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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, DC 20549**

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**FORM 8-K**

**CURRENT REPORT**

**PURSUANT TO SECTION 13 OR 15(D) OF THE  
SECURITIES EXCHANGE ACT OF 1934**

**Date of report (Date of earliest event reported) October 14, 2009**

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**POLO RALPH LAUREN CORPORATION**

**(Exact Name of Registrant as Specified in Its Charter)**

**DELAWARE**

**(State or Other Jurisdiction of Incorporation)**

**001-13057**

**(Commission File Number)**

**13-2622036**

**(IRS Employer Identification No.)**

**650 MADISON AVENUE, NEW YORK, NEW YORK**

**(Address of Principal Executive Offices)**

**10022**

**(Zip Code)**

**(212) 318-7000**

**(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 (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
  - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
  - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
  - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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**ITEM 5.02. DEPARTURE OF DIRECTORS OR CERTAIN OFFICERS; ELECTION OF DIRECTORS; APPOINTMENT OF CERTAIN OFFICERS; COMPENSATORY ARRANGEMENTS OF CERTAIN OFFICERS.**

On October 14, 2009, Polo Ralph Lauren Corporation (the "Company") entered into an amended and restated employment agreement with Roger N. Farah, the Company's current President and Chief Operating Officer (the "Farah Agreement"). The term of the Farah Agreement continues until March 30, 2013. Pursuant to the Farah Agreement, Mr. Farah will be entitled to an annual base salary of not less than \$900,000 and will also be entitled to participate in any applicable bonus program that the Company maintains during the term of his employment. Based upon the Company's achievement of performance goals established by the Compensation Committee of the Board of Directors, Mr. Farah's annual bonus opportunity may range from a threshold of \$3 million to a maximum of \$9 million, with a target of \$6 million. Mr. Farah is also eligible to participate in all employee benefit plans and arrangements of the Company for its senior executive officers.

Pursuant to the Farah Agreement and in accordance with the Company's 1997 Long-Term Stock Incentive Plan, as amended and restated, in October 2009 (for fiscal year 2010), and in each of the Company's fiscal years 2011 and 2012, Mr. Farah will receive an annual stock award grant with a total value of \$7 million. Fifty percent of such stock award shall consist of cliff restricted performance share units ("Cliff RPSUs") and fifty percent shall consist of stock options to purchase shares of the Company's Class A common stock. During the term of Mr. Farah's employment agreement, Mr. Farah will also receive an annual payment of \$250,000 in the form of deferred bonus compensation, which will be credited in monthly installments to a deferred compensation account. For security purposes, Mr. Farah uses private aircraft for travel and under the Farah Agreement, Mr. Farah is entitled to reimbursement for any business and personal aircraft travel expenses which he incurs, without any tax gross-up.

Under the Farah Agreement, if Mr. Farah resigns for good reason (as defined in the Farah Agreement) or if the Company terminates his employment for any reason other than an election on the part of the Company not to extend the term of the Farah Agreement, Mr. Farah's death or disability or for cause (as defined in the Farah Agreement), Mr. Farah will be entitled to receive the following:

- an amount, generally payable over Mr. Farah's severance period, equal to the sum of: (i) the applicable severance multiplier times his annual base salary and (ii) the applicable severance multiplier times his target annual incentive bonus. Mr. Farah's severance multiplier is the greater of two or the number of full and partial years from the date of termination through March 30, 2013 (up to a maximum of three);
- a pro-rata portion, based on the number of days he worked in the fiscal year prior to the date of the termination of his employment, of his annual incentive bonus that he would have received based on the Company's performance for the fiscal year during which his employment ended, payable in a lump sum at the time such bonus would have been paid had Mr. Farah's employment not been terminated;
- all outstanding restricted stock unit awards that are not performance-based will immediately vest and all of his Cliff RPSUs that will be granted in the Company's fiscal years 2010 and 2011 pursuant to the Farah agreement will vest, subject to the Company meeting the applicable performance goals for such stock awards for such applicable performance periods;
- Cliff RPSUs that will be granted in the Company's fiscal year 2012 will vest, with payment for such Cliff RPSUs to be made within ten days following the end of the Company's fiscal year 2014;

- all outstanding stock options will vest and each stock option will remain exercisable for a period of at least one year from the date of termination of employment (or upon the expiration of the original stock option term if earlier); and
- continued participation in the Company's health benefit plans and continued payment of his automobile allowance until the earlier of the end of the severance period or until he secures new employment.

If either the Company or Mr. Farah elects not to extend the term of the Farah Agreement, Mr. Farah will be entitled to receive his salary through the date of termination plus the annual incentive bonus he would have been entitled to receive had he been employed by the Company through the end of the fiscal year during which his employment ended, payable in a lump sum at the time such bonus would have been paid had his employment not been terminated. In addition, Mr. Farah's restricted stock units, Cliff RPSUs and stock options will be treated in the same manner as described in the third paragraph above. However, if Mr. Farah elects not to extend the term of the Farah Agreement, any of Mr. Farah's vested stock options that were granted in fiscal year 2013 will not become exercisable until the end of the Company's fiscal year 2014, and will remain exercisable for one year. If the Company elects not to extend the term, Mr. Farah will also be entitled to receive an amount, payable in twelve equal monthly installments, equal to the sum of (i) his annual base salary and (ii) his target annual incentive bonus.

If the Company terminates Mr. Farah for cause or Mr. Farah resigns other than for good reason (and his resignation is not due to his election not to extend the term of the Farah Agreement), he is entitled to receive his base salary through the date of termination, and in addition, if Mr. Farah's resignation is due to his early retirement (as defined in the Company's 1997 Long-Term Stock Incentive Plan), then Mr. Farah shall have one year from the date of resignation of his employment to exercise any vested stock options (or upon the expiration of the original stock option term if earlier). If Mr. Farah's termination of employment is due to his death or disability, he, or his estate will be entitled to receive all payments due to him through the date of his death or termination due to disability, including a pro-rated target annual incentive bonus for the fiscal year of termination, and, with respect to his restricted stock units, Cliff RPSUs and stock options, all such awards will be treated in the same manner as described in the third paragraph above, except with respect to Mr. Farah's vested stock options, each stock option will remain exercisable for a period of at least three years from the date of termination of employment (or upon the expiration of the original stock option term if earlier).

If the Company and Mr. Farah both determine that part or all of the payments under the Farah Agreement constitute "parachute payments" under Section 280G(b)(2) of the Internal Revenue Code (the "Code"), then, if the aggregate present value of such parachute payments and all other parachute payments paid to Mr. Farah under any other plan, arrangement or agreement with the Company exceeds 2.99 times Mr. Farah's "base amount", as defined in Section 280G(b)(3) of the Code, the payments to Mr. Farah constituting "parachute payments" will be reduced to the extent necessary so that the parachute payments equal 2.99 times Mr. Farah's "base amount." However, such amounts will not be so reduced if he determines that without such reduction he would be entitled to receive and retain, on a net after tax basis, a greater amount than he would be entitled to receive and retain after such reduction.

If a change of control (as defined in the Farah Agreement) of the Company occurs within two (2) years prior to any termination of Mr. Farah's employment due to his resignation for good reason or due to any reason other than an election on the part of the Company not to extend the term of the Farah Agreement, his death or disability or for cause, then Mr. Farah will receive the cash severance payments described above in the third paragraph of this section, in two equal lump sum installments, the first payable within 45 days after the date of termination and the second on the first anniversary of the date of termination, except instead of a pro-rata annual incentive bonus for the fiscal year of termination Mr. Farah will receive a pro-rata portion of his target bonus for the fiscal year of termination, to be paid in a lump sum within 45 days following the date of termination.

Under the Farah Agreement, the above described amounts and stock awards to be provided to Mr. Farah are subject to his compliance with certain restrictive covenants. The balance of Mr. Farah's deferred compensation account on or after January 1, 2010 will be paid to him on the 45<sup>th</sup> day following the termination of his employment. Any amounts due and payable to Mr. Farah upon termination of his employment will be subject to compliance with Section 409A of the Code.

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On October 14, 2009, the Company entered into an amended and restated employment agreement with Jackwyn Nemerov, the Company's current Executive Vice President (the "Nemerov Agreement"). The term of the Nemerov Agreement continues until March 31, 2013. Pursuant to the Nemerov Agreement, Ms. Nemerov will be entitled to an annual base salary of not less than \$900,000 and will also be entitled to participate in any applicable bonus program that the Company maintains during the term of her employment. She is also eligible to participate in all employee benefit plans and arrangements of the Company for its senior executive officers. Pursuant to the Nemerov Agreement and in accordance with the Company's 1997 Long-Term Stock Incentive Plan, as amended and restated, in October 2009 (for fiscal year 2010), and in each of the Company's fiscal years 2011, 2012 and 2013, Ms. Nemerov will be granted an annual stock award grant with a total value of \$3 million. Fifty percent of such stock award shall consist of Cliff RPSUs. In addition, Ms. Nemerov will also receive a grant of 140,000 Cliff RPSUs that will be granted in four equal annual installments of 35,000 Cliff RPSUs.

Under the Nemerov Agreement, if the Company terminates Ms. Nemerov's employment for any reason other than death, disability or cause (as defined in the Nemerov Agreement), including the Company electing not to renew her employment at the end of the term of her contract, or Ms. Nemerov terminates her employment for good reason (as defined in the Nemerov Agreement), Ms. Nemerov will be entitled to receive, in accordance with the Company's normal payroll practices, an amount equal to her base salary for a severance period equal to the longer of the remaining term of the Nemerov Agreement or one year, plus a lump sum amount at the end of the severance period equal to the bonus paid to Ms. Nemerov for the fiscal year immediately preceding the fiscal year in which her termination of employment occurs. In addition, Ms. Nemerov will be entitled to continue to participate during the severance period in any group medical, dental or life insurance plans in which she participated prior to termination. She will also vest in any unvested stock options as of the date of termination of her employment and will receive one year from the date of such termination to exercise any vested stock options, but in no event later than the expiration date of such vested stock options. Any unvested RPSUs held by Ms. Nemerov will vest at the end of the applicable performance period, subject to the Company meeting the applicable performance goals.

If Ms. Nemerov voluntarily terminates her employment without good reason, or if the Company terminates her employment for cause, Ms. Nemerov will be entitled to receive only her base salary through the date of termination. In the event her employment terminates due to her death or disability, she or her estate will be entitled to receive all payments due to her through the date of her death or termination due to disability. If Ms. Nemerov's employment terminates due to her death or disability, or she terminates her employment due to retirement, Ms. Nemerov will be entitled to receive a pro-rated amount, based on the percentage of time that has elapsed during the applicable performance periods, of the unvested restricted performance share units held by her, which will vest at the end of the applicable three-year performance period, subject to the Company's achievement of pre-established financial goals. For death or disability, unvested stock options continue to vest according to their original vesting schedule.

If the Company terminates her employment without cause within 12 months following a change of control of the Company (as defined in the Nemerov Agreement), then, in lieu of the foregoing amounts, Ms. Nemerov will be entitled to receive a lump sum amount, payable within 15 days after the termination of her employment, equal to two times the sum of her annual base salary and the bonus she was paid for the fiscal year immediately prior to her termination. In addition, any unvested stock options, unvested restricted stock and unvested restricted performance share units held by Ms. Nemerov will immediately vest, and all of her vested stock options will remain exercisable for six months.

Under the Nemerov Agreement, the above described amounts and stock awards to be provided to her are subject to her compliance with certain restrictive covenants. Any amounts due and payable to Ms. Nemerov upon termination of her employment will be subject to compliance with Section 409A of the Code.

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On October 14, 2009, the Company entered into an amended and restated employment agreement with Mitchell A. Kosh, the Company's current Senior Vice President of Human Resources (the "Kosh Agreement"). The term of the Kosh Agreement is for three years, commencing on October 14, 2009 and terminating on the third anniversary of such date. Pursuant to the Kosh Agreement, Mr. Kosh will be entitled to an annual base salary of not less than \$675,000 and will also be entitled to participate in any applicable bonus program that the Company maintains during the term of his employment. He is also eligible to participate in the Company's 1997 Long-Term Stock Incentive Plan, as amended and restated, and all employee benefit plans and arrangements of the Company for its senior executive officers.

Under the Kosh Agreement, if the Company terminates his employment for any reason other than death, disability or cause (as defined in the Kosh Agreement), or Mr. Kosh voluntarily terminates his employment for good reason (as defined in the Kosh Agreement), Mr. Kosh will be entitled to continue to receive, in accordance with the Company's normal payroll practices, an amount equal to his base salary for a severance period equal to the longer of the remaining term of the Kosh Agreement or one year, plus an amount, payable at the end of the severance period, equal to the bonus that Mr. Kosh received for the fiscal year immediately preceding the fiscal year in which his employment terminates. In addition, Mr. Kosh will be entitled to continue his participation during the severance period in any group medical or dental insurance plans in which he participated prior to termination.

If Mr. Kosh voluntarily terminates his employment without good reason, or if the Company terminates his employment for cause, he will be entitled to receive only his base salary through the date of termination. If Mr. Kosh's termination is due to his death or disability, Mr. Kosh or his estate will be entitled to receive all payments due to him through the date of his death or termination due to disability. If his employment terminates due to his death or disability, or he terminates his employment due to retirement, Mr. Kosh will be entitled to receive a pro-rated amount, based on the percentage of time that has elapsed during the applicable performance periods, of the unvested restricted performance share units held by him, which will vest at the end of the three-year performance period from the date of the grant, subject to the Company's achievement of pre-established financial goals. For death or disability, unvested stock options continue to vest according to their original vesting schedule.

If the Company terminates Mr. Kosh's employment without cause within 12 months following a change of control of the Company (as defined in the Kosh Agreement), Mr. Kosh will be entitled to receive a lump sum amount, payable within 15 days after the termination of his employment, equal to twice the sum of his annual base salary and the bonus paid to him for the fiscal year immediately preceding the fiscal year in which his employment terminates. In addition, any unvested stock options and unvested restricted performance share units held by Mr. Kosh will immediately vest, and all stock options held by him will remain exercisable for six months.

Under the Kosh Agreement, the above described amounts and stock awards to be provided to him are subject to his compliance with certain restrictive covenants. Any amounts due and payable to Mr. Kosh upon termination of his employment will be subject to compliance with Section 409A of the Code.

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The foregoing descriptions of each of the Farah Agreement, the Nemerov Agreement and the Kosh Agreement are qualified in their entirety by reference to the Farah Agreement, the Nemerov Agreement and the Kosh Agreement which are attached hereto as Exhibits 10.1, 10.2 and 10.3, respectively.

**ITEM 9.01. FINANCIAL STATEMENTS AND EXHIBITS.**

(d) Exhibits.

<u>EXHIBIT NO.</u>	<u>DESCRIPTION</u>
10.1	Employment Agreement dated October 14, 2009 between the Company and Roger N. Farah.
10.2	Employment Agreement dated October 14, 2009 between the Company and Jackwyn Nemerov.
10.3	Employment Agreement dated October 14, 2009 between the Company and Mitchell A. Kosh.

**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.

**POLO RALPH LAUREN CORPORATION**

Date: October 19, 2009

By: \_\_\_\_\_ /s/ TRACEY T. TRAVIS  
Name: Tracey T. Travis  
Title: Senior Vice President and Chief Financial Officer

EXHIBIT INDEX

*Exhibits; Description*

- 10.1 Employment Agreement dated October 14, 2009 between Polo Ralph Lauren Corporation and Roger N. Farah.
- 10.2 Employment Agreement dated October 14, 2009 between Polo Ralph Lauren Corporation and Jackwyn Nemerov.
- 10.3 Employment Agreement dated October 14, 2009 between Polo Ralph Lauren Corporation and Mitchell A. Kosh.



**AMENDED AND RESTATED  
EMPLOYMENT AGREEMENT**

AMENDED AND RESTATED EMPLOYMENT AGREEMENT (the "Agreement") made effective as of the 14<sup>th</sup> day of October 2009, by and between Polo Ralph Lauren Corporation, a Delaware corporation (the "Corporation"), and Roger N. Farah (the "Executive").

WHEREAS, the Executive is serving as President and Chief Operating Officer of the Corporation pursuant to an Amended and Restated Employment Agreement made as of July 23, 2002, as amended (the "2002 Employment Agreement"); and

WHEREAS, the Corporation and the Executive wish to amend and restate such 2002 Employment Agreement effective as of the date hereof;

NOW, THEREFORE, intending to be bound the parties hereby agree as follows with effect from the date first above written.

