

---

---

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**  
Washington, D.C. 20549

---

**FORM 8-K**

---

**Current Report  
Pursuant to Section 13 or 15(d)  
of The Securities Exchange Act of 1934**

**Date of Report (Date of earliest event reported): July 25, 2013**

---

**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))
- 
-

---

**Item 2.02 Results of Operations and Financial Condition.**

On July 25, 2013, Brown-Forman Corporation (the “Company”) issued a press release commenting on the Company’s performance and financial condition for the fiscal year ended April 30, 2013. A copy of the press release is attached hereto as Exhibit 99.1. The information furnished pursuant to this Item 2.02 (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, as amended (the “Exchange Act”), 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 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.***Brown-Forman 2013 Omnibus Compensation Plan*

As noted in Item 5.07 below, at the Company’s 2013 Annual Meeting of Stockholders (the “Annual Meeting”) held on July 25, 2013, the Company’s Class A common stockholders approved the Brown-Forman 2013 Omnibus Compensation Plan (the “2013 Omnibus Plan”), which permits awards to current and prospective employees and directors in the form of cash, stock options, stock appreciation rights, shares, restricted stock, market value units, performance units, or any combination thereof. A summary of the material terms of the 2013 Omnibus Plan is set forth on pages 62 to 68 of the Company’s Definitive Proxy Statement on Schedule 14A, filed with the Securities and Exchange Commission on June 27, 2013 (the “Proxy Statement”), and is incorporated herein by reference. That summary and the foregoing description of the 2013 Omnibus Plan are qualified in their entirety by reference to the text of the 2013 Omnibus Plan, which is filed as Exhibit 10.1 hereto and is incorporated herein by reference.

*Form Award Agreements under the 2013 Omnibus Plan*

In connection with the approval of the 2013 Omnibus Plan, the Compensation Committee of the Company’s Board of Directors (the “Compensation Committee”) approved the forms of equity award agreements to be used under the 2013 Omnibus Plan, which are filed as Exhibit 10.2 (Form of Restricted Stock Award Agreement), Exhibit 10.3 (Form of Restricted Stock Unit Award Agreement) and Exhibit 10.4 (Form of Employee Stock-Settled Stock Appreciation Right Award Agreement) hereto.

*Amended and Restated Non-Employee Director Deferred Stock Unit Program*

Also in connection with the approval of the 2013 Omnibus Plan, the Compensation Committee approved the Amended and Restated Brown-Forman Corporation Non-Employee Director Deferred Stock Unit Program (“DSU Program”) to permit the issuance of Class A common deferred stock units and to make conforming changes related to the approval of the 2013 Omnibus Plan. A summary of the material terms of the DSU Program is set forth on page 59 of the Company’s Proxy Statement, and is incorporated herein by reference. That summary is qualified in its entirety by reference to the text of the DSU Program, which is filed as Exhibit 10.5 hereto and is incorporated herein by reference.

---

*Director Compensation for the 2014 Board Year*

On July 25, 2013, the Board of Directors approved the following compensation program for the Company's non-employee directors for the 2014 Board Year.

Board Cash Retainer <i>(May be taken in cash or equity)</i>	\$ 65,000
Board Equity Retainer <i>(May be taken in cash if 5x total retainer equity value is met (5 x \$175,000 = \$875,000))</i>	\$110,000
Committee Chair Retainer <i>(Amount is additional to Committee Member Retainer)</i>	\$ 20,000
Audit Committee Member Retainer	\$ 25,000
Compensation Committee Member Retainer	\$ 17,500
CG&N Committee Member Retainer	\$ 15,000

A more detailed description of the compensation the Company pays its directors is included on pages 59 to 61 of the Proxy Statement.

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

The Company held its Annual Meeting of Stockholders on July 25, 2013. The matters submitted to a vote of the Class A common stockholders at the meeting and the voting results therefor are as follows:

#### *Proposal 1: 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>
Joan C. Lordi Amble	80,671,316	63,865	16,325	0
Patrick Bousquet-Chavanne	80,691,128	45,740	14,637	0
Geo. Garvin Brown IV	80,176,489	563,637	11,380	0
Martin S. Brown, Jr.	80,228,613	510,972	11,920	0
Bruce L. Byrnes	80,676,315	54,349	20,841	0
John D. Cook	80,573,471	152,231	25,803	0
Sandra A. Frazier	80,223,231	513,070	15,205	0
Dace Brown Stubbs	80,182,042	557,393	12,070	0
Paul C. Varga	80,240,738	483,160	27,608	0
James S. Welch, Jr.	80,172,472	564,701	14,333	0

#### *Proposal 2: Approval of Brown-Forman 2013 Omnibus Compensation Plan*

The Company's Class A common stockholders approved the 2013 Omnibus Plan. The following is a breakdown of the voting results:

<u>For</u>	<u>Against</u>	<u>Abstain</u>	<u>Broker Non-Votes</u>
79,948,327	196,841	606,337	0

### Item 7.01. Regulation FD Disclosure.

On July 25, 2013, the Company issued a press release announcing that at its Annual Meeting, Brown-Forman Class A common stockholders elected directors for the coming year and approved the 2013 Omnibus Plan. In addition, the Company announced that its Board of Directors approved a regular quarterly cash dividend of \$0.255 cents per share on its Class A and Class B common stock, payable on October 1, 2013, to stockholders of record on September 5, 2013.

