitz
7935 Lambton Park Road
New Albany, Ohio 43054

Dear Fran:

We are thrilled that you are considering joining Abercrombie & Fitch (A&F) and we are pleased to extend the following offer of employment:

Position

President – Hollister Co. brand

Start Date

This offer is contingent upon your ability to commence your employment with A&F by the earlier of 366 days from your last day of employment with Ann, Inc. (“ANN”) or the date on which you are contractually free to begin work, but in no event later than October 26, 2015. If you are unable or unwilling to commence employment with A&F by October 26, 2015 this offer, even if accepted by you, is null and void and you will not be entitled to any of the terms or remuneration set forth herein.

This offer will remain open and must be accepted within 10 calendar days of the date set forth above unless the date for acceptance has been extended by mutual agreement of the parties. You must tender your resignation to your current employer on or before October 21, 2014 unless the date for doing so is extended by mutual agreement of the parties.

Base Salary

\$995,000 annually; paid bi-weekly

Annual salary adjustments based on:

- (1) Your performance
- (2) Economic factors (i.e. business conditions, inflation, job market, etc.)

The next salary review will be in March 2016.

Benefits

You will be eligible to participate in various A&F benefit programs as set forth in this letter and other relevant documents. All benefit programs are subject to change in accordance with A&F’s policies and procedures.

Sign-On Bonus

Upon your commencement of employment, A&F will provide you a one-time sign-on bonus of \$450,000 less any financial benefit received from:

- The vesting of your November tranche of restricted stock and stock options from ANN
- Any repayment or forfeiture amounts forgiven by ANN relating to prior sign-on bonuses or relocation expenses.

This sign-on bonus (less applicable taxes and other withholdings) will be made along with your first regular paycheck. In order to obtain this payment, you will be required to sign an agreement to repay the sign-on bonus in full if you resign without Good Reason (as defined later) or are terminated for Cause within thirty-six (36) months of your first day of employment.

Bonus Program

You will be eligible to participate in A&F's Bonus Program at a target payout level of 125% ("Target") of your annual base earnings and a maximum payout of 250% of your annual base earnings. At the base salary quoted in this offer, your Target annual payout is \$1,243,750, and your maximum annual payout is \$2,487,500.

- Bonus payouts will be based on the financial results achieved in the Hollister Co. brand and at the total Company level and can vary from 0% to 200% of Target payout level.
- Your eligibility and participation level are dependent on your start date.
- Annual payouts, if any, are generally paid following the completion of the twelve-month performance period. Except as otherwise provided herein, you must be an active associate on the payment date to receive a payout.

Guaranteed Bonus Payout

Except as otherwise provided herein assuming that you are an active associate on the payout date, and you did not receive a Fall 2014 bonus from ANN, you will be guaranteed a Bonus payout of \$262,500 for Fiscal Year 2014. This Guaranteed Bonus will be paid at the same time payment is made to similarly situated executives under the A&F Bonus Program for Fiscal Year 2014.

Change of Control

In the event that the Company undergoes a Change of Control within the first year of your employment and your employment is not terminated by the Company, the Company agrees that your compensation and benefits in this offer will not be decreased or diminished prior to the one-year anniversary of your employment with the Company as long as you remain actively employed by the Company, its successor or assign.

In the event that the Company undergoes a Change in Control within the first year of your employment and your employment is subsequently terminated by the Company or your duties are diminished or your compensation is reduced from what is outlined in this letter, the following will apply:

- The Company will continue your salary from your separation date through the first anniversary of your employment date. This salary shall be paid in bi-weekly installments, less applicable taxes and other withholdings, consistent with the Company's payroll practices. You will be guaranteed a minimum of six months salary, even if your termination occurs less than six months prior to your first anniversary of employment.
- During the period in which salary continuation is in effect, the Company will also provide you with medical benefits and life insurance on the same basis as applies to similarly situated active associates.
- If your employment is terminated during Fiscal Year 2014, the Company shall pay you the Guaranteed Bonus Payout set forth in this offer.
- If your employment is terminated during Fiscal Year 2015, the Company shall pay you a pro-rated bonus calculated at Target.

For the purposes of this paragraph, a Change of Control will be defined consistent with the definition set forth in the 2005 Long-Term Incentive Plan.