1. Employment/Prior Agreement. The Corporation hereby agrees to employ the Executive, and the Executive hereby agrees to serve the Corporation, on the terms and conditions set forth herein. From and after the date hereof, the terms of this Agreement shall, except as provided herein, supersede in all respects the terms of any prior arrangement or agreement, if any, dealing with the matters herein, including the 2002 Employment Agreement.

2. Term. The employment of the Executive by the Corporation as provided in Section 1 pursuant to this Agreement will be effective on the date hereof. The term of the Executive's employment under this Agreement shall continue until the close of business on March 30, 2013, subject to earlier termination in accordance with the terms of this Agreement (the "Term"). The Term shall be automatically extended so as to end on the last day of each subsequent fiscal year thereafter unless either party notifies the other in writing of its intention not to extend the Term at least 180 days prior to the commencement of the next scheduled extension (a "NonExtension Notice").

3. Position and Duties. The Executive shall serve as President and Chief Operating Officer. The Executive shall report to Ralph Lauren (as Chairman of the Board of Directors of the Corporation (the "Board") and Chief Executive Officer) and the Board, and shall have responsibilities and duties for the oversight of the Corporation's operations and such other responsibilities and duties, that are (a) not inconsistent with the usual duties of a president and chief operating officer of an enterprise such as the Corporation, as may be assigned to Executive from time to time, and (b) no less comprehensive than have been the duties and responsibilities of the Executive during the period of his employment with the Corporation prior to the date hereof. The Executive shall devote all of Executive's working time and efforts to the business and affairs

of the Corporation; provided, however, that the Executive may serve on such boards of directors as he may be asked to serve on from time to time, with the Corporation's approval. It is further understood and agreed that nothing herein shall prevent the Executive from managing his personal investments so long as such activities do not interfere in more than an insignificant manner with the Executive's performance of his duties hereunder and do not conflict with the provisions of Section 8.

#### 4. Compensation and Related Matters.

##### (a) Salary and Incentive Bonus.

(i) Salary. During the Term, Executive's annual salary shall be at the rate of \$900,000. Such salary shall be paid in substantially equal installments on a basis consistent with the Corporation's payroll practices and shall be subject to annual increases, if any, as may be determined in the sole discretion of the Corporation. Executive's salary as in effect from time to time is hereinafter referred to as the "Salary".

(ii) Incentive Bonus. Executive shall participate in the Corporation's Executive Officer Annual Incentive Plan (the "EOAIP"), and any substitute therefor, and be eligible to earn an annual cash bonus for each fiscal year during the Term of this Agreement (the "Annual Incentive Bonus"). With respect to each fiscal year during the Term commencing with the Corporation's 2010 fiscal year (*i.e.*, commencing March 29, 2009), Executive's Annual Incentive Bonus opportunity shall range, subject to achieving pre-established performance goals, from \$3 million upon obtaining threshold performance targets established by the Compensation Committee (the "Compensation Committee") of the Board (*i.e.*, the EOAIP bonus schedule threshold) to a maximum of \$9 million upon obtaining maximum performance targets established by the Compensation Committee (*i.e.*, the EOAIP bonus schedule maximum) based upon the extent to which performance goals established by the Compensation Committee are achieved. At target performance (*i.e.*, the EOAIP bonus schedule target), Executive's Annual Incentive Bonus shall be \$6 million (the "Target Annual Incentive Bonus"). The Annual Incentive Bonus, if any, payable to the Executive in respect of each fiscal year will be paid at the same time that annual bonuses are paid to other executives under the EOAIP. Notwithstanding any provision of this Agreement to the contrary, the Executive's entitlement to payment of an Annual Incentive Bonus during any period when the compensation payable to the Executive pursuant to this Agreement is subject to the deduction limitations of section 162(m) of the Internal Revenue Code of 1986, as amended (the "Code"), shall be subject to shareholder approval of a plan or arrangement evidencing such Annual Incentive Bonus opportunity that complies with the requirements of section 162(m) of the Code.

(iii) Deferred Compensation. Executive shall receive an aggregate of \$250,000 per year for the fiscal years ending in 2010 through 2013 (the "Deferred Compensation") in the form of deferred bonus compensation, which shall be credited to a deferred compensation account on the books of the Corporation in equal monthly installments in a manner substantially consistent with the Corporation's deferred compensation agreements with other senior executives. Executive shall at all times be fully vested in the Deferred Compensation credited to such account. Notwithstanding any provision of the Deferred Compensation Agreement, dated September 19, 2002, between the Corporation and Executive to the contrary, Executive's Deferred Compensation shall be distributed as follows: (i) the balance credited to the deferred compensation account as of December 31, 2008, less the vested balance credited to such account as of December 31, 2004, will be paid to Executive on or prior to October 31, 2009; (ii) Deferred Compensation and any earnings credited in calendar 2009 will be paid to Executive (subject to Section 6(h) of this Agreement) on (A) the 45th day following the termination of Executive's employment if Executive's employment terminates before October 31, 2010 and (B) the earlier of January 1, 2017 or the 45<sup>th</sup> day following the termination of Executive's employment if Executive's employment terminates on or after October 31, 2010; and (iii) Deferred Compensation and any earnings credited after calendar 2009 will be paid to Executive on the 45th day following the termination of Executive's employment (subject to Section 6(h) of this Agreement). The vested balance credited to the deferred compensation account as of December 31, 2004 will be paid to Executive as soon as practicable following the termination of Executive's employment.

(b) Expenses. During the term of the Executive's employment hereunder, the Executive shall be entitled to receive prompt reimbursement for all reasonable and customary expenses incurred by the Executive in performing services hereunder, including all expenses of travel and living expenses while away from home on business or at the request of and in the service of the Corporation; provided that such expenses are incurred and accounted for in accordance with the policies and procedures established by the Corporation.

(c) Other Benefits. During the term of the Executive's employment hereunder, the Executive shall be entitled to participate in or receive benefits under any medical, pension, profit sharing or other employee benefit plan or arrangement generally made available by the Corporation now or in the future to its executives and key management employees (or to their family members), subject to and on a basis consistent with the terms, conditions and overall administration of such plans and arrangements. Moreover, during such term, the Executive shall be entitled to a monthly car allowance of \$1,500. Nothing paid to the Executive under any plan or arrangement presently in effect or made available in the future shall be deemed to be in lieu of the Salary, Annual Incentive Bonuses or Deferred Compensation, payable to the Executive pursuant to paragraph (a) of this Section.

(d) Vacations. The Executive shall be entitled to reasonable vacations consistent with the Corporation's past practice.

(e) Long Term Incentive Awards. With respect to each of the three-consecutive-fiscal-year periods beginning, respectively, in fiscal year 2010 (the "First Performance Period"), fiscal year 2011 (the "Second Performance Period") and fiscal year 2012 (the "Third Performance Period") (each such period shall hereinafter be referred to as a "Performance Period"), it is expected that the Executive shall receive a long-term incentive award (each such award shall hereinafter be referred to as a "LTI Award") with a value of \$7 million, although the determination of the value of the actual LTI Award made to the Executive shall be in the sole discretion, exercised in good faith, of the Compensation Committee. Fifty percent (50%) of the value of any such LTI Award shall consist of restricted performance share units ("RPSUs"), valued as of the date of grant. Fifty percent (50%) of the value of any such LTI Award shall consist of options to purchase shares of Class A Common Stock of the Corporation ("LTI Options"), which options shall be valued, as of the date of grant, using the Black-Scholes option-pricing model. The LTI Award for the First Performance Period shall be granted within ten days of the date that this Agreement is executed by the Corporation and the Executive. The LTI Awards for the Second and Third Performance Periods shall be granted at the same time as long-term incentive awards are granted to the Corporation's other senior executives for such Performance Periods, but in no event shall the LTI Awards for the Second and Third Performance Periods be granted later than August 31, 2010 and August 31, 2011, respectively. Subject to the terms of this Agreement, with respect to the RPSUs granted for the First and Second Performance Periods, the Executive shall become 100 percent vested in such RPSUs as of the last day of the respective Performance Period if he remains continuously employed with the Corporation through the end of the applicable Performance Period and the performance goals determined by the Compensation Committee are achieved; with respect to the RPSUs granted for the Third Performance Period, the Executive shall become fully vested in such RPSUs as of March 30, 2013 if he remains continuously employed with the Corporation through such date, with payment with respect to such RPSUs to be made within ten (10) days after the end of the Corporation's 2014 fiscal year. Subject to the terms of this Agreement, one-third of the grant of LTI Options with respect to the First Performance Period shall vest and become exercisable on each of the first three anniversaries of the date of grant, provided the Executive remains continuously employed with the Corporation to the applicable vesting date. With respect to the grant of LTI Options for the Second Performance Period, subject to the terms of this Agreement, (A) one-third of such grant of LTI Options shall vest and become exercisable on each of the first two anniversaries of the date of grant, provided the Executive remains continuously employed with the Corporation through such date; and (B) the remaining one-third of such grant of LTI Options shall vest and become exercisable on March 30, 2013, provided the Executive remains continuously employed with the Corporation through such date. With respect to the grant of LTI Options for the Third Performance Period, subject to the terms of this Agreement, (1) one-third of such grant of LTI Options shall vest and become exercisable on the first anniversary of the date of grant, provided the Executive remains continuously employed with the Corporation through such date; (2) an additional one-third of such grant of LTI Options shall vest and become

exercisable on March 30, 2013, provided the Executive remains continuously employed with the Corporation through such date; and (3) the remaining one-third of such grant of LTI Options (the "Third Tranche") shall vest on March 30, 2013 (provided the Executive remains continuously employed with the Corporation through such date), but shall not become exercisable until the last day of the Corporation's 2014 fiscal year. Except as otherwise provided in this Agreement, LTI Options shall remain exercisable until the seventh anniversary of the date of grant. Subject to the terms of this Agreement, both components of the LTI Award (RPSUs and LTI Options) shall be granted pursuant to and shall be subject to the terms of the Polo Ralph Lauren Corporation 1997 Long-Term Stock Incentive Plan, as amended and restated as of August 12, 2004 and amended as of June 30, 2006 and May 21, 2009, or any successor thereto (the "Incentive Plan"). The LTI Award for the First Performance Period shall also be subject to the terms of the Fiscal 2010 - Overview of Stock Options and the Fiscal 2010 - Overview of Cliff Restricted Performance Share Unit Awards to the extent such Fiscal-2010 Overviews are not inconsistent with the Incentive Plan and the provisions of this Agreement. The LTI Awards for the Second and Third Performance Periods shall be subject to terms and conditions no less favorable than the terms and conditions governing long-term incentive awards which are granted to other executives and key management employees of the Corporation, provided such terms are not inconsistent with the Incentive Plan and the provisions of this Agreement. It is understood that the Compensation Committee reserves the right, in its good faith discretion, to change (i) the Performance Period with respect to LTI Awards and/or (ii) the valuation methodology applicable to LTI Options, provided in any case that the Executive's LTI Awards are treated in the same manner as similar awards granted to the Corporation's other senior executives. Except as specifically set forth in this Section 4(e), the Executive shall not be granted any other long-term incentive awards from the Corporation during the Term.

(f) Air Travel. For purposes of security and efficiency, the Executive and his family members, to and only to the extent such family members are traveling with the Executive, shall use the Corporation's aircraft or other private aircraft for any travel. To the extent the Executive and his family are unable to use the Corporation's aircraft or other private aircraft for any travel, the Executive and his family may use commercial aircraft. For any expense incurred as a result of the Executive's use of private aircraft (other than the Corporation's aircraft) or commercial aircraft, the Executive shall be reimbursed by the Corporation (with no tax gross up). For any such expense, the Executive shall be entitled to reimbursement at the lesser of market rates or Executive's out-of-pocket cost.

#### 5. Termination.

(a) Termination by Corporation. The Executive's employment hereunder may be terminated at any time with or without Cause.

(b) Termination by the Executive. The Executive may terminate his employment hereunder with or without Good Reason. For purposes of this Agreement, "Good Reason" shall mean (A) a material diminution in or adverse alteration to the Executive's title or duties as set forth in Section 3 herein, (B) a reduction in the Executive's Salary or Annual Incentive Bonus opportunity or Deferred Compensation from those

provided herein or the Corporation's electing to eliminate the EOAIP without substituting therefor a plan which provides for a reasonably comparable Annual Incentive Bonus opportunity or the Executive's ceasing to be entitled to the payment of an Annual Incentive Bonus as a result of the failure of the Corporation's shareholders to approve a plan or arrangement evidencing such Annual Incentive Bonus in a manner that complies with the requirements of section 162(m) of the Code, (C) the relocation of the Executive's principal office outside of the area which comprises a fifty (50) mile radius from New York City, (D) a failure of the Corporation to comply with any material provision of this Agreement, or (E) the Corporation requires Executive to report to other than Ralph Lauren and the Board; provided that the events described in clauses (A), (B), (C), (D) and (E) above shall not constitute Good Reason (1) until the Executive provides notice to the Corporation of the existence of such diminution, change, reduction, relocation, failure or requirement within ninety (90) days of its occurrence and (2) unless such diminution, change, reduction, failure or requirement (as applicable) has not been cured within thirty (30) days after written notice of such noncompliance has been given by the Executive to the Corporation.

(c) Any termination of the Executive's employment by the Corporation or by the Executive (other than termination pursuant to Section 6(d)(i) hereof) shall be communicated by written Notice of Termination to the other party hereto in accordance with Section 10 hereof. A "Notice of Termination" shall mean a notice which shall indicate the specific termination provision in this Agreement relied upon and shall set forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of the Executive's employment under the provision so indicated.

6. Compensation Upon Termination. The provisions of this Section 6 shall exclusively govern the Executive's rights upon termination of employment with the Corporation and its affiliates. Upon termination of the Executive's employment for any reason, the Executive agrees to resign, as of the date of such termination of employment, from the Board and any committees of the Corporation or its affiliates on which he serves.

(a) If the Corporation shall terminate the Executive's employment for any reason other than an Enumerated Reason as set forth in Section 6(d) hereof or if the Executive resigns for Good Reason pursuant to Section 5(b) hereof, subject to the provisions of Section 8 hereof, the Executive shall be entitled to the following:

(i) an amount equal to (1) the product of (x) the greater of two (2) or the number of full and partial years from the date of termination through March 30, 2013 (up to a maximum of three (3)), and (y) the sum of (I) the Executive's Salary at the rate in effect on such date (unless employment is terminated by the Executive for Good Reason pursuant to Section 5(b) hereof as a result of a Salary reduction, in which case, at the rate in effect prior to such reduction), plus (II) the amount of the Target Annual Incentive Bonus described herein; plus (2) a pro rata portion of any Annual Incentive Bonus that the Executive would have been entitled to receive pursuant to Section 4(a)(ii) hereof for the fiscal year in which the Executive's employment is terminated based on the actual performance of the Corporation for such fiscal year, such pro rata portion to be based upon a

fraction, the numerator of which is the number of days from the first day of the fiscal year in which such termination occurs until the date of termination and the denominator of which is 365 (a "Pro Rata Annual Incentive Bonus").

Subject to Section 6(h) below, any amounts paid pursuant to subsection (i)(1) above shall be paid in equal monthly installments commencing on the first day of the month immediately following the date of termination over a period of twenty-four (24) months thereafter or such greater number of months (not in excess of thirty-six (36)) through March 2013 (such period hereinafter referred to as the "Severance Period"), each of which shall be a separate payment; provided that any amount otherwise payable prior to the Executive's execution of a release pursuant to Section 6(f) shall be paid no later than ten (10) days following the execution of a release in accordance with Section 6(f). Subject to Section 6(h) below, the Pro Rata Annual Incentive Bonus described in subsection (i)(2) above shall be paid in a lump sum when such Annual Incentive Bonus would have otherwise been payable to the Executive pursuant to Section 4(a)(ii) had the Executive's employment not terminated.

(ii) The Executive shall immediately be 100% vested in all then outstanding LTI Awards, each LTI Option shall become fully exercisable, and (A) any then outstanding RPSUs granted with respect to the First and Second Performance Periods shall remain outstanding through the end of the applicable Performance Period (with the Executive entitled to a payment in respect of each such RPSU in accordance with the terms and conditions otherwise applicable to such award, including the achievement of specified performance goals), (B) any then outstanding RPSUs granted with respect to the Third Performance Period shall remain outstanding through the end of the Corporation's 2014 fiscal year, with payment with respect to such RPSU to be made within ten (10) days following the end of such fiscal year, and (C) any then outstanding LTI Options shall be exercisable by him until the earlier to occur of (I) the first anniversary of the date of such termination of employment and (II) the expiration of the original LTI Option term.