A copy of the press release is attached as Exhibit 99.1 to this current report on Form 8-K and is incorporated herein in its entirety by this reference. This information is 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 Exchange Act, 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	Brown-Forman 2013 Omnibus Compensation Plan
10.2	Form of Restricted Stock Award Agreement
10.3	Form of Restricted Stock Unit Award Agreement
10.4	Form of Employee Stock-Settled Stock Appreciation Right Award Agreement
10.5	Amended and Restated Brown-Forman Corporation Non-Employee Director Deferred Stock Unit Program
99.1	Brown-Forman Corporation Press Release dated July 25, 2013

---

## 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.

July 26, 2013  
(Date)

Brown-Forman Corporation  
(Registrant)

/s/ Holli H. Lewis  
Holli H. Lewis  
Vice President, Assistant General Counsel - Corporate

### Exhibit Index

<u>Exhibit No.</u>	<u>Description</u>
10.1	Brown-Forman 2013 Omnibus Compensation Plan
10.2	Form of Restricted Stock Award Agreement
10.3	Form of Restricted Stock Unit Award Agreement
10.4	Form of Employee Stock-Settled Stock Appreciation Right Award Agreement
10.5	Amended and Restated Brown-Forman Corporation Non-Employee Director Deferred Stock Unit Program
99.1	Brown-Forman Corporation Press Release dated July 25, 2013

**BROWN-FORMAN 2013 OMNIBUS COMPENSATION PLAN**

July 25, 2013

Unless the context clearly requires otherwise, references to “Sections” and “Articles” are to sections and articles of this plan, and capitalized terms have the meaning assigned to them below. All references to statutes or regulations mean those statutes or regulations as amended from time to time, and any successors to those statutes or regulations.

**ARTICLE 1  
ESTABLISHMENT, OBJECTIVES AND DURATION**

- 1.1 **ESTABLISHMENT.** Brown-Forman Corporation, a Delaware corporation (the “Company”), hereby establishes an incentive compensation plan to be known as the “Brown-Forman 2013 Omnibus Compensation Plan” (the “Plan”), as set out in this document. The Plan permits the Plan Administrator to grant Awards (as defined below).
- 1.2 **OBJECTIVES.** The Plan’s objectives are:
- (a) to optimize the Company’s profitability and growth through incentives which are consistent with the Company’s goals and which link the personal interests of Participants to those of the Company’s shareholders;
  - (b) to provide Participants with an incentive for excellence in individual performance;
  - (c) to promote teamwork among Participants;
  - (d) to provide flexibility to the Company in its ability to motivate, attract and retain the services of Participants who make significant contributions to the Company’s success; and
  - (e) to allow Participants to share in the Company’s success.
- 1.3 **DURATION.** Subject to (a) approval by the Company’s shareholders, and (b) the Board’s right to amend or terminate the Plan at any time pursuant to Article 12, the Plan shall take effect as of the Effective Date, and remain in effect until Participants have bought or acquired all Shares subject to the Plan. The Plan Administrator may not, however, grant any Awards under the Plan on or after July 28, 2023.

**ARTICLE 2  
DEFINITIONS**

Whenever used in the Plan, the following terms shall have the following meanings:

- 2.1 “**AFFILIATE**” means (i) any entity that, directly or indirectly, is controlled by the Company, (ii) any entity in which the Company has a significant equity interest, (iii) an affiliate of the Company, as defined in Rule 12b-2 promulgated under Section 12 of the Exchange Act, and (iv) any entity in which the Company has an ownership voting interest, in each case as designated by the Plan Administrator (subject to the Board’s approval) as being a participating employer in the Plan.
- 2.2 “**ANNUAL INCENTIVE AWARD**” means a short-term incentive Award granted under Article 6.
- 2.3 “**AWARD**” means, individually or collectively, a grant under this Plan of Annual Incentive Awards and/or Long Term Incentive Awards.

- 2.4 “AWARD AGREEMENT” means any written agreement, contract or other instrument or document evident in any Award, which may, but need not, be executed or acknowledged by a Participant.
- 2.5 “AWARD OPPORTUNITY” means the total Award that a Participant may earn under the Plan with respect to a Plan Year or other Performance Period, as established by the Plan Administrator.
- 2.6 “BENEFICIAL OWNER” shall have the meaning ascribed to such term in Rule 13d-3 under the Exchange Act.
- 2.7 “BOARD” means the Company’s board of directors.
- 2.8 “CAUSE” will have the meaning set forth in any employment, consulting, or other written agreement between the Participant and the Company. If there is no employment, consulting, or other written agreement between the Company or an Affiliate and the Participant or if such agreement does not define “Cause,” then “Cause” will have the meaning specified in the Award Agreement; provided that, if the Award Agreement does not so specify, “Cause” will mean, as determined by the Committee in its sole discretion, with respect to any Participant:
- (a) the willful and continued failure of the Participant to perform substantially the Participant’s duties with the Company (other than any such failure resulting from incapacity due to physical or mental illness);
  - (b) fraud, breach of fiduciary duty, dishonesty, misappropriation or other actions that cause damage to the property or business of the Company or an Affiliate;
  - (c) admission or conviction of, or plea of *nolo contendere* to, any felony or other crime that (in either case) in the reasonable judgment of the Plan Administrator adversely affects the Company’s or an Affiliate’s reputation or the Participant’s ability to carry out the obligations of his or her employment or service;
  - (d) failure to cooperate with the Company or an Affiliate in any internal investigation or administrative, regulatory or judicial proceeding;
  - (e) the engaging by the Participant in illegal conduct or gross misconduct that is materially and demonstrably injurious to the Company.

