

SECURITIES AND EXCHANGE COMMISSION

FORM 8-K

Current report filing

Filing Date: **2013-01-25** | Period of Report: **2013-01-23**  
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FILER

**ABERCROMBIE & FITCH CO /DE/**

CIK: **1018840** | IRS No.: **311469076** | State of Incorporation: **DE** | Fiscal Year End: **0129**  
Type: **8-K** | Act: **34** | File No.: **001-12107** | Film No.: **13548965**  
SIC: **5651** Family clothing stores

Mailing Address  
6301 FITCH PATH  
NEW ALBANY OH 43054

Business Address  
6301 FITCH PATH  
NEW ALBANY OH 43054  
6142836500

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): January 23, 2013

ABERCROMBIE & FITCH CO.  
(Exact name of registrant as specified in its charter)

Delaware  
(State or other jurisdiction of incorporation)

1-12107  
(Commission File Number)

31-1469076  
(IRS Employer Identification No.)

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

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

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

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

- 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))

#### Item 1.01. Entry into a Material Definitive Agreement.

On January 23, 2013, Abercrombie & Fitch Co. (the "Registrant") and Abercrombie & Fitch Management Co., a subsidiary of the Registrant ("A&F Management"), and Abercrombie & Fitch Europe S.A., Abercrombie & Fitch (UK) Limited, AFH Stores UK Limited, AFH Canada Stores Co. and AFH Japan, G.K., indirect subsidiaries of the Registrant (the "Foreign Subsidiary Borrowers"), entered into an Amendment No. 2 to Credit Agreement (the "Revolving Credit Facility Amendment"), among A&F Management, as a borrower; the Registrant, as a guarantor; the Foreign Subsidiary Borrowers, as borrowers; PNC Bank, National Association, as Global Agent, the Swing Line Lender, an LC Issuer and a Lender; JPMorgan Chase Bank, N.A., as a Lender; Fifth Third Bank, as a Lender; The Huntington National Bank, as a Lender; PNC Bank Canada Branch, as a Canadian Lender; JPMorgan Chase Bank, N.A., Toronto Branch, as a Canadian Lender; Bank of America, N.A., as a Lender; U.S. Bank National Association, as a Lender; Citizens Bank of Pennsylvania, as a Lender; and Sumitomo Mitsui Banking Corporation, as a Lender. The Revolving Credit Facility Amendment amends the Registrant's Amended and Restated Credit Agreement, dated July 28, 2011 (as previously amended by that certain Amendment No. 1 to Credit Agreement, made as of February 24, 2012, the "A&R Credit Agreement").

In connection with the Revolving Credit Facility Amendment, on January 23, 2013, the Registrant and A&F Management entered into an Amendment No. 1 to Term Loan Agreement (the "Term Credit Facility Amendment"), among A&F Management, as borrower; the Registrant, as a guarantor; PNC Bank, National Association, as Agent and a Lender; JPMorgan Chase Bank, N.A., as a Lender; Fifth Third Bank, as a Lender; The Huntington National Bank, as a Lender; HSBC Bank USA, N.A., as a Lender; U.S. Bank National Association, as a Lender; Citizens Bank of Pennsylvania, as a Lender; and Sumitomo Mitsui Banking Corporation, as a Lender. The Term Credit Facility Amendment amends the Registrant's Term Loan Agreement, dated February 24, 2012 (the "Term Loan Agreement").

Pursuant to the Revolving Credit Facility Amendment, the A&R Credit Agreement was amended to reflect the following changes, among others:

1. The required minimum level of the Coverage Ratio (as defined in the A&R Credit Agreement) was amended such that the Coverage Ratio shall not be less than 1.75 to 1.00 as of the end of any fiscal quarter of the Registrant; and
2. The amount of indebtedness permitted under the Term Loan Agreement was reduced from \$300,000,000 to \$150,000,000.

Pursuant to the Term Credit Facility Amendment, the Term Loan Agreement was amended to reflect the following changes, among others:

1. At the request of the Registrant, the Total Commitments (as defined in the Term Loan Agreement) were reduced from \$300,000,000 to \$150,000,000; and
2. The required minimum level of the Coverage Ratio (as defined in the Term Loan Agreement) was amended such that the Coverage Ratio shall not be less than 1.75 to 1.00 as of the end of any fiscal quarter of the Registrant.

In connection with the closing of the Revolving Credit Facility Amendment, A&F Management paid an amendment fee of \$175,000, representing 0.05% of each Lender's total revolving loan commitment to A&F Management and the Foreign Subsidiary Borrowers.

In connection with the closing of the Term Credit Facility Amendment, A&F Management paid an amendment fee of \$75,000, representing 0.05% of each Lender's total term loan commitment to A&F Management, as reduced by the Term Credit Facility Amendment.

