

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, DC 20549

FORM 8-K

CURRENT REPORT  
Pursuant to Section 13 or 15(d) of  
the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported):  
August 1, 2016 (July 27, 2016)

**Brown-Forman Corporation**

(Exact Name of Registrant as Specified in its Charter)

Delaware

(State or Other Jurisdiction of Incorporation)

002-26821

(Commission File Number)

61-0143150

(I.R.S. Employer Identification No.)

850 Dixie Highway, Louisville, Kentucky

(Address of Principal Executive Offices)

40210

(Zip Code)

Registrant's telephone number, including area code: (502) 585-1100

Not Applicable

(Former Name or Former Address, if Changed Since Last Report.)

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

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

On July 27, 2016, the Compensation Committee (the "Compensation Committee") of the Board of Directors (the "Board") of Brown-Forman Corporation (the "Company") approved forms of equity award agreements to be used under the Company's 2013 Omnibus Compensation Plan, which are filed as Exhibit 10.1 ( Form of Employee Stock-Settled Stock Appreciation Right Award Agreement ), Exhibit 10.2 ( Form of Performance-Based Restricted Stock Unit Award Agreement (Class A) ) and Exhibit 10.3 ( Form of Performance-Based Restricted Stock Unit Award Agreement (Class B) ) hereto.

**Item 5.07. Submission of Matters to a Vote of Security Holders.**

On July 28, 2016, the Company held its 2016 Annual Meeting of Stockholders (the "Annual Meeting"). The matters submitted to a vote of the Class A common stockholders at the Annual Meeting and the voting results of such matters are as follows:

*Election of Directors*

The Company's Class A common stockholders elected each of the director nominees proposed by the Company's Board of Directors to serve until the next Annual Meeting of Stockholders or until such director's successor is duly elected and qualified. The following is a breakdown of the voting results:

<u>Name of Nominee</u>	<u>For</u>	<u>Against</u>	<u>Abstain</u>	<u>Broker Non-Votes</u>
Patrick Bousquet-Chavanne	77,219,380	254,160	35,254	3,322,749
Campbell P. Brown	76,146,780	1,297,771	64,243	3,322,749
Geo. Garvin Brown IV	76,007,408	1,437,539	63,847	3,322,749
Stuart R. Brown	76,277,499	1,167,379	63,916	3,322,749
Bruce L. Byrnes	77,078,273	362,612	67,909	3,322,749
John D. Cook	76,931,977	507,557	69,260	3,322,749
Marshall B. Farrer	76,113,221	1,327,869	67,704	3,322,749
Laura L. Frazier	74,800,560	1,196,222	1,512,012	3,322,749
Augusta Brown Holland	76,257,291	1,181,875	69,628	3,322,749
Michael J. Roney	77,369,592	104,709	34,493	3,322,749
Michael A. Todman	76,966,118	507,374	35,302	3,322,749
Paul C. Varga	76,241,328	1,200,725	66,741	3,322,749

*Amendment to Restated Certificate of Incorporation*

At the Annual Meeting, the Company's Class A common stockholders also approved an amendment to the Company's Restated Certificate of Incorporation to increase the number of authorized shares of the Company's Class A common stock. The following is a breakdown of the voting results:

<u>For</u>	<u>Against</u>	<u>Abstain</u>
78,645,397	2,121,517	64,629

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**Item 7.01 Regulation FD Disclosure.**

On July 28, 2016, the Company issued a press release commenting on its fiscal 2016 performance and announcing that at its Annual Meeting the Company's Class A common stockholders elected directors for the coming year and approved an amendment to the Company's Restated Certificate of Incorporation to increase the number of authorized shares of the Company's Class A common stock. A copy of this press release is attached hereto as Exhibit 99.1.

The information furnished pursuant to this Item 7.01 (and the related information in Exhibit 99.1) shall not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934 (the "Exchange Act"), as amended, and shall not be deemed to be incorporated by reference in any filing under the Securities Act of 1933, as amended, or the Exchange Act, except as shall be expressly set forth by specific reference in such filing.

**Item 9.01. Financial Statements and Exhibits.***(d) Exhibits*

<u>Exhibit No.</u>	<u>Description</u>
10.1	Form of Employee Stock-Settled Stock Appreciation Right Award Agreement
10.2	Form of Performance-Based Restricted Stock Unit Award Agreement (Class A)
10.3	Form of Performance-Based Restricted Stock Unit Award Agreement (Class B)
99.1	Brown-Forman Corporation Press Release dated July 28, 2016.

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## SIGNATURES

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

### **BROWN-FORMAN CORPORATION**

(Registrant)

Date: August 1, 2016

/s/ Michael E. Carr, Jr.

Michael E. Carr, Jr.

Vice President, Managing Attorney and Assistant Corporate Secretary

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## EXHIBIT INDEX

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99.1	Brown-Forman Corporation Press Release dated July 28, 2016.

**BROWN-FORMAN 2013 OMNIBUS COMPENSATION PLAN  
EMPLOYEE STOCK-SETTLED STOCK APPRECIATION RIGHT AWARD**

*Capitalized terms used below have the definitions assigned to them in the Brown-Forman 2013 Omnibus Compensation Plan (the "Plan"), or as defined herein.*

<b>SUMMARY</b>	
Participant:	
Grant Date:	<b>July 28, 2016</b>
First Exercise Date:	<b>May 1, 2019</b>
Expiration Date:	<b>April 30, 2026</b>
Number of Shares:	
Class of Shares:	<b>Brown-Forman Corporation Class B Common</b>
Grant Price:	<b>\$</b>

THIS AWARD (the "Award"), effective as of the Grant Date shown above, represents the grant of a stock appreciation right under the Plan by Brown-Forman Corporation, a Delaware corporation (the "Company"), to the Participant named above, who is an employee of the Company or an Affiliate.

**1. Grant of Stock Appreciation Right.** The Company hereby grants to the Participant a Stock-Settled Stock Appreciation Right (the "SSAR"), subject to the terms and conditions of the Plan, the Administrative Guidelines to the Plan, and those set forth in this Award.

**2. Value of the SSAR.** The SSAR shall entitle the Participant, upon exercise of the SSAR (in whole or in part), to receive from the Company an amount payable in the form of Class B Common Shares determined by multiplying:

- A) the appreciated value of one Class B Common Share, calculated as the Fair Market Value of one Class B Common Share on the date of exercise minus the Grant Price as shown above; by
- B) the number of Class B Common Shares with respect to which the SSAR is exercised.

**3. Term.** Subject to Section 5 below, the term of this Award is for a period of ten years from the first day of the fiscal year of grant. To exercise the SSAR, the Participant must remain continuously employed by the Company or an Affiliate (the "Employer") for at least three years from the first day of the fiscal year of grant, except as provided in Section 5 below. Assuming continuous employment, the SSAR will become exercisable on the First Exercise Date shown above, and it must be exercised before the close of business on the Expiration Date shown above. Subject to applicable securities laws, if on the last day of the term of this SSAR (or, if earlier, the last date on which this SSAR may be exercised pursuant to Section 5 below) the Fair Market Value of one Share exceeds the Grant Price shown above, the Participant has not exercised the SSAR and the SSAR has not otherwise expired, the SSAR shall be deemed to have been exercised by the Participant on such day and the appropriate number of Shares shall be issued to the Participant in accordance with Sections 2 and 4 hereof, or at such later time as would not violate any applicable securities laws. Notwithstanding anything to the contrary herein, if the Participant is terminated for Cause, as defined in the Plan, the SSAR shall expire immediately as of the date and time that the Participant is notified of the termination and may not be exercised.

**4. Form of Payment.** The Company shall satisfy its obligation upon the Participant's exercise of the SSAR (in whole or in part) in Class B Common Shares based upon the Fair Market Value of the Company's Class B Common Shares on the date of exercise, as determined by the Plan Administrator in accordance with Section 2.21 of the Plan. Notwithstanding the foregoing, no fractional Share shall be distributed in settlement of the SSAR, and any portion of the SSAR which would be settled in a fractional Share shall be treated in such manner as determined by the Committee not to have adverse financial accounting treatment or adverse federal income tax treatment pursuant to IRC Section 409A.

**5. Termination of Employment.** In the event the Participant does not remain continuously employed by the Employer during the term of the SSAR, the following rules will apply:

- A) Retirement. "Retirement" means termination of employment on or after reaching age 55 with at least five (5) full years of service, or on or after reaching age 65 with any service. If the Participant terminates employment by reason of Retirement, this SSAR will continue in force until the earlier of (a) the Expiration Date; or (b) the end of seven years following the date of Retirement; provided however, that if the Participant terminates employment by reason of Retirement during fiscal 2017, the number of Shares subject to this SSAR shall be prorated based upon the number of whole months worked during fiscal 2017 prior to Retirement (out of a 12 month year), with the remaining portion being immediately canceled and forfeited. Retirement does not affect the First Exercise Date of this SSAR.

- B) **Death/Disability.** If the Participant dies or terminates employment due to Disability (“Disability” to be determined by the Plan Administrator in its sole discretion in accordance with Section 2.16 of the Plan), the SSAR will become immediately exercisable (if not already exercisable) and must be exercised by the earlier of (a) the Expiration Date or (b) the end of five years following the date of death or termination of employment due to Disability. If the Participant dies or terminates employment due to Disability during fiscal 2017, the number of Shares with respect to which this SSAR shall become exercisable pursuant to the first sentence of this Section 5(B) shall be prorated based upon the number of whole months worked during fiscal 2017 prior to death/termination of employment due to Disability (out of a 12 month year), with the remaining portion being immediately canceled and forfeited. An exercisable SSAR shall be exercised by the person(s) named as the Participant’s beneficiary(ies), or, if the Participant has not named one or more beneficiaries, by whoever has acquired the Participant’s rights by will or by the laws of descent and distribution.
- C) **Involuntary Termination without Cause.** A SSAR granted to a Participant whose employment is involuntarily terminated by the Employer without Cause will continue in force until the later of (a) twelve months following the date of termination; or (b) twelve months following the First Exercise Date, but no later than the Expiration Date; provided however, that if the Participant’s employment is involuntarily terminated without Cause during fiscal 2017, the number of Shares subject to this SSAR shall be prorated based upon the number of whole months worked during fiscal 2017 prior to termination (out of a 12 month year), with the remaining portion being immediately canceled and forfeited. Involuntary termination without Cause does not affect the First Exercise Date of this SSAR.
- D) **Voluntary Termination.** A SSAR granted to a Participant who terminates employment voluntarily prior to the First Exercise Date shall expire immediately as of the date and time of such termination and may not be exercised. A SSAR granted to a Participant who terminates employment voluntarily on or after the First Exercise Date shall continue in force until the earlier of (a) the Expiration Date or (b) the end of thirty days following the date of termination (provided, however, where necessary, the thirty-day period may be delayed or bifurcated because of required trading black-out periods).

**6. Change in Control or Potential Change in Control.** In the event of a Change in Control, as defined in the Plan, the First Exercise Date and the Participant’s rights with respect to the SSAR shall be governed by the terms of Article 11 of the Plan.

**7. Severance Recipients and Release of Claims .** Notwithstanding the provisions in the Plan or this Award to the contrary, any Participant who is entitled to the extended time for exercise of this SSAR pursuant to Section 5(A) or Section 5(C) and who is also eligible to receive a cash severance payment from the Employer shall, as a condition of being afforded the extended exercise period and of receiving such cash severance payment, be required to execute a general release waiving all claims, if any, arising from the Participant’s employment or termination from employment that such Participant may have against the Employer and its employees, agents and affiliates. The Participant’s failure to execute such a general release or to allow an executed release to become irrevocable in accordance with its terms shall render this Award null and void, and the SSAR shall expire immediately and may not be exercised.

**8. Rights as a Shareholder.** The Participant has no rights as a shareholder (including, but not limited to, the right to receive dividends or dividend equivalents, or to vote on shareholder issues) with respect to Shares potentially available upon exercise of the SSAR. Shareholder rights accrue only to holders of Shares issued and delivered pursuant to exercise of the SSAR.

**9. Restrictions on Transfer.** The SSAR may not be sold, transferred, pledged, assigned, or otherwise alienated or hypothecated, other than by will or by the laws of descent and distribution. Further, the SSAR shall be exercisable during the Participant’s lifetime only by the Participant or the Participant’s duly appointed legal representative.

**10. Recapitalization.** If there is any change in the Company’s Shares through the declaration of Share dividends or extraordinary cash dividends, or through a recapitalization resulting in Share splits, or through merger, consolidation, exchange of Shares, or similar corporate transaction, the Plan Administrator shall adjust the number and class of Shares subject to the SSAR, as well as the Grant Price, or take other action pursuant to Section 4.4 of the Plan to prevent dilution or enlargement of the Participant’s rights.

**11. Beneficiary Designation.** The Participant, if employed in the United States, may, from time to time, name any beneficiary or beneficiaries (who may be named contingently or successively) to whom any benefit under this Award is to be paid in case of his or her death before he or she receives any or all of such benefit. Each such designation shall revoke all prior designations by the Participant, shall be in a form prescribed by the Company, and will be effective only when delivered during the Participant’s lifetime to the Company at its executive offices, addressed to the attention of the Compensation Department in Louisville, Kentucky. Absent a Participant’s proper and timely designation of a beneficiary under this Section 11, any benefit payable under this Award upon the Participant’s death shall be paid to the Participant’s surviving spouse, or, if none, to the Participant’s estate.

**12. Continuation of Employment.** This Award shall not confer upon the Participant any right to continued employment by the Employer, nor shall this Award interfere in any way with the Employer’s right to terminate the Participant’s employment at any time. A transfer of the Participant’s employment between the Employer and any of its subsidiaries, or between any divisions or subsidiaries of the Employer shall not be deemed a termination of employment.

**13. Tax Consequences** . By accepting the SSAR, the Participant acknowledges that (i) he or she understands that upon either the grant or the exercise of the SSAR, he or she may recognize adverse tax consequences, and (ii) he or she understands that the Company may deduct or withhold an amount of Class B Common Shares, or require the Participant to remit cash to the Company, sufficient to satisfy minimum Federal, state, local and foreign taxes (including the Participant's FICA obligation) required by law to be withheld with respect to any exercise of the Participant's rights under this Award. In the case of the Share withholding described in the preceding sentence, the Company may instead choose to withhold an amount of Shares greater than the minimum, up to the amount required to satisfy the Participant's maximum individual tax rate, provided updated accounting standards are in effect that would provide the same treatment for the increased withholding as provided for minimum withholding. The Participant is encouraged to consult with a qualified tax advisor concerning the SSAR.

**14. Data Privacy** . As a condition of the grant of the SSAR, the Participant consents to the collection, use, and transfer of personal data as described in this paragraph. The Participant understands that the Company and its Affiliates hold certain personal information about the Participant, including his or her name, home address and telephone number, date of birth, social security number or equivalent, salary, nationality, job title, ownership interests or directorships held in the Company or its Affiliates, and details of all equity awards or other entitlements to Shares awarded, cancelled, exercised, vested or unvested ("Data"). The Participant further understands that the Company and its Affiliates will transfer Data amongst themselves as necessary for the purposes of implementation, administration, and management of his or her participation in the Plan, and that the Company and any of its Affiliates may each further transfer Data to any third parties assisting the Company in the implementation, administration, and management of the Plan. The Participant authorizes them to receive, possess, use, retain, and transfer such Data as may be required for the administration of the Plan, in electronic or other form, for the purposes of implementing, administering, and managing his or her participation in the Plan, including any requisite transfer to a broker or other third party with whom he or she may elect to deposit any Shares acquired under the Plan. The Participant understands that he or she may, at any time, view such Data or require any necessary amendments to the Data.

**15. Miscellaneous.**

A) This Award and the Participant's rights under it are subject to all the terms and conditions of the Plan, as the same may be amended from time to time, as well as any Administrative Guidelines the Plan Administrator may adopt. The Plan Administrator may impose such restrictions on any Shares acquired pursuant to the exercise of the SSAR as it may deem advisable, including, without limitation, restrictions under applicable Federal securities laws, under the requirements of any stock exchange or market upon which such Shares are then listed and/or traded, and under any blue sky or state securities laws applicable to such Shares. The Plan Administrator in conjunction with the Company's compliance officer may designate periods during which the SSAR may not be exercised by Participants.

The Plan Administrator may, in its sole discretion, administer, construe, and make all determinations necessary or appropriate to the administration of the Plan and the SSAR, all of which shall be binding upon the Participant.

B) Subject to the provisions of the Plan, the Board of Directors may terminate, amend, or modify the Plan; *provided, however* , that no such termination, amendment, or modification of the Plan may in any way adversely affect the Participant's rights under this Award, without the written consent of the Participant.

C) The Participant agrees to take all steps necessary to comply with all applicable Federal and state securities law in exercising his or her rights under this Award.

D) This Award shall be subject to all applicable laws, rules, and regulations, and to such approvals by any governmental agencies or national securities exchanges as may be required.

E) The Company's obligations under the Plan and this Award, with respect to the SSAR, shall bind any successor to the Company, whether succession results from a direct or indirect purchase, merger, consolidation, or otherwise, of all or substantially all of the business and/or assets of the Company.

F) To the extent not preempted by Federal law, this Award shall be governed by, and construed in accordance with, the laws of the State of Delaware.

G) At all times when IRC Section 162(m) applies, all Awards to Designated Executive Officers shall comply with its requirements, unless the Plan Administrator determines that compliance is not desired or necessary for any Award or Awards. To that end, the Plan Administrator may make such adjustments it deems appropriate for a specific Award or Awards.

H) This Award is subject to the terms of the Plan and Administrative Guidelines promulgated under it from time to time. In the event of a conflict between this document and the Plan, the Plan document as well as any determinations made by the Plan Administrator as authorized by the Plan document, shall govern.

I) In addition, the Participant agrees that the SSAR shall be administered and settled as required for the SSAR to be deemed not to be deferred compensation subject to the provisions of IRC Section 409A or the Treasury Regulations promulgated thereunder. Although

the Company intends to take such actions so as to allow the Award to avoid adverse tax treatment pursuant to Section 409A of the Code and otherwise, the Company makes no representation to that effect and expressly disavows any covenant to maintain favorable or avoid unfavorable tax treatment. The Company shall be unconstrained in its corporate activities without regard to the potential negative tax impact on the Participant.

- J) THIS AWARD IS SUBJECT TO THE BROWN-FORMAN CORPORATION INCENTIVE COMPENSATION RECOUPMENT POLICY. BY ACCEPTING THIS GRANT, THE UNDERSIGNED ACKNOWLEDGES THAT HE OR SHE HAS BEEN PROVIDED WITH A COPY OF SUCH INCENTIVE COMPENSATION RECOUPMENT POLICY AND UNDERSTANDS THE TERMS AND CONDITIONS THEREOF.

This Award is subject to the terms and conditions of this Agreement .

BROWN-FORMAN CORPORATION

By: Kirsten Hawley  
Senior Vice President,  
Chief Human Resources Officer

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2017 Form

**BROWN-FORMAN**  
**2013 OMNIBUS COMPENSATION PLAN**  
**PERFORMANCE-BASED RESTRICTED STOCK UNIT AWARD**

<b>SUMMARY</b>	
Participant:	
Award Date:	<b>July 28, 2016</b>
Performance Period	<b>May 1, 2016 through April 30, 2019</b>
Target Number of RSUs:	
Threshold Number of RSUs:	<b>50% of Target</b>
Maximum Number of RSUs:	<b>150% of Target</b>

THIS AWARD, effective as of the Award Date set forth above, represents a grant of Restricted Stock Units (“*RSUs*”), by Brown-Forman Corporation, a Delaware corporation (the “*Company*”), under the Company’s 2013 Omnibus Compensation Plan (the “*Plan*”) to the employee of the Company or an Affiliate named above (“*Participant*”). Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Plan.

**1. Grant of Restricted Stock Units.** The Company hereby grants to the Participant that number of RSUs set forth in the table above. Each RSU represents the right to receive one share of the Company’s Class A Common Stock, \$0.15 par value per share, subject to the additional terms and conditions set forth in this Performance-Based Restricted Stock Unit Award (the “*Award*”) and the Plan. The RSUs are granted pursuant to Section 7.3 of the Plan as “market value units” (“*MVUs*”), and for purposes of the Plan, shall be designated and treated as MVUs under the Plan.

**2. Performance-Based Vesting.** The number of Shares, if any, that may be issued pursuant to the terms of this Award will be calculated based on the attainment, as determined by the Committee, of the performance goals described in Exhibit A to this Award (the “*Performance Goals*”) over the Performance Period, which number of Shares may be equal to all or a portion, including none, of the Maximum Number of RSUs set forth above. Promptly following the completion of the Performance Period (and no later than 75 days following the end of the Performance Period), the Committee will review and certify in writing (i) whether, and to what extent, the Performance Goals for the Performance Period have been achieved, and (ii) the number of RSUs (rounded up to the nearest whole number), if any, that will vest (or, in the case of vesting under Section 4.1 or Section 4.3, will be eligible to vest) as of the date of such certification (the “*Certification Date*”), based on the extent to which the Performance Goals have been satisfied (any such number of RSUs, the “*Realized RSUs*”). To the extent the minimum Performance Goals are not achieved for the Performance Period, the Participant will forfeit all of the RSUs as of the Certification Date, except as otherwise provided in this Award. Furthermore, notwithstanding achievement of the Performance Goals at the minimum level or above for the Performance Period, the Committee reserves the right to adjust the Realized RSUs downward, including to zero, in its sole discretion. The Committee’s determinations pursuant to this Section 2 shall be final, conclusive and binding.

**3. Forfeiture.** A Participant may not vest in a number of RSUs in excess of the Realized RSUs. Accordingly, any RSUs that do not become Realized RSUs in accordance with Section 2 shall be forfeited and immediately cancelled as of the Certification Date. In addition, except as provided in Section 4 or in Section 5 below, the Participant must remain continuously employed by the Company or an Affiliate (the “*Employer*”) from the Award Date and extending through to the last day of the Performance Period in order to vest in the Realized RSUs. Accordingly, if the Participant remains continuously employed by the Employer through the last day of the Performance Period, the Participant shall vest in the Realized RSUs on the Certification Date. If the Participant terminates employment with the Employer prior to the last day of the Performance Period, unless otherwise provided in Section 4 or in Section 5, such Participant will forfeit all right, title and interest in the RSUs. If Section 4 or 5 below applies to the Participant and the Participant becomes vested in a pro-rated number of Realized RSU or pro-rated Target Number of RSUs, the balance of the Award that does not thereby become vested shall be forfeited and immediately canceled.

Notwithstanding anything to the contrary herein, if the Participant is terminated by the Company for Cause, whether or not during or following the Performance Period, then the Award shall be immediately forfeited and no RSUs shall become vested on the Certification Date.

**4. Termination of Employment.** In the event the Participant does not remain continuously employed by the Employer until the last day of the Performance Period, the following rules will apply:

4.1 Retirement. If the Participant terminates employment by reason of Retirement during the first fiscal year of the Performance Period, (i) the Participant’s RSUs shall continue until the Certification Date as if such Participant continued to be employed by the Employer, and (ii) if the Committee’s certification of the Performance Goals on the Certification Date produces Realized RSUs, then the Participant shall vest in a pro-rated number of the Realized RSUs on the Certification Date. For purposes of the preceding sentence, in determining the Participant’s pro-rated Realized RSUs, the Participant’s Realized RSUs shall be reduced to the number of RSUs determined by multiplying

the total Realized RSUs under the Award by a fraction, the numerator of which is the number of whole months worked during the first fiscal year of the Performance Period prior to the Participant's Retirement and the denominator of which is 12. If the Participant terminates employment by reason of Retirement during the second or third fiscal years of the Performance Period, (i) the Participant's RSUs shall continue until the Certification Date as if such Participant continued to be employed by the Employer, and (ii) if the Committee's certification of the Performance Goals on the Certification Date produces Realized RSUs, then the Participant shall vest in such Realized RSUs (without proration) on the Certification Date. For purposes of this Section 4.1, "Retirement" means termination of employment, other than by the Employer for Cause, on or after reaching age 55 with at least five (5) full years of service, or on or after reaching age 65 with any amount of service.

4.2 Death/Disability. If the Participant terminates employment by reason of death or Disability during the first fiscal year of the Performance Period, the Participant shall immediately vest in a pro-rated Target Number of RSUs. For purposes of the preceding sentence, in determining the Participant's pro-rated Target Number of RSUs, the Target Number of RSUs shall be reduced to the number of RSUs determined by multiplying the Participant's Target Number of RSUs by a fraction, the numerator of which is the number of whole months worked during the first fiscal year of the Performance Period prior to the Participant's termination and the denominator of which is 12. If the Participant terminates employment by reason of death or Disability during the second or third fiscal years of the Performance Period, the Participant shall immediately vest in the Target Number of RSUs. For purposes of this Section 4.2, "Disability" shall be determined by the Plan Administrator in its sole discretion, in accordance with Section 2.16 of the Plan.

4.3 Involuntary Termination without Cause. If the Participant is involuntarily terminated by the Employer without Cause during the first fiscal year of the Performance Period, (i) the Participant's RSUs shall continue until the Certification Date as if such Participant continued to be employed by the Employer, and (ii) if the Committee's certification of the Performance Goals on the Certification Date produces Realized RSUs, then the Participant shall vest in a pro-rated number of the Realized RSUs on the Certification Date. For purposes of the preceding sentence, in determining the Participant's pro-rated Realized RSUs, the Participant's Realized RSUs shall be reduced to the number of RSUs determined by multiplying the total Realized RSUs under the Award by a fraction, the numerator of which is the number of whole months worked during the first fiscal year of the Performance Period prior to the Participant's involuntary termination without Cause and the denominator of which is 12. If the Participant is involuntarily terminated by the Employer without Cause during the second or third fiscal years of the Performance Period, (i) the Participant's RSUs shall continue until the Certification Date as if such Participant continued to be employed by the Employer, and (ii) if the Committee's certification of the Performance Goals on the Certification Date produces Realized RSUs, then the Participant shall vest in such Realized RSUs (without proration) on the Certification Date.