In addition, the Participant’s service or employment will be deemed to have terminated for Cause if, after the Participant’s service has terminated, facts and circumstances are discovered that would have justified a termination for Cause. For purposes of this definition, no act or failure to act on the part of the Participant shall be considered “willful” unless it is done, or omitted to be done, by the Participant in bad faith or without reasonable belief that the Participant’s action or omission was in the best interests of the Company. Any act or failure to act based upon authority given pursuant to a resolution duly adopted by the Board or upon the instructions of the chief executive officer or a senior officer of the Company or based upon the advice of counsel for the Company shall be conclusively presumed to be done, or omitted to be done, by the Participant in good faith and in the best interests of the Company. Any determination of Cause for purposes of the Plan or any Award shall be made by the Plan Administrator in its sole discretion.

- 2.9 “CHANGE IN CONTROL” of the Company means, and shall be deemed to have occurred upon, any of the following events:
- (a) individuals who, as of the close of business on July 25, 2013, constitute the Board (the “Incumbent Board”) cease for any reason to constitute at least a majority of the Board; provided, however, that any individual becoming a director after such time on July 25, 2013 and whose election, or nomination for election by the Company’s shareholders, was approved by a vote of at least a majority of the Directors then comprising the Incumbent Board shall be considered a member of the Incumbent Board, but excluding, for this purpose, any individual

whose initial assumption of office occurs as a result of an actual or threatened election contest with respect to the election or removal of Directors or other actual or threatened solicitation of proxies or consents by or on behalf of a Person other than the Board;

- (b) consummation by the Company of a reorganization, merger or consolidation or sale or other disposition of all or substantially all of the assets of the Company or the acquisition of assets or stock of another entity (a “Business Combination”), in each case, unless, following the Business Combination,
  - (1) all or substantially all of the Beneficial Owners of the combined voting power of the then Outstanding Voting Securities of the Company immediately before the Business Combination beneficially own, directly or indirectly, more than fifty percent (50%) of the combined voting power of the Outstanding Voting Securities of the corporation resulting from the Business Combination (including, without limitation, an entity that as a result of such transaction owns the Company or all or substantially all of the Company’s assets either directly or through one or more affiliates) in substantially the same proportions that they owned the Outstanding Voting Securities of the Company immediately before the Business Combination, and
  - (2) no Person, excluding any employee benefit plan (or related trust) of the Company or such corporation resulting from the Business Combination, beneficially owns, directly or indirectly, twenty percent (20%) or more of the combined voting power of the Outstanding Voting Securities of the corporation resulting from the Business Combination except to the extent that such ownership existed before the Business Combination, and
  - (3) at least a majority of the directors of the corporation resulting from the Business Combination were Directors on the Incumbent Board at the time of the execution of the initial agreement, or of the action of the Board, providing for the Business Combination; or
- (c) the approval by the Company’s shareholders of a plan of liquidation and dissolution.

Notwithstanding the foregoing, unless otherwise provided in the applicable Award Agreement, with respect to Awards constituting a “deferral of compensation” subject to Section 409A of the Code, a Change in Control shall mean a “change in the ownership of the Company,” a “change in the effective control of the Company,” or a “change in the ownership of a substantial portion of the assets of the Company” as such terms are defined in Section 1.409A-3(i)(5) of the Treasury Regulations.

- 2.10 “CODE” means the Internal Revenue Code of 1986, as amended from time to time.
- 2.11 “COMPANY” means Brown-Forman Corporation, a Delaware corporation, and to the extent it is appropriate in the context of the Plan provision, the Company’s Affiliates, as well as any successor to any of such entities as provided in Section 15.5.
- 2.12 “COMPENSATION COMMITTEE” means the members of the Board who are serving as its Compensation Committee pursuant to the terms of the Brown-Forman Corporation Compensation Committee Charter at the time of the action to be taken.
- 2.13 “CONSTRUCTIVE DISCHARGE” means, with respect to any Participant, without the Participant’s written consent:
  - (a) a reduction by more than 10%, in the aggregate, in the Participant’s annual salary and bonus opportunity, as in effect as of the 120th day immediately preceding a Change in Control; or
  - (b) the failure to pay the Participant base salary or bonus (if any) according to the regular practices of the Company (or its successor) in effect for its employees at the time.

provided, however, that any of the foregoing events that is a result of an isolated and inadvertent action not taken in bad faith and which is remedied by the Company (or its successor) promptly after receipt of notice thereof given by the Participant shall not constitute a Constructive Discharge. For the avoidance of doubt, for purposes of the Plan and any Award hereunder, a termination of employment may be considered a "Constructive Discharge" only if it meets this definition following a Change in Control.