(iii) Continued participation in the Corporation's health benefit plans during the Severance Period; provided that if the Executive is provided with coverage by a successor employer, any such coverage by the Corporation shall cease;

(iv) Continued payment of Executive's automobile allowance until expiration of the Severance Period or until Executive secures new employment, whichever first occurs; provided, however, that any such automotive allowance shall not be paid to the Executive during the first six months of the Severance Period and any amounts otherwise payable to the Executive as an automobile allowance pursuant to Section 4(c) during such

six-month period shall be paid to him in a lump sum on the day following the six-month anniversary of the date of termination of Executive's employment;

(v) If a Change of Control that is also a change in the ownership, effective control or a change in the ownership of a substantial portion of the assets (in each case, within the meaning of Section 409A of the Internal Revenue Code of 1986, as amended, and the regulations issued thereunder ("Section 409A")) of the Corporation shall have occurred within two (2) years prior to the date of termination, subject to Section 6(g) and 6(h) below, the Executive shall (A) in lieu of the timing of payments otherwise provided for in subsection (i)(1) above, be entitled to receive the equivalent of the Salary and Target Annual Incentive Bonus payments pursuant to subsection (i)(1) above in two equal lump sum installments, the first payable within forty-five (45) days of the date of termination and the second on the first anniversary of the date of termination, each of which shall be a separate payment; and (B) in lieu of the Pro Rata Annual Incentive Bonus otherwise provided for in subsection (i)(2) above, the Executive shall be entitled to receive a pro rata Annual Incentive Bonus for the year of termination (equal to the Target Annual Incentive Bonus times the percentage of the fiscal year in which such termination occurs that shall have elapsed through the date of termination) (a "Pro Rata Target Annual Incentive Bonus"), with such Pro Rata Target Annual Incentive Bonus payable in a lump sum in cash within forty-five (45) days following the date of the Executive's termination of employment. As used herein, the term "Change of Control" shall mean Ralph Lauren or members of his family (or trusts or entities created for their benefit) no longer control 50% or more of the voting power of the then outstanding securities of the Corporation entitled to vote for the election of the Corporation's directors; and

(vi) Except as provided in this Section 6(a), the Corporation will have no further obligations to the Executive under this Agreement following the Executive's termination of employment under the circumstances described in this Section 6(a). The Corporation anticipates that health benefits made available pursuant to clause (iii) above will be provided in accordance with applicable COBRA provisions. The Corporation shall waive or pay for any COBRA premiums otherwise payable by the Executive. In the event the COBRA coverage expires, the Corporation shall reimburse the Executive for any premium costs paid by the Executive for health care coverage for any portion of the Severance Period during which the Executive would otherwise be entitled to continued health benefits. Any reimbursement for such health care coverage premiums shall be made no later than the end of the calendar year following the calendar year in which such costs were incurred by the Executive. The Executive shall not be entitled to reimbursement under this Section 6(a) during any portion of the six month period following his termination of employment to the extent such reimbursement is prohibited by Section



409A, in which case any amounts he would be entitled to be reimbursed shall be paid to him in a lump sum on the day following the six-month anniversary of the date of termination of the Executive's employment.

(b) If the Executive's employment is terminated by his death or by the Corporation due to the Executive's Disability (as defined below), the Corporation shall pay any amounts due to the Executive through the date of his death or the date of his termination due to Disability, including a Pro Rata Target Annual Incentive Bonus (as such term is defined in Section 6(a)(v)), in a lump sum within forty-five (45) days following such termination of employment, and the treatment of any then outstanding LTI Awards shall be as set forth in Section 6(a)(ii) hereof; provided that any then outstanding LTI Options shall be exercisable by the Executive (or, in the case of death, his estate) until the earlier to occur of (I) the third anniversary of the date of such termination of employment and (II) the expiration of the original LTI Option term. Except as provided in this Section 6(b), the Corporation will have no further obligations to the Executive under this Agreement following the Executive's termination of employment under the circumstances described in this Section 6(b).

(c) If the Executive's employment shall be terminated by the Corporation pursuant to Section 6(d)(iii) for Cause or by the Executive other than for Good Reason (excluding termination at the end of the Term as a result of the Executive's delivery of a NonExtension Notice as contemplated by Section 2, with respect to which Section 6(e) shall apply, but including a termination of employment by the Executive that qualifies as an early retirement), (1) the Corporation shall pay the Executive his full Salary through the date of termination at the rate in effect prior to such termination, in a lump sum within forty-five (45) days following such termination of employment, (2) any then outstanding unvested LTI Awards shall be forfeited and cancelled, (3) in the event such termination of employment is the result of the Executive's early retirement, any then outstanding vested LTI Options shall be exercisable by the Executive until the earlier of (I) the first anniversary of the date of such termination of employment and (II) the expiration of the original LTI Option term, and in the event of a termination of employment by the Corporation for Cause, such vested LTI Options shall be forfeited and cancelled, and (4) except as provided in this Section 6(c), the Corporation will have no further obligation to the Executive under this Agreement following the Executive's termination of employment under the circumstances described in this Section 6(c).

(d) The term "Enumerated Reason" with respect to termination by the Corporation of the Executive's employment shall mean any one of the following reasons:

(i) Death. The Executive's employment hereunder shall terminate upon his death.

(ii) Disability. If, as a result of the Executive's incapacity due to physical or mental illness, the Executive shall have been absent from his duties hereunder on a full-time basis for the entire period of six consecutive months, and within thirty (30) days after written Notice of Termination is given (which Notice of Termination may be given before or after the end of

such six month period; provided that the termination would not be effective until the end of such six month period) shall not have returned to the performance of his duties hereunder on a full-time basis (a "Disability"), the Corporation may terminate the Executive's employment hereunder.

(iii) Cause. The Corporation shall have "Cause" to terminate the Executive's employment hereunder upon (1) the willful and continued failure by the Executive to substantially perform his duties hereunder after demand for substantial performance is delivered to him by the Corporation that specifically identifies the manner in which the Corporation believes the Executive has not substantially performed his duties, (2) Executive's conviction of, or plea of nolo contendere to, a crime (whether or not involving the Corporation) constituting any felony or (3) the willful engaging by the Executive in gross misconduct relating to the Executive's employment that is materially injurious to the Corporation, monetarily or otherwise (including, but not limited to, conduct that constitutes competitive activity, in violation of Section 8) or which subjects, or if generally known would subject, the Corporation to public ridicule. For purposes of this paragraph, no act, or failure to act, on the Executive's part shall be considered "willful" unless done, or omitted to be done, by him not in good faith and without reasonable belief that his action or omission was in the best interest of the Corporation. Notwithstanding the foregoing, the Executive's employment may be terminated for Cause only by act of the Board and, in any event, the Executive's employment shall not be deemed to have been terminated for Cause without (x) reasonable written notice to the Executive setting forth the reasons for the Corporation's intention to terminate for Cause, (y) the opportunity to cure (if curable) within 30 days of such written notice of the event(s) giving rise to such notice and (z) an opportunity for the Executive, together with his counsel, to be heard by the Board.

(iv) Nonrenewal. The Executive's employment hereunder shall terminate at the end of the Term if either party elects not to extend the Term of this Agreement by delivery of a NonExtension Notice as contemplated by Section 2.

(e) Termination by Reason of NonExtension Notice. If the Executive's employment terminates at the end of the Term as a result of delivery by either party of a NonExtension Notice as contemplated by Section 2, then subject to Section 8 hereof, (i) the treatment of any then outstanding LTI Awards shall be as set forth in Section 6(a)(ii) hereof, except that, if such termination occurs on March 30, 2013 as a result of the Executive's delivery of a NonExtension Notice, the Third Tranche shall not become exercisable until the end of the Corporation's 2014 fiscal year and, once exercisable, shall thereafter remain exercisable for one year; (ii) the Executive shall be entitled to any Annual Incentive Bonus payable with respect to the Corporation's fiscal year in which the Term ends, such Annual Incentive Bonus to be payable when such Annual Incentive Bonus would have otherwise been paid pursuant to Section 4(a)(ii) had the Executive's

employment not terminated; and (iii) except as set forth in this sentence, Executive's rights shall otherwise be as set forth in Section 6(c) hereof. If the Executive's employment terminates at the end of the Term as a result of the Corporation's delivery of a NonExtension Notice as contemplated by Section 2, the Executive shall also be entitled to receive an amount, payable in equal monthly installments over a one-year period, equal to the sum of (x) his Salary, plus (y) the Target Annual Incentive Bonus, provided that any such monthly installments attributable to months prior to the Executive's execution of a release pursuant to Section 6(f) shall be paid no later than ten (10) days following the execution of a release in accordance with Section 6(f).

(f) As a condition precedent to receipt of the payments provided for by Section 6(a) and 6(e), Executive shall be required to execute a general release (in a form customarily utilized by the Corporation) in favor of the Corporation, excluding only the payments remaining to be made pursuant to such Section; but in no later than thirty (30) days following the date of termination of the Executive's employment.

(g) Notwithstanding the foregoing, (A) in the event the Corporation (or its successor) and the Executive both determine, based upon the advice of the independent public accountants for the Corporation, that part or all of the consideration, compensation or benefits to be paid to the Executive under this Agreement constitute "parachute payments" under Section 280G(b) (2) of the Internal Revenue Code of 1986, as amended, then, if the aggregate present value of such parachute payments, singularly or together with the aggregate present value of any consideration, compensation or benefits to be paid to the Executive under any other plan, arrangement or agreement which constitute "parachute payments" (collectively, the "Parachute Amount") exceeds 2.99 times the Executive's "base amount", as defined in Section 280G(b) (3) of the Code (the "Executive Base Amount"), the amounts constituting "parachute payments" which would otherwise be payable to or for the benefit of the Executive shall be reduced to the extent necessary so that the Parachute Amount is equal to 2.99 times the Executive Base Amount (the "Reduced Amount"); provided that such amounts shall not be so reduced if the Executive determines, based upon the advice of an independent nationally recognized public accounting firm (which may, but need not be the independent public accountants of the Corporation), that without such reduction the Executive would be entitled to receive and retain, on a net after tax basis (including, without limitation, any excise taxes payable under Section 4999 of the Code), an amount which is greater than the amount, on a net after tax basis, that the Executive would be entitled to retain upon his receipt of the Reduced Amount.

(B) If the determination made pursuant to clause (A) above results in a reduction of the payments that would otherwise be paid to the Executive except for the application of this Section 6(g), then the entitlement by the Executive to any payments of cash under Section 6(a)(i) shall be eliminated or reduced to the extent necessary so that the Parachute Amount is equal to 2.99 times the Executive Base Amount. Within ten days following such determination hereunder, the Corporation shall pay or distribute to or for the benefit of the Executive such amounts as are then due to the Executive under this Agreement and shall promptly pay or distribute to or for the benefit of the Executive such amounts as become due to the Executive under, and in accordance with the terms of, this Agreement.

(C) As a result of the uncertainty in the application of Section 280G of the Code at the time of a determination hereunder, it is possible that payments will be made by the Corporation which should not have been made under clause (A) of this Section 6(g) (“Overpayment”) or that additional payments which are not made by the Corporation pursuant to clause (A) of this Section 6(g) should have been made (“Underpayment”). In the event that there is a final determination by the Internal Revenue Service, a final determination by a court of competent jurisdiction or a change in the provisions of the Code or regulations pursuant to which an Overpayment arises, any such Overpayment shall be treated for all purposes as a loan to the Executive which the Executive shall repay to the Corporation together with interest at the applicable Federal rate provided for in Section 7872(f)(2) of the Code. In the event that there is a final determination by the Internal Revenue Service, a final determination by a court of competent jurisdiction or a change in the provisions of the Code or regulations pursuant to which an Underpayment arises under this Agreement, any such Underpayment shall be promptly paid by the Corporation to or for the benefit of the Executive, together with interest at the applicable Federal rate provided for in Section 7872(f)(2) of the Code; but in no event later than the Executive’s taxable year following the year in which such final determination or change is made.

(h) Notwithstanding any provision of this Agreement to the contrary, the following rules shall apply:

(i) The distribution of any amounts that constitute “deferred compensation” payable to the Executive due to his “separation from service” within the meaning of Section 409A, shall not be made before six months after such separation from service or the Executive’s death, if earlier (the “Six Month Limitation”), if the Executive is a Key Employee (as defined below). At the end of such six-month period, payments that would have been made but for the Six Month Limitation shall be paid in a lump sum. For purposes hereof, Key Employee shall mean an employee treated as a “specified employee” under Code Section 409A(a)(2)(B)(i), *i.e.*, a key employee of the Corporation (as defined in Code Section 416(i), without regard to paragraph (5) thereof). The Corporation shall determine which employees shall be deemed Key Employees using December 31st as an identification date.

(ii) All reimbursements and in-kind benefits provided under this Agreement shall be made or provided in accordance with the requirements of Section 409A to the extent that such reimbursements or in-kind benefits are subject to Section 409A.

(iii) All reimbursements for expenses paid pursuant herewith that constitute taxable income to the Executive shall in no event be paid later than the end of the calendar year next following the calendar year in which the Executive incurs such expense or pays such related tax.

(iv) With regard to any provision in this Agreement that provides for reimbursement of costs and expenses or in-kind benefits, unless permitted by Code Section 409A, (A) the right to reimbursement or in-kind benefits shall not be subject to liquidation or exchange for another benefit and (B) the amount of expenses eligible for reimbursement, or in-kind benefits, provided during any taxable year shall not affect the expenses eligible for reimbursement, or in-kind benefits to be provided, respectively, in any other taxable year; provided that the foregoing clause shall not be violated with regard to expenses reimbursed under any arrangement covered by Section 105(b) of the Code solely because such expenses are subject to a limit related to the period the arrangement is in effect, and (C) such payments shall be made on or before the last day of the Executive's taxable year following the taxable year in which the expense occurred.

7. Mitigation. The Executive shall have no duty to mitigate the payments provided for in Section 6 by seeking other employment or otherwise and such payment shall not be subject to reduction for any compensation received by the Executive from employment in any capacity following the termination of the Executive's employment with the Corporation.

8. Noncompetition.

(a) The Executive agrees that for the duration of his employment and for a period two (2) years from the date of termination thereof and during any Severance Period, he will not, on his own behalf or on behalf of any other person or entity, hire, solicit, or encourage to leave the employ of the Corporation or its subsidiaries, affiliates or licensees any person who is an employee of any of such companies.

(b) The Executive agrees that for the duration of his employment and for a period of two (2) years from the date of termination thereof and during any Severance Period, the Executive will take no action which is intended, or would reasonably be expected, to harm (*e.g.*, making public derogatory statements or misusing confidential Corporation information, it being acknowledged that the Executive's employment with a competitor in and of itself shall not be deemed to be harmful to the Corporation for purposes of this Section 8(b)) the Corporation or any of its subsidiaries, affiliates or licensees or their reputation.

(c) The Executive agrees that during the duration of his employment and for twelve (12) months from the date of any termination of employment, the Executive shall not, directly or indirectly, (A) engage in any "Competitive Business" (as defined below) for his own account, (B) enter into the employ of, or render any services to, any person engaged in a Competitive Business, or (C) become interested in any entity engaged in a Competitive Business, directly or indirectly as an individual, partner, shareholder, officer,

director, principal, agent, employee, trustee, consultant, or in any other relationship or capacity; provided that the Executive may own, solely as an investment, securities of any entity which are traded on a national securities exchange if the Executive is not a controlling person of, or a member of a group that controls such entity and does not, directly or indirectly, own 2% or more of any class of securities of such entity.

For purposes of this Agreement the term "Competitive Business" shall mean a business which directly competes in any material respects with the Corporation or its subsidiaries, affiliates or licensees. The term Competitive Business is not intended to include the business of a competitor whose business does not directly involve or compete with the licensed businesses of the Corporation or its subsidiaries and affiliates. For purposes of this Agreement, the Board shall determine in its sole discretion, exercised in good faith, whether a particular business in which the Executive proposes to engage constitutes a Competitive Business.