As of January 23, 2013 and as of the date of this Current Report on Form 8-K, there were no loans outstanding under either the A&R Credit Agreement, as amended by the Revolving Credit Facility Amendment, or the Term Loan Agreement, as amended by the Term Credit Facility Amendment. Letters of credit totaling approximately \$1,600,000 were outstanding under the A&R Credit Agreement at January 23, 2013 and remained outstanding under the A&R Credit Agreement as of the date of this Current Report on Form 8-K.



The Lenders under each of the Term Loan Agreement and the A&R Credit Agreement, each as amended, have provided and continue to provide other banking services not specifically outlined in the Term Loan Agreement or the A&R Credit Agreement to the Registrant and its subsidiaries in the ordinary course of their respective business operations.

The foregoing description of the provisions of the Revolving Credit Facility Amendment and the Term Credit Facility Amendment is qualified in its entirety by reference to the full and complete terms of the Revolving Credit Facility Amendment and the Term Credit Facility Amendment. The Revolving Credit Facility Amendment is included as Exhibit 4.1 to this Current Report on Form 8-K and incorporated herein by reference. The Term Credit Facility Amendment is included as Exhibit 4.2 to this Current Report on Form 8-K and incorporated herein by reference.

Item 2.03. Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

Please see the description in "Item 1.01. Entry into a Material Definitive Agreement" of this Current Report on Form 8-K related to the entering into the Revolving Credit Facility Amendment and the Term Credit Facility Amendment, which documents are included as Exhibit 4.1 and Exhibit 4.2, respectively, to this Current Report on Form 8-K and incorporated herein by reference.

Please also see the description in "Item 1.01. Entry into a Material Definitive Agreement" of the Registrant's Current Report on Form 8-K filed with the SEC on August 3, 2011 (the "August 3, 2011 Form 8-K"), related to the entering into of the Amended and Restated Credit Agreement, dated July 28, 2011, which document was included as Exhibit 4.1 to the August 3, 2011 Form 8-K.

Please also see the description in "Item 1.01. Entry into a Material Definitive Agreement" of the Registrant's Current Report on Form 8-K filed with the SEC on February 29, 2012 (the "February 29, 2012 Form 8-K"), related to the entering into of the Term Loan Agreement and the entering into of the Amendment No. 1 to Credit Agreement, made as of February 24, 2012, which documents were included as Exhibit 4.1 and Exhibit 4.3, respectively, to the February 29, 2012 Form 8-K.

Item 9.01. Financial Statements and Exhibits.

(a) through (c) Not applicable.

(d) Exhibits:

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

Exhibit No.      Description

4.1	Amendment No. 2 to Amended and Restated Credit Agreement, made as of January 23, 2013, among Abercrombie & Fitch Management Co., as borrower; Abercrombie & Fitch Co., as a guarantor; Abercrombie & Fitch Europe S.A., Abercrombie & Fitch (UK) Limited, AFH Stores UK Limited, AFH Canada Stores Co. and AFH Japan, G.K., as foreign subsidiary borrowers; PNC Bank, National Association, as Global Agent, the Swing Line Lender, an LC Issuer and a Lender; JPMorgan Chase Bank, N.A., as a Lender; Fifth Third Bank, as a Lender; The Huntington National Bank, as a Lender; PNC Bank Canadian Branch, as a Canadian Lender; JPMorgan Chase Bank, N.A., Toronto Branch, as a Canadian Lender; Bank of America, N.A., as a Lender; U.S. Bank National Association, as a Lender; Citizens Bank of Pennsylvania, as a Lender; and Sumitomo Mitsui Banking Corporation, as a Lender
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4.2

Amendment No. 1 to Term Loan Agreement, made as of January 23, 2013, among Abercrombie & Fitch Management Co., as borrower; Abercrombie & Fitch Co., as a guarantor; PNC Bank, National Association, as Agent and a Lender; JPMorgan Chase

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Bank, N.A., as a Lender; Fifth Third Bank, as a Lender; The Huntington National Bank, as a Lender; HSBC Bank USA, N.A., as a Lender; U.S. Bank National Association, as a Lender; Citizens Bank of Pennsylvania, as a Lender; and Sumitomo Mitsui Banking Corporation, as a Lender

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SIGNATURE

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

ABERCROMBIE & FITCH CO.

Dated: January 25, 2013

By: /s/ Ronald A. Robins, Jr.

Ronald A. Robins, Jr.

Senior Vice President, General Counsel and Secretary

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## INDEX TO EXHIBITS

Current Report on Form 8-K  
Dated January 25, 2013

Abercrombie & Fitch Co.