Termination Without Cause or for Good Reason

In the event of your termination by the Company without Cause (as defined below) or by you for "Good Reason" (as defined below) before the first anniversary date of your employment date, the following will apply:

- The Company will continue your salary from your separation date through the first anniversary of your employment date. This salary shall be paid in bi-weekly installments, less applicable taxes and other withholdings, consistent with the Company's payroll practices. You will be guaranteed a minimum of six months salary, even if your termination occurs less than six months prior to your first anniversary of employment.
- During the period in which salary continuation is in effect, the Company will also provide you with medical benefits and life insurance on the same basis as applies to similarly situated active associates.
- If your employment is terminated without Cause during Fiscal Year 2014, the Company shall pay you the Guaranteed Bonus Payout set forth in this offer.
- If your employment is terminated by you for Good Reason, the Company shall pay you a lump sum cash payment that is calculated as follows: \$1,250,000 multiplied by a fraction where the numerator is the number of days in the fiscal year through the separation date and where the denominator is the total number of days in the fiscal year.
- If your employment is terminated without Cause during Fiscal Year 2015, the Company shall pay you a pro-rated bonus calculated at Target.
- Subject to the execution of a release on a form satisfactory to the Company, on the first anniversary date of your employment date, the Company will provide you with a \$3.0 million payment, less normal taxes and other withholdings, in lieu of the Equity Replacement Grant which will be forfeited as a result of the termination of your employment.

“Cause” shall mean: (I) your conviction of, or entrance of a plea of guilty or nolo contendere to, a felony under federal or state law; or (ii) fraudulent conduct by you in connection with the business affairs of the Company; or (iii) your willful refusal to materially perform your executive duties hereunder; or (iv) your willful misconduct which has, or would have if generally known, a materially adverse effect on the business or reputation of the company; or (v) your material breach of a covenant, representation, warranty or obligation of you to the Company. As to the grounds stated in the above mentioned clauses (iii), (iv), and (v), such grounds will only constitute “Cause” once the Company has provided you written notice and you have failed to cure such issue within 30 days.

“Good Reason” shall mean, without your written consent: (i) a reduction in your base salary or target bonus as in effect from time to time; or (ii) the Company materially reduces (including as a result of any co-sharing of responsibilities arrangement) your authority, responsibilities, or duties such that you no longer have the title of, or serve or function as, President – Abercrombie & Fitch/kids brand or President – Hollister brand of the Company, or (iii) the Company requires you to be based at a location in excess of thirty miles from the location of its principal executive office as of the effective date of your employment; or (iv) the Company fails to obtain the written assumption of its obligations to you by a successor no later than the consummation of a merger, consolidation or sale of the company; or (v) a material breach by the Company of its obligations to you; which in each of the circumstances described above, is not remedied by the Company within thirty days of receipt of written notice by you to the Company.

In the event of your termination by the Company without Cause (as defined above) or by you for “Good Reason” (as defined above) after the first anniversary date of your employment date, but prior to the date when the equity replacement grant and the inducement equity grant referenced later in this letter would fully vest, the following will apply subject to the execution of a release on a form satisfactory to the Company:

- The Company will continue your salary from your separation date through the six month anniversary of your separation date. This salary shall be paid in bi-weekly installments, less applicable taxes and other withholdings, consistent with the Company’s payroll practices.

- During the period in which salary continuation is in effect, the Company will also provide you with medical benefits and life insurance on the same basis as applies to similarly situated active associates.
- If your employment is terminated without Cause, the Company shall pay you a pro-rated bonus that is calculated as follows: your Target bonus for the fiscal year in which the termination occurs multiplied by a fraction where the numerator is the number of days in the fiscal year through the separation date and where the denominator is the total number of days in the fiscal year. This bonus will be paid on the six month anniversary of your separation date.
- If your employment is terminated by you for Good Reason, the Company shall pay you a lump sum cash payment that is calculated as follows: \$1,250,000 multiplied by a fraction where the numerator is the number of days in the fiscal year through the separation date and where the denominator is the total number of days in the fiscal year.
- An additional amount, less normal taxes and other withholdings, which would be in lieu of the Equity Replacement Grant which will be forfeited as a result of the termination of your employment. This additional amount will vary based on your separation date. If your separation date occurs after 25% of your Equity Replacement Grant, but before 50% of such grant has vested, then the additional amount will be \$2.25 million. If your separation date occurs after 50% of such grant has vested, but before 75% of such grant has vested, then the additional amount will be \$1.5 million. If your separation date occurs after 75% of such grant has vested, but before 100% of such grant has vested, then the additional amount would be \$0.75 million.

Should A&F provide Change in Control, No Cause and/or Good Reason termination benefits to the Chief Operating Officer and Executive Vice Presidents during your first four years of employment, you would have a one-time right to waive participation in the above program and substitute the program that is made available to similarly situated associates. If you elect to remain with the above program, A&F would offer you a one-time opportunity following the completion of four years of employment to participate in a

Change in Control, No Cause and/or Good Reason termination benefits program that would then be available to newly hired, but otherwise similarly situated, associates. Please note that there is no guarantee that A&F would have a Change in Control, No Cause and/or Good Reason termination benefits program in effect at the point in time when you would complete four years of employment.

Relocation

You will be eligible for reimbursement of relocation expenses in accordance with the terms and conditions of the A&F Relocation Policy. All relocation benefits must be used within four months of your start date.

- A&F will provide the following relocation assistance (up to a maximum of \$80,000):
 - Movement of household goods
 - Lease break assistance
- Relocation expenses will be “grossed up” to offset Federal and State taxes.
- If you wish to have A&F pay your relocation expenses, you must sign an agreement to repay those expenses in full if you resign without Good Reason or are terminated for Cause within thirty-six (36) months of your first day of employment.

2014 Inducement Grant – Performance Share Awards (PSAs) and Stock Appreciation Rights (SARs)

Subject to the approval of the Compensation Committee of the Board of Directors or its designee and subject to the terms and conditions of the grant, you will receive an inducement grant with an approximate total value of \$2.5 million, which will be pro-rated based on the following schedule relating to your start date with A&F:

- On or before November 1, 2014– 5/12 or \$1.042 million
- November 2, 2014 to December 1, 2014– 4/12 or \$0.833 million

- December 2, 2014 to January 1, 2015- 3/12 or \$0.625 million
- January 2, 2014 to February 1, 2015– 2/12 or \$0.417 million
- On or after February 2, 2015– no 2014 Inducement Grant

The final inducement grant value, as determined above will be split with 75% of the grant value in the form of Performance Share Awards (PSAs) and 25% of the grant value in the form of Stock Appreciation Rights (SARs). The date of the grant will be determined according to Abercrombie & Fitch’s Equity Grant Policy.

Upon vesting, one PSA converts to one share of A&F stock. Subject to continued employment with A&F, the vesting schedule will be consistent with other grants made during the Spring 2014 annual grant policy.

Subject to continued employment with A&F, the SARs will vest and become exercisable on each anniversary of the grant date in accordance with the following schedule:

<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>
25%	25%	25%	25%

Annual Grant (2015 and beyond)

If you have commenced your employment prior to March 1, 2015, subject to satisfactory performance and continued employment, Management will recommend to the Compensation Committee of the Board of Directors an equity grant:

- consistent with others at similar levels to the position described in this offer; and,
- based on your performance rating and the Company’s stock price.

If your employment commences on or after March 1, 2015, subject to satisfactory performance and continued employment, you will receive a pro-rated amount of the annual grant discussed in this section above, based on the following schedule relating to your start date with A&F:

- March 1, 2015 to March 31, 2015—11/12 of the Annual Grant
- April 1, 2015 to April 30, 2015—10/12 of the Annual Grant

- May 1, 2015 to May 31, 2015—9/12 of the Annual Grant
- June 1, 2015 to June 30, 2015—8/12 of the Annual Grant
- July 1, 2015 to July 31, 2015—7/12 of the Annual Grant
- August 1, 2015 to August 31, 2015—6/12 of the Annual Grant
- September 1, 2015 to September 30, 2015—5/12 of the Annual Grant
- October 1, 2015 to October 26, 2015—4/12 of the Annual Grant
- After October 26, 2015: Not Applicable

Grants in the past have included a mixture of Restricted Stock Units, Stock Appreciation Rights and Performance Share Awards, although we anticipate that, based on current best practices in senior executive compensation, your grant will largely or completely consist of Performance Share Awards. The vesting schedules will be consistent with other grants made during the 2015 Annual Equity Grant process. Assuming that you are in good standing on the equity award date, Management will recommend an award with an approximate value of \$2.5 million.

After 2015, subject to satisfactory performance and continued employment, Management will recommend to the Compensation Committee of the Board of Directors, grants consistent with others at similar levels to the position described in this offer. These grants will also be based on your performance rating and the Company's stock price. The vesting schedules will be consistent with other grants made during each Equity Grant process.

**Equity Replacement
Grant –
Restricted Stock Units
(RSUs)**

Subject to the approval of the Compensation Committee of the Board of Directors or its designee and subject to the terms and conditions of the grant, Management will recommend an award of RSUs with an approximate grant date fair value of \$3.0 million. The date of the grant will be determined according to Abercrombie & Fitch's Equity Grant Policy. Upon vesting, one RSU converts to one share of A&F stock. Subject to continued employment with A&F, these RSUs will vest on each anniversary of the vest from date in accordance with the following 4-year vesting schedule:

<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>
25%	25%	25%	25%

A&F Qualified Savings

After one year of employment, you will be eligible to participate in the Abercrombie & Fitch Co. Savings and Retirement Plan. As a participant in this plan, you will be eligible to defer up to 50% of your base salary and Bonus payouts, or up to the IRS maximum annual deferral limit (\$17,500 plus “catch-up” contributions, if applicable for 2014), whichever is less. The first 3% of your base salary and Bonus payouts that you defer into this plan will be matched by A&F at 100%. The next 2% of your base salary and Bonus payouts that you defer into this plan will be matched at 50%.

The maximum level of pensionable compensation allowed by the IRS is \$260,000 for 2014. At the base salary and Bonus target quoted in this offer, and assuming at least a 5% base salary and Bonus target deferral into the plan, this would result in an annual company match of \$10,400. Company matching contributions and earnings are always 100% vested.

A&F Non-Qualified Savings Plan

After 30 days of employment, you will be eligible to participate in the Abercrombie & Fitch Co. Non-Qualified Savings Plan. This plan will allow you to defer up to 75% of your base salary each year, and up to 75% of your Bonus payouts. The company will match the first 3% that you defer on a dollar for dollar basis. At the base salary and Bonus target quoted in this offer, this would result in a company match of \$67,163 on a 3% base and Bonus target deferral. Company contributions and earnings vest 100% after 5 years of continuous service on the anniversary date of employment.

Healthcare Coverage

After one month of employment you will be eligible to participate in our Healthcare Benefit plans. The current associate contribution required for these benefits is as follows:

	<u>Medical/Dental</u>	<u>Vision</u>
Single Coverage	\$ 31.95 bi-weekly	\$ 2.20 bi-weekly
Single (+) One	\$ 66.95 bi-weekly	\$ 4.40 bi-weekly
Family Coverage	\$ 103.95 bi-weekly	\$ 6.80 bi-weekly

Life & Disability Insurance

After one month of employment, you will automatically be enrolled in A&F's Life & Disability Insurance plans.

Flexible Spending Account (FSA)

After one month of employment, you will be eligible to participate in A&F's Flexible Spending Account (FSA) plan. FSAs allow you to save money by paying for certain healthcare and childcare expenses with pre-tax dollars via automatic payroll deductions.

Associate Assistance Program (AAP)

After one month of employment, you will automatically be enrolled in A&F's AAP. The AAP gives you or any covered dependents access to free, confidential psychological, financial or legal counseling through our AAP provider. Up to 8 free visits, per specific issue, are available through the AAP.

A&F Gym

Effective upon hire, you will be eligible to join The A&F Gym, our state of the art 8,000 square foot on-site fitness facility. The cost of membership is only \$5.00 per bi-weekly pay period, which is paid via automatic payroll deduction after you enroll.

Merchandise Discount

You will receive a discount of 40% on qualifying purchases at all Abercrombie & Fitch and abercrombie stores. You will also receive a discount of 30% on qualifying purchases at all Hollister Co. stores.

Vacation/Personal Holidays

You will be eligible for 25 vacation days and 3 personal days per fiscal year. Vacation and personal days will be pro-rated for the first year based on your start date. The Company also grants 5 sick days and 7 paid holidays to all Home Office associates annually.

Indemnification

A&F shall indemnify, defend, and hold you harmless to the maximum extent permitted by law and the A&F by-laws against all judgments, fines, amounts paid in settlement and all reasonable expenses, including attorneys' fees incurred by you, 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 you are made or are threatened to be made a party by reason of the fact that you are or were an officer or director of A&F. Subject to the terms of the A&F D&O policies then in effect, A&F acknowledges that you will be covered and insured up to the full limits provided by all directors' and officers' insurance which A&F then maintains to indemnify its directors and officers.

Section 409A

To the extent applicable, this offer letter shall incorporate the terms and conditions required by Section 409A of the Internal Revenue Code of 1986, as amended (“Section 409A”) and this offer letter is consistent with Section 409A and Department of Treasury regulations and other interpretative guidance issued hereunder, including without limitation any such regulations or other guidance that may be issued after the date of this offer letter.

Background Inquiry

This offer of employment is contingent on the successful completion of background and reference checks.

This offer, if accepted, is for employment with the Company that is at-will, and nothing in this offer letter is to be construed as altering that at-will status or promising employment for a definite term.

Fran, we look forward to working with you and are convinced that you will be an outstanding addition to the A&F team. To indicate your acceptance of this offer, please sign below and return this letter to Human Resources.

Sincerely,

/s/ Michael Jeffries

Michael Jeffries
Chief Executive Officer

/s/ Ron Grzymkowski

Ron Grzymkowski
Senior Vice President
Human Resources

I have disclosed to you the document entitled “Confidentiality, Non-Solicitation of Associates and Non-Competition Agreement” that I entered into with Ann Taylor, Inc. in or about October 2013. I represent that, with the exception of that document, I am not subject to any restriction, covenant or limitation with any prior employer which could be construed as preventing me from working for Abercrombie & Fitch in the capacity described in this offer letter. I further represent that to the extent I am subject to an agreement that allows me to work for Abercrombie & Fitch, but that forbids me to solicit employees of another company or to share another company’s confidential information, I agree that I will not breach any such agreement while employed by Abercrombie & Fitch. I accept Abercrombie & Fitch’s offer of employment as outlined in this letter, and I am returning a signed copy to Human Resources.

/s/ Fran Horowitz Bonadies

Fran Horowitz

October 9, 2014

Date

**ABERCROMBIE & FITCH NAMES FRAN HOROWITZ
BRAND PRESIDENT OF HOLLISTER CO.**

New Albany, Ohio, October 15, 2014: Abercrombie & Fitch Co. (NYSE: ANF) today announced that Fran Horowitz will be appointed to the position of President of its Hollister brand.

Ms. Horowitz, 51, will report to A&F Chief Executive Officer Mike Jeffries and will have overall responsibility for all product and customer-facing activities for the Hollister brand, and for its financial performance.

Ms. Horowitz has 28 years of experience in retail and most recently served as the President of Ann Taylor Loft, a division of Ann Inc. Prior to Loft, Ms. Horowitz was the Executive Vice President of Women's Merchandising and Design for Express, Inc. Prior to Express, Ms. Horowitz spent 13 years with Bloomingdale's, where she served in various merchandising roles. Throughout her career, Ms. Horowitz has helped improve profitability, been a key member of executive teams that drove overall corporate strategy, and recruited, developed and led exceptional merchant and world class design teams.

Commenting on the appointment, Mike Jeffries said, "We considered many candidates for the Hollister Brand President position, and Fran clearly stood out as the right fit for the role. Her long experience in specialty and general retail, her outstanding merchandising skills, and her understanding of our culture and values, will make her a great asset to the company. We very much look forward to her leadership of our Hollister brand. We are thrilled that we have now filled both brand president positions with seasoned executives who will play leading roles in the continued execution of our long-term strategy."

Fran Horowitz said, "This is a very exciting time for the Hollister brand and I am grateful for the opportunity to work for such a well known global company as Abercrombie & Fitch. Mike is an iconic figure in the industry and I am very excited about the opportunity to work with him, and the entire team, and to lead the continued evolution of the Hollister brand."

Ms. Horowitz is a graduate of Lafayette College and received her MBA from Fordham University. She currently lives in Ohio with her husband Michael, and their two children, Abbey and Matt.

Ms. Horowitz is expected to commence employment with the company on or around October 20, 2014. Christos Angelides, the Abercrombie & Fitch and abercrombie kids Brand President, hired earlier this year, will start with the company on October 20, 2014.

About Abercrombie & Fitch

Abercrombie & Fitch Co. is a leading global specialty retailer of high-quality, casual apparel for Men, Women and kids with an active, youthful lifestyle under its Abercrombie & Fitch, abercrombie, Hollister Co. and Gilly Hicks brands. At the end of the second quarter, the Company operated 836 stores in the United States and 161 stores across Canada, Europe, Asia and Australia. The Company also operates e-commerce websites at www.bercrombie.com, www.bercrombiekids.com, www.hollisterco.com and www.gillyhicks.com.

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