**5. Change in Control.** Upon the occurrence of a Change in Control, as defined in the Plan, the RSUs shall be treated in accordance with Article 11 of the Plan; provided however, that if within one year following a Change of Control, a termination of employment by the Employer without Cause or by the Participant within 60 days after an event constituting a Constructive Discharge occurs during the Performance Period, the Participant shall immediately vest in the Target Number of RSUs, or if the Participant's termination of employment occurs in the first fiscal year of the Performance Period, shall vest in a pro-rated Target Number of RSUs, determined by multiplying the Target Number of RSUs by a fraction, the numerator of which is the number of months worked during the first fiscal year of the Performance Period prior to the Participant's termination of employment and the denominator of which is 12.

**6. Severance Recipients and Release of Claims.** Notwithstanding the provisions in the Plan or this Award to the contrary, any Participant who otherwise would become vested in any portion of the RSU Award pursuant to Section 4.1, Section 4.2 or Section 4.3, and who is also eligible to receive a cash severance payment from the Employer, shall, as a condition of becoming so vested, receiving the Shares which are to be delivered pursuant to this Award and receiving such cash severance payment, be required to execute a general release waiving all claims, if any, arising from the Participant's employment or termination from employment that such Participant may have against the Employer and its employees, agents and affiliates. The Participant's failure to execute such a general release or to allow an executed release to become irrevocable in accordance with its terms shall render this Award null and void, and the RSUs hereunder shall be forfeited and immediately canceled.

**7. Issuance of Shares; Delivery; Holding Period.** The issuance of the Shares with respect to the Participant's vested RSUs, if any, will be evidenced in such manner as the Company, in its discretion, deems appropriate, including, without limitation, book entry, registration or issuance of one or more share certificates. The number of shares of the Company's Class A Common Stock represented by the Participant's vested RSUs, if any, will be delivered to the Participant within sixty (60) days of vesting, with the delivery date within such period to be determined by the Company in its sole discretion; *provided, however*, that, except as provided in Section 13 (in respect of tax withholding) or unless the Participant terminates employment by reason of death or Disability, the Shares shall be subject to a mandatory one-year holding period, pursuant to which the Shares may not be sold, transferred, pledged, assigned, or otherwise alienated or hypothecated by the Participant, other than by will or by the laws of descent and distribution.

**8. Rights as a Stockholder.** The Participant has no rights as a stockholder, including, but not limited to, the right to receive regular quarterly dividends or dividend equivalents or to vote on stockholder issues, with respect to the RSUs. Stockholder rights accrue only upon the delivery of the Shares subsequent to the vesting of the RSUs in accordance with the terms of this Award. However, dividend equivalents will be accrued on the Award if and to the extent the Company declares an ordinary cash or stock dividend on the shares of Class A Common Stock during either the second fiscal year or third fiscal year of the Performance Period based on the dividend yields for each such year as determined by the Committee in its sole discretion, and the number of vested Shares delivered to the Participant in respect of the Realized

RSUs shall be increased to reflect such dividend equivalents. In addition, if, after the last day of the Performance Period the Company declares an ordinary cash or stock dividend on the shares of Class A Common Stock, and the record date for such dividend precedes delivery of the vested Shares to the Participant in respect of the Realized RSUs, then the Participant shall be entitled to a cash payment in an amount equivalent in value of the dividends that would have been payable to the Participant for each Share delivered to the Participant under this Award upon delivery of Participant's vested Shares.

**9. Non-Transferability of RSUs.** Until the delivery of the Shares with respect to the RSUs in accordance with terms of this Award (which Shares shall be subject to the holding-period requirement of Section 7), the RSUs may not be sold, transferred, pledged, assigned, or otherwise alienated or hypothecated by the Participant. Any attempt by the Participant to do so shall render this Award null and void, and the RSUs thereunder shall be forfeited and immediately cancelled.

**10. Recapitalization.** If there is any change in the Company's equity capitalization through the declaration of stock dividends, a recapitalization, stock splits, or through merger, consolidation, exchange of Shares, or otherwise, or in the event of an extraordinary dividend or other corporate transaction, the Plan Administrator shall adjust the number and class of Shares subject to this Award (including by making a different kind or class of securities subject to the Award), or take other action pursuant to Section 4.4 of the Plan, to prevent dilution or enlargement of the Participant's rights.

**11. Beneficiary Designation.** The Participant, if employed in the United States, may, from time to time, name any beneficiary or beneficiaries (who may be named contingently or successively) to whom any benefit under this Award is to be paid in case of his or her death before he or she receives any vested benefit. Each such designation shall revoke all prior designations by the Participant, shall be in a form prescribed by the Company, and will be effective only when delivered during the Participant's lifetime to the Company at its executive offices, addressed to the attention of the Compensation Department in Louisville, Kentucky. Absent a Participant's proper and timely designation of a beneficiary under this Section 11, any vested benefit payable under this Award upon the Participant's death shall be paid to the Participant's surviving spouse, or, if none, to the Participant's estate.

**12. Continuation of Employment.** This Award shall not confer upon the Participant any right to continued employment by the Employer, nor shall this Award interfere in any way with the Employer's right to terminate the Participant's employment at any time. A transfer of the Participant's employment between the Employer and any of its subsidiaries, or between any divisions or subsidiaries of the Employer shall not be deemed a termination of employment for purposes of the vesting of the RSUs.

**13. Tax Consequences.** By accepting this Award, the Participant acknowledges that (i) the Participant (and not the Company) shall be responsible for any tax liability that may arise as a result of this Award and/or its vesting and the issuance of Class A Common Stock in connection therewith; (ii) he or she understands that the Company may deduct or withhold an amount of Class A Common Stock, not to exceed 50% of the fair market value of the Class A Common Stock to be delivered pursuant to the vesting of this Award, or require the Participant to remit cash to the Company, sufficient to, except as next described, satisfy the minimum Federal, state, local and foreign taxes (including the Participant's FICA obligation) required by law to be withheld with respect to the delivery of Shares pursuant to the vesting of this Award and/or delivery of Class A Common Stock as a result of vesting; and (iii) he or she is encouraged to consult with a qualified tax advisor concerning the RSUs. In the case of the Share withholding described in the preceding sentence, the Company may instead choose to withhold an amount of Shares greater than the minimum, up to the amount required to satisfy the Participant's maximum individual tax rate, provided updated accounting standards are in effect that would provide the same treatment for the increased withholding as provided for minimum withholding. In addition, the Committee, in its sole discretion, may permit the Participant to enter into a "same day sale" commitment with a broker-dealer that is a member of the Financial Industry Regulatory Authority (a "FINRA Dealer"), whereby the Participant irrevocably elects to sell a portion of the Shares to be delivered pursuant to the vesting of this Award, not to exceed 50% of the fair market value of the Class A Common Stock, to satisfy withholding obligations and whereby the FINRA Dealer irrevocably commits to forward the proceeds necessary to satisfy the withholding obligations directly to the Company. The holding-period requirement of Section 7 shall not apply to any broker-assisted satisfaction of the withholding obligations described in the preceding sentence.

**14. Data Privacy.** As a condition of the grant of the RSUs, the Participant consents to the collection, use, and transfer of personal data as described in this paragraph. The Participant understands that the Company and its Affiliates hold certain personal information about the Participant, including his or her name, home address and telephone number, date of birth, social security number or equivalent, salary, nationality, job title, ownership interests or directorships held in the Company or its Affiliates, and details of all equity awards or other entitlements to Shares awarded, cancelled, exercised, vested or unvested ("Data"). The Participant further understands that the Company and its Affiliates will transfer Data amongst themselves as necessary for the purposes of implementation, administration, and management of his or her participation in the Plan, and that the Company and any of its Affiliates may each further transfer Data to any third parties assisting the Company in the implementation, administration, and management of the Plan. The Participant authorizes them to receive, possess, use, retain, and transfer such Data as may be required for the administration of the Plan or the subsequent holding of Shares on his or her behalf, in electronic or other form, for the purposes of implementing, administering, and managing his or her participation in the Plan, including any requisite transfer to a broker or other third party with whom he or she may elect to deposit any Shares acquired under the Plan. The Participant understands that he or she may, at any time, view such Data or require any necessary amendments to the Data.

**15. Miscellaneous.**

15.1 This Award and the Participant's rights under it are subject to all the terms and conditions of the Plan, as the same may be amended from time to time, as well as to such rules as the Plan Administrator may adopt. The Plan Administrator may, in its sole discretion, administer, construe, and make all determinations necessary or appropriate to the administration of the Plan and the RSUs, all of which shall be binding upon the Participant.

15.2 Subject to the provisions of the Plan and any applicable law (including Section 409A of the Code), the Board of Directors may terminate, amend, or modify the Plan; provided, however, that no such termination, amendment, or modification of the Plan may in any way adversely affect the Participant's rights under this Award, without the written consent of the Participant.