- 2.14 "DESIGNATED EXECUTIVE OFFICER" means at any date (i) any individual who, with respect to the previous taxable year of the Company, was a "covered employee" of the Company within the meaning of Section 162(m) of the Code; provided, however, that the term "Designated Executive Officer" shall not include any such individual who is designated by the Plan Administrator, in its discretion, at the time of any Award or at any subsequent time, as reasonably expected not to be such a "covered employee" with respect to the current taxable year of the Company or with respect to the taxable year of the Company in which any applicable Award will be paid, and (ii) any individual who is designated by the Plan Administrator, in its discretion, at the time of any Award or at any subsequent time, as reasonably expected to be such a "covered employee" with respect to the current taxable year of the Company or with respect to the taxable year of the Company in which any applicable Award will be paid.
- 2.15 "DIRECTOR" means any individual who is a Board member.
- 2.16 "DISABILITY" means, unless otherwise defined in the applicable Award Agreement, a disability that would qualify as a total and permanent disability under the Company's (or an Affiliate's, if applicable) then current long-term disability plan.
- 2.17 "EFFECTIVE DATE" means July 25, 2013.
- 2.18 "EMPLOYEE" means any employee of the Company or an Affiliate.
- 2.19 "EXCHANGE ACT" means the Securities Exchange Act of 1934, as amended from time to time.
- 2.20 "EXECUTIVE OFFICER" means an Employee whom the Board has determined is an "officer" as defined in Rule 16a-1(f) under the Exchange Act (or its successor rule), as of the date of vesting and/or payout of an Award, as applicable.
- 2.21 "FAIR MARKET VALUE" means (i) the closing sale price on the principal securities exchange or market on which the Shares are traded on the relevant date (or, if no Shares are traded on the relevant date, the last previous day on which a sale was reported), or (ii) in the event there is no public market for the Shares on such date, the fair market value as determined in good faith by the reasonable application of a reasonable valuation method by the Plan Administrator in its sole discretion.
- 2.22 "FREESTANDING SAR" means a SAR granted independent of any Options.
- 2.23 "IMMEDIATE FAMILY" means, with respect to a Participant, such Participant's children and grandchildren, including adopted children and grandchildren, stepchildren, parents, stepparents, grandparents, spouse, siblings (including half brothers and sisters), father-in-law, mother-in-law, daughters-in-law and sons-in-law.
- 2.24 "INCENTIVE STOCK OPTION" or "ISO" means an option to buy Shares granted under Section 7.4 that is designated an Incentive Stock Option and that is intended to meet the requirements of Code Section 422.
- 2.25 "INDEXED OPTION" means an Option with an exercise price that either increases by a fixed percentage over time or changes by reference to a published index.
- 2.26 "LONG TERM INCENTIVE AWARD" means a long-term incentive Award granted under Article 7.

- 
- 2.27 “MARKET VALUE UNIT” or “MVU” means an Award, designated as an MVU, granted pursuant to Section 7.3.
- 2.28 “NON-EMPLOYEE DIRECTOR” means a Director who is not an Employee.
- 2.29 “NON-QUALIFIED STOCK OPTION” or “NQSO” means an option to buy Shares granted under Section 7.4 which is not intended to meet the requirements of Code Section 422.
- 2.30 “OPTION” means an Incentive Stock Option, Indexed Option or a Non-qualified Stock Option.
- 2.31 “OPTION PRICE” means the price at which a Participant may buy a Share under an Option.
- 2.32 “OUTSIDE DIRECTOR” means, with respect to the grant of an Award, a member of the Board then serving on the Compensation Committee.
- 2.33 “OUTSTANDING VOTING SECURITIES” means, with respect to a corporation, the then outstanding voting securities entitled to vote generally in the election of directors of the corporation.
- 2.34 “PARTICIPANT” means any Employee or Director.
- 2.35 “PERFORMANCE-BASED EXCEPTION” means the exception for “qualified performance-based compensation” from the tax deductibility limitations of Code Section 162(m).
- 2.36 “PERFORMANCE PERIOD” means such period of time as determined by the Plan Administrator over which a performance measure will be evaluated pursuant to Article 8.
- 2.37 “PERFORMANCE UNIT” means an Award granted to a Participant as described in Section 7.6.
- 2.38 “PERIOD OF RESTRICTION” means the period during which the transfer of Shares of Restricted Stock is limited in some way (based on the passage of time, the achievement of performance goals, or upon the occurrence of other events as determined by the Plan Administrator), and during which the Shares are subject to a substantial risk of forfeiture, as provided in Section 7.2.
- 2.39 “PERMITTED TRANSFEREE” means a Participant’s Immediate Family, a Permitted Trust or a partnership (or other entity) of which the only partners or owners are members of the Participant’s Immediate Family or Permitted Trusts.
- 2.40 “PERMITTED TRUST” means a trust solely for the benefit of one or more of a Participant, a Participant’s Immediate Family or an organization described in Section 501(c)(3) of the Code.
- 2.41 “PERSON” shall have the meaning ascribed to such term in Section 3(a)(9) of the Exchange Act and used in Sections 13(d) and 14(d) thereof, including a “group” as defined in Section 13(d) thereof.
- 2.42 “PLAN ADMINISTRATOR” means, for all Persons other than Outside Directors, the Compensation Committee, and shall include any person or committee to whom authority is delegated from time-to-time pursuant to Section 3.3 hereof. With respect to Outside Directors, the Plan Administrator means the entire Board.
- 2.43 “PLAN YEAR” means the Company’s fiscal year.
- 2.44 “RESTRICTED STOCK” means an Award granted to a Participant pursuant to Section 7.2.
- 2.45 “RETIREMENT” means, unless otherwise defined in the applicable Award Agreement, the voluntary, elective separation of a Participant from the employ or service of the Company or any of its Affiliates after the Participant has attained (a) age 60, or (b) both age 55 and at least fifteen (15) years of service with the Company or any of its Affiliates.
- 2.46 “SHARES” means the shares of the Company’s Class A or Class B Common Stock, or any combination of Class A or Class B Common Stock, as the Plan Administrator determines.