(d) The Executive will not at any time (whether during or after his employment with the Corporation) disclose or use for his own benefit or purposes or the benefit or purposes of any other person, entity or enterprise, other than the Corporation or any of its subsidiaries or affiliates, any trade secrets, information, data, or other confidential information relating to customers, development programs, costs, marketing, trading, investment, sales activities, promotion, credit and financial data, manufacturing processes, financing methods, plans or the business and affairs of the Corporation generally, or any subsidiary, affiliate or licensee of the Corporation; provided that the foregoing shall not apply to information which is not unique to the Corporation or which is generally known to the industry or the public other than as a result of the Executive's breach of this covenant. The Executive agrees that upon termination of his employment with the Corporation for any reason, he will return to the Corporation immediately all memoranda, books, papers, plans, information, letters and other data, and all copies thereof or therefrom, in any way relating to the business of the Corporation or its subsidiaries or affiliates or licensees.

(e) If the Executive breaches any of the provisions of this Section 8 (the "Restrictive Covenants"), the Corporation shall have the following rights and remedies, each of which rights and remedies shall be independent of the other and severally enforceable, and all of which rights and remedies shall be in addition to, and not in lieu of, any other rights and remedies available to the Corporation under law or equity:

(i) The right and remedy to have the Restrictive Covenants specifically enforced by any court having equity jurisdiction, it being acknowledged and agreed that any such breach or threatened breach of such Restrictive Covenants will cause irreparable injury to the Corporation and that money damages will not provide an adequate remedy to the Corporation; and

(ii) The right to discontinue the payment of any amounts owing to the Executive under the Agreement and the right to forfeit the Executive's right to vest in any payment or benefit not as yet vested; provided that the Corporation shall have secured a reasoned opinion of counsel that the Executive's activities constitute a material breach of the

Restrictive Covenants and which shall have been provided to the Executive, the delivery of which shall not be deemed to be a waiver of any applicable privilege. To the extent Executive, by notice hereunder, disputes the discontinuance of any payments or the forfeiture of any payments or benefits hereunder, such payments or benefits shall be segregated and deposited in an interest bearing account at a major financial center bank in New York City pending resolution of the dispute.

(f) If any court determines that any of the Restrictive Covenants, or any part thereof, is invalid or unenforceable, the remainder of the Restrictive Covenants shall not thereby be affected and shall be given full effect, without regard to the invalid portion. In addition, if any court construes any of the Restrictive Covenants, or any part thereof, to be unenforceable because of the duration of such provision or the area covered thereby, such court shall have the power to reduce the duration or area of such provision and, in its reduced form, such provision shall then be enforceable and shall be enforced.

9. Successors; Binding Agreement.

(a) The Corporation will require any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business and/or assets of the Corporation to expressly assume and agree to perform this Agreement in the same manner and to the same extent that the Corporation would be required to perform it if no such succession had taken place. As used in this Agreement, "Corporation" shall mean the Corporation as hereinbefore defined and any successor to its business and/or assets as aforesaid which executes and delivers the agreement provided for in this Section 9 or which otherwise becomes bound by all the terms and provisions of this Agreement by operation of law.

(b) This Agreement and all rights of the Executive hereunder shall inure to the benefit of and be enforceable by the Executive's personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees and legatees. If the Executive should die while any amounts are payable to him hereunder all such amounts unless otherwise provided herein, shall be paid in accordance with the terms of this Agreement to the Executive's devisee, legatee, or other designee or, if there be no such designee, to the Executive's estate.

10. Notice. For the purposes of this Agreement, notices, demands and all other communications provided for in this Agreement shall be in writing and shall be deemed to have been duly given when personally delivered with receipt acknowledged or five business days after having been mailed by United States certified or registered mail, return receipt requested, postage prepaid, addressed as follows:

If to the Executive:

Roger Farah  
[Address Redacted]

with a copy to:

John M. Callagy, Esq.  
Kelley Drye & Warren LLP  
101 Park Avenue  
New York, New York 10178

If to the Corporation:

Polo Ralph Lauren Corporation  
650 Madison Avenue  
New York, New York 10022  
Attention: Senior Vice President, Human Resources

or to such other address as any party may have furnished to the other in writing in accordance herewith, except that notices of change of address shall be effective only upon receipt.

11. Miscellaneous. No provisions of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing signed by the Executive and such officer of the Corporation as may be specifically designated by the Board. No waiver by either party hereto at any time of any breach by the other party hereto of, or compliance with, any condition or provision of this Agreement to be performed by such other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time. The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of New York without regard to its conflicts of law principles.

12. Validity. The invalidity or unenforceability of any provision or provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

13. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same instrument.

14. Arbitration. Any dispute or controversy arising under or in connection with this Agreement and its enforcement shall be settled exclusively by arbitration in the City of New York before a single arbitrator who shall be a retired federal judge having sat in the United States District Court for the Southern District of New York in accordance with the then obtaining National Rules for the Resolution of Employment Disputes or, if such rules are no longer in effect the then obtaining employment rules of the American Arbitration Association. The arbitrator shall be required to permit reasonable discovery, including document production, deposition, contention interrogatories, damages interrogatories, and requests to admit. Judgment may be entered on the arbitrator's award in any New York court; provided, however, that the Corporation shall be entitled to seek a restraining order or injunction in arbitration or in any court of competent jurisdiction to prevent any continuation of any violation of the provisions of Section 8 of this Agreement and the Executive hereby consents that such restraining order or injunction be granted



without the necessity of the Corporation's posting any bond; and provided, further that, notwithstanding Section 8(e)(ii), the Executive shall be entitled to seek specific performance in arbitration or in any court of competent jurisdiction of his right to be paid during the pendency of any dispute or controversy arising under or in connection with this Agreement. Fees and expenses payable to the American Arbitration Association and the arbitrator shall be shared equally by the Corporation and by the Executive, but the parties shall otherwise bear their own costs in connection with the arbitration; provided that the arbitrator must determine who is the prevailing party and include as part of the award to the prevailing party the reasonable legal fees and expenses incurred by such party.

15. Withholding. The Corporation may withhold from any amounts payable under this Agreement such federal, state and local taxes as may be required to be withheld pursuant to applicable law or regulation.

16. Entire Agreement. This Agreement sets forth the entire agreement of the parties hereto in respect of the subject matter contained herein and supersedes all prior agreements, promises, covenants, arrangements, communications, representations or warranties (including, without limitation, the 2002 Employment Agreement), whether oral or written, by any officer, employee or representative of any party hereto, and any prior agreement of the parties hereto in respect of the subject matter contained herein is hereby terminated and cancelled; provided however, that this Agreement shall have no effect on the terms and conditions applicable to any equity awards made by the Corporation to the Executive prior to the date of this Agreement, which terms and conditions shall be governed by the provisions of the respective agreements relating to such equity awards and any relevant provisions of the 2002 Employment Agreement.

17. Executive Representation. The Executive hereby represents to the Corporation that the execution and delivery of this Agreement by the Executive and the Corporation and the performance by the Executive of his duties hereunder shall not constitute a breach of, or otherwise contravene, the terms of any employment agreement or other agreement or policy to which Executive is a party or otherwise bound.

18. Internal Revenue Code Section 409A. The parties hereto recognize that certain provisions of this Agreement may be affected by Section 409A. This Agreement is intended to comply with Section 409A and any ambiguities should be interpreted in such a way as to comply with Section 409A.

IN WITNESS WHEREOF, the Corporation has caused this Agreement to be duly executed and the Executive has hereunto set his hand, effective as of the first day written above.

POLO RALPH LAUREN CORPORATION

By: /s/ Ralph Lauren

Name: Ralph Lauren

Title: Chairman and CEO

Date: October 14, 2009

By: /s/ ROGER N. FARAH

Executive: ROGER N. FARAH

Date: October 14, 2009

POLO RALPH LAUREN CORPORATIONEMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (the "Agreement") is made effective as of the 14th day of October, 2009 (the "Effective Date"), by and between Polo Ralph Lauren Corporation, a Delaware corporation (the "Corporation"), and Jackwyn Nemerov (the "Executive").

WHEREAS, the Executive has been employed with the Corporation pursuant to an Employment Agreement dated September 9, 2004 (as amended as of the date hereof the "2004 Employment Agreement"); and

WHEREAS, the Corporation and Executive wish to amend and restate such 2004 Employment Agreement effective as of the date hereof;

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

ARTICLE I  
EMPLOYMENT

1.1 Employment Term. The Corporation hereby agrees to employ the Executive, and the Executive hereby agrees to serve the Corporation, on the terms and conditions set forth herein, and in the Executive's term sheet dated October 14, 2009, a copy of which is attached hereto as Exhibit 1 (the "Term Sheet"). The employment of the Executive by the Corporation shall be effective as of the date hereof and shall continue until the close of business on March 31, 2013 (the "Term"), unless terminated earlier in accordance with Article II hereof.

1.2 Position and Duties. During the Term, the Executive shall faithfully, and in conformity with the directions of the Board of Directors of the Corporation and any Committee thereof (the "Board") or the management of the Corporation ("Management"), perform the duties of her employment, and shall devote to the performance of such duties her full time and attention. During the Term, the Executive shall serve in the position of Executive Vice President. During the Term, the Executive may engage in outside activities provided those activities do not conflict with the duties and responsibilities enumerated hereunder, and provided further that the Executive receives written approval in advance from Management for any outside business activity that may require significant expenditure of the Executive's time in which the Executive plans to become involved, whether or not such activity is pursued for profit. The Executive shall be excused from performing any services hereunder during periods of temporary incapacity and during vacations in accordance with the Corporation's disability and vacation policies.

1.3 Place of Performance. The Executive shall be employed at the principal offices of the Corporation located in New York, New York, except for required travel on the Corporation's business.

#### 1.4 Compensation and Related Matters.

(a) Base Compensation. In consideration of her services during the Term, the Corporation shall pay the Executive cash compensation at an annual rate of not less than nine hundred thousand dollars (\$900,000) (“Base Compensation”), less applicable withholdings. Executive’s Base Compensation shall be subject to such increases as may be approved by the Board or Management. The Base Compensation shall be payable as current salary, in installments not less frequently than monthly, and at the same rate for any fraction of a month unexpired at the end of the Term.

(b) Bonus. During the Term, the Executive shall have the opportunity to earn an annual bonus in accordance with any annual bonus program that the Corporation maintains that would be applicable to the Executive and that is in accordance with the Executive’s Term Sheet.

(c) Stock Awards. During the Term, the Executive shall be eligible to participate in the Polo Ralph Lauren Corporation 1997 Long-Term Stock Incentive Plan (the “Incentive Plan”). All grants to the Executive of stock options, restricted shares and restricted performance share units (“RPSUs”), if any, are governed by the terms of the Incentive Plan and are subject, in all cases, to approval by the Compensation Committee of the Board of Directors (the “Compensation Committee”) in its sole discretion. In accordance with the Executive’s Term Sheet and with the terms of the Incentive Plan, and subject to approval by the Compensation Committee in its sole discretion, the Executive shall receive, during the Term, annual grants of stock options and RPSUs that are equivalent to the award amounts specified in the Executive’s Term Sheet, subject to Executive’s continued employment at the time of each such grant. Such stock options and RPSUs shall vest in accordance with the terms of the Incentive Plan. The Committee has the right, in its good faith discretion, to reduce the value of any annual award provided to the Executive in accordance with the Term Sheet.

(d) Car and Driver Allowance. During the Term, the Corporation shall reimburse the Executive for the use of a car and driver.

(e) Expenses. During the Term, the Executive shall be entitled to receive prompt reimbursement for all reasonable expenses incurred by the Executive in performing services hereunder, including all reasonable expenses of travel and living while away from home, provided that such expenses are incurred and accounted for in accordance with the policies and procedures established by the Corporation.

(f) Vacations. During the Term, the Executive shall be entitled to the number of vacation days in each fiscal year, and to compensation in respect of earned but unused vacation days, determined in accordance with the Corporation’s vacation program. The Executive shall also be entitled to all paid holidays given by the Corporation to its employees.

(g) Other Benefits. The Executive shall be entitled to participate in all of the Corporation’s employee benefit plans and programs in effect during the Term as would by their terms be applicable to the Executive, including, without limitation, any pension and retirement plan, supplemental pension and retirement plan, deferred compensation plan,

incentive plan, stock option plan, life insurance plan, medical insurance plan, dental care plan, accidental death and disability plan, and vacation, sick leave or personal leave program. The Corporation shall not make any changes in such plans or programs that would adversely affect the Executive's benefits thereunder, unless such change occurs pursuant to a program applicable to other similarly situated employees of the Corporation and does not result in a proportionately greater reduction in the rights or benefits of the Executive as compared with other similarly situated employees of the Corporation. Except as otherwise specifically provided herein, nothing paid to the Executive under any plan or program presently in effect or made available in the future shall be in lieu of the Base Compensation or any bonus payable under Sections 1.4(a) and 1.4(b) hereof.

ARTICLE II  
TERMINATION OF EMPLOYMENT

2.1 Termination of Employment. The Executive's employment may terminate prior to the expiration of the Term under the following circumstances:

(a) Without Cause. The Executive's employment may terminate upon the Corporation notifying the Executive that her services will no longer be required, including at the end of the Term.

(b) Death. The Executive's employment shall terminate upon the Executive's death.

(c) Disability. If, as a result of the Executive's incapacity due to physical or mental illness, the Executive shall have been absent and unable to perform the duties hereunder on a full-time basis for an entire period of six consecutive months, the Executive's employment may be terminated by the Corporation following such six-month period.

(d) Cause. The Corporation may terminate the Executive's employment for Cause. For purposes hereof, "Cause" shall mean: (1) the willful and continued failure by the Executive to substantially perform her duties hereunder after demand for substantial performance is delivered to her by the Corporation that specifically identifies the manner in which the Corporation believes the Executive has not substantially performed her duties, (2) Executive's conviction of, or plea of nolo contendere to, a crime (whether or not involving the Corporation) constituting any felony or (3) the willful engaging by the Executive in gross misconduct relating to the Executive's employment that is materially injurious to the Corporation, monetarily or otherwise (including, but not limited to, conduct that constitutes competitive activity, in violation of Article III) or which subjects, or if generally known would subject, the Corporation to public ridicule. For purposes of this paragraph, no act, or failure to act, on the Executive's part shall be considered "willful" unless done, or omitted to be done, by her not in good faith and without reasonable belief that her action or omission was in the best interest of the Corporation. Notwithstanding the foregoing, the Executive's employment may be terminated for Cause only by act of the Board of Directors of the Corporation and, in any event, the Executive's employment shall not be deemed to have been terminated for Cause without (x) reasonable written notice to the Executive setting forth the reasons for the Corporation's intention to terminate for Cause, (y) the opportunity to cure (if curable) within 30 days of such written notice of the event(s) giving rise to such notice and (z) an opportunity for the Executive, together with her counsel, to be heard by the Board of Directors of the Corporation.

(e) Voluntary Termination. The Executive may voluntarily terminate the Executive's employment with the Corporation at any time, with or without Good Reason. For purposes of this Agreement, "Good Reason" shall mean a termination of employment by the Executive within one (1) year following the occurrence of (A) a material diminution in or adverse alteration to Executive's title, base salary, benefits, position, status or duties, (B) the relocation of the Executive's principal office outside the area which comprises a fifty (50) mile radius from New York City, (C) a failure of the Corporation to comply with any material provision of this Agreement, or (D) the Corporation requires Executive to report to anyone other than Ralph Lauren and/or Roger Farah; provided that the events described in clauses (A), (B), (C) and (D) above shall not constitute Good Reason (1) until the Executive provides written notice to the Corporation of the existence of such diminution, change, reduction, relocation or failure within ninety (90) days of its occurrence and (2) unless such diminution, change, reduction or failure (as applicable) has not been cured within thirty (30) days after written notice of such noncompliance has been given by the Executive to the Corporation.

2.2 Date of Termination. The date of termination shall be:

- (a) if the Executive's employment is terminated by the Executive's death, the date of the Executive's death;
- (b) if the Executive's employment is terminated by reason of Executive's disability pursuant to Section 2.1(c) or by the Corporation pursuant to Sections 2.1(a) or 2.1(d), the date specified by the Corporation; and
- (c) if the Executive's employment is terminated by the Executive, the date on which the Executive notifies the Corporation of her termination.

2.3 Effect of Termination of Employment.

(a) If the Executive's employment is terminated by the Corporation Without Cause pursuant to Section 2.1(a), or if the Executive resigns for Good Reason pursuant to Section 2.1(e), the Executive shall only be entitled to the following:

- (i) Severance. Subject to Section 2.3(a)(v) and Section 4.1(a) hereof, the Corporation shall: (a) beginning with the first payroll period following the thirtieth (30<sup>th</sup>) day following the date of termination of Executive's employment, continue to pay the Executive, in accordance with the Corporation's normal payroll practice, Executive's Base Compensation, as in effect immediately prior to such termination of employment, for the longer of the balance of the Term or the one-year period commencing on the date of such termination (whichever period is applicable shall be referred to herein as the "Severance Period") provided that the initial payment shall include Base Compensation amounts for all payroll periods from the date of termination through the date of such initial payment; and (b) pay to the Executive, on the last business day of the Severance Period, an amount equal to the bonus paid to the Executive for the most recently completed fiscal year prior to the fiscal year in which Executive's employment is terminated. Notwithstanding the foregoing, in order to receive any severance

benefits under this Section 2.3(a)(i), the Executive must sign and not timely revoke a release and waiver of claims against the Corporation, its successors, affiliates, and assigns, in a form acceptable to the Corporation on or prior to the thirtieth (30<sup>th</sup>) day following the date of termination of Executive's employment.

(ii) Stock Awards. The Executive shall immediately vest in any unvested stock options as of the date of termination of the Executive's employment. With respect to vested stock options, if any, the Executive shall have one year (except as provided for in Section 4.1(a)) from the date of termination of Executive's employment to exercise any vested options, but in no event later than the expiration date of such vested options. With respect to any unvested pro-rata RPSUs and unvested cliff RPSUs awarded through the date on which the Executive's employment terminates, except as provided for in Section 4.1(a): (1) any unvested pro-rata RPSUs will fully vest upon the Corporation's attainment of the applicable performance goals and will be paid in their entirety as per the terms of the Incentive Plan as soon as practicable (but in no event later than 30 days) after each applicable vesting date without regard to Executive's continued employment; and (2) any unvested cliff RPSUs will remain outstanding and the Executive will vest in such cliff RPSUs at the end of the applicable performance period based on the Corporation's actual degree of achievement of the applicable performance goals, as described in the Term Sheet, and any such cliff RPSUs will be paid in their entirety as per the terms of the Incentive Plan as soon as practicable (but in no event later than 30 days) after each applicable vesting date, without regard to Executive's continued employment.

(iii) Welfare Plan Coverages. The Executive shall continue to participate during the Severance Period in any group medical, dental or life insurance plan she participated in prior to the date of her termination, under substantially similar terms and conditions as an active employee (*i.e.*, the Corporation will continue to pay the Corporation's portion of the costs of such participation); provided that participation in such group medical, dental or life insurance plan shall correspondingly cease at such time as the Executive becomes eligible for a future employer's medical, dental and/or life insurance coverage (or would become eligible if the Executive did not waive coverage).

(iv) Retirement Plans. Without limiting the generality of the foregoing, it is specifically provided that the Executive shall not accrue additional benefits under any pension plan of the Corporation (whether or not qualified under Section 401(a) of the Internal Revenue Code of 1986, as amended) during the Severance Period.

(v) Section 409A. Notwithstanding any provision in this Agreement to the contrary, no amounts shall be payable pursuant to Section 2.3(a) or Section 4.1(a) unless the Executive's termination of employment constitutes a "separation from service" within the meaning of Section 1.409A-1(h) of the Department of Treasury Regulations. If the Executive is determined to be a "specified employee" for purposes of Section 409A(a)(2)(B)(i) of the Internal Revenue Code, as amended, and the rules and regulations issued thereunder (the "Code"), then any amount that becomes payable under Sections 2.3(a)(i) or 4.1(a) hereof (the "Severance Payment") on account of the Executive's "separation from service" shall not be paid to the Executive until the first business day following the expiration of the six (6) month period immediately following the Executive's "separation from service" (or if earlier, the date of the Executive's death) if and to the extent that the Severance Payment constitutes deferred

compensation (or may be nonqualified deferred compensation, as mutually agreed by the Corporation and the Executive, such agreement not to be unreasonably withheld or delayed by the Executive) under Section 409A of the Code and such deferral is required to comply with the requirements of Section 409A of the Code. For the avoidance of doubt, no portion of the Severance Payment shall be delayed for six (6) months after the Executive's "separation from service" if such portion (x) constitutes a "short term deferral" within the meaning of Section 1.409A-1(a)(4) of the Department of Treasury Regulations, or (y) (A) it is being paid due to the Corporation's termination of the Executive's employment without Cause or the Executive's termination of employment for Good Reason; (B) it does not exceed two times the lesser of (1) the Executive's annualized compensation from the Corporation for the calendar year prior to the calendar year in which the termination of the Executive's employment occurs, or (2) the maximum amount that may be taken into account under a qualified plan pursuant to Section 401(a)(17) of the Code for the year in which the Executive's employment terminates; and (C) the payment is required under this Agreement to be paid no later than the last day of the second calendar year following the calendar year in which the Executive incurs a "separation from service". For purposes of Section 409A of the Code, the Executive's right to receive installment payments pursuant to Section 2.3(a) shall be treated as a right to receive a series of separate and distinct payments. To the extent that any reimbursement of any expense under Section 1.4(e) or in-kind benefits provided under this Agreement are deemed to constitute taxable compensation to the Executive, such amounts will be reimbursed or provided no later than December 31 of the year following the year in which the expense was incurred. The amount of any such expenses reimbursed or in-kind benefits provided in one year shall not affect the expenses or in-kind benefits eligible for reimbursement or payment in any subsequent year, and the Executive's right to such reimbursement or payment of any such expenses will not be subject to liquidation or exchange for any other benefit. The determination of whether the Executive is a "specified employee" for purposes of Section 409A(a)(2)(B)(i) of the Code as of the time of the Executive's separation from service shall be made by the Corporation in accordance with the terms of Section 409A of the Code and applicable guidance thereunder (including without limitation Treasury Regulation Section 1.409A-1(i) and any successor provision thereto).

(b) If the Executive's employment is terminated by reason of the Executive's death or disability, pursuant to Sections 2.1(b) or 2.1(c), the Executive (or the Executive's designee or estate) shall only be entitled to whatever welfare plans benefits are available to the Executive pursuant to the welfare plans the Executive participated in prior to such termination, and whatever stock awards may have been provided to the Executive by the Corporation the terms of which shall be governed by the provisions of the Corporation's Incentive Plan and the respective award agreements, if any, under which such stock awards were provided.

(c) If the Executive's employment is terminated by the Corporation for Cause or by the Executive without Good Reason (as defined in Section 2.1(e)), the Executive shall receive only that portion of the Executive's then current Base Compensation payable through the Executive's termination date. The Executive's rights with respect to any stock awards provided to the Executive by the Corporation shall be governed by the provisions of the Corporation's Incentive Plan and the respective award agreements, if any, under which such stock awards were provided.



(d) If the Corporation elects not to renew Executive's employment at the end of the Term, the Corporation shall provide Executive with written notice if its decision at least six (6) months prior to the end of the Term, and such a termination will be considered a termination Without Cause as defined in Section 2.1(a).

ARTICLE III  
COVENANTS OF THE EXECUTIVE

3.1 Non-Compete.

(a) The Corporation and the Executive acknowledge that: (i) the Corporation has a special interest in and derives significant benefit from the unique skills and experience of the Executive; (ii) the Executive will use and have access to proprietary and valuable Confidential Information (as defined in Section 3.2 hereof) during the course of the Executive's employment; and (iii) the agreements and covenants contained herein are essential to protect the business and goodwill of the Corporation or any of its subsidiaries, affiliates or licensees. Accordingly, except as hereinafter noted, the Executive covenants and agrees that during the Term and for the period of one (1) year following the termination of Executive's employment for any reason, the Executive shall not provide any labor, work, services or assistance (whether as an officer, director, employee, partner, agent, owner, independent contractor, consultant, stockholder or otherwise) to a "Competing Business." For purposes hereof, "Competing Business" shall mean any business engaged in the designing, marketing or distribution of premium lifestyle products, including but not limited to apparel, home, accessories and fragrance products, which competes in any material respects with the Corporation or any of its subsidiaries, affiliates or licensees, and shall include, without limitation, those brands and companies that the Corporation and the Executive have jointly designated in writing on the date hereof, which is incorporated herein by reference and which is attached as Schedule A, as being in competition with the Corporation or any of its subsidiaries, affiliates or licensees as of the date hereof. Thus, Executive specifically acknowledges that Executive understands that she may not become employed by any Competing Business in any capacity during the Term, provided that the Executive may own, solely as an investment, securities of any entity which are traded on a national securities exchange if the Executive is not a controlling person of, or a member of a group that controls such entity and does not, directly or indirectly, own 2% or more of any class of securities of such entity.

(b) The non-compete provisions of this Section shall no longer be applicable to Executive if she has been notified pursuant to Section 2.1(a) hereof that her services will no longer be required or if the Executive has terminated her employment for Good Reason pursuant to Section 2.1(e).

(c) It is acknowledged by the Executive that the Corporation has determined to relieve the Executive from any obligation of non-competition upon the expiration of one (1) year following the termination of Executive's employment for any reason, and/or if the Corporation terminates the Executive's employment under Section 2.1(a) or if the Executive has terminated her employment for Good Reason pursuant to Section 2.1(e). In consideration of that, and in consideration of all of the compensation provisions in this Agreement (including the potential for the award of stock options, restricted shares and/or RPSUs and severance payments

that may be provided to the Executive), Executive agrees to the provisions of Section 3.1(a) and also agrees that the non-competition obligations imposed herein are fair and reasonable under all the circumstances.

### 3.2 Confidential Information.

(a) The Corporation owns and has developed and compiled, and will own, develop and compile, certain proprietary techniques and confidential information as described below which have great value to its business (referred to in this Agreement, collectively, as "Confidential Information"). Confidential Information includes not only information disclosed by the Corporation and/or its affiliates, subsidiaries and licensees to Executive, but also information developed or learned by Executive during the course of, or as a result of, employment hereunder, which information Executive acknowledges is and shall be the sole and exclusive property of the Corporation. Confidential Information includes all proprietary information that has or could have commercial value or other utility in the business in which the Corporation is engaged or contemplates engaging, and all proprietary information the unauthorized disclosure of which could be detrimental to the interests of the Corporation. Whether or not such information is specifically labeled as Confidential Information by the Corporation is not determinative. By way of example and without limitation, Confidential Information includes any and all information developed, obtained or owned by the Corporation and/or its subsidiaries, affiliates or licensees concerning trade secrets, techniques, know-how (including designs, plans, procedures, processes and research records), software, computer programs, innovations, discoveries, improvements, research, development, test results, reports, specifications, data, formats, marketing data and plans, business plans, strategies, forecasts, unpublished financial information, orders, agreements and other forms of documents, price and cost information, merchandising opportunities, expansion plans, designs, store plans, budgets, projections, customer, supplier and subcontractor identities, characteristics and agreements, and salary, staffing and employment information. Notwithstanding the foregoing, Confidential Information shall not in any event include (A) Executive's personal knowledge and know-how relating to merchandising and business techniques which Executive has developed over her career in the apparel business and of which Executive was aware prior to her employment, or (B) information which (i) was generally known or generally available to the public prior to its disclosure to Executive; (ii) becomes generally known or generally available to the public subsequent to disclosure to Executive through no wrongful act of any person or (iii) which Executive is required to disclose by applicable law or regulation (provided that Executive provides the Corporation with prior notice of the contemplated disclosure and reasonably cooperates with the Corporation at the Corporation's expense in seeking a protective order or other appropriate protection of such information).

(b) Executive acknowledges and agrees that in the performance of her duties hereunder the Corporation will from time to time disclose to Executive and entrust Executive with Confidential Information. Executive also acknowledges and agrees that the unauthorized disclosure of Confidential Information, among other things, may be prejudicial to the Corporation's interests, and an improper disclosure of trade secrets. Executive agrees that she shall not, directly or indirectly, use, make available, sell, disclose or otherwise communicate to any corporation, partnership, individual or other third party, other than in the course of her assigned duties and for the benefit of the Corporation, any Confidential Information, either during her Term of employment or thereafter.

(c) The Executive agrees that upon leaving the Corporation's employ, the Executive shall not take with the Executive any software, computer programs, disks, tapes, research, development, strategies, designs, reports, study, memoranda, books, papers, plans, information, letters, e-mails, or other documents or data reflecting any Confidential Information of the Corporation, its subsidiaries, affiliates or licensees.

(d) During the Term, Executive shall disclose to the Corporation all designs, inventions and business strategies or plans developed for the Corporation, including without limitation any process, operation, product or improvement. Executive agrees that all of the foregoing are and shall be the sole and exclusive property of the Corporation and that Executive shall at the Corporation's request and cost do whatever is necessary to secure the rights thereto, by patent, copyright or otherwise, to the Corporation.

3.3 Non-Solicitation of Employees. The Executive covenants and agrees that during the Term, and for a period of two (2) years following the termination of Executive's employment for any reason whatsoever hereunder, the Executive shall not directly or indirectly solicit or influence any other employee of the Corporation, or any of its subsidiaries, affiliates or licensees, to terminate such employee's employment with the Corporation, or any of its subsidiaries, affiliates or licensees, as the case may be, or to become employed by a Competing Business. As used herein, "solicit" shall include, without limitation, requesting, encouraging, enticing, assisting, or causing, directly or indirectly.

3.4 Nondisparagement. The parties agree that during the Term and thereafter whether or not the Executive is receiving any amounts pursuant to Sections 2.3 and 4.1, the parties shall not make any statements or comments that reasonably could be considered to shed an adverse light on the Executive or the business or reputation of the Corporation or any of its subsidiaries, affiliates or licensees, the Board or any officer of the Corporation or any of its subsidiaries, affiliates or licensees; provided, however, the foregoing limitation shall not apply to (i) compliance with legal process or subpoena, or (ii) statements in response to an inquiry from a court or regulatory body.

### 3.5 Remedies.

(a) If the Executive breaches, or threatens to commit a breach of, any of the provisions of this Article III, the Corporation shall have the following rights and remedies, each of which rights and remedies shall be independent of the other and severally enforceable, and all of which rights and remedies shall be in addition to, and not in lieu of, any other rights and remedies available to the Corporation under law or equity:

(i) The right and remedy to have the obligations specifically enforced by any court having equity jurisdiction, it being acknowledged and agreed that any such breach or threatened breach of such obligations in this Article III will cause irreparable injury to the Corporation and that money damages will not provide an adequate remedy to the Corporation; and

(ii) The right to discontinue the payment of any amounts owing to the Executive under the Agreement; provided that the Corporation shall have secured a reasoned opinion of counsel that the Executive's activities constitute a material breach of the obligations in this Article III and which shall have been provided to the Executive, the delivery of which shall not be deemed to be a waiver of any applicable privilege. To the extent Executive, by notice hereunder, disputes the discontinuance of any payments hereunder, such payments shall be segregated and deposited in an interest bearing account at a major financial center bank in New York City pending resolution of the dispute.

(b) If any court or arbitrator determines that any of the obligations in this Article III, or any part thereof, is invalid or unenforceable, the remainder of the obligations in this Article III shall not thereby be affected and shall be given full effect, without regard to the invalid portion. In addition, if any court or arbitrator construes any of the obligations in this Article III, or any part thereof, to be unenforceable because of the duration of such provision or the area covered thereby, such court shall have the power to reduce the duration or area of such provision and, in its reduced form, such provision shall then be enforceable and shall be enforced.

3.6 The provisions of this Article III shall survive the termination of this Agreement and Executive's Term of employment.