15.3 This Award shall be subject to all applicable laws, rules, and regulations, and to such approvals by any governmental agencies or national securities exchanges as may be required. The Participant agrees to take all steps necessary to comply with all Federal and state securities laws applicable to this Award.

15.4 The Company's obligations under the Plan and this Award shall bind any successor to the Company, whether succession results from a direct or indirect purchase, merger, consolidation, or otherwise, of all or substantially all of the business and/or assets of the Company.

15.5 To the extent not preempted by Federal law, this Award shall be governed by, and construed in accordance with, the laws of the State of Delaware.

15.6 This Award is subject to the terms of the Plan and Administrative Guidelines promulgated under it from time to time. In the event of a conflict between this document and the Plan, the Plan as well as any determinations made by the Plan Administrator as authorized by the Plan, shall govern.

15.7 The parties acknowledge and agree that, to the extent applicable, this Award shall be interpreted in accordance with, and the parties agree to use their best efforts to achieve timely compliance with or exemption from, Section 409A of the Code and the Treasury Regulations and other interpretive guidance issued thereunder, including without limitation any such regulations or other guidance that may be issued after the Grant Date. Notwithstanding any provision of this Award to the contrary, in the event that the Company determines that any compensation or benefits payable or provided under this Award may be subject to Section 409A of the Code, the Company may adopt such limited amendments to this Award and appropriate policies and procedures, including amendments and policies with retroactive effect, that the Company reasonably determines are necessary or appropriate to (i) exempt the compensation and benefits payable under this Award from Section 409A of the Code and/or preserve the intended tax treatment of the compensation and benefits provided with respect to this Award or (ii) comply with the requirements of Section 409A of the Code. Although the Company intends to take such actions so as to allow the Award to avoid adverse tax treatment pursuant to Section 409A of the Code and otherwise, the Company makes no representation to that effect and expressly disavows any covenant to maintain favorable or avoid unfavorable tax treatment. The Company shall be unconstrained in its corporate activities without regard to the potential negative tax impact on the Participant.

15.8 Notwithstanding any other provision of this Award, to the extent the delivery of the Shares represented by this Award is treated as non-qualified deferred compensation subject to Section 409A of the Code, then (a) no delivery of such shares shall be made upon a Participant's termination of employment unless such termination of employment constitutes a "separation from service" within the meaning of Section 1.409A-1(h) of the Treasury Regulations and (b) if the Participant is deemed at the time of his termination of employment to be a "specified employee" for purposes of Section 409A(a)(2)(B)(i) of the Code, then to the extent delayed delivery of the Shares to which the Participant is entitled under this Award, and which is deliverable to the Participant due to his or her termination of employment, is required in order to avoid a prohibited distribution under Section 409A(a)(2)(B)(i) of the Code, such delivery of shares shall not be made to the Participant prior to the earlier of (x) the expiration of the six-month period measured from the date of the Participant's "separation from service" with the Employer (as such term is defined in Section 1.409A-1(h) of the Treasury Regulations) or (y) the date of the Participant's death. The determination of whether the Participant is a "specified employee" for purposes of Section 409A(a)(2)(B)(i) of the Code as of the time of his separation from service shall be made by the Company in accordance with the terms of Section 409A of the Code and applicable guidance thereunder (including without limitation Section 1.409A-1(i) of the Treasury Regulations and any successor provision thereto).

15.9 THIS AWARD IS SUBJECT TO THE BROWN-FORMAN CORPORATION INCENTIVE COMPENSATION RECOUPMENT POLICY. BY ACCEPTING THIS GRANT, THE PARTICIPANT ACKNOWLEDGES THAT HE OR SHE HAS BEEN PROVIDED WITH A COPY OF SUCH INCENTIVE COMPENSATION RECOUPMENT POLICY AND UNDERSTANDS THE TERMS AND CONDITIONS THEREOF.

This Award is subject to the terms and conditions of this Agreement.

BROWN-FORMAN CORPORATION

By: Kirsten Hawley  
Senior Vice President,  
Chief Human Resources Officer

**EXHIBIT A**  
**PERFORMANCE GOALS**

The number of Realized RSUs will be determined based on the Company's total shareholder return relative to its peer companies. Specifically, the Peer Group Relative Performance during the Performance Period shall determine the percentage of Target Number of RSUs that become Realized RSUs, as described in the table below:

<b>Peer Group Relative Performance</b>	<b>Percentage of Target Number of RSUs that become Realized RSUs</b>
30 <sup>th</sup> percentile or below	50%
55 <sup>th</sup> percentile	100%
80 <sup>th</sup> percentile	150%

Performance between the indicated percentiles of Peer Group Relative Performance will be determined using linear interpolation.

Notwithstanding the foregoing, if, as of close of the Performance Period, the Company fails to achieve its adjusted operating income metric determined by the Compensation Committee at or prior to the Award Date in respect of the Performance Period, the number of Realized RSUs shall equal zero (0) ( *i.e.* . no RSUs shall vest pursuant to the Award).

***Definitions***

“ *Company TSR Percentage* ” means the compounded annual growth rate, expressed as a percentage (rounded to the nearest tenth of a percent (0.1%)), in the value per share of Class B Common Stock during the Performance Period due to the appreciation in the price per share of Class B Common Stock and dividends declared during the Performance Period, assuming dividends are reinvested. In determining the starting and ending prices per share to perform the calculation in the preceding sentence, the average price per share for the 60 trading days immediately prior to the first and last days of the Performance Period, as applicable, shall be used.

“ *Peer Group Companies* ” shall mean the companies constituting the Standard & Poor's Consumer Staples Index.

“ *Peer Group Relative Performance* ” means the Company TSR Percentage compared to the Peer Group TSR Percentages, expressed as a percentile ranking against the Peer Group Companies.

“ *Peer Group TSR Percentage* ” means the compounded annual growth rate, expressed as a percentage (rounded to the nearest tenth of a percent (0.1%)), of each of the Peer Group Companies during the Performance Period, calculated in a manner consistent with the Company TSR Percentage from publicly available information.

**BROWN-FORMAN**  
**2013 OMNIBUS COMPENSATION PLAN**  
**PERFORMANCE-BASED RESTRICTED STOCK UNIT AWARD**

<b>SUMMARY</b>	
Participant:	
Award Date:	<b>July 28, 2016</b>
Performance Period	<b>May 1, 2016 through April 30, 2019</b>
Target Number of RSUs:	
Threshold Number of RSUs:	<b>50% of Target</b>
Maximum Number of RSUs:	<b>150% of Target</b>

THIS AWARD, effective as of the Award Date set forth above, represents a grant of Restricted Stock Units (“*RSUs*”), by Brown-Forman Corporation, a Delaware corporation (the “*Company*”), under the Company’s 2013 Omnibus Compensation Plan (the “*Plan*”) to the employee of the Company or an Affiliate named above (“*Participant*”). Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Plan.

**1. Grant of Restricted Stock Units.** The Company hereby grants to the Participant that number of RSUs set forth in the table above. Each RSU represents the right to receive one share of the Company’s Class B Common Stock, \$0.15 par value per share, subject to the additional terms and conditions set forth in this Performance-Based Restricted Stock Unit Award (the “*Award*”) and the Plan. The RSUs are granted pursuant to Section 7.3 of the Plan as “market value units” (“*MVUs*”), and for purposes of the Plan, shall be designated and treated as MVUs under the Plan.

**2. Performance-Based Vesting.** The number of Shares, if any, that may be issued pursuant to the terms of this Award will be calculated based on the attainment, as determined by the Committee, of the performance goals described in Exhibit A to this Award (the “*Performance Goals*”) over the Performance Period, which number of Shares may be equal to all or a portion, including none, of the Maximum Number of RSUs set forth above. Promptly following the completion of the Performance Period (and no later than 75 days following the end of the Performance Period), the Committee will review and certify in writing (i) whether, and to what extent, the Performance Goals for the Performance Period have been achieved, and (ii) the number of RSUs (rounded up to the nearest whole number), if any, that will vest (or, in the case of vesting under Section 4.1 or Section 4.3, will be eligible to vest) as of the date of such certification (the “*Certification Date*”), based on the extent to which the Performance Goals have been satisfied (any such number of RSUs, the “*Realized RSUs*”). Furthermore, notwithstanding achievement of the Performance Goals at the minimum level or above for the Performance Period, the Committee reserves the right to adjust the Realized RSUs downward, including to zero, in its sole discretion. The Committee’s determinations pursuant to this Section 2 shall be final, conclusive and binding.

**3. Forfeiture.** A Participant may not vest in a number of RSUs in excess of the Realized RSUs. Accordingly, any RSUs that do not become Realized RSUs in accordance with Section 2 shall be forfeited and immediately cancelled as of the Certification Date. In addition, except as provided in Section 4 or in Section 5 below, the Participant must remain continuously employed by the Company or an Affiliate (the “*Employer*”) from the Award Date and extending through to the last day of the Performance Period in order to vest in the Realized RSUs. Accordingly, if the Participant remains continuously employed by the Employer through the last day of the Performance Period, the Participant shall vest in the Realized RSUs on the Certification Date. If the Participant terminates employment with the Employer prior to the last day of the Performance Period, unless otherwise provided in Section 4 or in Section 5, such Participant will forfeit all right, title and interest in the RSUs. If Section 4 or 5 below applies to the Participant and the Participant becomes vested in a pro-rated number of Realized RSU or pro-rated Target Number of RSUs, the balance of the Award that does not thereby become vested shall be forfeited and immediately canceled.

Notwithstanding anything to the contrary herein, if the Participant is terminated by the Company for Cause, whether or not during or following the Performance Period, then the Award shall be immediately forfeited and no RSUs shall become vested on the Certification Date.

**4. Termination of Employment.** In the event the Participant does not remain continuously employed by the Employer until the last day of the Performance Period, the following rules will apply:

4.1 **Retirement.** If the Participant terminates employment by reason of Retirement during the first fiscal year of the Performance Period, (i) the Participant’s RSUs shall continue until the Certification Date as if such Participant continued to be employed by the Employer, and (ii) if the Committee’s certification of the Performance Goals on the Certification Date produces Realized RSUs, then the Participant shall vest in a pro-rated number of the Realized RSUs on the Certification Date. For purposes of the preceding sentence, in determining the Participant’s pro-rated Realized RSUs, the Participant’s Realized RSUs shall be reduced to the number of RSUs determined by multiplying the total Realized RSUs under the Award by a fraction, the numerator of which is the number of whole months worked during the first fiscal

year of the Performance Period prior to the Participant's Retirement and the denominator of which is 12. If the Participant terminates employment by reason of Retirement during the second or third fiscal years of the Performance Period, (i) the Participant's RSUs shall continue until the Certification Date as if such Participant continued to be employed by the Employer, and (ii) if the Committee's certification of the Performance Goals on the Certification Date produces Realized RSUs, then the Participant shall vest in such Realized RSUs (without proration) on the Certification Date. For purposes of this Section 4.1, "Retirement" means termination of employment, other than by the Employer for Cause, on or after reaching age 55 with at least five (5) full years of service, or on or after reaching age 65 with any amount of service.

**4.2. Death/Disability.** If the Participant terminates employment by reason of death or Disability during the first fiscal year of the Performance Period, the Participant shall immediately vest in a pro-rated Target Number of RSUs. For purposes of the preceding sentence, in determining the Participant's pro-rated Target Number of RSUs, the Target Number of RSUs shall be reduced to the number of RSUs determined by multiplying the Participant's Target Number of RSUs by a fraction, the numerator of which is the number of whole months worked during the first fiscal year of the Performance Period prior to the Participant's termination and the denominator of which is 12. If the Participant terminates employment by reason of death or Disability during the second or third fiscal years of the Performance Period, the Participant shall immediately vest in the Target Number of RSUs. For purposes of this Section 4.2, "Disability" shall be determined by the Plan Administrator in its sole discretion, in accordance with Section 2.16 of the Plan.

**4.3. Involuntary Termination without Cause.** If the Participant is involuntarily terminated by the Employer without Cause during the first fiscal year of the Performance Period, (i) the Participant's RSUs shall continue until the Certification Date as if such Participant continued to be employed by the Employer, and (ii) if the Committee's certification of the Performance Goals on the Certification Date produces Realized RSUs, then the Participant shall vest in a pro-rated number of the Realized RSUs on the Certification Date. For purposes of the preceding sentence, in determining the Participant's pro-rated Realized RSUs, the Participant's Realized RSUs shall be reduced to the number of RSUs determined by multiplying the total Realized RSUs under the Award by a fraction, the numerator of which is the number of whole months worked during the first fiscal year of the Performance Period prior to the Participant's involuntary termination without Cause and the denominator of which is 12. If the Participant is involuntarily terminated by the Employer without Cause during the second or third fiscal years of the Performance Period, (i) the Participant's RSUs shall continue until the Certification Date as if such Participant continued to be employed by the Employer, and (ii) if the Committee's certification of the Performance Goals on the Certification Date produces Realized RSUs, then the Participant shall vest in such Realized RSUs (without proration) on the Certification Date.

**5. Change in Control.** Upon the occurrence of a Change in Control, as defined in the Plan, the RSUs shall be treated in accordance with Article 11 of the Plan; provided however, that if within one year following a Change of Control, a termination of employment by the Employer without Cause or by the Participant within 60 days after an event constituting a Constructive Discharge occurs during the Performance Period, the Participant shall immediately vest in the Target Number of RSUs, or if the Participant's termination of employment occurs in the first fiscal year of the Performance Period, shall vest in a pro-rated Target Number of RSUs, determined by multiplying the Target Number of RSUs by a fraction, the numerator of which is the number of months worked during the first fiscal year of the Performance Period prior to the Participant's termination of employment and the denominator of which is 12.

**6. Severance Recipients and Release of Claims.** Notwithstanding the provisions in the Plan or this Award to the contrary, any Participant who otherwise would become vested in any portion of the RSU Award pursuant to Section 4.1, Section 4.2 or Section 4.3, and who is also eligible to receive a cash severance payment from the Employer, shall, as a condition of becoming so vested, receiving the Shares which are to be delivered pursuant to this Award and receiving such cash severance payment, be required to execute a general release waiving all claims, if any, arising from the Participant's employment or termination from employment that such Participant may have against the Employer and its employees, agents and affiliates. The Participant's failure to execute such a general release or to allow an executed release to become irrevocable in accordance with its terms shall render this Award null and void, and the RSUs hereunder shall be forfeited and immediately canceled.

**7. Issuance of Shares; Delivery; Holding Period.** The issuance of the Shares with respect to the Participant's vested RSUs, if any, will be evidenced in such manner as the Company, in its discretion, deems appropriate, including, without limitation, book entry, registration or issuance of one or more share certificates. The number of shares of the Company's Class B Common Stock represented by the Participant's vested RSUs, if any, will be delivered to the Participant within sixty (60) days of vesting, with the delivery date within such period to be determined by the Company in its sole discretion; *provided, however*, that, except as provided in Section 13 (in respect of tax withholding) or unless the Participant terminates employment by reason of death or Disability, the Shares shall be subject to a mandatory one-year holding period, pursuant to which the Shares may not be sold, transferred, pledged, assigned, or otherwise alienated or hypothecated by the Participant, other than by will or by the laws of descent and distribution.

**8. Rights as a Stockholder.** The Participant has no rights as a stockholder, including, but not limited to, the right to receive regular quarterly dividends or dividend equivalents or to vote on stockholder issues, with respect to the RSUs. Stockholder rights accrue only upon the delivery of the Shares subsequent to the vesting of the RSUs in accordance with the terms of this Award. However, dividend equivalents will be accrued on the Award if and to the extent the Company declares an ordinary cash or stock dividend on the shares of Class B Common Stock during either the second fiscal year or third fiscal year of the Performance Period based on the dividend yields for each such year as determined by the Committee in its sole discretion, and the number of vested Shares delivered to the Participant in respect of the Realized RSUs shall be increased to reflect such dividend equivalents. In addition, if, after the last day of the Performance Period the Company

declares an ordinary cash or stock dividend on the shares of Class B Common Stock, and the record date for such dividend precedes delivery of the vested Shares to the Participant in respect of the Realized RSUs, then the Participant shall be entitled to a cash payment in an amount equivalent in value of the dividends that would have been payable to the Participant for each Share delivered to the Participant under this Award upon delivery of Participant's vested Shares.

**9. Non-Transferability of RSUs.** Until the delivery of the Shares with respect to the RSUs in accordance with terms of this Award (which Shares shall be subject to the holding-period requirement of Section 7), the RSUs may not be sold, transferred, pledged, assigned, or otherwise alienated or hypothecated by the Participant. Any attempt by the Participant to do so shall render this Award null and void, and the RSUs thereunder shall be forfeited and immediately cancelled.

**10. Recapitalization.** If there is any change in the Company's equity capitalization through the declaration of stock dividends, a recapitalization, stock splits, or through merger, consolidation, exchange of Shares, or otherwise, or in the event of an extraordinary dividend or other corporate transaction, the Plan Administrator shall adjust the number and class of Shares subject to this Award (including by making a different kind or class of securities subject to the Award), or take other action pursuant to Section 4.4 of the Plan, to prevent dilution or enlargement of the Participant's rights.