- 2.47 “STOCK APPRECIATION RIGHT” or “SAR” means an Award, granted alone or in connection with a related Option, designated as an SAR, pursuant to Section 7.5.
- 2.48 “SUBSTITUTE AWARD” means an Award granted or Shares issued by the Company in assumption of, or in substitution or exchange for, awards previously granted, or the right or obligation to make future awards, in each case by a company acquired by the Company or any Affiliate or with which the Company or any Affiliate combines.
- 2.49 “TANDEM SAR” means a SAR granted in connection with a related Option pursuant to Section 7.5. A holder exercising a Tandem SAR must forfeit the right to buy a Share under the related Option; conversely, a holder of a Tandem SAR buying a Share under the Option will have the Tandem SAR canceled proportionately.
- 2.50 “TARGET INCENTIVE AWARD” is defined in Section 5.7(c).
- 2.51 “VESTING PERIOD” means the period of time specified by the Plan Administrator during which vesting restrictions for an Award are applicable.

### **ARTICLE 3 ADMINISTRATION**

- 3.1 **AUTHORITY OF PLAN ADMINISTRATOR.** The Plan shall be administered by the Plan Administrator.
- (a) Powers of Plan Administrator. Subject to the terms of the Plan and applicable law, and in addition to other express powers and authorizations conferred on the Plan Administrator by the Plan, the Plan Administrator shall have full power and authority in its discretion to:
- (i) designate Participants;
  - (ii) determine the type or types of Awards to be granted to a Participant;
  - (iii) determine the number of Shares to be covered by, or with respect to which payments, rights or other matters are to be calculated in connection with Awards;
  - (iv) determine the timing, terms, and conditions of any Award;
  - (v) accelerate the time at which all or any part of an Award may be settled or exercised;
  - (vi) determine whether, to what extent, and under what circumstances Awards may be settled or exercised in cash, Shares, other securities, other Awards or other property, or canceled, forfeited or suspended and the method or methods by which Awards may be settled, exercised, canceled, forfeited or suspended;
  - (vii) determine whether, to what extent, and under what circumstances cash, Shares, other securities, other Awards, other property and other amounts payable with respect to an Award shall be deferred either automatically or at the election of the holder thereof or of the Plan Administrator;
  - (viii) interpret and administer the Plan and any instrument or agreement relating to, or Award made under, the Plan;
  - (ix) except to the extent prohibited by the Plan, amend or modify the terms of any Award at or after grant with the consent of the holder of the Award;
  - (x) establish, amend, suspend or waive such rules and regulations and appoint such agents as it shall deem appropriate for the proper administration of the Plan; and

- (xi) make any other determination and take any other action that the Plan Administrator deems necessary or desirable for the administration of the Plan, subject to the exclusive authority of the Board under Section 12.1 hereunder to amend or terminate the Plan.
- (b) Limitations on Authority. Notwithstanding the provisions of Section 12.2 hereof and except as permitted by the provisions of Section 4.4 hereof, the Plan Administrator shall not have the power, without the prior approval of the shareholders of the Company, to
- (i) amend the terms of previously granted Options or SARs to reduce the Option Price of such Options or the grant price of such SARs;
  - (ii) cancel such Options or SARs and grant substitute Options or SARs with a lower Option Price or grant price than the cancelled Awards;
  - (iii) cancel such Options or SARs in exchange for other Awards, cash or property at a time when the Fair Market Value of a Share is less than the Option Price or grant price of the applicable Award; or
  - (iv) take any other action that would constitute a “repricing” as such term is used in Section 303A.08 of the New York Stock Exchange Listed Company Manual.
- 3.2 **PLAN ADMINISTRATOR DISCRETION BINDING.** Except as otherwise expressly provided in the Plan, all designations, determinations, interpretations and other decisions under or with respect to the Plan or any Award shall be within the sole discretion of the Plan Administrator, may be made at any time by the then applicable Plan Administrator and shall be final, conclusive and binding upon all Persons, including the Company, any Affiliate, any Participant and any holder or beneficiary of any Award.
- 3.3 **DELEGATION.** Subject to the terms of the Plan and applicable law, the Plan Administrator may delegate to one or more officers, employees or Directors of the Company or of any Affiliate, or to a committee of such persons, the authority, subject to such terms and limitations as the Plan Administrator shall determine, to grant Awards to, or to cancel, modify or waive rights with respect to, or to alter, interpret, discontinue, suspend or terminate Awards held by Participants who are not Executive Officers or Directors of the Company, and such delegee, or delegees, shall have all of the powers, discretion and protections of the Compensation Committee regarding all matters within the scope of such delegation. The Compensation Committee may revoke any such delegation at any time. Notwithstanding anything in this Plan to the contrary, (i) all awards to Executive Officers must be administered by the Compensation Committee or a committee of the Board that is composed solely of two or more “Non-Employee Directors” as that term is used in Rule 16(b)-3 promulgated under the Exchange Act, and (ii) unless the Plan Administrator specifically determines that an Award shall not qualify for the Performance-Based Exception, Awards to Designated Executive Officers must be administered by the Compensation Committee or a committee that consists of members who are “outside directors” under Section 162(m) of the Code. Subject to the foregoing limitation with respect to Executive Officers and Designated Executive Officers, unless and until revoked or modified by the Compensation Committee by written resolution, the Brown-Forman Management Compensation Review Committee, or the committee serving similar functions from time to time, shall be designated as the “Plan Administrator.”
- 3.4 **NO LIABILITY.** No member of the Board or the Plan Administrator shall be liable for any action taken or determination made in good faith with respect to the Plan or any Award granted hereunder.
- 3.5 **COMPENSATION RECOUPMENT.** All Awards under the Plan shall be subject to the Brown-Forman Corporation Incentive Compensation Recoupment Policy, or such other compensation

recovery policy as may be put into effect from time to time by the Plan Administrator or the Board.