#### ARTICLE IV CHANGE IN CONTROL

##### 4.1 Change in Control.

(a) Effect of a Change in Control. Notwithstanding anything contained herein to the contrary, if the Executive's employment is terminated within twelve (12) months following a Change in Control (as defined in Section 4.1(b) hereof) during the Term by the Corporation for any reason other than Cause, then:

(i) Severance. The Corporation shall pay to the Executive, in lieu of any amounts otherwise due to her under Section 2.3(a) hereof, within fifteen (15) days of the Executive's termination of employment, or within the timeframe required by Section 2.3(a)(v) hereof if applicable, a lump sum amount equal to two (2) times the sum of: (A) the Executive's Base Compensation, as in effect immediately prior to such termination of employment; and (B) the bonus paid to the Executive for the most recently completed fiscal year prior to the fiscal year in which her employment is terminated. Notwithstanding the foregoing, to the extent that any portion of the severance pay that would have otherwise been due to the Executive under Section 2.3(a)(i) (had a Change in Control not occurred during the twelve-month period prior to such termination of employment) would have been subject to Code Section 409A by reason of its failure to qualify as a short-term deferral for purposes of Treas. Reg. Section 1.409A-1(b)(4) or as non-deferred separation pay under Treas. Reg. Section 1.409A-1(b)(9) (the "409A Severance Pay") and that the exception set forth in Treas. Reg. Section 1.409A-3(c) is not available, the 409A Severance Pay shall be deducted from the amount otherwise payable in a lump sum in accordance with the first sentence of this Section 4.1(a)(i) and shall instead be payable to Executive in the form and on the schedule specified in Section

2.3(a)(i) as if the Executive's employment had been terminated pursuant to Section 2.3(a) hereof rather than within a twelve-month period following a Change in Control but subject to Section 2.3(a)(v).

(ii) Stock Awards. Subject to Section 2.3(a)(v), the Executive shall immediately become vested in any unvested stock options granted to the Executive by the Corporation prior to the Change in Control and Executive will have six (6) months from the date of termination under this circumstance to exercise all vested options (but in no event later than the expiration date of such options). In addition, subject to Section 2.3(a)(v), any awards of RPSUs and restricted shares which are unvested shall be deemed vested immediately prior to such Change in Control. Subject to Section 2.3(a)(v), payments to the Executive with respect to any RPSUs whose vesting accelerates as described in this Section 4.1(a)(ii) will be calculated as if any applicable performance goals had been achieved at the specified target level and made as per the terms of the Incentive Plan but in no event later than thirty (30) days after the applicable vesting date.

(b) Definition. For purposes hereof, a "Change in Control" shall mean the occurrence of any of the following:

(i) the sale, lease, transfer, conveyance or other disposition, in one or a series of related transactions, of all or substantially all of the assets of the Corporation to any "person" or "group" (as such terms are used in Sections 13(d)(3) and 14(d)(2) of the Securities Exchange Act of 1934 ("Act")) other than Permitted Holders;

(ii) any person or group is or becomes the "beneficial owner" (as defined in Rules 13d-3 and 13d-5 under the Act, except that a person shall be deemed to have "beneficial ownership" of all shares that any such person has the right to acquire, whether such right is exercisable immediately or only after the passage of time), directly or indirectly, of more than 50 percent of the total voting power of the voting stock of the Corporation, including by way of merger, consolidation or otherwise; provided, however, that for purposes of this Agreement, the following acquisitions shall not constitute a Change in Control: (I) any acquisition by the Corporation or any Affiliate, (II) any acquisition by any employee benefit plan sponsored or maintained by the Corporation or any Affiliate, (III) any acquisition by one or more of the Permitted Holders, or (IV) any acquisition which complies with clauses (A), (B) and (C) of subsection (v) below;

(iii) during any period of twelve (12) consecutive months, Present and/or New Directors cease for any reason to constitute a majority of the Board;

(iv) the Permitted Holders' beneficial ownership of the total voting power of the voting stock of the Corporation falls below 30 percent and either Ralph Lauren is not nominated for a position on the Board of Directors, or he stands for election to the Board of Directors and is not elected;

(v) the consummation of a reorganization, recapitalization, merger, consolidation, statutory share exchange or similar form of corporate transaction involving the Corporation that requires the approval of the Corporation's stockholders, whether



with a copy to: Miriam Wugmeister, Esq.  
Morrison & Foerster LLP  
1290 Avenue of the Americas  
New York, New York 10104  
Fax: (212) 468-7900

If to the Corporation: Polo Ralph Lauren Corporation  
650 Madison Avenue  
New York, New York 10022  
Attn: Mitchell A. Kosh  
Senior Vice President - Human Resources  
Fax: (212) 318-7277

or to such other address as any party may have furnished to the other in writing in accordance herewith, except that notices of change of address shall be effective only upon receipt.

5.2 Modification or Waiver; Entire Agreement; End of Term. No provision of this Agreement may be modified or waived except in a document signed by the Executive and the Corporation. This Agreement, along with the Term Sheet and any other documents incorporated herein by reference, constitutes the entire agreement between the parties regarding their employment relationship and supersedes all prior agreements, promises, covenants, representations or warranties, including, without limitation, the Executive's 2004 Employment Agreement with the Corporation. To the extent that this Agreement is in any way inconsistent with any prior or contemporaneous stock award agreements between the parties, this Agreement shall control. No agreements or representations, oral or otherwise, with respect to the subject matter hereof have been made by either party that are not set forth expressly in this Agreement. Any extensions or renewals of this Agreement must be in writing and must be agreed to by both the Corporation and the Executive. Absent such extensions or renewals, this Agreement and all of its terms and conditions, except for those provisions in Article III as specified therein, shall expire upon the end of the Term.

5.3 Governing Law. The validity, interpretation, construction, performance, and enforcement of this Agreement shall be governed by the laws of the State of New York without reference to New York's choice of law rules.

5.4 Arbitration. The Corporation and the Executive mutually agree that any controversy or claim arising out of or relating to this Agreement or the breach thereof, or any other dispute between the parties arising from or related to Executive's employment with the Corporation, shall be submitted to mediation before a mutually agreeable mediator. In the event mediation is unsuccessful in resolving the claim or controversy, such claim or controversy shall be resolved by arbitration. The Corporation and Executive agree that arbitration shall be held in New York, New York, before a mutually agreed upon single arbitrator licensed to practice law. The arbitrator shall have authority to award or grant legal, equitable, and declaratory relief. Such arbitration shall be final and binding on the parties and fees for any arbitration shall be paid by

the losing party. If the parties are unable to agree on an arbitrator, the matter may be submitted to JAMS Dispute Resolution solely for appointment of an arbitrator. Any fees for mediation shall be split between the parties.

5.5 No Mitigation or Offset. In the event the Executive's employment with the Corporation terminates for any reason, the Executive shall not be obligated to seek other employment following such termination and there shall be no offset of the payments or benefits set forth herein.

5.6 Withholding. All payments required to be made by the Corporation hereunder to the Executive or the Executive's estate or beneficiaries shall be subject to the withholding of such amounts as the Corporation may reasonably determine it should withhold pursuant to any applicable law.

5.7 Attorney's Fees. Each party shall bear its own attorney's fees and costs incurred in any action or dispute arising out of this Agreement and/or the employment relationship.

5.8 No Conflict. Executive represents and warrants that she is not party to any agreement, contract, understanding, covenant, judgment or decree or under any obligation, contractual or otherwise, with any other party that in any way restricts or adversely affects her ability to act for the Corporation in all of the respects contemplated hereby, including but not limited to any obligations to comply with any non-compete or non-solicitation provisions.

5.9 Enforceability. Each of the covenants and agreements set forth in this Agreement are separate and independent covenants, each of which has been separately bargained for and the parties hereto intend that the provisions of each such covenant shall be enforced to the fullest extent permissible. Should the whole or any part or provision of any such separate covenant be held or declared invalid, such invalidity shall not in any way affect the validity of any other such covenant or of any part or provision of the same covenant not also held or declared invalid. If any covenant shall be found to be invalid but would be valid if some part thereof were deleted or the period or area of application reduced, then such covenant shall apply with such minimum modification as may be necessary to make it valid and effective. The failure of either party at any time to require performance by the other party of any provision hereunder will in no way affect the right of that party thereafter to enforce the same, nor will it affect any other party's right to enforce the same, or to enforce any of the other provisions in this Agreement; nor will the waiver by either party of the breach of any provision hereof be taken or held to be a waiver of any prior or subsequent breach of such provision or as a waiver of the provision itself.

5.10 Miscellaneous. No right or interest to, or in, any payments shall be assignable by the Executive; provided, however, that this provision shall not preclude the Executive from designating in writing one or more beneficiaries to receive any amount that may be payable after the Executive's death and shall not preclude the legal representative of the Executive's estate from assigning any right hereunder to the person or persons entitled thereto. If the Executive should die while any amounts would still be payable to the Executive hereunder, all such amounts shall be paid in accordance with the terms of this Agreement to the Executive's



written designee or, if there be no such designee, to the Executive's estate. This Agreement shall be binding upon and shall inure to the benefit of, and shall be enforceable by, the Executive, the Executive's heirs and legal representatives and the Corporation and its successors. The section headings shall not be taken into account for purposes of the construction of any provision of this Agreement.

5.11 Meaning of Signing This Agreement. By signing this Agreement, Executive expressly acknowledges and agrees that (a) she has carefully read it and fully understands what it means; (b) she has been advised in writing to discuss this Agreement with an independent attorney of her own choosing before signing it and has had a reasonable opportunity to confer with her attorney and has discussed and reviewed this Agreement with her attorney prior to executing it and delivering it to the Corporation; (c) she has had answered to her satisfaction any questions she has with regard to the meaning and significance of any of the provisions of this Agreement; and (d) she has agreed to this Agreement knowingly and voluntarily of her own free will and was not subjected to any undue influence or duress, and assents to all the terms and conditions contained herein with the intent to be bound hereby.

5.12 Compliance with Section 409A. The parties acknowledge and agree that, to the extent applicable, this Agreement shall be interpreted in accordance with, and the parties agree to use their best efforts to achieve timely compliance with, Section 409A of the Code and the Department of Treasury Regulations and other interpretive guidance issued thereunder ("Section 409A"), including without limitation any such regulations or other guidance that may be issued after the Effective Date. Notwithstanding any provision of this Agreement to the contrary, in the event that the Corporation determines that any compensation or benefits payable or provided hereunder may be subject to Section 409A, the Corporation reserves the right (without any obligation to do so or to indemnify the Executive for failure to do so), after consulting with and securing the approval of the Executive (such approval not to be unreasonably withheld or delayed), to adopt such limited amendments to this Agreement and appropriate policies and procedures, including amendments and policies with retroactive effect, that the Corporation reasonably determines are necessary or appropriate to (a) exempt the compensation and benefits payable under this Agreement from Section 409A and/or preserve the intended tax treatment of the compensation and benefits provided with respect to this Agreement or (b) comply with the requirements of Section 409A.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date and year first above written.

POLO RALPH LAUREN CORPORATION

/s/ Roger Farah

By: Roger Farah

Title: President & Chief Operating Officer

Date: 9/29/09

/s/ Jackwyn Nemerov

JACKWYN NEMEROV

Date: 10/14/09

**SCHEDULE A**

[List Redacted]

**Exhibit 1**

**Term Sheet**

Jackwyn Nemerov  
October 14, 2009

Title: Executive Vice President

Additional Responsibility: Asia and Home will report directly to Ms. Nemerov

Base Salary: \$900,000 annually

Annual Bonus: Continue to participate in Executive Officer Annual Incentive Plan (EOAIP)

Target	200% of salary
Threshold	100%
Stretch	250%
Maximum	300%

EOAIP goal based 100% on Corporate performance and EOAIP Strategic Goal achievement. Executive's bonus percentages as described above shall be effective as of the beginning of Fiscal 2010.

Annual Equity Award \$3,000,000 value to be granted annually at the same time as annual awards to other executives and under terms of the equity program as approved each year by the Compensation Committee of the Board of Directors, including grant structure, types of awards, conversion of value to actual number of shares, and other applicable factors as determined by the Committee in its discretion. The Committee will have the right to reduce the value of any such annual award in its good faith discretion. Executive's Annual Equity Award as described above shall be effective as of the beginning of Fiscal 2010. One-half of the annual equity award shall be in the form of Cliff Restricted Performance Share Units, which shall follow the vesting formula below:

	<u>% of Goals Achieved</u>	<u>Annual Equity RPSUs Vested</u>
Threshold	70%	75%
Target	100%	100%
Maximum	110%	150%

*Note: For performance between 70% and 110%, performance will be interpolated*

Special Equity Award

35,000 Restricted Performance Share Units (“RPSUs”) to be granted in fiscal years 2010 , 2011, 2012 and 2013 (for a total grant of 140,000 RPSUs) at the same time as annual awards to other executives (except as noted below for fiscal year 2010) which is normally made in July of the prior calendar year. Performance goals to be based on the same cumulative three-year performance goals established and approved by the Compensation Committee for the Cliff RPSU program each year. Provisions for this award are subject to the equity program approved each year by the Compensation Committee. The Committee will have the right, in its good faith discretion, to reduce the value of any such annual award.

	<u>% of Goals Achieved</u>	<u>Special Equity RPSUs Vested</u>
Threshold	70%	75%
Target or better	100%	100% (cap)

*Note: For performance between 70% and 100%, performance will be interpolated*

FY2010 annual and special equity awards to be granted within ten (10) days of the Effective Date of Employment Agreement, subject to completion of a signed Employment Agreement and approval by the Compensation Committee. Conversion of annual grant value to be based on the Company’s standard procedure of applying the applicable Fair Market Value 10 days before the grant date. Such award to be made in Fiscal 2010 shall not be pro-rated.

Term: New Employment Agreement ending on March 31, 2013 will be provided

Car and Driver: The Corporation shall reimburse the Executive for the use of a car and driver.

Non-Compete/  
Non Solicit A non-compete/non-solicit clause will be included in the new Employment Agreement consistent in terms of time periods with current contract.

POLO RALPH LAUREN CORPORATIONEMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (the "Agreement") is made effective as of the 14th day of October, 2009 (the "Effective Date"), by and between Polo Ralph Lauren Corporation, a Delaware corporation (the "Corporation"), and Mitchell Kosh (the "Executive").

WHEREAS, the Executive has been employed with the Corporation pursuant to an Employment Agreement dated April 30, 2007 (the "2007 Employment Agreement"); and

WHEREAS, the Corporation and Executive wish to amend and restate such 2007 Employment Agreement effective as of the date hereof;

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

ARTICLE I  
EMPLOYMENT

1.1 Employment Term. The Corporation hereby agrees to employ the Executive, and the Executive hereby agrees to serve the Corporation, on the terms and conditions set forth herein. The employment of the Executive by the Corporation shall be effective as of the date hereof and continue until the close of business on the third anniversary of the Effective Date of this Agreement (the "Term"), unless terminated earlier in accordance with Article II hereof.

1.2 Position and Duties. During the Term the Executive shall faithfully, and in conformity with the directions of the Board of Directors of the Corporation and any Committee thereof (the "Board") or the management of the Corporation ("Management"), perform the duties of his employment, and shall devote to the performance of such duties his full time and attention. During the Term the Executive shall serve in such position as the Board or Management may from time to time direct. During the Term, the Executive may engage in outside activities provided those activities do not conflict with the duties and responsibilities enumerated hereunder, and provided further that the Executive receives written approval in advance from Management for any outside business activity that may require significant expenditure of the Executive's time in which the Executive plans to become involved, whether or not such activity is pursued for profit. The Executive shall be excused from performing any services hereunder during periods of temporary incapacity and during vacations in accordance with the Corporation's disability and vacation policies.

1.3 Place of Performance. The Executive shall be employed at the principal offices of the Corporation located in New York, New York, except for required travel on the Corporation's business.

#### 1.4 Compensation and Related Matters.

(a) Base Compensation. In consideration of his services during the Term, the Corporation shall pay the Executive cash compensation at an annual rate of not less than six hundred seventy-five thousand dollars (\$675,000) (“Base Compensation”), less applicable withholdings. Executive’s Base Compensation shall be subject to such increases as may be approved by the Board or Management. The Base Compensation shall be payable as current salary, in installments not less frequently than monthly, and at the same rate for any fraction of a month unexpired at the end of the Term.

(b) Bonus. During the Term, the Executive shall have the opportunity to earn an annual bonus in accordance with any annual bonus program the Corporation maintains that would be applicable to the Executive.

(c) Stock Awards. During the Term, the Executive shall be eligible to participate in the Polo Ralph Lauren Corporation 1997 Long-Term Stock Incentive Plan (the “Incentive Plan”). All grants to the Executive of stock options and restricted performance share units (“RPSUs”), if any, are governed by the terms of the Incentive Plan and are subject, in all cases, to approval by the Compensation Committee of the Board of Directors in its sole discretion.

(d) Car Allowance. During the Term, the Corporation shall pay Executive a car allowance in the amount of one thousand five hundred dollars (\$1,500) per month, less applicable withholdings.

(e) Expenses. During the Term, the Executive shall be entitled to receive prompt reimbursement for all reasonable expenses incurred by the Executive in performing services hereunder, including all reasonable expenses of travel and living while away from home, provided that such expenses are incurred and accounted for in accordance with the policies and procedures established by the Corporation.

(f) Vacations. During the Term, the Executive shall be entitled to the number of vacation days in each fiscal year, and to compensation in respect of earned but unused vacation days, determined in accordance with the Corporation’s vacation program. The Executive shall also be entitled to all paid holidays given by the Corporation to its employees.

(g) Other Benefits. The Executive shall be entitled to participate in all of the Corporation’s employee benefit plans and programs in effect during the Term as would by their terms be applicable to the Executive, including, without limitation, any life insurance plan, medical insurance plan, dental care plan, accidental death and disability plan, financial counseling program and sick/personal leave program. The Corporation shall not make any changes in such plans or programs that would adversely affect the Executive’s benefits thereunder, unless such change occurs pursuant to a plan or program applicable to other similarly situated employees of the Corporation and does not result in a proportionately greater reduction in the rights or benefits of the Executive as compared with other similarly situated employees of the Corporation. Except as otherwise specifically provided herein, nothing paid to the Executive under any plan or program presently in effect or made available in the future shall be in lieu of the Base Compensation or any bonus payable under Sections 1.4(a) and 1.4(b) hereof.

ARTICLE II  
TERMINATION OF EMPLOYMENT

2.1 Termination of Employment. The Executive's employment may terminate prior to the expiration of the Term under the following circumstances:

(a) Without Cause. The Executive's employment shall terminate upon the Corporation notifying the Executive that his services will no longer be required.

(b) Death. The Executive's employment shall terminate upon the Executive's death.

(c) Disability. If, as a result of the Executive's incapacity due to physical or mental illness, the Executive shall have been absent and unable to perform the duties hereunder on a full-time basis for an entire period of six consecutive months, the Executive's employment may be terminated by the Corporation following such six-month period.

(d) Cause. The Corporation may terminate the Executive's employment for Cause. For purposes hereof, "Cause" shall mean:

(i) failure by the Executive to perform the duties of the Executive hereunder (other than due to disability as defined in 2.1(c)), provided that the conduct described in this Section 2.1(d)(i) shall not constitute Cause unless and until such failure by Executive to perform his duties hereunder has not been cured to the satisfaction of the Corporation, in its sole discretion, within fifteen (15) days after notice of such failure has been given by the Corporation to Executive; or

(ii) an act of fraud, embezzlement, theft, breach of fiduciary duty, dishonesty, or any other misconduct or any violation of law (other than a traffic violation) committed by the Executive; or

(iii) any action by the Executive causing damage to or misappropriation of Corporation assets; or

(iv) the Executive's wrongful disclosure of confidential information of the Corporation or any of its affiliates; or

(v) the Executive's breach of Section 5.7 herein or the Executive's engagement in any competitive activity which would constitute a breach of this Agreement and/or of the Executive's duty of loyalty; or

(vi) the Executive's breach of any employment policy of the Corporation, including, but not limited to, conduct relating to falsification of business records, violation of the Corporation's code of business conduct & ethics, harassment, creation of a hostile work environment, excessive absenteeism, insubordination, violation of the Corporation's policy on drug & alcohol use, or violent acts or threats of violence; or



(vii) performance by the Executive of his employment duties in a manner deemed by the Corporation, in its sole discretion, to be grossly negligent; or

(viii) the commission of any act by the Executive, whether or not performed in the workplace, which subjects or, if publicly known, would be likely to subject the Corporation to public ridicule or embarrassment, or would likely be detrimental or damaging to the Corporation's reputation, goodwill, or relationships with its customers, suppliers, vendors, licensees or employees.

(e) Voluntary Termination. The Executive may voluntarily terminate the Executive's employment with the Corporation at any time, with or without Good Reason. For purposes of this Agreement, "Good Reason" shall mean a termination of employment by the Executive within sixty (60) days following the occurrence of (A) a material diminution in or adverse alteration to Executive's title, base salary, position or duties, including no longer reporting to the Chairman & Chief Executive Officer, or the President & Chief Operating Officer, (B) the relocation of the Executive's principal office outside the area which comprises a fifty (50) mile radius from New York City, or (C) a failure of the Corporation to comply with any material provision of this Agreement provided that the events described in clauses (A), (B), and (C) above shall not constitute Good Reason (1) until the Executive provides written notice to the Corporation of the existence of such diminution, change, reduction, relocation or failure within thirty (30) days of its occurrence and (2) unless such diminution, change, reduction or failure (as applicable) has not been cured within thirty (30) days after written notice of such noncompliance has been given by the Executive to the Corporation.

2.2 Date of Termination. The date of termination shall be:

(a) if the Executive's employment is terminated by the Executive's death, the date of the Executive's death;

(b) if the Executive's employment is terminated by reason of Executive's disability pursuant to Section 2.1(c) or by the Corporation pursuant to Sections 2.1(a) or 2.1(d), the date specified by the Corporation; and

(c) if the Executive's employment is terminated by the Executive, the date on which the Executive notifies the Corporation of his termination.

2.3 Effect of Termination of Employment.

(a) If the Executive's employment is terminated by the Corporation pursuant to Section 2.1(a), or if the Executive resigns for Good Reason pursuant to Section 2.1(e), the Executive shall only be entitled to the following:

(i) Severance. Subject to Section 2.3(a)(v) and Section 4.1(a) hereof, the Corporation shall: (a) beginning with the first payroll period following the 30<sup>th</sup> day following the date of termination of Executive's employment, continue to pay the Executive, in

accordance with the Corporation's normal payroll practice, his Base Compensation, as in effect immediately prior to such termination of employment, for the longer of the balance of the Term or the one-year period commencing on the date of such termination (whichever period is applicable shall be referred to herein as the "Severance Period"), provided that the initial payment shall include Base Compensation amounts for all payroll periods from the date of termination through the date of such initial payment; and (b) pay to the Executive, on the last business day of the Severance Period, an amount equal to the bonus paid to the Executive for the most recently completed fiscal year prior to the fiscal year in which his employment is terminated. If the Corporation has not paid any such bonus to the Executive in such prior fiscal year, then the Corporation shall not be obligated to make any bonus payment to the Executive. Under no circumstances shall the Executive be entitled to any bonus payment for the fiscal year in which his employment is terminated. Notwithstanding the foregoing, in order to receive any severance benefits under this Section 2.3(a)(i), the Executive must sign and not timely revoke a release and waiver of claims against the Corporation, its successors, affiliates, and assigns, in a form acceptable to the Corporation on or prior to the 30<sup>th</sup> day following the date of termination of Executive's employment.

(ii) Stock Awards. The Executive's rights with respect to any stock options and RPSUs provided to the Executive by the Corporation shall be governed by the provisions of the Corporation's Incentive Plan and the respective award agreements, if any, under which such awards were granted, except as provided in Section 4.1(a).

(iii) Welfare Plan Coverages. The Executive shall continue to participate during the Severance Period in any group medical or dental insurance plan he participated in prior to the date of his termination, under substantially similar terms and conditions as an active employee; provided that participation in such group medical or dental insurance plan shall only continue for as long as permitted under COBRA and further, shall correspondingly cease at such time as the Executive (a) becomes eligible for a future employer's medical and/or dental insurance coverage (or would become eligible if the Executive did not waive coverage) or (b) violates any of the provisions of Article III as determined by the Corporation in its sole discretion. Notwithstanding the foregoing, the Executive may not continue to participate in such plans on a pre-tax or tax-favored basis.

(iv) Retirement Plans. Without limiting the generality of the foregoing, it is specifically provided that the Executive shall not accrue additional benefits under any pension plan of the Corporation (whether or not qualified under Section 401(a) of the Internal Revenue Code of 1986, as amended) during the Severance Period.

(v) Section 409A. Notwithstanding any provision in this Agreement to the contrary, no amounts shall be payable pursuant to Section 2.3(a) or Section 4.1(a) unless the Executive's termination of employment constitutes a "separation from service" within the meaning of Section 1.409A-1(h) of the Department of Treasury Regulations. If the Executive is determined to be a "specified employee" for purposes of Section 409A(a)(2)(B)(i) of the Internal Revenue Code, as amended, and the rules and regulations issued thereunder (the "Code"), then no payment that is payable under Sections 2.3(a)(i) or 4.1(a) hereof (the "Severance Payment") on account of Executive's "separation from service" shall be made before the date that is at least six months after the Executive's "separation from service" (or if earlier,

the date of the Executive's death) if and to the extent that the Severance Payment constitutes deferred compensation (or may be nonqualified deferred compensation) under Section 409A of the Code and such deferral is required to comply with the requirements of Section 409A of the Code. For the avoidance of doubt, no portion of the Severance Payment shall be delayed for six months after the Executive's "separation from service" if such portion (x) constitutes a "short term deferral" within the meaning of Section 1.409A-1(a)(4) of the Department of Treasury Regulations, or (y) (A) it is being paid due to the Corporation's termination of the Executive's employment without Cause or the Executive's termination of employment for Good Reason; (B) it does not exceed two times the lesser of (1) the Executive's annualized compensation from the Corporation for the calendar year prior to the calendar year in which the termination of the Executive's employment occurs, or (2) the maximum amount that may be taken into account under a qualified plan pursuant to Section 401(a)(17) of the Code for the year in which the Executive's employment terminates; and (C) the payment is required under this Agreement to be paid no later than the last day of the second calendar year following the calendar year in which the Executive incurs a "separation from service." For purposes of Section 409A of the Code, the Executive's right to receive installment payments pursuant to Section 2.3(a) shall be treated as a right to receive a series of separate and distinct payments. To the extent that any reimbursement of any expense under Section 1.4(e) or in-kind benefits provided under this Agreement are deemed to constitute taxable compensation to the Executive, such amounts will be reimbursed or provided no later than December 31 of the year following the year in which the expense was incurred. The amount of any such expenses reimbursed or in-kind benefits provided in one year shall not affect the expenses or in-kind benefits eligible for reimbursement or payment in any subsequent year, and the Executive's right to such reimbursement or payment of any such expenses will not be subject to liquidation or exchange for any other benefit. The determination of whether the Executive is a "specified employee" for purposes of Section 409A(a)(2)(B)(i) of the Code as of the time of the Executive's separation from service shall be made by the Corporation in accordance with the terms of Section 409A of the Code and applicable guidance thereunder (including without limitation Treasury Regulation Section 1.409A-1(i) and any successor provision thereto).

(b) If the Executive's employment is terminated by reason of the Executive's death or disability, pursuant to Sections 2.1(b) or 2.1(c), the Executive (or the Executive's designee or estate) shall only be entitled to whatever welfare plans benefits are available to the Executive pursuant to the welfare plans the Executive participated in prior to such termination, and whatever stock awards may have been provided to the Executive by the Corporation the terms of which shall be governed by the provisions of the Corporation's Incentive Plan and the respective award agreements, if any, under which such stock awards were provided.

(c) If the Executive's employment is terminated by the Corporation for Cause or by the Executive without Good Reason (as defined in Section 2.1(e)), the Executive shall receive only that portion of the Executive's then current Base Compensation payable through the Executive's termination date. The Executive's rights with respect to any stock awards provided to the Executive by the Corporation shall be governed by the provisions of the Corporation's Incentive Plan and the respective award agreements, if any, under which such stock awards were provided.

ARTICLE III  
COVENANTS OF THE EXECUTIVE

3.1 Non-Compete.

(a) The Corporation and the Executive acknowledge that: (i) the Corporation has a special interest in and derives significant benefit from the unique skills and experience of the Executive; (ii) the Executive will use and have access to proprietary and valuable Confidential Information (as defined in Section 3.2 hereof) during the course of the Executive's employment; and (iii) the agreements and covenants contained herein are essential to protect the business and goodwill of the Corporation or any of its subsidiaries, affiliates or licensees. Accordingly, except as hereinafter noted, the Executive covenants and agrees that during the Term, and for the remainder of such Term following the termination of Executive's employment, the Executive shall not provide any labor, work, services or assistance (whether as an officer, director, employee, partner, agent, owner, independent contractor, consultant, stockholder or otherwise) to a "Competing Business." For purposes hereof, "Competing Business" shall mean any business engaged in the designing, marketing or distribution of premium lifestyle products, including but not limited to apparel, home, accessories and fragrance products, which competes in any material respects with the Corporation or any of its subsidiaries, affiliates or licensees, and shall include, without limitation, those brands and companies that the Corporation and the Executive have jointly designated in writing on the date hereof, which is incorporated herein by reference and which is attached as Schedule A, as being in competition with the Corporation or any of its subsidiaries, affiliates or licensees as of the date hereof. Thus, Executive specifically acknowledges that Executive understands that, except as provided in Section 3.1(b) he may not become employed by any Competing Business in any capacity during the Term.

(b) The non-compete provisions of this Section shall no longer be applicable to Executive if he has been notified pursuant to Section 2.1(a) hereof that his services will no longer be required during the Term or if the Executive has terminated his employment for Good Reason pursuant to Section 2.1(e) or if the Corporation elects in its sole discretion not to extend the Term for any reason other than for Cause.

(c) It is acknowledged by the Executive that the Corporation has determined to relieve the Executive from any obligation of non-competition for periods after the Term, and/or if the Corporation terminates the Executive's employment under Section 2.1(a) or if the Executive has terminated his employment for Good Reason pursuant to Section 2.1(e) or if the Corporation elects in its sole discretion not to extend the Term for any reason other than for Cause. In consideration of that, and in consideration of all of the compensation provisions in this Agreement (including the potential for the award of stock options and/or RPSUs that may be made to the Executive), Executive agrees to the provisions of Section 3.1 and also agrees that the non-competition obligations imposed herein are fair and reasonable under all the circumstances.

### 3.2 Confidential Information.

(a) The Corporation owns and has developed and compiled, and will own, develop and compile, certain proprietary techniques and confidential information as described below which have great value to its business (referred to in this Agreement, collectively, as "Confidential Information"). Confidential Information includes not only information disclosed by the Corporation and/or its affiliates, subsidiaries and licensees to Executive, but also information developed or learned by Executive during the course of, or as a result of, employment hereunder, which information Executive acknowledges is and shall be the sole and exclusive property of the Corporation. Confidential Information includes all proprietary information that has or could have commercial value or other utility in the business in which the Corporation is engaged or contemplates engaging, and all proprietary information the unauthorized disclosure of which could be detrimental to the interests of the Corporation. Whether or not such information is specifically labeled as Confidential Information by the Corporation is not determinative. By way of example and without limitation, Confidential Information includes any and all information developed, obtained or owned by the Corporation and/or its subsidiaries, affiliates or licensees concerning trade secrets, techniques, know-how (including designs, plans, procedures, processes and research records), software, computer programs, innovations, discoveries, improvements, research, development, test results, reports, specifications, data, formats, marketing data and plans, business plans, strategies, forecasts, unpublished financial information, orders, agreements and other forms of documents, price and cost information, merchandising opportunities, expansion plans, designs, store plans, budgets, projections, customer, supplier and subcontractor identities, characteristics and agreements, and salary, staffing and employment information. Notwithstanding the foregoing, Confidential Information shall not in any event include (A) Executive's personal knowledge and know-how relating to merchandising and business techniques which Executive has developed over his career in the apparel business and of which Executive was aware prior to his employment, or (B) information which (i) was generally known or generally available to the public prior to its disclosure to Executive; (ii) becomes generally known or generally available to the public subsequent to disclosure to Executive through no wrongful act of any person or (iii) which Executive is required to disclose by applicable law or regulation (provided that Executive provides the Corporation with prior notice of the contemplated disclosure and reasonably cooperates with the Corporation at the Corporation's expense in seeking a protective order or other appropriate protection of such information).

(b) Executive acknowledges and agrees that in the performance of his duties hereunder the Corporation will from time to time disclose to Executive and entrust Executive with Confidential Information. Executive also acknowledges and agrees that the unauthorized disclosure of Confidential Information, among other things, may be prejudicial to the Corporation's interests, and an improper disclosure of trade secrets. Executive agrees that he shall not, directly or indirectly, use, make available, sell, disclose or otherwise communicate to any corporation, partnership, individual or other third party, other than in the course of his assigned duties and for the benefit of the Corporation, any Confidential Information, either during his Term of employment or thereafter.

(c) The Executive agrees that upon leaving the Corporation's employ, the Executive shall not take with the Executive any software, computer programs, disks, tapes, research, development, strategies, designs, reports, study, memoranda, books, papers, plans, information, letters, e-mails, or other documents or data reflecting any Confidential Information of the Corporation, its subsidiaries, affiliates or licensees.

(d) During the Term, Executive shall disclose to the Corporation all designs, inventions and business strategies or plans developed for the Corporation, including without limitation any process, operation, product or improvement. Executive agrees that all of the foregoing are and shall be the sole and exclusive property of the Corporation and that Executive shall at the Corporation's request and cost do whatever is necessary to secure the rights thereto, by patent, copyright or otherwise, to the Corporation

3.3 Non-Solicitation of Employees. The Executive covenants and agrees that during the Term, and for the remainder of such Term following the termination of Executive's employment for any reason whatsoever hereunder, the Executive shall not directly or indirectly solicit or influence any other employee of the Corporation, or any of its subsidiaries, affiliates or licensees, to terminate such employee's employment with the Corporation, or any of its subsidiaries, affiliates or licensees, as the case may be, or to become employed by a Competing Business. As used herein, "solicit" shall include, without limitation, requesting, encouraging, enticing, assisting, or causing, directly or indirectly.

3.4 Nondisparagement. The Executive agrees that during the Term and thereafter whether or not he is receiving any amounts pursuant to Sections 2.3 and 4.1, the Executive shall not make any statements or comments that reasonably could be considered to shed an adverse light on the business or reputation of the Corporation or any of its subsidiaries, affiliates or licensees, the Board or any officer of the Corporation or any of its subsidiaries, affiliates or licensees; provided, however, the foregoing limitation shall not apply to (i) compliance with legal process or subpoena, or (ii) statements in response to an inquiry from a court or regulatory body.

### 3.5 Remedies.

(a) The Executive acknowledges and agrees that in the event the Corporation reasonably determines that the Executive has breached any provision of this Article III, that such conduct will constitute a failure of the consideration for which stock awards had been previously granted to the Executive or could be awarded in the future to Executive, and notwithstanding the terms of any stock award agreement, plan document, or other provision of this Agreement to the contrary, the Corporation may in its sole discretion notify the Executive that all unexercised stock options, RPSUs and restricted stock units that Executive has are forfeited. Further, the Executive shall immediately forfeit the right to receive any further grants of or vest any further in any unvested stock options, unvested restricted stock units or unvested RPSUs of the Corporation at the time of such notice and Executive waives any right to assert that any such conduct by the Corporation violates any federal or state statute, case law or policy.

(b) If the Corporation reasonably determines that the Executive has breached any provision contained in this Article III, the Corporation shall have no further obligation to make any payment or provide any benefit whatsoever to the Executive pursuant to this Agreement, and may also recover from the Executive all such damages as it may be entitled to at law or in equity. In addition, the Executive acknowledges that any such breach is likely to result in immediate and irreparable harm to the Corporation for which money damages are likely to be inadequate. Accordingly, the Executive consents to injunctive and other appropriate equitable relief upon the institution of proceedings therefor by the Corporation in order to protect

the Corporation's rights hereunder. Such relief may include, without limitation, an injunction to prevent: (i) the breach or continuation of Executive's breach; (ii) the Executive from disclosing any trade secrets or Confidential Information (as defined in Section 3.2); (iii) any Competing Business from receiving from the Executive or using any such trade secrets or Confidential Information; and/or (iv) any such Competing Business from retaining or seeking to retain any employees of the Corporation.

3.6 The provisions of this Article III shall survive the termination of this Agreement and Executive's Term of employment.

ARTICLE IV  
CHANGE IN CONTROL

4.1 Change in Control.

(a) Effect of a Change in Control. Notwithstanding anything contained herein to the contrary, if the Executive's employment is terminated within twelve (12) months following a Change in Control (as defined in Section 4.1(b) hereof) during the Term by the Corporation for any reason other than Cause, then:

(i) Severance. The Corporation shall pay to the Executive, in lieu of any amounts otherwise due to him under Section 2.3(a) hereof, within fifteen (15) days of the Executive's termination of employment, or within the timeframe required by Section 2.3(a)(v) hereof if applicable, a lump sum amount equal to two (2) times the sum of: (A) the Executive's Base Compensation, as in effect immediately prior to such termination of employment; and (B) the bonus paid to the Executive for the most recently completed fiscal year prior to the fiscal year in which his employment is terminated. Notwithstanding the foregoing, solely to the extent necessary to comply with Section 409A of the Code, a portion of such lump sum payment will not be payable at such time if the duration of the Severance Period that would have otherwise applied under Section 2.3(a)(i) (had a Change in Control not occurred during the twelve-month period prior to such termination of employment) would have extended beyond the end of the second calendar year following the calendar year in which such termination of employment occurs (any such period beyond the end of such second calendar year is the "Extended Severance Payment Period"). In addition, such other amounts that otherwise would have been payable to the Executive under Section 2.3(a)(i) had a Change in Control not occurred during the twelve (12) month period prior to such termination of employment, and that would have constituted nonqualified deferred compensation subject to Section 409A of the Code, will also not be included as part of such lump sum payment. In such event, an amount equal to the aggregate installment payments that would have been payable during the Extended Severance Payment Period, and the amounts described in the preceding sentence, shall be deducted from the amount otherwise payable in a lump sum in accordance with the first sentence hereof. Such deducted amount shall, instead, be payable at the same time that, and in the same manner as, such payments would have been paid if the Executive's employment had been terminated pursuant to Section 2.3(a) hereof rather than within a twelve-month period following a Change in Control.

(ii) Stock Awards. Subject to Section 2.3(a)(v), the Executive shall immediately become vested in any unvested stock options granted to the Executive by the Corporation prior to the Change in Control and Executive will have six (6) months from the date of termination under this circumstance to exercise all vested options (but in no event later than the expiration date of such options). In addition, subject to Section 2.3(a)(v), any awards of RPSUs and restricted shares which are unvested shall be deemed vested immediately prior to such Change in Control.

(b) Definition. For purposes hereof, a “Change in Control” shall mean the occurrence of any of the following:

(i) the sale, lease, transfer, conveyance or other disposition, in one or a series of related transactions, of all or substantially all of the assets of the Corporation to any “person” or “group” (as such terms are used in Sections 13(d)(3) and 14(d)(2) of the Securities Exchange Act of 1934 (“Act”)) other than Permitted Holders;

(ii) any person or group is or becomes the “beneficial owner” (as defined in Rules 13d-3 and 13d-5 under the Act, except that a person shall be deemed to have “beneficial ownership” of all shares that any such person has the right to acquire, whether such right is exercisable immediately or only after the passage of time), directly or indirectly, of more than 50 percent of the total voting power of the voting stock of the Corporation, including by way of merger, consolidation or otherwise; provided, however, that for purposes of this Agreement, the following acquisitions shall not constitute a Change in Control: (I) any acquisition by the Corporation or any Affiliate, (II) any acquisition by any employee benefit plan sponsored or maintained by the Corporation or any Affiliate, (III) any acquisition by one or more of the Permitted Holders, or (IV) any acquisition which complies with clauses (A), (B) and (C) of subsection (v) below;

(iii) during any period of twelve (12) consecutive months, Present and/or New Directors cease for any reason to constitute a majority of the Board;

(iv) the Permitted Holders’ beneficial ownership of the total voting power of the voting stock of the Corporation falls below 30 percent and either Ralph Lauren is not nominated for a position on the Board of Directors, or he stands for election to the Board of Directors and is not elected;

(v) the consummation of a reorganization, recapitalization, merger, consolidation, statutory share exchange or similar form of corporate transaction involving the Corporation that requires the approval of the Corporation’s stockholders, whether for such transaction or the issuance of securities in the transaction (a “Business Combination”), unless immediately following such Business Combination: (A) more than 50% of the total voting power of (x) the entity resulting from such Business Combination (the “Surviving Company”), or (y) if applicable, the ultimate parent entity that directly or indirectly has beneficial ownership of sufficient voting securities eligible to elect a majority of the members of the board of directors (or the analogous governing body) of the Surviving Company (the “Parent Company”), is represented by the shares of voting stock of the Corporation that were outstanding immediately prior to such Business Combination (or, if applicable, is represented by shares into which the



shares of voting stock of the Corporation were converted pursuant to such Business Combination), and such voting power among the holders thereof is in substantially the same proportion as the voting power was among the holders of the shares of voting stock of the Corporation that were outstanding immediately prior to the Business Combination, (B) no person (other than any employee benefit plan sponsored or maintained by the Surviving Company or the Parent Company, or one or more Permitted Holders), is or becomes the beneficial owner, directly or indirectly, of 50% or more of the total voting power of the outstanding voting securities eligible to elect members of the board of directors of the Parent Company (or the analogous governing body) (or, if there is no Parent Company, the Surviving Company) and (C) at least a majority of the members of the board of directors (or the analogous governing body) of the Parent Company (or, if there is no Parent Company, the Surviving Company) following the consummation of the Business Combination were Board members at the time of the Board's approval of the execution of the initial agreement providing for such Business Combination; or

(vi) the stockholders of the Corporation approve a plan of complete liquidation or dissolution of the Corporation.

For purposes of this Section 4.1(b), the following terms have the meanings indicated: "Permitted Holders" shall mean, as of the date of determination: (A) any and all of Ralph Lauren, his spouse, his siblings and their spouses, and descendants of them (whether natural or adopted) (collectively, the "Lauren Group"); and (B) any trust established and maintained primarily for the benefit of any member of the Lauren Group and any entity controlled by any member of the Lauren Group. "Present Directors" shall mean individuals who at the beginning of any one year period were members of the Board. "New Directors" shall mean any directors whose election by the Board or whose nomination for election by the shareholders of the Corporation was approved by a vote of a majority of the directors of the Corporation who, at the time of such vote, were either Present Directors or New Directors but excluding any such individual whose initial assumption of office occurs solely as a result of an actual or threatened proxy 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 other than the Board.

ARTICLE V  
MISCELLANEOUS

5.1 Notice. For the purposes of this Agreement, notices, demands and all other communications provided for in the Agreement shall be in writing and shall be deemed to have been duly given when delivered by hand or by facsimile or mailed by United States registered mail, return receipt requested, postage prepaid, addressed as follows:

If to the Executive:	Mitchell Kosh [Address Redacted]
If to the Corporation:	Polo Ralph Lauren Corporation 650 Madison Avenue New York, New York 10022 Attn: Roger Farah President & Chief Operating Officer Fax: (212) 318-7529

or to such other address as any party may have furnished to the other in writing in accordance herewith, except that notices of change of address shall be effective only upon receipt.

5.2 Modification or Waiver; Entire Agreement; End of Term. No provision of this Agreement may be modified or waived except in a document signed by the Executive and the Corporation. This Agreement, along with any documents incorporated herein by reference, constitutes the entire agreement between the parties regarding their employment relationship and supersedes all prior agreements, promises, covenants, representations or warranties, including, without limitation, the Executive's 2007 Employment Agreement with the Corporation. To the extent that this Agreement is in any way inconsistent with any prior or contemporaneous stock award agreements between the parties, this Agreement shall control. No agreements or representations, oral or otherwise, with respect to the subject matter hereof have been made by either party that are not set forth expressly in this Agreement. Any extensions or renewals of this Agreement must be in writing and must be agreed to by both the Corporation and the Executive. Absent such extensions or renewals, this Agreement and all of its terms and conditions, except for those provisions in Article III as specified therein, shall expire upon the end of the Term. If Executive continues to be employed by the Corporation beyond the Term, such employment shall be "at will."

5.3 Governing Law. The validity, interpretation, construction, performance, and enforcement of this Agreement shall be governed by the laws of the State of New York without reference to New York's choice of law rules. In the event of any dispute, the Executive agrees to submit to the jurisdiction of any court sitting in Manhattan in New York State.

5.4 No Mitigation or Offset. In the event the Executive's employment with the Corporation terminates for any reason, the Executive shall not be obligated to seek other employment following such termination and there shall be no offset of the payments or benefits set forth herein.

5.5 Withholding. All payments required to be made by the Corporation hereunder to the Executive or the Executive's estate or beneficiaries shall be subject to the withholding of such amounts as the Corporation may reasonably determine it should withhold pursuant to any applicable law.

5.6 Attorney's Fees. Each party shall bear its own attorney's fees and costs incurred in any action or dispute arising out of this Agreement and/or the employment relationship.

5.7 No Conflict. Executive represents and warrants that he is not party to any agreement, contract, understanding, covenant, judgment or decree or under any obligation, contractual or otherwise, with any other party that in any way restricts or adversely affects his ability to act for the Corporation in all of the respects contemplated hereby, including but not limited to any obligations to comply with any non-compete or non-solicitation provisions.

5.8 Enforceability. Each of the covenants and agreements set forth in this Agreement are separate and independent covenants, each of which has been separately bargained for and the parties hereto intend that the provisions of each such covenant shall be enforced to the fullest extent permissible. Should the whole or any part or provision of any such separate covenant be held or declared invalid, such invalidity shall not in any way affect the validity of any other such covenant or of any part or provision of the same covenant not also held or declared invalid. If any covenant shall be found to be invalid but would be valid if some part thereof were deleted or the period or area of application reduced, then such covenant shall apply with such minimum modification as may be necessary to make it valid and effective. The failure of either party at any time to require performance by the other party of any provision hereunder will in no way affect the right of that party thereafter to enforce the same, nor will it affect any other party's right to enforce the same, or to enforce any of the other provisions in this Agreement; nor will the waiver by either party of the breach of any provision hereof be taken or held to be a waiver of any prior or subsequent breach of such provision or as a waiver of the provision itself.

5.9 Miscellaneous. No right or interest to, or in, any payments shall be assignable by the Executive; provided, however, that this provision shall not preclude the Executive from designating in writing one or more beneficiaries to receive any amount that may be payable after the Executive's death and shall not preclude the legal representative of the Executive's estate from assigning any right hereunder to the person or persons entitled thereto. If the Executive should die while any amounts would still be payable to the Executive hereunder, all such amounts shall be paid in accordance with the terms of this Agreement to the Executive's written designee or, if there be no such designee, to the Executive's estate. This Agreement shall be binding upon and shall inure to the benefit of, and shall be enforceable by, the Executive, the Executive's heirs and legal representatives and the Corporation and its successors. The section headings shall not be taken into account for purposes of the construction of any provision of this Agreement.

5.10 Meaning of Signing This Agreement. By signing this Agreement, Executive expressly acknowledges and agrees that (a) he has carefully read it and fully understands what it means; (b) he has been advised in writing to discuss this Agreement with an independent attorney of his own choosing before signing it and has had a reasonable opportunity to confer with his attorney and has discussed and reviewed this Agreement with his attorney prior to executing it and delivering it to the Corporation; (c) he has had answered to his satisfaction any questions he has with regard to the meaning and significance of any of the provisions of this Agreement; and (d) he has agreed to this Agreement knowingly and voluntarily of his own free will and was not subjected to any undue influence or duress, and assents to all the terms and conditions contained herein with the intent to be bound hereby.

5.11 Compliance with Section 409A. The parties acknowledge and agree that, to the extent applicable, this Agreement shall be interpreted in accordance with, and the parties agree to use their best efforts to achieve timely compliance with, Section 409A of the Code and the Department of Treasury Regulations and other interpretive guidance issued thereunder ("Section 409A"), including without limitation any such regulations or other guidance that may be issued after the Effective Date. Notwithstanding any provision of this Agreement to the contrary, in the event that the Corporation determines that any compensation or benefits payable or provided hereunder may be subject to Section 409A, the Corporation reserves the right (without any obligation to do so or to indemnify the Executive for failure to do so) to adopt such

limited amendments to this Agreement and appropriate policies and procedures, including amendments and policies with retroactive effect, that the Corporation reasonably determines are necessary or appropriate to (a) exempt the compensation and benefits payable under this Agreement from Section 409A and/or preserve the intended tax treatment of the compensation and benefits provided with respect to this Agreement or (b) comply with the requirements of Section 409A.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date and year first above written.

POLO RALPH LAUREN CORPORATION

/s/ Roger Farah

By: Roger Farah  
Title: President & Chief Operating Officer

Date: 10/14/09

/s/ Mitchell Kosh

MITCHELL KOSH

Date: 10/14/09

**SCHEDULE A**

[List Redacted]