**11. Beneficiary Designation.** The Participant, if employed in the United States, may, from time to time, name any beneficiary or beneficiaries (who may be named contingently or successively) to whom any benefit under this Award is to be paid in case of his or her death before he or she receives any vested benefit. Each such designation shall revoke all prior designations by the Participant, shall be in a form prescribed by the Company, and will be effective only when delivered during the Participant's lifetime to the Company at its executive offices, addressed to the attention of the Compensation Department in Louisville, Kentucky. Absent a Participant's proper and timely designation of a beneficiary under this Section 11, any vested benefit payable under this Award upon the Participant's death shall be paid to the Participant's surviving spouse, or, if none, to the Participant's estate.

**12. Continuation of Employment.** This Award shall not confer upon the Participant any right to continued employment by the Employer, nor shall this Award interfere in any way with the Employer's right to terminate the Participant's employment at any time. A transfer of the Participant's employment between the Employer and any of its subsidiaries, or between any divisions or subsidiaries of the Employer shall not be deemed a termination of employment for purposes of the vesting of the RSUs.

**13. Tax Consequences.** By accepting this Award, the Participant acknowledges that (i) the Participant (and not the Company) shall be responsible for any tax liability that may arise as a result of this Award and/or its vesting and the issuance of Class B Common Stock in connection therewith; (ii) he or she understands that the Company may deduct or withhold an amount of Class B Common Stock, not to exceed 50% of the fair market value of the Class B Common Stock to be delivered pursuant to the vesting of this Award, or require the Participant to remit cash to the Company, sufficient to, except as next described, satisfy the minimum Federal, state, local and foreign taxes (including the Participant's FICA obligation) required by law to be withheld with respect to the delivery of Shares pursuant to the vesting of this Award and/or delivery of Class B Common Stock as a result of vesting; and (iii) he or she is encouraged to consult with a qualified tax advisor concerning the RSUs. In the case of the Share withholding described in the preceding sentence, the Company may instead choose to withhold an amount of Shares greater than the minimum, up to the amount required to satisfy the Participant's maximum individual tax rate, provided updated accounting standards are in effect that would provide the same treatment for the increased withholding as provided for minimum withholding. In addition, the Committee, in its sole discretion, may permit the Participant to enter into a "same day sale" commitment with a broker-dealer that is a member of the Financial Industry Regulatory Authority (a "FINRA Dealer"), whereby the Participant irrevocably elects to sell a portion of the Shares to be delivered pursuant to the vesting of this Award, not to exceed 50% of the fair market value of the Class B Common Stock, to satisfy withholding obligations and whereby the FINRA Dealer irrevocably commits to forward the proceeds necessary to satisfy the withholding obligations directly to the Company. The holding-period requirement of Section 7 shall not apply to any broker-assisted satisfaction of the withholding obligations described in the preceding sentence.

**14. Data Privacy.** As a condition of the grant of the RSUs, the Participant consents to the collection, use, and transfer of personal data as described in this paragraph. The Participant understands that the Company and its Affiliates hold certain personal information about the Participant, including his or her name, home address and telephone number, date of birth, social security number or equivalent, salary, nationality, job title, ownership interests or directorships held in the Company or its Affiliates, and details of all equity awards or other entitlements to Shares awarded, cancelled, exercised, vested or unvested ("Data"). The Participant further understands that the Company and its Affiliates will transfer Data amongst themselves as necessary for the purposes of implementation, administration, and management of his or her participation in the Plan, and that the Company and any of its Affiliates may each further transfer Data to any third parties assisting the Company in the implementation, administration, and management of the Plan. The Participant authorizes them to receive, possess, use, retain, and transfer such Data as may be required for the administration of the Plan or the subsequent holding of Shares on his or her behalf, in electronic or other form, for the purposes of implementing, administering, and managing his or her participation in the Plan, including any requisite transfer to a broker or other third party with whom he or she may elect to deposit any Shares acquired under the Plan. The Participant understands that he or she may, at any time, view such Data or require any necessary amendments to the Data.

**15. Miscellaneous.**

15.1 This Award and the Participant's rights under it are subject to all the terms and conditions of the Plan, as the same may be

amended from time to time, as well as to such rules as the Plan Administrator may adopt. The Plan Administrator may, in its sole discretion, administer, construe, and make all determinations necessary or appropriate to the administration of the Plan and the RSUs, all of which shall be binding upon the Participant.

15.2 Subject to the provisions of the Plan and any applicable law (including Section 409A of the Code), the Board of Directors may terminate, amend, or modify the Plan; provided, however, that no such termination, amendment, or modification of the Plan may in any way adversely affect the Participant's rights under this Award, without the written consent of the Participant.

15.3 This Award shall be subject to all applicable laws, rules, and regulations, and to such approvals by any governmental agencies or national securities exchanges as may be required. The Participant agrees to take all steps necessary to comply with all Federal and state securities laws applicable to this Award.

15.4 The Company's obligations under the Plan and this Award shall bind any successor to the Company, whether succession results from a direct or indirect purchase, merger, consolidation, or otherwise, of all or substantially all of the business and/or assets of the Company.

15.5 To the extent not preempted by Federal law, this Award shall be governed by, and construed in accordance with, the laws of the State of Delaware.

15.6 This Award is subject to the terms of the Plan and Administrative Guidelines promulgated under it from time to time. In the event of a conflict between this document and the Plan, the Plan as well as any determinations made by the Plan Administrator as authorized by the Plan, shall govern.

15.7 The parties acknowledge and agree that, to the extent applicable, this Award shall be interpreted in accordance with, and the parties agree to use their best efforts to achieve timely compliance with or exemption from, Section 409A of the Code and the Treasury Regulations and other interpretive guidance issued thereunder, including without limitation any such regulations or other guidance that may be issued after the Grant Date. Notwithstanding any provision of this Award to the contrary, in the event that the Company determines that any compensation or benefits payable or provided under this Award may be subject to Section 409A of the Code, the Company may adopt such limited amendments to this Award and appropriate policies and procedures, including amendments and policies with retroactive effect, that the Company reasonably determines are necessary or appropriate to (i) exempt the compensation and benefits payable under this Award from Section 409A of the Code and/or preserve the intended tax treatment of the compensation and benefits provided with respect to this Award or (ii) comply with the requirements of Section 409A of the Code. Although the Company intends to take such actions so as to allow the Award to avoid adverse tax treatment pursuant to Section 409A of the Code and otherwise, the Company makes no representation to that effect and expressly disavows any covenant to maintain favorable or avoid unfavorable tax treatment. The Company shall be unconstrained in its corporate activities without regard to the potential negative tax impact on the Participant.

15.8 Notwithstanding any other provision of this Award, to the extent the delivery of the Shares represented by this Award is treated as non-qualified deferred compensation subject to Section 409A of the Code, then (a) no delivery of such shares shall be made upon a Participant's termination of employment unless such termination of employment constitutes a "separation from service" within the meaning of Section 1.409A-1(h) of the Treasury Regulations and (b) if the Participant is deemed at the time of his termination of employment to be a "specified employee" for purposes of Section 409A(a)(2)(B)(i) of the Code, then to the extent delayed delivery of the Shares to which the Participant is entitled under this Award, and which is deliverable to the Participant due to his or her termination of employment, is required in order to avoid a prohibited distribution under Section 409A(a)(2)(B)(i) of the Code, such delivery of shares shall not be made to the Participant prior to the earlier of (x) the expiration of the six-month period measured from the date of the Participant's "separation from service" with the Employer (as such term is defined in Section 1.409A-1(h) of the Treasury Regulations) or (y) the date of the Participant's death. The determination of whether the Participant is a "specified employee" for purposes of Section 409A(a)(2)(B)(i) of the Code as of the time of his separation from service shall be made by the Company in accordance with the terms of Section 409A of the Code and applicable guidance thereunder (including without limitation Section 1.409A-1(i) of the Treasury Regulations and any successor provision thereto).

15.9 THIS AWARD IS SUBJECT TO THE BROWN-FORMAN CORPORATION INCENTIVE COMPENSATION RECOUPMENT POLICY. BY ACCEPTING THIS GRANT, THE PARTICIPANT ACKNOWLEDGES THAT HE OR SHE HAS BEEN PROVIDED WITH A COPY OF SUCH INCENTIVE COMPENSATION RECOUPMENT POLICY AND UNDERSTANDS THE TERMS AND CONDITIONS THEREOF.

This Award is subject to the terms and conditions of this Agreement.

BROWN-FORMAN CORPORATION

By: Kirsten Hawley  
Senior Vice President,  
Chief Human Resources Officer

**EXHIBIT A**  
**PERFORMANCE GOALS**

The number of Realized RSUs will be determined based on the Company's total shareholder return relative to its peer companies. Specifically, the Peer Group Relative Performance during the Performance Period shall determine the percentage of Target Number of RSUs that become Realized RSUs, as described in the table below:

<b>Peer Group Relative Performance</b>	<b>Percentage of Target Number of RSUs that become Realized RSUs</b>
30 <sup>th</sup> percentile or below	50%
55 <sup>th</sup> percentile	100%
80 <sup>th</sup> percentile	150%

Performance between the indicated percentiles of Peer Group Relative Performance will be determined using linear interpolation.

***Definitions***

“*Company TSR Percentage*” means the compounded annual growth rate, expressed as a percentage (rounded to the nearest tenth of a percent (0.1%)), in the value per share of Class B Common Stock during the Performance Period due to the appreciation in the price per share of Class B Common Stock and dividends declared during the Performance Period, assuming dividends are reinvested. In determining the starting and ending prices per share to perform the calculation in the preceding sentence, the average price per share for the 60 trading days immediately prior to the first and last days of the Performance Period, as applicable, shall be used.

“*Peer Group Companies*” shall mean the companies constituting the Standard & Poor's Consumer Staples Index.

“*Peer Group Relative Performance*” means the Company TSR Percentage compared to the Peer Group TSR Percentages, expressed as a percentile ranking against the Peer Group Companies.

“*Peer Group TSR Percentage*” means the compounded annual growth rate, expressed as a percentage (rounded to the nearest tenth of a percent (0.1%)), of each of the Peer Group Companies during the Performance Period, calculated in a manner consistent with the Company TSR Percentage from publicly available information.



## NEWS RELEASE

PHIL LYNCH	JAY KOVAL
VICE PRESIDENT	VICE PRESIDENT
DIRECTOR CORPORATE COMMUNICATIONS	DIRECTOR INVESTOR
AND PUBLIC RELATIONS	RELATIONS
502-774-7928	502-774-6903

**FOR IMMEDIATE RELEASE**

### **BROWN-FORMAN STOCKHOLDERS APPROVE INCREASE IN CLASS A SHARES TO IMPLEMENT STOCK SPLIT**

#### **Record Date Announced; Directors Elected; Cash Dividend Declared**

**LOUISVILLE, KY, JULY 28, 2016** - Brown-Forman Corporation's shareholders met today at the regularly scheduled annual meeting of stockholders and voted to amend the company's Restated Certificate of Incorporation to increase the number of authorized shares of the company's Class A common stock from 85 million to 170 million. This action was necessary to implement the previously announced two-for-one stock split of its Class A and Class B common stock that was approved by the company's Board of Directors on May 26, 2016.

The record date for the stock split is August 8, 2016. Each shareholder of record as of the close of business on August 8, 2016 will receive one additional share of Class A common stock for each share of Class A common stock they hold. Likewise, each shareholder of record as of the close of business on August 8, 2016 will receive one additional share of Class B common stock for each share of Class B common stock they hold. The new shares will be distributed as a stock dividend on August 18, 2016. Brown-Forman's common stock began trading in 1933 following the repeal of Prohibition, and this stock split will be the 13<sup>th</sup> since the original listing.

At the annual meeting, stockholders also elected the slate of directors recommended by the Board of Directors as submitted in the company's 2016 Proxy Statement.

Geo. Garvin Brown IV, chairman of the Board of Directors, presided over the annual meeting. He thanked the company's shareholders for their continued support and congratulated Brown-Forman Chief Executive Officer Paul Varga, his leadership team, and all other Brown-Forman employees for their contributions to another year of outstanding results in fiscal 2016.

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In remarks at the annual meeting, Paul Varga told stockholders that the company experienced another year of record results in fiscal 2016, culminating a 20-year performance that easily surpassed its industry competitive set. He also highlighted the important strategic changes in the company's portfolio over the last several years, noted Woodford Reserve's impressive growth since its introduction in 1996, and underscored the remarkable success of Jack Daniel's in the 60 years since Brown-Forman acquired the brand. "This year we are celebrating the 150<sup>th</sup> anniversary of the Jack Daniel Distillery around the world, introducing more consumers to this important brand," said Varga.

"With Jack Daniel's, Woodford Reserve, and Old Forester, Brown-Forman has a stable of authentic brands perfectly positioned to capitalize on the continuing consumer thirst for American whiskey," added Varga. "And this year we made significant long-term investments in both our portfolio and facilities to enable enduring growth."

In a subsequent meeting, the Board of Directors approved a regular quarterly cash dividend of 17 cents per share on the split-adjusted Class A and Class B common stock. Stockholders of record on September 1, 2016, will receive the cash dividend on October 3, 2016. With this dividend, Brown-Forman will have paid regular quarterly cash dividends for 71 consecutive years and will have increased the regular cash dividend for 32 consecutive years.

For more than 145 years, Brown-Forman Corporation has enriched the experience of life by responsibly building fine quality beverage alcohol brands, including Jack Daniel's Tennessee Whiskey, Jack Daniel's & Cola, Jack Daniel's Tennessee Honey, Gentleman Jack, Jack Daniel's Single Barrel, Finlandia, Korbel, el Jimador, Woodford Reserve, Canadian Mist, Herradura, New Mix, Sonoma-Cutrer, Early Times, and Chambord. Brown-Forman's brands are supported by nearly 4,600 employees and sold in approximately 160 countries worldwide. For more information about the company, please visit <http://www.brown-forman.com/>.

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This press release contains statements, estimates, and projections that are “forward-looking statements” as defined under U.S. federal securities laws. Words such as “aim,” “anticipate,” “aspire,” “believe,” “continue,” “could,” “envision,” “estimate,” “expect,” “expectation,” “intend,” “may,” “plan,” “potential,” “project,” “pursue,” “see,” “seek,” “should,” “will,” and similar words identify forward-looking statements, which speak only as of the date we make them. Except as required by law, we do not intend to update or revise any forward-looking statements, whether as a result of new information, future events, or otherwise. By their nature, forward-looking statements involve risks, uncertainties and other factors (many beyond our control) that could cause our actual results to differ materially from our historical experience or from our current expectations or projections. These risks and uncertainties include, but are not limited to:

- Unfavorable global or regional economic conditions, and related low consumer confidence, high unemployment, weak credit or capital markets, budget deficits, burdensome government debt, austerity measures, higher interest rates, higher taxes, political instability, higher inflation, deflation, lower returns on pension assets, or lower discount rates for pension obligations
- Risks associated with being a U.S.-based company with global operations, including commercial, political and financial risks; local labor policies and conditions; protectionist trade policies or economic or trade sanctions; compliance with local trade practices and other regulations, including anti-corruption laws; terrorism; and health pandemics
- Fluctuations in foreign currency exchange rates, particularly a stronger U.S. dollar
- Changes in laws, regulations, or policies - especially those that affect the production, importation, marketing, labeling, pricing, distribution, sale, or consumption of our beverage alcohol products
- Tax rate changes (including excise, sales, VAT, tariffs, duties, corporate, individual income, dividends, capital gains) or changes in related reserves, changes in tax rules (for example, LIFO, foreign income deferral, U.S. manufacturing and other deductions) or accounting standards, and the unpredictability and suddenness with which they can occur
- Dependence upon the continued growth of the Jack Daniel’s family of brands
- Changes in consumer preferences, consumption or purchase patterns - particularly away from larger producers in favor of smaller distilleries or local producers, or away from brown spirits, our premium products, or spirits generally, and our ability to anticipate or react to them; bar, restaurant, travel or other on-premise declines; shifts in demographic trends; unfavorable consumer reaction to new products, line extensions, package changes, product reformulations, or other product innovation
- Decline in the social acceptability of beverage alcohol products in significant markets
- Production facility, aging warehouse or supply chain disruption
- Imprecision in supply/demand forecasting
- Higher costs, lower quality or unavailability of energy, water, raw materials, product ingredients, labor or finished goods
- Route-to-consumer changes that affect the timing of our sales, temporarily disrupt the marketing or sale of our products, or result in higher implementation-related or fixed costs
- Inventory fluctuations in our products by distributors, wholesalers, or retailers
- Competitors’ consolidation or other competitive activities, such as pricing actions (including price reductions, promotions, discounting, couponing or free goods), marketing, category expansion, product introductions, or entry or expansion in our geographic markets or distribution networks
- Risks associated with acquisitions, dispositions, business partnerships or investments - such as acquisition integration, or termination difficulties or costs, or impairment in recorded value
- Inadequate protection of our intellectual property rights
- Product recalls or other product liability claims; product counterfeiting, tampering, contamination, or product quality issues
- Significant legal disputes and proceedings; government investigations (particularly of industry or company business, trade or marketing practices)
- Failure or breach of key information technology systems
- Negative publicity related to our company, brands, marketing, personnel, operations, business performance or prospects
- Failure to attract or retain key executive or employee talent
- Our status as a family “controlled company” under New York Stock Exchange rules

For further information on these and other risks, please refer to the “Risk Factors” section of our annual report on Form 10-K and quarterly reports on Form 10-Q filed with the SEC.

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