**ARTICLE 4**  
**SHARES SUBJECT TO THE PLAN AND MAXIMUM AWARDS**

- 4.1 **SHARES AVAILABLE FOR GRANTS.** Subject to adjustment as provided in Section 4.4, the total number of Shares or share equivalents (Award units whose underlying value is based on Shares) reserved for Award grants under the Plan shall be 8,300,000 Shares, which number includes 6,016,225 Shares remaining from the Brown-Forman 2004 Omnibus Compensation Plan, as amended (the "2004 Plan"), which were authorized but not granted as of April 30, 2013) (such aggregate number, the "Share Reserve"). Notwithstanding the foregoing and subject to adjustment as provided in Section 4.4, the Share Reserve shall be increased by the number of Shares with respect to which Awards granted under the 2004 Plan which after April 30, 2013 terminate, expire unexercised or are settled for cash, forfeited or cancelled without the delivery of Shares under the terms of the 2004 Plan, as the case may be. Following the Effective Date, no further Awards will be granted pursuant to the 2004 Plan.
- 4.2 **DESIGNATED EXECUTIVE OFFICER MAXIMUMS.** Unless and until the Plan Administrator determines that an Award to a Designated Executive Officer shall not be designed to comply with the Performance-Based Exception, the following rules shall apply to grants of such Awards:
- (a) **Shares.** For any Plan Year, no Designated Executive Officer may be granted an Award of Shares, MVUs, Performance Units, Options and/or SARs for more than 250,000 Shares in the aggregate, which limit shall include any Shares represented by an Award that has been cancelled; provided, that this limit may be exceeded as long as not more than 750,000 Shares shall have been granted pursuant to Awards to any Designated Executive Officer over any three consecutive Plan Years; provided further, that the limits contained in this Section 4.2(a) shall be multiplied by two (2) in the event of any Awards to an individual in the Plan Year in which his or her employment commences.
- (b) **Cash.** The maximum aggregate amount of any Award or Awards providing for cash settlement that may be granted to any Designated Executive Officer in any Plan Year shall be as follows:

<u>Plan Years</u>	<u>Applicable Maximum</u>
1-3	\$6,000,000
4-6	\$7,000,000
7-10	\$8,000,000

Plan Year 1 shall begin on the Effective Date and end on the first fiscal year end of the Company following the Effective Date.

- 4.3 **LAPSED AWARDS; SUBSTITUTE AWARDS.**
- (a) **Lapsed Awards.** If any Award, or portion thereof, granted under this Plan or the 2004 Plan is canceled, settled for cash or otherwise without the delivery of Shares, terminates, expires or lapses for any reason (except the termination of a Tandem SAR upon exercise of the related Option, or the termination of a related Option upon exercise of the corresponding Tandem SAR), in each case either under this Plan or after April 30, 2013 under the 2004 Plan, any Shares subject to such Award (or portion thereof) shall be added to the Share Reserve, except that this provision shall not be executed to increase the individual limits under Section 4.2. For the avoidance of doubt, the following Shares shall not increase the Share Reserve: (i) Shares tendered by the Participant or withheld by the Company in payment of the purchase price of an Option, or to satisfy any tax withholding obligation, and (ii) Shares subject to an SAR that are not issued in connection with the stock settlement

of the SAR on exercise thereof, and (iii) Shares reacquired by the Company on the open market or otherwise using cash proceeds from the exercise of Options or options granted under the 2004 Plan.

- (b) Substitute Awards. Substitute Awards shall not reduce the Shares authorized for grant under the Plan or the applicable limitations for grant to a Participant under Section 4.2, nor shall Shares subject to a Substitute Award again be available for Awards under the Plan to the extent of any forfeiture, expiration or cash settlement as provided in paragraph (a) above. Additionally, in the event that a company acquired by the Company or any Affiliate or with which the Company or any Affiliate combines has shares available under a pre-existing plan approved by stockholders and not adopted in contemplation of such acquisition or combination, the shares available for grant pursuant to the terms of such pre-existing plan (as adjusted, to the extent appropriate, using the exchange ratio or other adjustment or valuation ratio or formula used in such acquisition or combination) may be used for Awards under the Plan and shall not reduce the Share Reserve; provided that Awards using such available shares shall not be made after the date awards or grants could have been made under the terms of the pre-existing plan, absent the acquisition or combination, and shall only be made to individuals who were not Employees or Directors prior to such acquisition or combination.

4.4 ADJUSTMENTS. In the event the Plan Administrator determines that any dividend (other than a normal, recurring cash dividend) or other distribution (whether in the form of cash, Shares, other securities or other property), recapitalization, stock split, reverse stock split, reorganization, merger, consolidation, split-up, spin-off, combination, repurchase, or exchange of Shares or other securities of the Company, issuance of warrants or other rights to purchase Shares or other securities of the Company, or other similar corporate transaction or event affects the Shares, then the Plan Administrator shall:

- (a) adjust any or all of (1) the aggregate number of Shares or other securities of the Company (or number and kind of other securities or property) with respect to which Awards may be granted under the Plan; (2) the individual limits set forth in Sections 4.2(a) and 10.2(c), (3) the number of Shares or other securities of the Company (or number and kind of other securities or property) subject to outstanding Awards under the Plan; and (4) the grant or exercise price with respect to any Award under the Plan, provided that the number of shares subject to any Award shall always be a whole number;
- (b) if deemed appropriate, provide for an equivalent award in respect of securities of the surviving entity of any merger, consolidation or other transaction or event having a similar effect; or
- (c) if deemed appropriate, make provision for a cash payment to the holder of an outstanding Award.

## **ARTICLE 5 ELIGIBILITY AND PARTICIPATION**

5.1 ELIGIBILITY. Participation in this Plan is open to all Employees and Directors.

5.2 OUTSIDE DIRECTOR ELIGIBILITY. Notwithstanding Section 5.1, Directors who are not Employees shall be eligible to receive only Awards granted consistent with Article 10.

5.3 ACTUAL PARTICIPATION. The Plan Administrator may from time to time select, from all eligible Persons, those to whom Awards shall be granted and shall determine the nature and amount of each Award Opportunity and Award.

#### 5.4 EMPLOYMENT.

- (a) Rights Not Affected. Nothing in the Plan shall interfere with or limit in any way the Company's right to terminate any Participant's employment at any time, nor confer upon any Participant any right to continue in the Company's employ.
- (b) Transfer Not Termination. A transfer of a Participant's employment between the Company and an Affiliate, or between Affiliates, shall not be deemed to be a termination of employment. Upon such a transfer, the Plan Administrator may, subject to Sections 12.3 and 12.4, make such adjustments to outstanding Awards as it deems appropriate to reflect the changed reporting relationships.
- (c) No Right to Award. An Employee's status as an Employee confers no right on that Employee to receive an Award under this Plan, or, having received any Award, to receive a future Award.

#### 5.5 PRO RATA PLAN YEAR OR PERFORMANCE PERIOD PARTICIPATION. Except as otherwise provided in this Section 5.5, the Plan Administrator may allow Employees who become eligible after the Plan Year or Performance Period begins to participate under this Article on a pro rata basis. Such situations include, but are not limited to:

- (a) new hires;
- (b) the promotion of an Employee from a position which did not previously meet the eligibility criteria; or
- (c) the transfer of an Employee from an entity which does not participate in the Plan.

A Designated Executive Officer who becomes eligible after the Plan Year or Performance Period begins may participate under this Article on a pro rata basis, but only if (i) such Designated Officer is granted the Award during the first twenty-five percent (25%) of the Performance Period, or (ii) the Plan Administrator specifically determines such Award will not comply with the Performance-Based Exception. Notwithstanding the foregoing, Options and SARs may be granted under this Plan to Designated Executive Officers at any time.

#### 5.6 CHANGE IN POSITION.

- (a) If, during a Plan Year or Performance Period, a Participant changes employment positions at the Company or an Affiliate to one which corresponds to a level of Award Opportunity different than that existing on the first day of such Plan Year or Performance Period, the Participant's Award Opportunity may be adjusted by the Plan Administrator to reasonably reflect the appropriate level of the Participant's Award Opportunity for the entire Plan Year or Performance Period.
- (b) Except as provided in Section 8.1 or as may be otherwise consistent with Section 162(m) of the Code, the Plan Administrator may not adjust the Award Opportunity of a Designated Executive Officer to the extent it is intended to qualify for the Performance-Based Exception.

#### 5.7 AWARD OPPORTUNITIES.

- (a) Timing. As soon as practicable in each Plan Year or Performance Period, the Plan Administrator shall establish an Award Opportunity for each Participant. An Award Opportunity may consist of an Annual Incentive Award, a Long-Term Incentive Award or both types of Awards.
- (b) Performance Measures. An Award Opportunity may be a function of one or more performance measures and goals selected by the Plan Administrator applicable to one or more Performance Periods, and shall reflect the Participant's job responsibilities and opportunity

---

and authority to affect overall financial results. For Designated Executive Officers, the Plan Administrator can apply performance measures only as set forth in Article 8.

- (c) Alignment. The Plan Administrator shall align the potential levels of achievement of the performance goals with the Award Opportunities (the “Target Incentive Award”), such that the level of achievement of the pre-established performance goals at the end of the Plan Year or Performance Period will determine the final Award amounts. Subject to Section 8.1, Award amounts may vary above or below the Target Incentive Award based on the level of achievement of the applicable pre-established corporate, division, business unit and/or individual goals or financial measures, or such other measures as the Plan Administrator shall, from time to time, determine, unless otherwise limited by the Plan.

## **ARTICLE 6 ANNUAL INCENTIVE AWARDS**

### **6.1 PAYMENT OF AWARDS.**

- (a) The Plan Administrator may apply Performance Periods and performance measures applicable to Annual Incentive Awards, and may set threshold, target and maximum goals for each type of Award, as it chooses. Earned Annual Incentive Awards shall be paid in cash or Shares within two months and fifteen days after the end of each Plan Year. In the event the Plan Administrator determines that an Annual Incentive Award shall be payable in Shares, the Plan Administrator may attach such restrictions to these Shares as the Plan Administrator determines is in the best interests of the Company.
- (b) No Participant or any other party claiming an interest in amounts earned under the Plan shall have any interest whatsoever in any specific Company asset. To the extent that any party acquires a right to receive payments under the Plan, such right shall be equivalent to that of an unsecured general creditor of the Company.

- 6.2 **TERMINATION OF EMPLOYMENT.** If a Participant’s employment is terminated before the end of the Plan Year for any reason (including termination as a result of not returning from a leave of absence granted by the Company), the Participant shall forfeit all of the Participant’s rights to a final Annual Incentive Award for the Plan Year then in progress. The Plan Administrator may, however, adopt policies and procedures pursuant to which a Participant may receive a part or all of the Annual Incentive Award for the Plan Year in which a Participant’s employment terminates, depending on the circumstances of such termination.

## **ARTICLE 7 LONG TERM INCENTIVE AWARDS**

### **7.1 GENERALLY.**

- (a) Grant of Awards. Subject to Article 4, the Plan Administrator, at any time and from time to time, may, in its discretion, grant or award Options, MVUs, Restricted Stock, Shares, SARs, Performance Units, cash or any combination thereof to Participants in such amounts as the Plan Administrator shall determine. The Plan Administrator may apply Performance Periods and performance measures, and may set threshold, target and maximum goals for each type of Award, as it chooses.
- (b) Source of Shares. The Company will endeavor to limit the source of Shares delivered to Participants under this Plan to Shares purchased by the Company from time to time on the open market, in private transactions or otherwise. If the Company determines that the timing of such purchases may unduly influence the market price of the Shares, the purchases may be spread over a period of time sufficient to alleviate such influence. The Company shall maintain a separate accounting of Shares purchased for this purpose. Should

there be insufficient Shares in the separate account to cover exercises or other Award redemptions, the Company may use other available Shares including newly issued Shares to cover those exercises or redemptions, and then purchase that equal number of Shares on the open market or otherwise as quickly as is reasonably practicable. In determining the number of Shares to be purchased for these purposes, the Company need only to take into account the net number Shares actually delivered rather than any Shares withheld pursuant to any exercise for tax or any other purposes.

- (c) Termination of Employment. The Plan Administrator shall have the full power and authority to determine the terms and conditions that shall apply to any Award upon a termination of employment with the Company and its Affiliates, including a termination by the Company or any Affiliate with or without Cause, by a Participant voluntarily or by reason of death, Disability or Retirement, and may provide such terms and conditions in the Award Agreement or in such rules and regulations as it may prescribe. Such provisions need not be uniform among all Awards granted or issued pursuant to this Plan and may reflect distinctions based on the reasons for termination of employment and the needs of the Company as they are determined from time to time.
- (d) Other Restrictions. Subject to Article 8, the Plan Administrator may impose such other conditions and/or restrictions on any Long-Term Incentive Awards granted pursuant to the Plan as the Plan Administrator deems advisable, including time-based restrictions on vesting following the attainment of the performance goals, and/or restrictions under applicable Federal or state securities laws.
- (e) Limited Transferability of Awards. Except as otherwise provided in the Plan or an Award Agreement, no Award shall be assigned, alienated, pledged, attached, sold or otherwise transferred or encumbered by a Participant, except (i) by will or the laws of descent and distribution, (ii) if provided in an Award Agreement (at or after grant) with respect to an Option or SAR, to a Permitted Transferee, and/or (iii) as otherwise may be allowed by the Plan Administrator in its discretion, at or after grant; provided, however, that an Incentive Stock Option shall not be assigned, alienated, pledged, attached, sold or otherwise transferred or encumbered by a Participant except by will or the laws of descent and distribution; provided, further, that any such assignments will be permitted only if the Participant does not receive any consideration therefor. No transfer of an Award by will or by laws of descent and distribution shall be effective to bind the Company unless the Company shall have been furnished with written notice thereof and an authenticated copy of the will and/or such other evidence as the Committee may deem necessary or appropriate to establish the validity of the transfer. A Permitted Transferee may not transfer an Award other than by will or the laws of descent and distribution.
- (f) Minimum Vesting Period. Except for Substitute Awards, the death, Disability or Retirement of the Participant, or special circumstances determined by the Plan Administrator, Restricted Stock Awards and MVU Awards subject only to continued service with the Company or a Subsidiary shall have a Vesting Period of not less than one (1) year from the date of grant (and may vest pro rata over such time), subject to accelerated vesting in the Plan Administrator's discretion in the event of a Change in Control or the termination of the Participant's service with the Company and its Subsidiaries. Notwithstanding the foregoing, the restrictions in the preceding sentence shall not be applicable to (i) grants to new hires or (ii) grants of Restricted Stock or MVUs in payment of Performance Awards and other earned cash-based incentive compensation. Subject to the foregoing minimum Vesting Period requirements, the Plan Administrator may, in its sole discretion and subject to the limitations imposed under Section 162(m) of the Code and the regulations thereunder in the case of a Restricted Stock Award or MVU Award intended to comply with the Performance-Based Exception, waive the forfeiture period and any other conditions set forth in any Award Agreement under such terms and conditions as the Plan Administrator

shall deem appropriate. The minimum Vesting Period requirements of this Section shall not apply to Restricted Stock Awards or MVU Awards granted to Directors.

## 7.2 SHARES; RESTRICTED STOCK.

- (a) Award Agreement. Each grant of Shares or Restricted Stock shall be evidenced by an Award Agreement that shall specify the Period(s) of Restriction (if any), the number of Shares or shares of Restricted Stock granted and such other terms as the Plan Administrator shall determine.
- (b) Non-Transferability of Restricted Stock. Except as otherwise provided in the Plan, Restricted Stock granted herein may not be sold, transferred, pledged, assigned or otherwise alienated until the end of the applicable Period of Restriction established by the Plan Administrator and specified in the Award Agreement, or upon earlier satisfaction of any other conditions, as specified by the Plan Administrator and set out in the Award Agreement. During a Participant's lifetime, only that Participant may exercise any rights with respect to the Restricted Stock granted to that Participant.
- (c) Other Restrictions on Restricted Stock.
  - (1) The Company shall keep custody of the certificates representing shares of Restricted Stock until all conditions and/or restrictions applicable to such Restricted Stock have been satisfied.
  - (2) Except as otherwise provided in this Article, the Restricted Stock covered by each Award Agreement under the Plan shall become freely transferable by the Participant after the last day of the applicable Period of Restriction.
- (d) