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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): June 25, 2020

**Oxford Industries, Inc.**

(Exact name of registrant as specified in its charter)

**Georgia**  
(State or other jurisdiction  
of incorporation)

**001-04365**  
(Commission  
File Number)

**58-0831862**  
(IRS Employer  
Identification No.)

**999 Peachtree Street, N.E., Suite 688, Atlanta, GA**  
(Address of principal executive offices)

**30309**  
(Zip Code)

**Registrant's telephone number, including area code (404) 659-2424**

**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))

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, \$1 par value	OXM	New York Stock Exchange

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

Emerging growth company

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

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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 June 25, 2020, the Nominating, Compensation & Governance Committee (the “Committee”) of the Board of Directors of Oxford Industries, Inc. (the “Company”) approved new long-term incentive equity awards (the “2020 LTIP Awards”) pursuant to the Oxford Industries, Inc. Amended and Restated Long-Term Stock Incentive Plan (the “LTIP”).

The 2020 LTIP Awards consist of (a) service-based restricted stock awards (the “Service-Based Award”), and (b) performance-based restricted stock units (the “Performance-Based Award”) representing shares of the Company’s common stock, par value \$1.00 per share (the “RSUs”), based on multi-year total shareholder return (“TSR”) relative to a representative set of comparative group companies (the “Comparator Group”). The terms of the Service-Based Award and the Performance-Based Award granted to each named executive officer will be set forth in a Restricted Stock Award Agreement and a Performance-Based Restricted Share Unit Award Agreement, the forms of which are filed as Exhibits 10.1 and 10.2, respectively, to this Current Report on Form 8-K and are incorporated herein by reference.

In recent years, the Company has granted both service-based restricted stock awards and performance-based restricted stock awards that vest contingent upon the Company’s achievement of certain one-year earnings per share performance goals. In evaluating and approving the 2020 LTIP Awards, the Committee considered actions the Company has taken to mitigate the impact of the COVID-19 pandemic on the Company’s business, including reductions in base salary taken by certain of the Company’s named executive officers and the Company’s suspension of its cash bonus program for fiscal 2020, as well as the difficulty of establishing meaningful performance targets tied to the Company’s financial results in light of the significant uncertainties created by the pandemic and current economic conditions. The Committee believes that a mix of performance-based and service-based equity awards continues to be appropriate to further the Company’s incentive and retention objectives and that performance-based awards tied to relative TSR will effectively align the interests of our officers with those of our shareholders.

Subject to earlier forfeiture or acceleration in the event of a “change of control” as described below, the Service-Based Awards will cliff vest on July 28, 2023, while the Performance-Based Awards will vest on or after July 28, 2023 based on, among other things, the timing of the Committee’s certification of the Company’s TSR relative to the TSR of the companies in the Comparator Group during a three-year performance period commencing on July 13, 2020 and ending July 13, 2023, with the following percentage vesting schedule:

<u>Company TSR Percentile</u>	
<u>Rank vs. Comparator</u>	<u>RSUs Earned as Percentage</u>
<u>Group</u>	<u>of Target</u>
<25%	0%
25%	25%
50%	100%
75%	150%
90%	200%

The percentage of RSUs that vest will be determined by linear interpolation if the Company’s TSR percentile is between the points shown above. If the Company’s absolute TSR is negative over the performance period, the payout will not exceed 100% of the target number of performance-based RSUs.

Pursuant to the Restricted Stock Award Agreement and the Performance-Based Restricted Share Unit Award Agreement, an officer will completely forfeit his or her right in respect of the award if such officer’s employment with the Company terminates for any reason prior to the applicable vesting date, with certain exceptions. All the awards are generally subject to a “double-trigger” acceleration of vesting if there is a “change of control” of the Company. The Performance-Based Awards are not subject to “double-trigger” acceleration of vesting if such awards are neither continued following a “change of control” nor assumed or converted by the successor entity.

The Committee approved 2020 LTIP Awards for each of the named executive officers as follows:

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<u>Name</u>	<b>Performance-Based Awards (# of RSUs at target)</b>	<b>Service-Based Restricted Shares (# of shares)</b>
Thomas C. Chubb III	22,725	11,365
Thomas E. Campbell	9,090	4,545
K. Scott Grassmyer	9,090	4,545
Michelle M. Kelly	7,385	7,385
Douglas B. Wood	8,525	8,525

The number of shares that will actually be received by each named executive officer pursuant to the 2020 LTIP Awards is subject to the applicable vesting and performance criteria described above. The foregoing description of the terms of the 2020 LTIP Awards is qualified in its entirety by reference to the forms of Restricted Stock Award Agreement and Performance-Based Restricted Share Unit Award Agreement, as well as the LTIP, which are filed as Exhibits 10.1, 10.2 and 10.3, respectively, to this Current Report on Form 8-K and are incorporated herein by reference.

**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits.

Exhibit  
Number

- 10.1 [Form of Oxford Industries, Inc. Restricted Stock Award Agreement](#)
- 10.2 [Form of Oxford Industries, Inc. Performance-Based Restricted Share Unit Award Agreement](#)
- 10.3 [Oxford Industries, Inc. Amended and Restated Long-Term Stock Incentive Plan](#)
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**SIGNATURES**

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

**OXFORD INDUSTRIES, INC.**

June 29, 2020

/s/ Suraj A. Palakshappa

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Name: Suraj A. Palakshappa

Title: Vice President-Law, General Counsel and Secretary

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**OXFORD INDUSTRIES, INC.  
RESTRICTED STOCK AWARD AGREEMENT**

**(SERVICE-BASED)**

This **Restricted Stock Award Agreement** (this "Agreement") is entered into as of June \_\_, 2020 (the "Effective Date"), by and between <<Name>> ("Participant") and Oxford Industries, Inc., a Georgia corporation (the "Company"), pursuant to the Oxford Industries, Inc. Amended and Restated Long-Term Stock Incentive Plan (the "LTIP"). All capitalized terms have the meanings set forth in the LTIP unless otherwise specifically provided herein.

WHEREAS, Participant is presently employed by the Company or a Subsidiary; and

WHEREAS, the Nominating, Compensation & Governance Committee (the "Committee") of the Board of Directors of the Company has determined that it is appropriate and in the best interests of the Company and its shareholders to incent certain selected employees of the Company and/or its Subsidiaries, including Participant, to remain as employees of the Company and/or its Subsidiaries and to further align the interests of the shareholders of the Company and its key employees, such as Participant, by providing these employees with a proprietary interest in the long-term growth and financial success of Oxford; and

WHEREAS, the Committee has granted to Participant Restricted Shares pursuant to Article 7 of the LTIP and subject to the terms and conditions of this Agreement; and

WHEREAS, subject to the terms and conditions of the LTIP, this Agreement sets forth the terms and conditions of such grant of Restricted Shares from the Company to Participant.

NOW THEREFORE, in consideration of the foregoing, and of the mutual covenants and agreements of the parties set forth in this Agreement, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. Award of Restricted Stock

Pursuant to the LTIP, effective on June \_\_, 2020 (the "Grant Date"), the Company has granted to Participant <<NUMBER>> Restricted Shares, subject to the terms and conditions of this Agreement.

The Company shall cause to be issued to Participant such Restricted Shares in Participant's name, subject to the vesting and forfeiture conditions of this Agreement.

2. Vesting

(a) Vesting Date. The "Vesting Date" for Restricted Shares earned pursuant to this Agreement shall be July 28, 2023, provided, that, if Participant incurs a Change of Control Termination prior to July 28, 2023, the Vesting Date pursuant to this Agreement shall be the date of Participant's Change of Control Termination.

(b) Definitions. The following definitions apply for purposes of this Agreement:

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- (i) “Change of Control Termination” means either (x) Participant’s involuntary Separation from Service that occurs after a Change of Control and that is instituted by the Company or a Subsidiary (whichever employs Participant) other than for Cause, or (y) Participant’s Separation from Service that occurs after a Change of Control and that is instituted by Participant on account of Good Reason.
- (ii) “Change of Control” shall be deemed to occur as of the first day that any one or more of the following conditions is satisfied: (v) any “person” (as such term is used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”)), other than the Company or any Subsidiary or any employee benefit plan sponsored or maintained by the Company or any Subsidiary (including any trustee of such plan acting as trustee), becomes the “beneficial owner” (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of securities of the Company representing at least 50% of the total voting power represented by the Company’s then outstanding voting securities; (w) the commencement by an entity, person or group (other than the Company or a Subsidiary) of a tender offer or an exchange offer for more than 50% of the outstanding capital stock of the Company; (x) the effective time of (1) a merger or consolidation of the Company with one or more corporations as a result of which the holders of the outstanding voting stock of the Company immediately prior to such merger or consolidation hold less than 50% of the voting stock of the surviving or resulting corporation, or (2) a transfer of all or substantially all of the assets of the Company other than to an entity of which the Company owns at least 80% of the voting stock; (y) individuals who, as of the Effective Date, constitute the Board (the “Incumbent Board”) cease for any reason to constitute at least a majority of the Board; provided, however, that any individual becoming a director subsequent to the date hereof whose election, or nomination for election by the Company’s shareholders, was approved by a vote of at least a majority of the directors then comprising the Incumbent Board shall be considered as though such individual were a member of the Incumbent Board, but excluding, for this purpose, any such individual whose initial assumption of office occurs as a result of an actual or threatened election contest with respect to the election or removal of directors or other actual or threatened solicitation of proxies or consents by or on behalf of a “person” (as such term is used in Sections 13(d) and 14(d) of the Exchange Act) other than the Board; or (z) approval by the shareholders of the Company of a complete liquidation or dissolution of the Company. Notwithstanding the foregoing, a Change of Control shall not be deemed to have occurred (A) if its sole purpose is to change the state of the Company’s incorporation; (B) if its sole purpose is to create a holding company that will be owned in substantially the same proportions by the persons who held the Company’s securities immediately before such transaction; or (C) with respect to Participant, if Participant is part of a purchasing group that effects a Change of Control.
- (iii) “Cause” shall mean any one or more of the following: (w) Participant’s willful failure to substantially perform his or her duties with the Company or applicable Subsidiary (other than any such failure resulting from Participant’s Disability), after a demand for substantial performance is delivered to Participant that specifically identifies the manner in which the Company believes that Participant has not substantially performed his or her duties, and Participant has failed to remedy the situation within fifteen (15) business days of such notice; (x) gross negligence in the

performance of Participant's duties which results in material financial harm to the Company; (y) Participant's conviction of, or plea of guilty or nolo contendere, to any felony or any other crime involving the personal enrichment of Participant at the expense of the Company or shareholders of the Company; or (z) Participant's willful engagement in conduct that is demonstrably and materially injurious to the Company, monetarily or otherwise.

- (iv) "Good Reason" means any of the following conditions to which Participant does not consent: (x) a material diminution in Participant's compensation opportunities; (y) a material diminution in Participant's authority, duties or responsibilities; or (z) a material change in the geographic location at which Participant must perform the services hereunder. To Separate from Service on account of Good Reason, Participant must, within ninety (90) days after the initial existence of such condition, give the Company or the Subsidiary (whichever is his or her employer) written notice describing the condition that Participant believes constitutes Good Reason hereunder and declaring his or her intention to terminate for Good Reason. The Company or its Subsidiary (whichever was notified) will have thirty (30) days to remedy the condition and prevent the Separation from Service for Good Reason. If the condition is not cured within such thirty (30)-day period, Participant's employment shall be deemed to be terminated, such that s/he has a Separation from Service for Good Reason, effective as of the end of such thirty (30)-day period.
- (v) "Section 409A" shall mean Section 409A of the Internal Revenue Code of 1986, as amended.
- (vi) "Separation from Service" shall mean a "separation from service" within the meaning of Section 409A.

(c) Forfeiture. Except as specifically provided pursuant to Section 2(a) above or the Committee determines otherwise in its sole discretion, Participant will completely forfeit his or her right in respect of this Agreement, any Restricted Shares or Shares granted or that may be issued hereunder and any and all voting and dividend rights in respect of Restricted Shares or Shares hereunder (and shall receive no consideration from the Company on account of such forfeiture or any damages or compensation for the loss or forfeiture of any rights pursuant to this Agreement or any Restricted Shares or Shares granted or that may be issued hereunder and any and all voting and dividend rights in respect of Restricted Shares or Shares hereunder) if his or her employment with the Company and all Subsidiaries terminates for any reason whatsoever (whether lawfully or in breach) before July 28, 2023.

(d) Delivery of Shares. Subject to Section 7, unless Participant's rights hereunder are forfeited, including pursuant to Section 2(c), the Company will transfer physical custody of Shares representing the Restricted Shares awarded, as reflected in this Agreement, as promptly as practicable after, but in any event effective as of, the applicable Vesting Date (or if such date is not a business day, on the next business day) free of any forfeiture restrictions.

### 3. Voting and Dividend Rights

Subject to Section 2(c), from and after the Grant Date, Participant will have all voting rights and rights to dividends paid in cash with respect to the Restricted Shares pursuant to this Agreement. Such dividends will be paid to Participant on each date a cash dividend is payable to the Company's shareholders.

4. Custody of Certificates

Custody of all stock certificates, if any, evidencing Restricted Shares hereunder shall be retained by the Company, or its designated agent, for so long as such Restricted Shares are not vested. The Company shall place a legend on each certificate or other record evidencing any Restricted Shares restricting the transfer of such Shares represented thereby. As soon as practicable after the Vesting Date, the Company shall remove the restrictive legend and deliver to Participant stock certificates or other rights evidencing such Shares and the absence of any forfeiture or transfer restrictions applicable to such Shares.

5. Stock Power

Participant hereby agrees that, at any time upon the Company's request, Participant shall deliver to the Company a stock power, endorsed in blank, with respect to the Restricted Shares not then vested. The Company shall use such stock power to cancel any Restricted Shares that are not vested pursuant to this Agreement. The Company shall return such stock power to Participant with respect to any Restricted Shares that vest hereunder.

6. Adjustments

Restricted Shares granted and evidenced under this Agreement will be subject to adjustment or substitution in accordance with Section 10 of the LTIP.

7. Code Section 409A Compliance

To the extent applicable, it is intended that all Restricted Shares granted and evidenced under this Agreement will be exempt from, or alternatively in compliance with, the provisions of Section 409A. All Restricted Shares granted and evidenced under this Agreement will be interpreted and administered in a manner consistent with this intent, and any provision that would cause an award or this Agreement or any rights of Participant hereunder to fail to satisfy Section 409A will have no force and effect until amended to comply with Section 409A (which amendment may be retroactive to the extent permitted by Section 409A and may be made by the Company without Participant's consent). Without limitation of the foregoing, if any provision of this Agreement would cause compensation to be includible in Participant's income pursuant to Section 409A, then the Company may amend this Agreement in such a way as to cause substantially similar economic results without causing such inclusion; any such amendment shall be made by providing notice of such amendment to Participant, and shall be binding on Participant.

8. Section 83(b)

Except as provided in this Agreement, Restricted Shares granted and evidenced under this Agreement are not transferable and are subject to a substantial risk of forfeiture. Participant may, within the thirty (30) day period after the Grant Date, in Participant's sole discretion make an election with the Internal Revenue Service under Section 83(b) of the Code. If Participant makes such an election, Participant will promptly file a copy of such election with the Company.

9. Non-Transferability

Participant's interest in this Agreement and any Restricted Shares are not transferable. Without limitation of the foregoing, no Restricted Shares or other rights pursuant to this Agreement may be anticipated, alienated, encumbered, sold, pledged, assigned, transferred or subjected to any charge or legal process, and any sale, pledge, assignment or other attempted transfer shall be null and void.

10. Objectives; Administration

(a) Objectives. This Agreement is being entered into in order to attract, retain and motivate Participant by providing Participant with a proprietary interest in the long-term growth and financial success of the Company.

(b) Committee Authority. The Committee shall mean the committee described in Article 4 of the LTIP. The Committee shall have all discretion and authority necessary or appropriate to interpret the provisions of this Agreement.

(c) Decisions Binding. All decisions, determinations and actions of the Committee in connection with the construction, interpretation, administration or application of this Agreement shall be final, conclusive and binding on all persons, including the Company, its shareholders, Participant, and their respective estates and beneficiaries, and shall be given the maximum deference permitted by law.

(d) LTIP. All Restricted Shares and Participant's rights pursuant to this Agreement shall, in addition to being subject to the terms and conditions set forth herein, be subject to the additional terms and conditions of the LTIP, as in effect on the Effective Date or as may be amended thereafter. In the event of any conflict between the terms of this Agreement and the terms of the LTIP, the LTIP shall control.

(e) No Individual Liability. No member of the Committee or any officer of the Company shall be liable for any determination, decision or action made in good faith with respect to this Agreement or any payment under this Agreement.

11. Electronic Delivery and Signature

Participant consents and agrees to electronic delivery of any LTIP documents, proxy materials, annual reports and other related documents. If the Company establishes procedures for an electronic signature system for delivery and acceptance of any LTIP documents (including documents relating to any award or grant made under this Agreement) which comply with applicable laws, Participant consents to such procedures and agrees that Participant's electronic signature is the same as, and shall have the same force and effect as, Participant's manual signature. Participant consents and agrees that any such procedures and delivery may be effected by a third party engaged by the Company to provide administrative services related to the LTIP or this Agreement, including any Restricted Shares granted and evidenced under this Agreement.

12. Tax Withholding

The Company and any Subsidiary which acts as Participant's employer shall have the right to (a) make deductions from the number of Shares otherwise deliverable to Participant pursuant to this Agreement (and any other amounts payable under this Agreement) in an amount sufficient to satisfy withholding of any federal, state, local or foreign taxes required by law, (b) make deductions from compensation otherwise payable to Participant, pursuant to this Agreement or otherwise, in an amount sufficient to satisfy withholding of any federal, state, local or foreign taxes required by law, including in respect of any dividends earned and payable to Participant in respect of Restricted Shares granted and evidenced under this Agreement, (c) take such other action as may be necessary or appropriate to satisfy any tax or similar required withholding obligations, and/or (d) enter into such elections as the Company may require or request immediately before (or within the prescribed time limits) any Shares are issued to Participant pursuant to this Agreement for the purposes of any taxes.

### 13. No Guarantee of Employment

Any Restricted Shares granted and evidenced under this Agreement will not be considered salary or other compensation for the purposes of any severance pay or similar allowance, except where required by law. This Agreement shall not confer upon Participant any right with respect to continuance of employment with the Company or a Subsidiary, nor shall it interfere in any way with any right that the Company or a Subsidiary would otherwise have to terminate Participant's employment at any time. Notwithstanding any other provision of this Agreement:

(a) the LTIP and this Agreement shall not form any part of any contract of employment between Participant and the Company or any Subsidiary, and they shall not confer on Participant any legal or equitable rights (other than those constituting the Restricted Shares) against the Company or any Subsidiary, directly or indirectly, or give rise to any cause of action in law or in equity against the Company or any Subsidiary;

(b) the benefits to Participant under this Agreement shall not form any part of Participant's wages or remuneration or count as pay or remuneration for pension fund or other purposes (unless otherwise specified in such plans); and

(c) except as otherwise expressly set forth herein, in no circumstances will Participant on ceasing to hold office or employment with the Company or any Subsidiary be entitled to any compensation for any loss of any right or benefit or prospective right or benefit under this Agreement which Participant might otherwise have enjoyed whether such compensation is claimed by way of damages for wrongful dismissal or other breach of contract or by way of compensation for loss of office or otherwise.

### 14. Data Privacy

Information about Participant and Participant's interest in any Restricted Shares or Shares granted hereunder or in Participant's interest in this Agreement may be collected, recorded and held, used, transferred and disclosed for any purpose relating to the administration of Participant's rights pursuant to this Agreement. Participant understands and acknowledges that such processing of the information (which may include Participant's personal data) may need to be carried out by the Company, Subsidiaries and third party administrators whether such persons are located within Participant's country or elsewhere, where data protection laws may not be comparable to Participant's country of residence. Participant consents to the processing and transfer of information relating to Participant and receipt of the Restricted Shares and/or Shares under this Agreement in any one or more of the ways referred to above.

### 15. Governing Law

This Agreement will be construed, administered and governed in all respects under and by the applicable laws of the State of Georgia, without regard to any conflicts or choice of law rule or principle.

IN WITNESS WHEREOF, this Agreement has been executed and delivered by the Company on the terms and conditions set forth above.

OXFORD INDUSTRIES, INC.

By: \_\_\_\_\_  
Title:

I hereby agree to the terms and conditions of this Agreement as a condition of the award made to me.

Participant

\_\_\_\_\_  
<<Name>>

**FORM OF  
OXFORD INDUSTRIES, INC.  
PERFORMANCE-BASED RESTRICTED SHARE UNIT AWARD AGREEMENT**

**(2020 – 2023 PERFORMANCE-BASED VESTING - RELATIVE TSR)**

This Performance-Based Restricted Share Unit Award Agreement (this “Agreement”) is entered into as of \_\_\_\_\_, 2020 (the “Effective Date”), by and between <<**Name**>> (“**Participant**”) and Oxford Industries, Inc., a Georgia corporation (the “Company”), pursuant to the Oxford Industries, Inc. Amended and Restated Long-Term Stock Incentive Plan (the “LTIP”). All capitalized terms have the meanings set forth in the LTIP unless otherwise specifically provided herein, including those definitions set forth in Exhibit A.

WHEREAS, Participant is presently employed by the Company or a Subsidiary; and

WHEREAS, the Nominating, Compensation & Governance Committee (the “Committee”) of the Board of Directors of the Company has determined that it is appropriate and in the best interests of the Company and its shareholders to incent certain selected employees of the Company and/or its Subsidiaries, including Participant, to remain as employees of the Company and/or its Subsidiaries and to further align the interests of the shareholders of the Company and its key employees, such as Participant, by providing these employees with a proprietary interest in the long-term growth and financial success of the Company; and

WHEREAS, the Committee has awarded Participant, among certain selected employees of the Company and/or its Subsidiaries, performance-based Restricted Share Units pursuant to Article 8 of the LTIP and the terms and conditions of this Agreement in order to increase Participant’s participation in the success of the Company; and

WHEREAS, subject to the terms and conditions of the LTIP, this Agreement sets forth the terms and conditions of such award from the Company to Participant.

NOW THEREFORE, in consideration of the foregoing, and of the mutual covenants and agreements of the parties set forth in this Agreement, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. Grant of Restricted Share Units

The Company hereby grants to Participant a target award of <<**Target**>> performance-based Restricted Share Units (*i.e.*, units representing shares of the Company’s common stock, par value \$1.00 per share) (the “Award”), which shall vest and become unrestricted in accordance with Section 2 and Exhibit A hereto.

2. Vesting; Shares

(a) Performance-Based Vesting. The actual number of Shares that may be issued to Participant will range from 0% to 200% of the Award, and depends, among other things, on the Company’s Total Shareholder Return relative to the Total Shareholder Return of the companies

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in the Comparator Group, all in accordance with the terms and conditions set forth in this Agreement (including the exhibits hereto).

(b) Vesting Date. Subject to earlier forfeiture pursuant to Section 2(e), or acceleration in the event of a Change of Control or Change of Control Termination as provided in Exhibit A, the actual number of Restricted Share Units earned by Participant pursuant to this Agreement will vest (the "Vesting Date") on the later of (i) the third (3<sup>rd</sup>) business day following the Committee Certification or (ii) July 28, 2023. The Company will promptly notify Participant following the date of the Committee Certification as to the number of Restricted Share Units earned by Participant and the Shares or other remuneration issued in respect thereof in accordance with this Article 2, subject to satisfaction of any required tax withholding obligations. The Participant shall forfeit any portion of the Restricted Stock Units subject to this Agreement that is not vested upon the conclusion of the Performance Period.

(c) Form of Payment. Except as provided under Section 2(f), the Restricted Share Units actually earned by Participant under this Agreement will be payable solely in Shares. Subject to any forfeiture conditions herein, the Company will deliver to Participant Shares in settlement of the Restricted Share Units actually earned pursuant to this Agreement (with one Share being issued in respect of each Restricted Share Unit), as designated in the Committee Certification, as promptly as practicable after the applicable Vesting Date (and in no event later than 60 days following the conclusion of the Performance Period).

(d) Fractional Shares. The Company shall not issue any fractional Shares pursuant to this Agreement. Any determination of fractional Shares represented by Restricted Share Units based upon the Company's relative TSR during the Performance Period or otherwise shall be rounded up to the next whole Share.

(e) Forfeiture. Except as specifically provided pursuant to Section 2(b) above or the Committee determines otherwise in its sole discretion, Participant will completely forfeit his or her right in respect of any Restricted Share Units, Shares, dividend equivalents and other rights under this Agreement (and shall receive no consideration from the Company on account of such forfeiture or any damages or compensation for the loss or forfeiture of any Restricted Share Units, Shares, dividend equivalents and other rights under this Agreement) if his or her employment with the Company and all Subsidiaries terminates for any reason whatsoever (whether lawfully or in breach) before the Vesting Date.

(f) Absence of Exchange. If for any reason, including a Change of Control, the Shares cease to exist or are no longer traded on the New York Stock Exchange, the NASDAQ Stock Market or any other nationally recognized stock exchange, in lieu of the Company delivering Shares in settlement of Restricted Share Units earned pursuant to this Agreement in accordance with Section 2(c), the Company may, provided the Participant's interest in the Restricted Share Units have not been forfeited in accordance with this Agreement, pay to the Participant (or his or her estate, in the event of death) an amount in cash equal to the number of Shares (based on the Fair Market Value of the Shares on the last trading day prior to such date the Shares ceased to exist or were no longer traded on an applicable stock exchange) the Participant would otherwise have received absent such event, subject to satisfaction of any required tax withholding obligations. Such cash payment shall be made at the same time as provided in Section 2(c).

### 3. Clawback Policy

The Company has developed an Incentive-Based Compensation Recoupment Policy (the “Clawback Policy”) generally providing that, if the Company is required to materially restate its financial statements due to the Company’s material noncompliance with any financial reporting requirement under the federal securities laws, then the Company, at the direction and in the discretion of the Committee, may seek to recover incentive-based compensation by any current or former executive officer of the Company at the time of such noncompliance. The Award and any Restricted Shares, Shares or other remuneration which Participant may receive or be entitled to receive pursuant to this Agreement is subject to the terms of the Clawback Policy, as may be in effect and applicable from time to time, as well as any similar provisions of applicable law, any of which could in certain circumstances require repayment or forfeiture of the Award or any Shares or other cash or property received pursuant to this Agreement (including any value received from a disposition of Shares acquired pursuant to this Agreement).

4. No Shareholder Rights; Dividend Equivalents

(a) No Shareholder Rights. Participant shall not have any rights of a shareholder of the Company with respect to Restricted Share Units or any Shares issuable upon the vesting of the Award (including the right to vote and to receive dividends and other distributions paid with respect to Shares), unless and until, and only to the extent, the Award is settled by the issuance of Shares to Participant.

(b) Dividend Equivalents. Notwithstanding the foregoing Section 4(a), promptly following the Vesting Date, an amount equal to any cash dividends that would have been payable to Participant if the Shares underlying the Award had been issued to Participant on the Effective Date shall be paid in cash to Participant with respect to the actual number of Shares issued to Participant in respect of Restricted Share Units earned pursuant to this Agreement. To the extent that the right to receive Shares (or cash, pursuant to Section 2(f)) under this Agreement is forfeited, all dividends equivalents otherwise payable with respect to such Shares shall also be forfeited. This Section 4(b) shall not apply with respect to record dates for dividends occurring prior to the Performance Period or after the Vesting Date.

5. Adjustments

Restricted Share Units and the Shares issuable under this Agreement will be subject to adjustment or substitution in accordance with Section 10 of the LTIP.

6. Non-Transferability

Participant’s interest in this Agreement and any Restricted Share Units are not transferable. Without limitation of the foregoing, no Restricted Share Units or other rights pursuant to this Agreement may be anticipated, alienated, encumbered, sold, pledged, assigned, transferred or subjected to any charge or legal process, and any sale, pledge, assignment or other attempted transfer shall be null and void.

7. Code Section 409A Compliance

To the extent applicable, it is intended that the Award and any Shares earned under this Agreement will be exempt from, or alternatively in compliance with, the provisions of Section 409A. The Award and any Shares earned under this Agreement will be interpreted and administered in a manner consistent with this intent, and any provision that would cause the Award or this Agreement or any rights of Participant hereunder to fail to satisfy Section 409A will have no force and effect until

amended to comply with Section 409A (which amendment may be retroactive to the extent permitted by Section 409A and may be made by the Company without Participant's consent). Without limitation of the foregoing, if any provision of this Agreement would cause compensation to be includible in Participant's income pursuant to Section 409A, then the Company may amend this Agreement in such a way as to cause substantially similar economic results without causing such inclusion; any such amendment shall be made by providing notice of such amendment to Participant, and shall be binding on Participant.

#### 8. Objectives; Administration

(a) Objectives. This Agreement is being entered into in order to attract, retain and motivate Participant by providing Participant with a proprietary interest in the long-term growth and financial success of the Company.

(b) Committee Authority. The Committee shall mean the committee described in Article 4 of the LTIP. The Committee shall have all discretion and authority necessary or appropriate to interpret the provisions of this Agreement, including, but not limited to, the calculation of the Company's relative Total Shareholder Return.

(c) Decisions Binding. All decisions, determinations and actions of the Committee in connection with the construction, interpretation, administration or application of this Agreement shall be final, conclusive and binding on all persons, including the Company, its shareholders, Participant, and their respective estates and beneficiaries, and shall be given the maximum deference permitted by law.

(d) LTIP. All Restricted Share Units and Participant's rights pursuant to this Agreement shall, in addition to being subject to the terms and conditions set forth herein, be subject to the additional terms and conditions of the LTIP, as in effect on the Effective Date or as may be amended thereafter. In the event of any conflict between the terms of this Agreement and the terms of the LTIP, the LTIP shall control.

(e) Deferred Compensation Plan. Pursuant to Section 2.2(c)(5) of the Company's Deferred Compensation Plan (as amended and restated effective June 13, 2012), the Committee has determined that the Restricted Share Units pursuant to the Award and this Agreement shall not be deemed to be "Eligible Compensation" subject to the terms of such plan, as may be in effect from time to time.

(f) No Individual Liability. No member of the Committee or any officer of the Company shall be liable for any determination, decision or action made in good faith with respect to this Agreement or any award or payment under this Agreement.

#### 9. Electronic Delivery and Signature

Participant consents and agrees to electronic delivery of any LTIP documents, proxy materials, annual reports and other related documents. If the Company establishes procedures for an electronic signature system for delivery and acceptance of any LTIP documents (including documents relating to any award or grant made under this Agreement) which comply with applicable laws, Participant consents to such procedures and agrees that Participant's electronic signature is the same as, and shall have the same force and effect as, Participant's manual signature. Participant consents and agrees that any such procedures and delivery may be effected by a third party engaged by the

Company to provide administrative services related to the LTIP or this Agreement, including any Restricted Share Units or Shares issued under this Agreement.

#### 10. Tax Withholding

The Company and any Subsidiary which acts as Participant's employer shall have the right to (a) make deductions from the number of Shares otherwise deliverable to Participant pursuant to this Agreement and any cash payments with respect to dividend equivalents otherwise deliverable to Participant hereunder (and any other amounts payable under this Agreement) in an amount sufficient to satisfy withholding of any federal, state, local or foreign taxes required by law, (b) make deductions from compensation otherwise payable to Participant, pursuant to this Agreement or otherwise, in an amount sufficient to satisfy withholding of any federal, state, local or foreign taxes required by law, including in respect of any Shares otherwise deliverable to Participant pursuant to this Agreement and any cash payments with respect to dividend equivalents otherwise deliverable to Participant hereunder (and any other amounts payable under this Agreement), (c) take such other action as may be necessary or appropriate to satisfy any tax or similar required withholding obligations, and/or (d) enter into such elections as the Company may require or request immediately before (or within the prescribed time limits) any Shares are delivered to Participant pursuant to this Agreement for the purposes of any taxes.

#### 11. No Guarantee of Employment

Any award or other payment made pursuant to this Agreement, including any Restricted Share Units or Shares issued hereunder, will not be considered salary or other compensation for the purposes of any severance pay or similar allowance, except where required by law. This Agreement shall not confer upon Participant any right with respect to continuance of employment with the Company or a Subsidiary, nor shall it interfere in any way with any right that the Company or a Subsidiary would otherwise have to terminate Participant's employment at any time. Notwithstanding any other provision of this Agreement:

(a) the LTIP and this Agreement shall not form any part of any contract of employment between Participant and the Company or any Subsidiary, and they shall not confer on Participant any legal or equitable rights (other than those constituting the Restricted Share Units) against the Company or any Subsidiary, directly or indirectly, or give rise to any cause of action in law or in equity against the Company or any Subsidiary;

(b) the benefits to Participant under this Agreement shall not form any part of Participant's wages or remuneration or count as pay or remuneration for pension fund or other purposes (unless otherwise specified in such plans); and

(c) except as otherwise expressly set forth herein, in no circumstances will Participant on ceasing to hold office or employment with the Company or any Subsidiary be entitled to any compensation for any loss of any right or benefit or prospective right or benefit under this Agreement which Participant might otherwise have enjoyed whether such compensation is claimed by way of damages for wrongful dismissal or other breach of contract or by way of compensation for loss of office or otherwise.

#### 12. Data Privacy

Information about Participant and Participant's interest in any Restricted Share Units or Shares granted hereunder or in Participant's interest in this Agreement may be collected, recorded and held, used, transferred and disclosed for any purpose relating to the administration of Participant's rights pursuant to this Agreement. Participant understands and acknowledges that such processing of the information (which may include Participant's personal data) may need to be carried out by the Company, Subsidiaries and third party administrators whether such persons are located within Participant's country or elsewhere, where data protection laws may not be comparable to Participant's country of residence. Participant consents to the processing and transfer of information relating to Participant and receipt of the awards, including any Restricted Share Units and/or Shares, under this Agreement in any one or more of the ways referred to above.

13. Governing Law

This Agreement will be construed, administered and governed in all respects under and by the applicable laws of the State of Georgia, without regard to any conflicts or choice of law rule or principle.

IN WITNESS WHEREOF, this Agreement has been executed and delivered by the Company on the terms and conditions set forth above.

OXFORD INDUSTRIES, INC.

By: \_\_\_\_\_  
Title:

I hereby agree to the terms and conditions of this Agreement as a condition of the award made to me.

Participant

\_\_\_\_\_  
<<Name>>

**EXHIBIT A**  
PERFORMANCE-BASED VESTING

1. Maximum Restricted Share Units. The maximum number of performance-based Restricted Share Units subject to this Agreement is <<Maximum>> (i.e., 200% of the target number).

2. Performance Objective. The Performance Objective is relative “Total Shareholder Return” (as such term is defined below) for the Performance Period.

3. Definitions.

a) “Beginning Price” means, with respect to the Company and each other company in the Comparator Group, the average of the closing market prices of such company’s common stock on the principal exchange on which such stock is traded for the twenty (20) consecutive trading days ending with the last day before the beginning of the Performance Period. For the purpose of determining Beginning Price, the value of dividends and other distributions shall be determined by treating them as reinvested in additional shares of stock at the closing market price on the corresponding ex-dividend date.

b) “Cause” shall mean any one or more of the following: (w) Participant’s willful failure to substantially perform his or her duties with the Company or applicable Subsidiary (other than any such failure resulting from Participant’s Disability), after a demand for substantial performance is delivered to Participant that specifically identifies the manner in which the Company believes that Participant has not substantially performed his or her duties, and Participant has failed to remedy the situation within fifteen (15) business days of such notice; (x) gross negligence in the performance of Participant’s duties which results in material financial harm to the Company; (y) Participant’s conviction of, or plea of guilty or nolo contendere, to any felony or any other crime involving the personal enrichment of Participant at the expense of the Company or shareholders of the Company; or (z) Participant’s willful engagement in conduct that is demonstrably and materially injurious to the Company, monetarily or otherwise.

c) “Change of Control” shall be deemed to occur as of the first day that any one or more of the following conditions is satisfied: (v) any “person” (as such term is used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”)), other than the Company or any Subsidiary or any employee benefit plan sponsored or maintained by the Company or any Subsidiary (including any trustee of such plan acting as trustee), becomes the “beneficial owner” (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of securities of the Company representing at least 50% of the total voting power represented by the Company’s then outstanding voting securities; (w) the commencement by an entity, person or group (other than the Company or a Subsidiary) of a tender offer or an exchange offer for more than 50% of the outstanding capital stock of the Company; (x) the effective time of (1) a merger or consolidation of the Company with one or more corporations as a result of which the holders of the outstanding voting stock of the Company immediately prior to such merger or consolidation hold less than 50% of the voting stock of the surviving or resulting corporation, or (2) a transfer of all or substantially all of the assets of the Company other than to an entity of which the Company owns at least 80% of the voting stock; (y) individuals who, as of the Effective Date, constitute the Board (the “Incumbent Board”) cease for any reason to constitute at least a majority of the Board; provided, however, that any individual becoming a director subsequent to the date hereof

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whose election, or nomination for election by the Company's shareholders, was approved by a vote of at least a majority of the directors then comprising the Incumbent Board shall be considered as though such individual were a member of the Incumbent Board, but excluding, for this purpose, any such individual whose initial assumption of office occurs as a result of an actual or threatened election contest with respect to the election or removal of directors or other actual or threatened solicitation of proxies or consents by or on behalf of a "person" (as such term is used in Sections 13(d) and 14(d) of the Exchange Act) other than the Board; or (z) approval by the shareholders of the Company of a complete liquidation or dissolution of the Company. Notwithstanding the foregoing, a Change of Control shall not be deemed to have occurred if (A) its sole purpose is to change the state of the Company's incorporation; (B) its sole purpose is to create a holding company that will be owned in substantially the same proportions by the persons who held the Company's securities immediately before such transaction; or (C) with respect to Participant, if Participant is part of a purchasing group that effects a Change of Control.

d) "Change of Control Termination" means either (i) Participant's involuntary Separation from Service that occurs after a Change of Control and that is instituted by the Company or a Subsidiary (whichever employs Participant) other than for Cause, or (ii) Participant's Separation from Service that occurs after a Change of Control and that is instituted by Participant on account of Good Reason.

e) "Comparator Group" means the companies listed on Exhibit B.

f) "Ending Price" means, with respect to the Company and each other company in the Comparator Group, the average of the closing market prices of such company's common stock on the principal exchange on which such stock is traded for the twenty (20) consecutive trading days ending on the last trading day of the Performance Period. For the purpose of determining Ending Price, the value of dividends and other distributions shall be determined by treating them as reinvested in additional shares of stock at the closing market price on the corresponding ex-dividend date.

g) "Good Reason" means any of the following conditions to which Participant does not consent: (i) a material diminution in Participant's compensation opportunities; (ii) a material diminution in Participant's authority, duties or responsibilities; or (iii) a material change in the geographic location at which Participant must perform the services hereunder. To Separate from Service on account of Good Reason, Participant must, within ninety (90) days after the initial existence of such condition, give the Company or the Subsidiary (whichever is his employer) written notice describing the condition that Participant believes constitutes Good Reason hereunder and declaring his intention to terminate for Good Reason. The Company or its Subsidiary (whichever was notified) will have thirty (30) days to remedy the condition and prevent the Good Reason Separation from Service. If the condition is not cured within such thirty (30)-day period, Participant's employment shall be deemed to be terminated, such that he has a Separation from Service for Good Reason, effective as of the end of such thirty (30)-day period.

h) "Performance Period" shall mean the three (3) year period starting July 13, 2020 and ending July 13, 2023.

i) "Section 409A" shall mean Section 409A of the Internal Revenue Code of 1986, as amended.

j) “Separation from Service” shall mean a “separation from service” within the meaning of Section 409A.

k) “Total Shareholder Return” or “TSR” means total shareholder return and shall be determined with respect to the Company and each other company in the Comparator Group by dividing: (i) the sum of (x) the difference obtained by subtracting the applicable Beginning Price from the applicable Ending Price plus (y) all dividends and other distributions as to which the ex-dividend date occurs during the Performance Period (for purposes of clarity, without duplicating any dividends and other distributions as to which the ex-dividend date occurs during the period of twenty (20) consecutive trading days ending on the last trading day of the Performance Period that are taken into account in the determination of Ending Price) by (ii) the Beginning Price. Any non-cash distributions shall be ascribed such dollar value as may be determined by or at the direction of the Committee. For the purpose of determining TSR, the value of dividends and other distributions shall be determined by treating them as reinvested in additional shares of stock at the closing market price on the corresponding ex-dividend date.

4. Committee Certification. As soon as practicable (and in any event within thirty (30) days) following the end of the Performance Period, the Committee will certify (the “Committee Certification”) the level of the Performance Objective achieved by the Company for the Performance Period and the actual number of Restricted Share Units earned by Participant pursuant to this Agreement. The performance-based Restricted Share Units subject to vesting pursuant to this Agreement will be subject to forfeiture and cancellation by the Company if the Company’s performance during the Performance Period does not meet or exceed the threshold percentile rank of the Performance Objective for the Performance Period. Performance at or above the threshold level will result in performance-based Restricted Share Units becoming vested as set forth below, and Shares underlying such vested performance-based Restricted Share Units shall be distributed in accordance with this Agreement following completion of the certification described above.

5. Calculation. For purposes of this Agreement, the number of Shares earned will be calculated as follows:

a) **FIRST**: For the Company and for each other company in the Comparator Group, determine the TSR for the Performance Period.

b) **SECOND**: Rank the TSR values determined in the FIRST step from low to high (with the company having the lowest TSR being ranked number 1, the company with the second lowest TSR ranked number 2, and so on) and determine the Company’s percentile rank based upon its position in the list by dividing the Company’s position by the total number of companies (including the Company) in the Comparator Group and rounding the quotient to the nearest hundredth. For example, if the Company were ranked 60 on the list out of 80 companies (including the Company), its percentile rank would be 75%.

c) **THIRD**: Plot the percentile rank for the Company determined in the SECOND step into the appropriate band in the left-hand column of the table below and determine the number of shares earned as a percent of target, which is the figure in the right-hand column of the table below corresponding to that percentile rank. Use linear interpolation between points in the table below to determine the percentile rank and the corresponding Restricted Share Units earned if the Company’s percentile rank is greater than 25% and less than 90%

but not exactly one of the percentile ranks listed in the left-hand column. For example, if the Company's percentile rank is 62.5%, then 125% of target Restricted Share Units would be earned.

<b>Performance Level</b>	<b>TSR Percentile Rank<sup>(1)</sup></b>	<b>RSUs Earned as % of Target<sup>(1)</sup></b>
Below threshold	< 25.0%	0%
Threshold	25.0%	25%
Target <sup>(2)</sup>	50.0%	100%
Maximum	75.0%	150%
Stretch	90.0%	200%

(1) Linear interpolation between points shown.

(2) Payout is capped at 100% of target if absolute TSR is negative.

6. Additional Rules. The following additional rules shall apply to the computation of the number of Restricted Share Units earned:

a) If the Company's absolute TSR is negative over the Performance Period, the payout shall not exceed 100% of target.

b) The minimum earnout is zero and the maximum earnout is 200% of target. There is no minimum number of Restricted Share Units, Shares or other consideration that Participant will receive, and no Restricted Shared Units will be earned if the percentile rank is lower than 25.0% in the Performance Period.

c) With respect to the computation of TSR, Beginning Price and Ending Price, there shall be an equitable and proportionate adjustment to the extent (if any) necessary to preserve the intended incentives of this Agreement and mitigate the impact of any stock split, stock dividend, reverse stock split or other extraordinary event (with respect to the Company and any other company in the Comparator Group) occurring during the Performance Period (or during the applicable 20-day period in determining Beginning Price or Ending Price, as the case may be). The Committee's determination of whether such an adjustment is required (and the extent of any such adjustment) shall be final and binding.

d) Notwithstanding anything in this Agreement to the contrary, the Committee reserves the right to reduce the number of Restricted Share Units earned by Participant (including to zero) if the Committee in its discretion determines that the number of Restricted Share Units otherwise earned by Participant would not properly reflect the performance of Participant or the Company, whether due to unforeseen circumstances or otherwise.

7. Change of Control.

a) Notwithstanding anything to the contrary, if a Change of Control occurs and the Award and this Agreement are not continued following such event or assumed or converted into restricted share units of any successor entity to the Company (the "Successor Entity"), the Award will vest as of the date of such Change of Control with respect to a number of Restricted Share Units determined as follows:

- (i) if the Change of Control occurs on or prior to July 13, 2021, the Award shall become vested as to the target number of Restricted Share Units subject to the Award;
- (ii) if the Change of Control occurs after July 13, 2021 but prior to the end of the Performance Period, the number of Restricted Share Units subject to the Award that vest shall be determined as though the Performance Period ended as of the date of the Change of Control, and the vesting percentage under Section 5 of this Exhibit A shall be determined based on actual TSR for the Company and the other companies in the Comparator Group for such shortened performance period; and
- (iii) if the Change of Control occurs on or after the end of the Performance Period but prior to the Vesting Date, the number of Restricted Share Units subject to the Award that vest shall be determined in accordance with Section 5 of this Exhibit A.

b) Notwithstanding anything to the contrary in this Agreement, if (i) a Change of Control occurs and the Award and this Agreement are continued following such event or assumed or converted into restricted share units of the Successor Entity, and (ii) Participant incurs a Change of Control Termination prior to the Vesting Date, the vesting date and the number of Shares to be delivered to Participant pursuant to this Agreement shall be determined in accordance with the following:

<b>Event</b>	<b>Determination of RSUs Earned by Participant</b>	<b>Vesting Date</b>
Change of Control Termination on or prior to July 13, 2021	Participant will be entitled to the target number of Restricted Share Units pursuant to this Agreement	Date of Participant's Change of Control Termination
Change of Control Termination after July 13, 2021 but prior to the Vesting Date where Change of Control takes place on or prior to July 13, 2021	Participant will be entitled to the target number of Restricted Share Units pursuant to this Agreement	Date of Participant's Change of Control Termination
Change of Control Termination after July 13, 2021 but prior to the Vesting Date where Change of Control takes place after July 13, 2021	Participant will be entitled to the greater of (i) the number of Shares represented by the target number of Restricted Share Units pursuant to this Agreement, or (ii) the number of Restricted Share Units subject to this Agreement if the Performance Period ended as of the date of the Change of Control Termination	Date of Participant's Change of Control Termination

**EXHIBIT B**  
COMPARATOR GROUP

Abercrombie & Fitch Co. (ANF)	Levi Strauss & Co. (LEVI)
American Eagle Outfitters, Inc. (AEO)	lululemon athletica inc. (LULU)
Capri Holdings Limited (CPRI)	PVH Corp. (PVH)
Carters, Inc. (CRI)	Ralph Lauren Corporation (RL)
Chico's FAS, Inc. (CHS)	Steven Madden, Ltd. (SHOO)
Columbia Sportswear Company (COLM)	Tapestry, Inc. (TPR)
Crocs, Inc. (CROX)	The Buckle, Inc. (BKE)
Deckers Outdoor Corporation (DECK)	The Cato Corporation (CATO)
Delta Apparel, Inc. (DLA)	The Children's Place, Inc. (PLCE)
Duluth Holdings Inc. (DLTH)	The Gap, Inc. (GPS)
G-III Apparel Group, Ltd. (GIII)	Urban Outfitters, Inc. (URBN)
Guess?, Inc. (GES)	V. F. Corporation (VFC)
Kontoor Brands, Inc. (KTB)	Vera Bradley, Inc. (VRA)
L Brands, Inc. (LB)	Vince Holding Corp. (VNCE)

The Committee may decide to adjust, in its sole judgment, the Comparator Group, including the calculation of TSR, Beginning Price and/or Ending Price for any company in the Comparator Group, to reflect certain extraordinary events that may occur during the Performance Period. The Committee will generally make the determination to adjust (or not adjust) the Comparator Group in accordance with the following guidelines, but reserves the right to make adjustments in addition to, or that conflict with, such guidelines if it determines, in its sole judgment, such adjustments are equitable:

(1) In the event of a change of control of a company in the Comparator Group, such company shall be excluded from the Comparator Group.

(2) In the event of a merger or other business combination of two companies in the Comparator Group, the surviving, resulting or successor entity, as the case may be, shall continue to be treated as a member of the Comparator Group, provided that the common stock of such entity is listed or traded on a national securities exchange as of the end of the Performance Period.

(3) In the event a company in the Comparator Group files for bankruptcy or liquidates, such company shall continue to be treated as a company in the Comparator Group; provided that such company's Ending Price will be treated as \$0 if the company is no longer listed or traded on a national securities exchange as of the end of the Performance Period.

(4) In the event the common stock of a company in the Comparator Group is not listed or traded on a national securities exchange at the end of the Performance Period, such company's Ending Price will be treated as \$0.

(5) The Committee and the Company shall be entitled to rely on press releases, public filings, website postings and other reasonably reliable information available regarding a company in the Comparator Group in making a determination that any change triggering the possible application of the guidelines set forth in the preceding paragraphs (1) through (4) (which is not intended to be

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an exhaustive list of possible extraordinary events for which an adjustment may be made) has occurred and/or making any adjustments to the Comparator Group.

The Committee's determination of any adjustment (or non-adjustment) to the Comparator Group in connection with any extraordinary event shall be final and binding.

## OXFORD INDUSTRIES, INC.

AMENDED AND RESTATED  
LONG-TERM STOCK INCENTIVE PLAN  
(as of March 24, 2015)

1. *Purpose.* The purpose of the Oxford Industries, Inc. Amended and Restated Long-Term Stock Incentive Plan (the "Plan") is to attract and retain employees and directors for Oxford Industries, Inc. and its subsidiaries and to provide such persons with incentives and rewards for superior performance.

2. *Definitions.* The following terms shall be defined as set forth below:

(a) "*Award*" means any Option, Stock Appreciation Right, Restricted Share or Restricted Share Unit.

(b) "*Board*" means the Board of Directors of the Company.

(c) "*Code*" means the Internal Revenue Code of 1986, as amended from time to time.

(d) "*Committee*" means a committee of the Board charged with administering the Plan as described in Section 4. For Awards intended to qualify as "performance-based compensation" under Section 162(m) of the Code, the Committee will be composed of two or more outside Directors as described in Treas. Reg. 1.162-27(e)(3).

(e) "*Company*" means Oxford Industries, Inc., a Georgia corporation, or any successor corporation.

(f) "*Director*" means a member of the Board.

(g) "*Employee*" means any person, including an officer, employed by the Company or a Subsidiary.

(h) "*Fair Market Value*" means the fair market value of the Shares as determined by the Committee from time to time in a manner consistent with the requirements of Section 409A of the Code. Unless otherwise specified in the terms of an Award, Fair Market Value shall mean the closing price for the Shares reported on a consolidated basis on the New York Stock Exchange on the last day prior to the date in question or, if there were no sales on such date, the closing price on the nearest preceding date on which sales occurred.

(i) "*Grant Date*" means the date specified by the Committee on which a grant of an Award shall become effective, which shall not be earlier than the date on which the Committee completes the corporate action with respect thereto.

(j) "*Option*" means any option to purchase Shares granted under Section 5 of this Plan.

(k) "*Optionee*" means the person so designated in an agreement evidencing an outstanding Option.

(l) "*Participant*" means an Employee or nonemployee Director who is selected by the Committee to receive benefits under this Plan, provided that nonemployee Directors shall not be eligible to receive grants of incentive stock options as defined in Section 422 of the Code.

(m) "*Performance Objectives*" means the performance criteria that may be established pursuant to this Plan for Participants who have received grants of Restricted Shares or Restricted Share Units. Performance Objectives may include the achievement of a specified target, or target growth in, one or more of the following: (i) earnings before interest expense, taxes, depreciation and amortization ("EBITDA"); (ii) earnings before interest expense and taxes ("EBIT"); (iii) net earnings; (iv) net income; (v) operating income; (vi) earnings per share; (vii) book value per share; (viii) return on shareholders' equity; (ix) capital expenditures; (x) expenses and expense ratio management; (xi) return on investment; (xii) improvements in capital structure; (xiii) profitability of an identifiable business unit or product; (xiv) maintenance or improvement of profit margins; (xv) stock price; (xvi) market share; (xvii) revenues or sales; (xviii) costs; (xix) cash flow; (xx) working capital; (xxi) return on (net) assets; (xxii) economic value added; (xxiii) gross or net profit before or after taxes or (xxiv) objectively determinable goals with respect to service or product

delivery, service or product quality, inventory management, customer satisfaction, meeting budgets and/or retention of employees. Performance Objectives may relate to the Company and/or one or more of its subsidiaries, one or more of its divisions or units or any combination of the foregoing, on a consolidated or nonconsolidated basis, and may be applied on an absolute basis or be relative to one or more peer group companies or indices, or any combination thereof, all as the Committee determines. For Awards intended to qualify as "performance-based compensation" under Section 162(m) of the Code, (i) these Performance Objectives will not be altered or replaced by any other criteria without ratification by the shareholders of the Company if failure to obtain such approval would result in jeopardizing the tax deductibility of such Awards to Participants; and (ii) the Performance Objectives applicable to an Award will be set by the Committee within the time period prescribed by Section 162(m) of the Code.

(n) "*Performance Period*" means a period of time established under Sections 7 and 8 of this Plan within which the Performance Objectives relating to a Restricted Share or Restricted Share Unit are to be achieved.

(o) "*Restricted Share*" means a Share granted under Section 7 of this Plan.

(p) "*Restricted Share Unit*" means a bookkeeping entry that records the equivalent of one Restricted Share awarded pursuant to Section 8 of this Plan.

(q) "*Shares*" means shares of the Common Stock of the Company, \$1.00 par value, or any security into which Shares may be converted by reason of any transaction or event of the type referred to in Section 10 of this Plan.

(r) "*Stock Appreciation Right*" means a right granted under Section 6 of this Plan.

(s) "*Subsidiary*" means a corporation or other entity (i) more than 50 percent of whose outstanding shares or securities (representing the right to vote for the election of Directors or other managing authority) are, or (ii) which does not have outstanding shares or securities (as may be the case in a partnership, joint venture or unincorporated association), but more than 50 percent of whose ownership interest (representing the right generally to make decisions for such other entity) is, now or hereafter owned or controlled directly or indirectly by the Company, provided that for purposes of determining whether any person may be a Participant for purposes of any grant of incentive stock options as defined in Section 422 of the Code, "Subsidiary" means any corporation in which the Company owns or controls directly or indirectly more than 50 percent of the total combined voting power represented by all classes of stock issued by such corporation at the time of such grant.

### 3. *Shares Available Under the Plan.*

(a) Subject to adjustment as provided in Section 10 of this Plan, the number of Shares that may be (i) issued or transferred upon the exercise of Options or Stock Appreciation Rights, (ii) awarded as Restricted Shares and released from substantial risk of forfeiture, or (iii) issued or transferred in payment of Restricted Share Units shall not in the aggregate exceed 2,000,000 Shares. In no event, however, shall the number of Shares issued upon the exercise of incentive stock options as defined in Section 422 of the Code exceed 200,000 Shares. Such Shares may be Shares of original issuance, Shares held in Treasury, or Shares that have been reacquired by the Company. Shares that were available for grant as of the effective date of this Plan as described in Section 16, or that thereafter otherwise become available for grant, under any stock option or restricted stock plan of the Company other than the Plan (including the Oxford Industries, Inc. 1992 Stock Option Plan, the Oxford Industries, Inc. 1997 Stock Option Plan, and the Oxford Industries, Inc. 1997 Restricted Stock Plan (collectively, the "Pre-Existing Plans")) shall be deemed null and void and shall not be granted or available for grant under the Pre-Existing Plans or under the Plan.

(b) With respect to Awards for which Shares were transferred to Participants upon payment of the Option price upon exercise of a nonqualified stock option by the transfer to the Company of Shares or upon satisfaction of tax withholding obligations under the Plan by the transfer or relinquishment of Shares, there shall be deemed to have been issued or transferred only the number of Shares actually issued or transferred by the Company, less the number of Shares so transferred or relinquished. Upon the payment in cash of a benefit provided by any Award under the Plan, any Shares that were subject to such Award shall again be available for issuance or transfer under the Plan. Notwithstanding the foregoing, for any Shares (i) which are subject to an Award that are tendered to, or withheld by, the Company in payment of the exercise price of Options or Stock Appreciation Rights, or (ii) that are subject to an Award and are relinquished, forfeited or otherwise tendered to the Company in satisfaction of tax and related withholding obligations, including as contemplated pursuant to Section 12 of this Plan, in any case after March 24, 2015, all such Shares so tendered, withheld, relinquished and/or forfeited shall be deemed to have been issued for purposes of the limitations set forth in the first sentence of Section 3(a) of this Plan.

(c) No Participant may receive Awards representing more than 300,000 Shares at the time the grant is made in any one calendar year.

4. *Administration of the Plan.* This Plan shall be administered by one or more committees appointed by the Board. The interpretation and construction by the Committee of any provision of this Plan or of any agreement or document evidencing the grant of any Award and any determination by the Committee pursuant to any provision of this Plan or any such agreement, notification or document, shall be final and conclusive. No member of the Committee shall be liable to any person for any such action taken or determination made in good faith. For Awards intended to qualify as "performance-based compensation" under Section 162(m) of the Code, the Committee will certify in writing that the Performance Objectives and any other material terms of the Award were in fact satisfied prior to payment of such Awards.

5. *Options.* The Committee may from time to time authorize grants to Participants of Options upon such terms and conditions as the Committee may determine in accordance with the following provisions:

(a) Each grant shall specify the number of Shares to which it pertains.

(b) Each grant shall specify an Option price per Share, which shall be equal to or greater than the Fair Market Value on the Grant Date.

(c) Each grant shall specify the form of consideration to be paid in satisfaction of the Option price and the manner of payment of such consideration, which may include (i) cash in the form of currency or check or other cash equivalent acceptable to the Company, (ii) nonforfeitable, unrestricted Shares owned by the Optionee which have a value at the time of exercise that is equal to the Option price, (iii) any other legal consideration that the Committee may deem appropriate on such basis as the Committee may determine in accordance with this Plan, or (iv) any combination of the foregoing.

(d) [Intentionally Deleted.]

(e) Each Option grant may specify a period of continuous employment of the Optionee by the Company or any Subsidiary (or, in the case of a nonemployee Director, service on the Board) that is necessary before the Options or installments thereof shall become exercisable, and any grant may provide for the earlier exercise of such rights in the event of a change in control of the Company or other similar transaction or event. Without limitation of the foregoing but subject to the Committee's discretion to include a provision permitting earlier exercise in the event of a change in control of the Company or other similar transaction or event, no Option grant to an Employee on or after March 24, 2015 shall permit such Employee to exercise any portion of the Option prior to the one year anniversary of the Grant Date of the Option.

(f) Options granted under this Plan may be incentive stock options as defined in Section 422 of the Code, nonqualified stock options (i.e., any option that is not designated as intended to qualify as an incentive stock option), or a combination of the foregoing, provided that only nonqualified stock options may be granted to nonemployee Directors. Each grant shall specify whether (or the extent to which) the Option is an incentive stock option or a nonqualified stock option.

Notwithstanding any such designation, to the extent that the aggregate Fair Market Value of the Shares with respect to which Options designated as incentive stock options are exercisable for the first time by an Optionee during any calendar year (under all plans of the Company) exceeds \$100,000, such Options shall be treated as nonqualified stock options. No Option granted under this Plan may be exercised more than ten years from the Grant Date.

(g) Each grant shall be evidenced by an agreement or other form of notice of the Award delivered to the Optionee and containing such terms and provisions as the Committee may determine consistent with this Plan.

6. *Stock Appreciation Rights.* The Committee may from time to time authorize grants to Participants of Stock Appreciation Rights. A Stock Appreciation Right is the right of the Participant to receive from the Company an amount, which shall be determined by the Committee and shall be expressed as a percentage (not exceeding 100 percent) of the difference between the Fair Market Value of the Shares on the Grant Date and the Fair Market Value of the Shares on the date of exercise. Any grant of Stock Appreciation Rights under this Plan shall be upon such terms and conditions as the Committee may determine in accordance with the following provisions:

(a) Any grant may specify that the amount payable upon the exercise of a Stock Appreciation Right may be paid by the Company in cash, Shares or any combination thereof and may (i) either grant to the Participant or reserve to the Committee the

right to elect among those alternatives or (ii) preclude the right of the Participant to receive and the Company to issue Shares or other equity securities in lieu of cash.

(b) Any grant may specify that the amount payable upon the exercise of a Stock Appreciation Right shall not exceed a maximum specified by the Committee on the Grant Date.

(c) Each grant shall be evidenced by an agreement or other form of notice of the Award delivered to the Participant, which shall describe the subject Stock Appreciation Rights, state that the Stock Appreciation Rights are subject to all of the terms and conditions of this Plan and contain such other terms and provisions as the Committee may determine consistent with this Plan.

(d) Each grant shall specify in respect of each Stock Appreciation Right the Fair Market Value on the Grant Date.

(e) Successive grants may be made to the same Participant regardless of whether any Stock Appreciation Rights previously granted to such Participant remain unexercised.

(f) Each grant shall specify the period or periods of continuous employment (or, in the case of a nonemployee Director, service on the Board) of the Participant by the Company or any Subsidiary that are necessary before the Stock Appreciation Rights or installments thereof shall become exercisable, as well as the permissible dates or periods on or during which Stock Appreciation Rights shall be exercisable. Any grant may provide for the earlier exercise of such rights in the event of a change in control of the Company or other similar transaction or event. Without limitation of the foregoing but subject to the Committee's discretion to include a provision permitting earlier exercise in the event of a change in control of the Company or other similar transaction or event, no Stock Appreciation Right granted to an Employee on or after March 24, 2015 shall permit such Employee to exercise any portion of the Stock Appreciation Right prior to the one year anniversary of the Grant Date of the Stock Appreciation Right.

7. *Restricted Shares.* The Committee may from time to time authorize grants to Participants of one or more Restricted Shares upon such terms and conditions as the Committee may determine in accordance with the following provisions:

(a) Each grant shall constitute a transfer of the ownership of Shares to the Participant in consideration of the performance of services.

(b) Each grant may be made without additional consideration from the Participant or in consideration of a payment by the Participant that is less than the Fair Market Value on the Grant Date.

(c) Each grant may provide that the Restricted Shares covered thereby shall be subject to a substantial risk of forfeiture within the meaning of Section 83 of the Code for a period to be determined by the Committee on the Grant Date, and any grant or sale may provide for the earlier termination of such risk of forfeiture in the event of a change in control of the Company or other similar transaction or event. Without limitation of the foregoing but subject to the Committee's discretion to include a provision permitting earlier exercise in the event of a change in control of the Company or other similar transaction or event, Restricted Shares granted to an Employee on or after March 24, 2015 shall be subject to a substantial risk of forfeiture for at least one year following the applicable Grant Date except for any performance awards to an Employee which is settled in Restricted Shares, for which the foregoing one year period shall be inclusive of any performance period with respect to such award combined with any period of a substantial risk of forfeiture.

(d) Unless otherwise determined by the Committee, an award of Restricted Shares shall entitle the Participant to dividend, voting and other ownership rights, during the period for which such substantial risk of forfeiture is to continue.

(e) Each grant shall provide that, during the period for which a substantial risk of forfeiture is to continue, the transferability of the Restricted Shares shall be prohibited or restricted in the manner and to the extent prescribed by the Committee on the Grant Date. Such restrictions may include, without limitation, rights of repurchase or first refusal in the Company or provisions subjecting the Restricted Shares to a continuing substantial risk of forfeiture in the hands of any transferee.

(f) Any grant or the vesting thereof may be conditioned upon or further conditioned upon the attainment of Performance Objectives during a Performance Period as established by the Committee.

(g) Any grant may require that any or all dividends or other distributions paid on the Restricted Shares during the period of such restrictions be automatically sequestered and reinvested on an immediate or deferred basis in additional Shares, which may be

subject to the same restrictions as the underlying Award or such other restrictions as the Committee may determine.

(h) Each grant shall be evidenced by an agreement or other form of notice of the Award delivered to the Participant and containing such terms and provisions as the Committee may determine consistent with this Plan. Unless otherwise directed by the Committee, all certificates representing Restricted Shares, together with a stock power that shall be endorsed in blank by the Participant with respect to such Shares, shall be held in custody by the Company until all restrictions thereon lapse.

8. *Restricted Share Units.* The Committee may from time to time authorize grants of Restricted Share Units upon such terms and conditions as the Committee may determine in accordance with the following provisions:

(a) Each grant shall specify the number of Restricted Share Units to which it pertains, which may be subject to adjustment to reflect changes in compensation or other factors.

(b) The Performance Period with respect to each Restricted Share Unit, if any, may be subject to earlier termination in the event of a change in control of the Company or other similar transaction or event.

(c) Each grant may specify in respect of the specified Performance Objectives a minimum acceptable level of achievement below which no payment will be made and may set forth a formula for determining the amount of any payment to be made if performance is at or above such minimum acceptable level but falls short of the maximum achievement of the specified Performance Objectives.

(d) Each grant shall specify the time and manner of payment of Restricted Share Units that shall have been earned, and any grant may specify that any such amount may be paid by the Company in cash, Shares or any combination thereof and may either grant to the Participant or reserve to the Committee the right to elect among those alternatives. Without limitation of the foregoing but subject to the Committee's discretion to include a provision permitting earlier exercise in the event of a change in control of the Company or other similar transaction or event, Restricted Share Units granted to an Employee on or after March 24, 2015 shall not be settled for a period of at least one year following the applicable Grant Date except for any performance award to an Employee which is settled in Restricted Share Units, for which the foregoing one year period shall be inclusive of any performance period with respect to such award combined with any additional period prior to settlement.

(e) Any grant of Restricted Share Units may specify that the amount payable, or the number of Shares issued, with respect thereto may not exceed maximums specified by the Committee on the Grant Date.

(f) Any grant of Restricted Share Units may provide for the payment to the Participant of dividend equivalents thereon in cash or additional Shares on a current, deferred or contingent basis.

(g) If provided in the terms of the grant, the Committee may adjust Performance Objectives and the related minimum acceptable level of achievement if, in the sole judgment of the Committee, events or transactions have occurred after the Grant Date that are unrelated to the performance of the Participant and result in distortion of the Performance Objectives or the related minimum acceptable level of achievement. Notwithstanding the foregoing, with respect to each Award intended to satisfy the requirements for performance-based compensation under Section 162(m) of the Code, such adjustments may be made and will be effective only to the extent permitted by such requirements.

(h) Each grant shall be evidenced by an agreement or other form of notice of the Award delivered to the Participant, which shall state that the Restricted Share Units are subject to all of the terms and conditions of this Plan and such other terms and provisions as the Committee may determine consistent with this Plan.

9. *Transferability.*

(a) Except as provided in Section 9(b), no Award granted under this Plan shall be transferable by a Participant other than by will or the laws of descent and distribution, and Options and Stock Appreciation Rights shall be exercisable during a Participant's lifetime only by the Participant or, in the event of the Participant's legal incapacity, by his guardian or legal representative acting in a fiduciary capacity on behalf of the Participant under state law. Any attempt to transfer an Award in violation of this Plan shall render such Award null and void.

(b) The Committee may expressly provide in an Award agreement (or an amendment to an Award agreement) that

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Participant may transfer such Award (other than an incentive stock option as defined in Section 422 of the Code), in whole or in part, to a spouse or lineal descendant (a "Family Member"), a trust for the exclusive benefit of Family Members, a partnership or other entity in which all the beneficial owners are Family Members, or any other entity affiliated with the Participant that may be approved by the Committee. Subsequent transfers of Awards shall be prohibited except in accordance with this Section 9(b). All terms and conditions of the Award, including provisions relating to the termination of the Participant's employment or service with the Company or a Subsidiary, shall continue to apply following a transfer made in accordance with this Section 9(b).

(c) Any Award made under this Plan may provide that all or any part of the Shares that are (i) to be issued or transferred by the Company upon the exercise of Options or Stock Appreciation Rights or upon payment under any grant of Restricted Share Units, or (ii) no longer subject to the substantial risk of forfeiture and restrictions on transfer referred to in Section 7 of this Plan, shall be subject to further restrictions upon transfer.

10. *Adjustments.* The Committee shall make or provide for such adjustments in the (a) number of Shares covered by outstanding Options, Stock Appreciation Rights, Restricted Shares and Restricted Share Units granted hereunder, (b) prices per share applicable to such Options and Stock Appreciation Rights, and (c) kind of Shares covered thereby, as the Committee in its sole discretion may in good faith determine to be equitably required in order to prevent dilution or enlargement of the rights of Participants that otherwise would result from (x) any stock dividend, stock split, recapitalization or other change in the capital structure of the Company, (y) any merger, consolidation, spin-off, spin-out, split-off, split-up, reorganization, or partial or complete liquidation or other distribution of assets (other than a normal cash dividend), or (z) any other event which would constitute an equity restructuring (as contemplated pursuant to the Code and the regulations promulgated thereunder). Without limiting the foregoing, the Committee may make or provide for such adjustments in the (a) number of Shares covered by outstanding Options, Stock Appreciation Rights, Restricted Shares and Restricted Share Units granted hereunder, (b) prices per share applicable to such Options and Stock Appreciation Rights, and (c) kind of Shares covered thereby, as the Committee in its sole discretion may in good faith determine to be equitably required in order to prevent dilution or enlargement of the rights of Participants that otherwise would result from (x) any combination or exchange of Shares, (y) any issuance of rights or warrants to purchase securities or (z) any other corporate transaction or event having an effect similar to any of the foregoing. Moreover, in the event of any such transaction or event, the Committee may provide in substitution for any or all outstanding Awards under this Plan such alternative consideration as it may in good faith determine to be equitable under the circumstances and may require in connection therewith the surrender of all Awards so replaced. The Committee may also make or provide for such adjustments in the number of Shares specified in Section 3 of this Plan as the Committee in its sole discretion may in good faith determine to be appropriate in order to reflect any transaction or event described in this Section 10. Any actions taken under this Section 10 shall be made in accordance with any applicable provisions of Section 409A of the Code, including without limitation restrictions with regard to the adjustment of Options and Stock Appreciation Rights that are considered exempt from Section 409A of the Code.

11. *Fractional Shares.* The Company shall not issue any fractional Shares pursuant to this Plan and shall settle any such fractional Shares in cash.

12. *Withholding Taxes.* To the extent that the Company is required to withhold federal, state, local or foreign taxes in connection with any payment made or benefit realized by a Participant or other person under this Plan, it shall be a condition to the receipt of such payment or the realization of such benefit that the Participant or such other person make arrangements satisfactory to the Company for payment of all such taxes required to be withheld. At the discretion of the Committee, such arrangements may include relinquishment of a portion of such benefit.

13. *Certain Terminations of Employment, Hardship and Approved Leaves of Absence.* Notwithstanding any other provision of this Plan to the contrary, in the event of termination of employment by reason of death, disability, normal retirement, early retirement with the consent of the Company or leave of absence approved by the Company, or in the event of hardship or other special circumstances, of a Participant who holds an Option or Stock Appreciation Right that is not immediately and fully exercisable, any Restricted Shares as to which the substantial risk of forfeiture or the prohibition or restriction on transfer has not lapsed, any Restricted Share Units that have not been fully earned, or any Shares that are subject to any transfer restriction pursuant to Section 9(c) of this Plan, the Committee may in its sole discretion take any action that it deems to be equitable under the circumstances or in the best interests of the Company, including, without limitation, waiving or modifying any limitation or requirement with respect to any Award under this Plan; provided that, with respect to Awards intended to comply with the requirements for performance-based compensation under Section 162(m) of the Code, the Committee may only exercise such discretion to the extent consistent with such requirements.

14. *Foreign Employees.* In order to facilitate the making of any grant or combination of grants under this Plan, the Committee

may provide for such special terms for Awards to Participants who are foreign nationals, or who are employed by the Company or any Subsidiary outside of the United States of America, as the Committee may consider necessary or appropriate to accommodate differences in local law, tax policy or custom. Moreover, the Committee may approve such supplements to, or amendments, restatements or alternative versions of, this Plan as it may consider necessary or appropriate for such purposes without thereby affecting the terms of this Plan as in effect for any other purpose, provided that no such supplements, amendments, restatements or alternative versions shall include any provisions that are inconsistent with the terms of this Plan, as then in effect, unless this Plan could have been amended to eliminate such inconsistency without further approval by the stockholders of the Company.

15. *Amendments and Other Matters.*

(a) This Plan may be amended from time to time by the Board, but no such amendment shall increase any of the limitations specified in Section 3 of this Plan, other than to reflect an adjustment made in accordance with Section 10, without the further approval of the stockholders of the Company.

(b) The Committee shall not re-price any Option or Stock Appreciation Right granted under the Plan or purchase, cancel or buy out an underwater Option or Stock Appreciation Right, except with the approval of the affirmative vote of the majority of Shares voting at a meeting of the Company's stockholders.

(c) This Plan shall not confer upon any Participant any right with respect to continuance of employment or other service with the Company or any Subsidiary and shall not interfere in any way with any right that the Company or any Subsidiary would otherwise have to terminate any Participant's employment or other service at any time.

(d) To the extent that any provision of this Plan would prevent any Option that was intended to qualify under particular provisions of the Code from so qualifying, such provision of this Plan shall be null and void with respect to such Option, provided that such provision shall remain in effect with respect to other Options, and there shall be no further effect on any provision of this Plan.

16. *Effective Date and Stockholder Approval.* This Plan (a) was originally approved by the Board on July 27, 2004 and became effective upon its approval by the stockholders of the Company on October 4, 2004; (b) was subsequently amended by the Board on August 3, 2006 and, giving effect to the amendment referenced in clause (c) below, was approved by the stockholders of the Company on October 10, 2006; (c) was amended by the Board on September 26, 2006; (d) was thereafter amended by the Board on March 26, 2009, and subsequently approved by the stockholders of the Company on June 15, 2009; and (3) was thereafter amended by the Board on March 27, 2014. This Plan as herein amended and restated shall become effective upon its approval by the Board on March 24, 2015.

17. *Governing Law.* The validity, construction and effect of this Plan and any Award hereunder will be determined in accordance with the laws of the State of Georgia.

18. *Performance-Based Compensation under Section 162(m) of the Code.* The Committee will have discretion to determine whether an Award granted under this Plan is intended to comply with the requirements of Section 162(m) of the Code and the regulations thereunder as "performance-based compensation." With respect to Awards granted to Participants who are designated as covered employees as described in Section 162(m)(3) of the Code, and that are intended to comply with the requirements for performance-based compensation under Section 162(m) of the Code, the Committee will interpret and administer the provisions of the Plan in a manner consistent with such requirements.

19. *Section 409A of the Code.* Except as otherwise may be provided in an agreement evidencing a grant, all Awards under the Plan are intended to be exempt under Section 409A of the Code. It is the intent of the Company that the operation and administration of the Plan and all agreements evidencing Awards under the Plan not cause the acceleration of taxation, or the imposition of penalty taxes or interest, under Section 409A of the Code. Notwithstanding anything in the Plan or any Award agreement to the contrary, if a Participant is a "specified employee" as such term is used in Section 409A of the Code, then any payment to the Participant described in the Plan or an Award agreement upon his or her termination of employment that is not exempt from Section 409A of the Code, and that constitutes "deferred compensation" under Section 409A of the Code that is payable on account of "separation from service" (within the meaning of Section 409A of the Code), and that is otherwise payable within 6 months after Participant's separation from service, shall instead be made on the date 6 months after such separation from service.