<u>Exhibit No.</u>	<u>Description</u>
4.1	Amendment No. 2 to Amended and Restated Credit Agreement, made as of January 23, 2013, among Abercrombie & Fitch Management Co., as borrower; Abercrombie & Fitch Co., as a guarantor; Abercrombie & Fitch Europe S.A., Abercrombie & Fitch (UK) Limited, AFH Stores UK Limited, AFH Canada Stores Co. and AFH Japan, G.K., as foreign subsidiary borrowers; PNC Bank, National Association, as Global Agent, the Swing Line Lender, an LC Issuer and a Lender; JPMorgan Chase Bank, N.A., as a Lender; Fifth Third Bank, as a Lender; The Huntington National Bank, as a Lender; PNC Bank Canadian Branch, as a Canadian Lender; JPMorgan Chase Bank, N.A., Toronto Branch, as a Canadian Lender; Bank of America, N.A., as a Lender; U.S. Bank National Association, as a Lender; Citizens Bank of Pennsylvania, as a Lender; and Sumitomo Mitsui Banking Corporation, as a Lender
4.2	Amendment No. 1 to Term Loan Agreement, made as of January 23, 2013, among Abercrombie & Fitch Management Co., as borrower; Abercrombie & Fitch Co., as a guarantor; PNC Bank, National Association, as Agent and a Lender; JPMorgan Chase Bank, N.A., as a Lender; Fifth Third Bank, as a Lender; The Huntington National Bank, as a Lender; HSBC Bank USA, N.A., as a Lender; U.S. Bank National Association, as a Lender; Citizens Bank of Pennsylvania, as a Lender; and Sumitomo Mitsui Banking Corporation, as a Lender

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**AMENDMENT NO. 2  
TO AMENDED AND RESTATED CREDIT AGREEMENT**

**dated as of  
January 23, 2013**

**Among**

**ABERCROMBIE & FITCH MANAGEMENT CO.  
THE FOREIGN SUBSIDIARY BORROWERS PARTY HERETO,  
*as Borrowers,***

**ABERCROMBIE & FITCH CO.,  
*as Parent***

**THE LENDING INSTITUTIONS NAMED HEREIN,  
*as Lenders,***

**PNC BANK, NATIONAL ASSOCIATION,  
*as an LC Issuer, the Swing Line Lender and as a Co-  
Lead Arranger and Global Agent***

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AMENDMENT NO. 2 TO AMENDED AND RESTATED CREDIT AGREEMENT

This Amendment No. 2 to Amended and Restated Credit Agreement (this “Amendment”) is made as of January 23, 2013, by and among ABERCROMBIE & FITCH MANAGEMENT CO., a Delaware corporation (the “Company”), the Foreign Subsidiary Borrowers party hereto (together with the Company, each a “Borrower” and collectively, the “Borrowers”), ABERCROMBIE & FITCH CO., a Delaware corporation (the “Parent”), the lenders party hereto (each a “Lender” and collectively, the “Lenders”), and PNC BANK, NATIONAL ASSOCIATION as the global administrative agent (the “Global Agent”), the Swing Line Lender and an LC Issuer.

RECITALS:

A. The Company, the Parent, the Foreign Subsidiary Borrowers, the Global Agent and the Lenders are parties to the Amended and Restated Credit Agreement, dated as of July 28, 2011 (as amended by Amendment No. 1 to Credit Agreement, dated as of February 24, 2012 and as further amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”).

B. The Borrowers, the Global Agent and the Lenders desire to further amend the Credit Agreement as more fully set forth herein.

C. Each capitalized term used herein and not otherwise defined herein shall have the same meaning set forth in the Credit Agreement as amended.

AGREEMENT:

In consideration of the premises and mutual covenants herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrowers, the Global Agent and the Lenders agree as follows:

1. Amendment to Section 7.01 to the Credit Agreement. Section 7.01 of the Credit Agreement shall be amended by amending and restating clause (k) as follows:

“(k) Indebtedness under the Term Loan Facility in an aggregate principal amount not to exceed \$150,000,000; and”

2. Amendment to Section 7.07 to the Credit Agreement. Section 7.07 of the Credit Agreement shall be amended by amending and restating clause (b) as follows:

“(b) Coverage Ratio. The Parent and the Company will not at any time permit the Coverage Ratio to be less than 1.75 to 1.00 at the end of each Testing Period and/or at any time Pro Forma Compliance is required to be demonstrated.”

3. Conditions Precedent. The amendments set forth above shall become effective upon the satisfaction of the following conditions precedent:

(a) this Amendment has been executed by each Borrower, the Parent, the Global Agent and the Required Lenders, and counterparts hereof as so executed shall have been delivered to the Global Agent;

(b) the Borrowers shall have provided an officer's certificate that certifies that all representations and warranties of the Credit Parties contained in the Credit Agreement or in the other Loan Documents shall be true and correct in all material respects with the same effect as though such representations and warranties had been made on and as of the date of this Amendment, except to the extent that such representations and warranties expressly relate to an earlier specified date, in which case such representations and warranties shall have been true and correct in all material respects as of the date when made;

(c) each Guarantor has executed and delivered to the Global Agent the Guarantor Acknowledgment and Agreement attached hereto;

(d) each of the following Foreign Revolving Facility Borrowers shall have provided to the Global Agent an incumbency certificate in form and substance satisfactory to the Global Agent: (i) Abercrombie & Fitch (UK) Limited, (ii) Abercrombie & Fitch Europe S.A. and (iii) AFH Stores UK Limited (formerly known as Hollister Co. (UK) LTD);

(e) the Global Agent shall have received an executed copy of an amendment to the Term Loan Facility in form and substance satisfactory to the Global Agent;

(f) the Borrowers shall have paid to the Global Agent, for the account of each Lender that signs this Amendment, a 0.05% amendment fee based on each such Lender's Facility Commitment; and

(g) the Borrowers shall have paid all reasonable out-of-pocket fees and expenses of the Global Agent that have been invoiced on or prior to such date in connection with the preparation, negotiation, execution and delivery of this Amendment.

4. Representations and Warranties. The Borrowers and the Parent each hereby represents and warrants to the Global Agent and the Lenders that: (a) such Credit Party has the legal power and authority to execute and deliver this Amendment; (b) the officials executing this Amendment have been duly authorized to execute and deliver the same and bind such Credit Party with respect to the provisions hereof; (c) the execution and delivery hereof by such Credit Party and the performance and observance by such Credit Party of the provisions hereof do not violate or conflict with the organizational documents of such Credit Party or any law applicable to such Credit Party; (d) no Default or Event of Default exists under the Credit Agreement, nor will any occur immediately after the execution and delivery of this Amendment or by the performance or observance of any provision hereof; and (e) this Amendment constitutes a valid and binding obligation of such Credit Party in every respect, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

5. Credit Agreement Unaffected. Each reference that is made in the Credit Agreement or any other Loan Document shall hereafter be construed as a reference to the Credit Agreement as amended hereby. Except as herein otherwise specifically provided, all provisions of the Credit Agreement shall remain in full force and effect and be unaffected hereby.

6. Counterparts. This Amendment may be executed in any number of counterparts, by different parties hereto in separate counterparts and by facsimile signature, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.

7. Entire Agreement. This Amendment is specifically limited to the matters expressly set forth herein. This Amendment and all other instruments, agreements and documents executed and delivered in connection with this Amendment embody the final, entire agreement among the parties hereto with respect to the subject matter hereof and supersede any and all prior commitments, agreements, representations and understandings, whether written or oral, relating to the matters covered by this Amendment, and may not be contradicted or varied by evidence of prior, contemporaneous or subsequent oral agreements or discussions of the parties hereto. There are no oral agreements among the parties hereto relating to the subject matter hereof or any other subject matter relating to the Credit Agreement.

8. Governing Law; Submission to Jurisdiction; Venue; Waiver of Jury Trial.

(a) THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND THEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAW OF THE STATE OF OHIO WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. TO THE FULLEST EXTENT PERMITTED BY LAW, THE BORROWERS AND THE PARENT EACH HEREBY UNCONDITIONALLY AND IRREVOCABLY WAIVES ANY CLAIM TO ASSERT THAT THE LAW OF ANY JURISDICTION OTHER THAN THE STATE OF OHIO GOVERNS THIS AGREEMENT. Any legal action or proceeding with respect to this Agreement or any other Loan Document may be brought in the Court of Common Pleas of Cuyahoga County, Ohio, or of the United States for the Northern District of Ohio, and, by execution and delivery of this Agreement, the Borrowers and the Parent each hereby irrevocably accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of the aforesaid courts. The Borrowers and the Parent each hereby further irrevocably consents to the service of process out of any of the aforementioned courts in any such action or proceeding by the mailing of copies thereof by registered or certified mail, postage prepaid, to such Credit Party at its address for notices pursuant to Section 11. 04 of the Credit Agreement, such service to become effective 30 days after such mailing or at such earlier time as may be provided under applicable law. Nothing herein shall affect the right of the Global Agent or any Lender to serve process in any other manner permitted by law or to commence legal proceedings or otherwise proceed against any Credit Party in any other jurisdiction.

(b) The Borrowers and the Parent each hereby irrevocably waives any objection that it may now or hereafter have to the laying of venue of any of the aforesaid actions or proceedings arising out of or in connection with this Agreement or any other Loan Document brought in the courts referred to in Section 8(a) above and hereby further irrevocably waives and agrees not to plead or claim in any such court that any such action or proceeding brought in any such court has been brought in an inconvenient forum.

**(c) EACH OF THE PARTIES TO THIS AGREEMENT HEREBY IRREVOCABLY WAIVES ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, ANY AMENDMENTS, WAIVERS OR OTHER MODIFICATIONS RELATING THERETO), OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY HERETO HEREBY (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO**

**HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS PARAGRAPH.**

(Signature pages follow.)

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IN WITNESS WHEREOF, this Amendment has been duly executed and delivered as of the date first above written.

ABERCROMBIE & FITCH MANAGEMENT CO.

By: /s/ Everett Gallagher

Name: Everett Gallagher

Title: Senior Vice President & Treasurer

ABERCROMBIE & FITCH CO.

By: /s/ Everett Gallagher

Name: Everett Gallagher

Title: Senior Vice President—Tax, Treasury and Risk Management & Treasurer

AFH CANADA STORES CO.

By: /s/ Everett Gallagher

Name: Everett Gallagher

Title: Senior Vice President & Treasurer

ABERCROMBIE & FITCH (UK) LIMITED  
AFH STORES UK LIMITED

By: /s/ Boris Djordjevic

Name: Boris Djordjevic

Title: Director

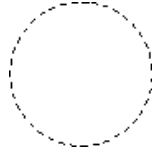
ABERCROMBIE & FITCH EUROPE S.A.

By: /s/ Boris Djordjevic

Name: Boris Djordjevic

Title: President

AFH JAPAN, G.K.  
[seal]



By: /s/ Takehiko Fukuoka  
Name: Takehiko Fukuoka  
Title: Executive Manager

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PNC BANK, NATIONAL ASSOCIATION,  
as Global Agent, an LC Issuer, the Swing Line Lender, and a  
Lender

By: /s/ Thomas E. Redmond

Name: Thomas E. Redmond

Title: Senior Vice President

PNC BANK CANADA BRANCH, as a Canadian Lender

By: /s/ Caroline Stade

Name: Caroline Stade

Title: Senior Vice President

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JPMORGAN CHASE BANK, N.A.,  
as a Lender

By: /s/ Brendan Korb

Name: Brendan Korb

Title: Vice President

JPMORGAN CHASE BANK, N.A., TORONTO BRANCH, as a  
Canadian Lender

By: /s/ Brendan Korb

Name: Brendan Korb

Title: Vice President

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FIFTH THIRD BANK

By: /s/ Michael J. Schaltz, Jr.

Name: Michael J. Schaltz, Jr.

Title: Vice President

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THE HUNTINGTON NATIONAL BANK

By: /s/ Amanda M. Sigg

Name: Amanda M. Sigg

Title: Vice President

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BANK OF AMERICA, N.A.

By: /s/ Jaime C. Eng

Name: Jaime C. Eng

Title: Vice President

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CITIZENS BANK OF PENNSYLVANIA

By: /s/ Carl S. Tabacjar, Jr.

Name: Carl S. Tabacjar, Jr.

Title: Vice President

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SUMITOMO MITSUI BANKING CORPORATION

By: /s/ David W. Kee

Name: David W. Kee

Title: Managing Director

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U.S. BANK NATIONAL ASSOCIATION

By: /s/ Mark D. Rodgers

Name: Mark D. Rodgers

Title: Assistant Vice President

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## GUARANTOR ACKNOWLEDGMENT AND AGREEMENT

Each of the undersigned (collectively, the “Guarantors” and, individually, “Guarantor”) consents and agrees to and acknowledges the terms of the foregoing Amendment No. 2 to Amended and Restated Credit Agreement, dated as of January 23, 2013 (the “Amendment”). Each Guarantor specifically acknowledges the terms of and consents to the amendments set forth in the Amendment. Each Guarantor further agrees that its obligations pursuant to the Domestic Credit Party Guaranty shall remain in full force and effect and be unaffected hereby.

EACH GUARANTOR HEREBY IRREVOCABLY WAIVES ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS GUARANTOR ACKNOWLEDGMENT AND AGREEMENT OR THE AMENDMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. EACH GUARANTOR HEREBY CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER.

(Signature page follows.)

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IN WITNESS WHEREOF, this Guarantor Acknowledgment and Agreement has been duly executed and delivered as of the date of the Amendment.

ABERCROMBIE & FITCH CO.

By: /s/ Everett Gallagher

Name: Everett Gallagher

Title: Senior Vice President—Tax, Treasury and  
Risk Management & Treasurer

ABERCROMBIE & FITCH HOLDING CORPORATION  
A&F TRADEMARK, INC.  
ABERCROMBIE & FITCH FULFILLMENT COMPANY  
ABERCROMBIE & FITCH DISTRIBUTION COMPANY  
J.M.H. TRADEMARK, INC.  
J.M. HOLLISTER, LLC  
ABERCROMBIE & FITCH TRADING CO.  
ABERCROMBIE & FITCH STORES, INC.  
FAN COMPANY, LLC  
HOLLISTER CO.  
ABERCROMBIE & FITCH INTERNATIONAL, INC.  
GILLY HICKS, LLC  
DFZ, LLC  
A&F CANADA HOLDING CO.  
CANOE, LLC  
CROMBIE, LLC  
RUEHL NO. 925, LLC  
AFH PUERTO RICO LLC  
NSOP, LLC

By: /s/ Everett Gallagher

Name: Everett Gallagher

Title: Senior Vice President & Treasurer

ABERCROMBIE & FITCH PROCUREMENT SERVICES,  
LLC

By: Abercrombie & Fitch Trading Co., its Sole Member

By: /s/ Everett Gallagher

Name: Everett Gallagher

Title: Senior Vice President & Treasurer  
Abercrombie & Fitch Trading Co.

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**AMENDMENT NO. 1  
TO TERM LOAN AGREEMENT**

**dated as of  
January 23, 2013**

**Among**

**ABERCROMBIE & FITCH MANAGEMENT CO.  
*as Borrower,***

**ABERCROMBIE & FITCH CO.,  
*as Parent,***

**THE LENDING INSTITUTIONS NAMED HEREIN,  
*as Lenders,***

**PNC BANK, NATIONAL ASSOCIATION,  
*as Agent***

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AMENDMENT NO. 1 TO TERM LOAN AGREEMENT

This Amendment No. 1 to Term Loan Agreement (this "Amendment") is made as of January 23, 2013, by and among ABERCROMBIE & FITCH MANAGEMENT CO., a Delaware corporation (the "Company"), as the Borrower, ABERCROMBIE & FITCH CO., a Delaware corporation (the "Parent"), the lenders party hereto (each a "Lender" and collectively, the "Lenders"), and PNC BANK, NATIONAL ASSOCIATION as the administrative agent (the "Agent").

RECITALS:

A. The Company, the Parent, the Agent and the Lenders are parties to the Term Loan Agreement, dated as of February 24, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "Term Loan Agreement").

B. The Company, the Agent and the Lenders desire to further amend the Term Loan Agreement as more fully set forth herein.

C. Each capitalized term used herein and not otherwise defined herein shall have the same meaning set forth in the Term Loan Agreement as amended.

AGREEMENT:

In consideration of the premises and mutual covenants herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company, the Agent and the Lenders agree as follows:

1. Schedule 1. Schedule 1 to the Term Loan Agreement shall be amended and restated as set forth at Schedule I to this Amendment.

2. New Definition. The following definition shall be added to Section 1.01 of the Term Loan Agreement in the appropriate alphabetical order:

"First Amendment Date" means January 23, 2013.

3. Amendments to Section 1.01 of the Term Loan Agreement. Section 1.01 of the Term Loan Agreement shall be amended by amending and restating the definitions of "Maximum Credit Facility Amount" and "Total Commitments" as follows:

"Maximum Credit Facility Amount" means \$150,000,000, as such amount may be reduced pursuant to Section 2.09.

"Total Commitments" means the sum of the Commitments of the Lenders as the same may be decreased pursuant to Section 2.09. As of the First Amendment Date, the amount of the Total Commitments is \$150,000,000.

4. Amendment to Section 7.07 to the Term Loan Agreement. Section 7.07 of the Term Loan Agreement shall be amended by amending and restating clause (b) as follows:

“(b) Coverage Ratio. The Parent and the Company will not at any time permit the Coverage Ratio to be less than 1.75 to 1.00 at the end of each Testing Period and/or at any time Pro Forma Compliance is required to be demonstrated.”

5. Conditions Precedent. The amendments set forth above shall become effective upon the satisfaction of the following conditions precedent:

- (a) this Amendment has been executed by the Company, the Parent, the Agent and the Required Lenders, and counterparts hereof as so executed shall have been delivered to the Agent;
- (b) the Company shall have provided an officer’s certificate that certifies that all representations and warranties of the Credit Parties contained in the Term Loan Agreement or in the other Loan Documents shall be true and correct in all material respects with the same effect as though such representations and warranties had been made on and as of the date of this Amendment, except to the extent that such representations and warranties expressly relate to an earlier specified date, in which case such representations and warranties shall have been true and correct in all material respects as of the date when made;
- (c) each Guarantor has executed and delivered to the Agent the Guarantor Acknowledgment and Agreement attached hereto;
- (d) the Agent shall have received an executed copy of an amendment to the Revolving Facility in form and substance satisfactory to the Agent;
- (e) the Company shall have paid to the Agent, for the account of each Lender that signs this Amendment, a 0.05% amendment fee based on each such Lender’s Commitment (after giving effect to this Amendment); and
- (f) the Company shall have paid all reasonable out-of-pocket fees and expenses of the Agent that have been invoiced on or prior to such date in connection with the preparation, negotiation, execution and delivery of this Amendment.

6. Representations and Warranties. The Company and the Parent each hereby represents and warrants to the Agent and the Lenders that: (a) such Credit Party has the legal power and authority to execute and deliver this Amendment; (b) the officials executing this Amendment have been duly authorized to execute and deliver the same and bind such Credit Party with respect to the provisions hereof; (c) the execution and delivery hereof by such Credit Party and the performance and observance by such Credit Party of the provisions hereof do not violate or conflict with the organizational documents of such Credit Party or any law applicable to such Credit Party; (d) no Default or Event of Default exists under the Term Loan Agreement, nor will any occur immediately after the execution and delivery of this Amendment or by the performance or observance of any provision hereof; and (e) this Amendment constitutes a valid and binding obligation of such Credit Party in every respect, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors’ rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

7. Term Loan Agreement Unaffected. Each reference that is made in the Term Loan Agreement or any other Loan Document shall hereafter be construed as a reference to the Term Loan Agreement as amended hereby. Except as herein otherwise specifically provided, all provisions of the Term Loan Agreement shall remain in full force and effect and be unaffected hereby.

8. Counterparts. This Amendment may be executed in any number of counterparts, by different parties hereto in separate counterparts and by facsimile signature, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.

9. Entire Agreement. This Amendment is specifically limited to the matters expressly set forth herein. This Amendment and all other instruments, agreements and documents executed and delivered in connection with this Amendment embody the final, entire agreement among the parties hereto with respect to the subject matter hereof and supersede any and all prior commitments, agreements, representations and understandings, whether written or oral, relating to the matters covered by this Amendment, and may not be contradicted or varied by evidence of prior, contemporaneous or subsequent oral agreements or discussions of the parties hereto. There are no oral agreements among the parties hereto relating to the subject matter hereof or any other subject matter relating to the Term Loan Agreement.

10. Governing Law; Submission to Jurisdiction; Venue; Waiver of Jury Trial.

(a) THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND THEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAW OF THE STATE OF OHIO WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. TO THE FULLEST EXTENT PERMITTED BY LAW, THE COMPANY AND THE PARENT EACH HEREBY UNCONDITIONALLY AND IRREVOCABLY WAIVES ANY CLAIM TO ASSERT THAT THE LAW OF ANY JURISDICTION OTHER THAN THE STATE OF OHIO GOVERNS THIS AGREEMENT. Any legal action or proceeding with respect to this Agreement or any other Loan Document may be brought in the Court of Common Pleas of Cuyahoga County, Ohio, or of the United States for the Northern District of Ohio, and, by execution and delivery of this Agreement, the Company and the Parent each hereby irrevocably accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of the aforesaid courts. The Company and the Parent each hereby further irrevocably consents to the service of process out of any of the aforementioned courts in any such action or proceeding by the mailing of copies thereof by registered or certified mail, postage prepaid, to such Credit Party at its address for notices pursuant to Section 11. 04 of the Term Loan Agreement, such service to become effective 30 days after such mailing or at such earlier time as may be provided under applicable law. Nothing herein shall affect the right of the Agent or any Lender to serve process in any other manner permitted by law or to commence legal proceedings or otherwise proceed against any Credit Party in any other jurisdiction.

(b) The Company and the Parent each hereby irrevocably waives any objection that it may now or hereafter have to the laying of venue of any of the aforesaid actions or proceedings arising out of or in connection with this Agreement or any other Loan Document brought in the courts referred to in Section 10(a) above and hereby further irrevocably waives and agrees not to plead or claim in any such court that any such action or proceeding brought in any such court has been brought in an inconvenient forum.

**(c) EACH OF THE PARTIES TO THIS AGREEMENT HEREBY IRREVOCABLY WAIVES ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, ANY AMENDMENTS, WAIVERS OR OTHER MODIFICATIONS RELATING THERETO), OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY HERETO HEREBY (A) CERTIFIES THAT**

**NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS PARAGRAPH.**

(Signature pages follow.)

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IN WITNESS WHEREOF, this Amendment has been duly executed and delivered as of the date first above written.

ABERCROMBIE & FITCH MANAGEMENT CO.

By: /s/ Everett Gallagher

Name: Everett Gallagher

Title: Senior Vice President & Treasurer

ABERCROMBIE & FITCH CO.

By: /s/ Everett Gallagher

Name: Everett Gallagher

Title: Senior Vice President—Tax, Treasury and  
Risk Management & Treasurer

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PNC BANK, NATIONAL ASSOCIATION,  
as Agent and a Lender

By: /s/ Thomas E. Redmond

Name: Thomas E. Redmond

Title: Senior Vice President

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JPMORGAN CHASE BANK, N.A.,  
as a Lender

By: /s/ Brendan Korb

Name: Brendan Korb

Title: Vice President

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FIFTH THIRD BANK

By: /s/ Michael J. Schaltz, Jr.

Name: Michael J. Schaltz, Jr.

Title: Vice President

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THE HUNTINGTON NATIONAL BANK

By: /s/ Amanda M. Sigg

Name: Amanda M. Sigg

Title: Vice President

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HSBC BANK USA, N.A.

By: /s/ Alan Z. Zinser

Name: Alan Z. Zinser

Title: VP - Global Relationship Manager

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CITIZENS BANK OF PENNSYLVANIA

By: /s/ Carl S. Tabacjar, Jr.

Name: Carl S. Tabacjar, Jr.

Title: Vice President

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SUMITOMO MITSUI BANKING CORPORATION

By: /s/ David W. Kee

Name: David W. Kee

Title: Managing Director

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U.S. BANK NATIONAL ASSOCIATION

By: /s/ Mark D. Rodgers

Name: Mark D. Rodgers

Title: Assistant Vice President

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Schedule 1Lenders and Commitments

<b>Lender</b>	<b>Total Commitment</b>	<b>Fixed Commitment Percentage as of the Closing Date</b>
PNC Bank, National Association	\$30,000,000	20.0000000%
JPMorgan Chase Bank, N.A.	\$30,000,000	20.0000000%
Fifth Third Bank	\$20,000,000	13.3333333%
Citizens Bank of Pennsylvania	\$20,000,000	13.3333333%
HSBC Bank USA, N.A.	\$12,500,000	8.3333333%
The Huntington National Bank	\$12,500,000	8.3333333%
Sumitomo Mitsui Banking Corporation	\$12,500,000	8.3333333%
U.S. Bank National Association	\$12,500,000	8.3333333%
Total:	\$150,000,000	100.0000000%

## GUARANTOR ACKNOWLEDGMENT AND AGREEMENT

Each of the undersigned (collectively, the “Guarantors” and, individually, “Guarantor”) consents and agrees to and acknowledges the terms of the foregoing Amendment No. 1 to Term Loan Agreement, dated as of January 23, 2013 (the “Amendment”). Each Guarantor specifically acknowledges the terms of and consents to the amendments set forth in the Amendment. Each Guarantor further agrees that its obligations pursuant to the Credit Party Guaranty shall remain in full force and effect and be unaffected hereby.

EACH GUARANTOR HEREBY IRREVOCABLY WAIVES ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS GUARANTOR ACKNOWLEDGMENT AND AGREEMENT OR THE AMENDMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. EACH GUARANTOR HEREBY CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER.

(Signature page follows.)

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IN WITNESS WHEREOF, this Guarantor Acknowledgment and Agreement has been duly executed and delivered as of the date of the Amendment.

ABERCROMBIE & FITCH CO.

By: /s/ Everett Gallagher

Name: Everett Gallagher

Title: Senior Vice President—Tax, Treasury and  
Risk Management & Treasurer

ABERCROMBIE & FITCH HOLDING CORPORATION  
A&F TRADEMARK, INC.  
ABERCROMBIE & FITCH FULFILLMENT COMPANY  
ABERCROMBIE & FITCH DISTRIBUTION COMPANY  
J.M.H. TRADEMARK, INC.  
J.M. HOLLISTER, LLC  
ABERCROMBIE & FITCH TRADING CO.  
ABERCROMBIE & FITCH STORES, INC.  
FAN COMPANY, LLC  
HOLLISTER CO.  
ABERCROMBIE & FITCH INTERNATIONAL, INC.  
GILLY HICKS, LLC  
DFZ, LLC  
A&F CANADA HOLDING CO.  
CANOE, LLC  
CROMBIE, LLC  
RUEHL NO. 925, LLC  
AFH PUERTO RICO LLC  
NSOP, LLC

By: /s/ Everett Gallagher

Name: Everett Gallagher

Title: Senior Vice President & Treasurer

ABERCROMBIE & FITCH PROCUREMENT SERVICES,  
LLC

By: Abercrombie & Fitch Trading Co., its Sole Member

By: /s/ Everett Gallagher

Name: Everett Gallagher

Title: Senior Vice President & Treasurer  
Abercrombie & Fitch Trading Co.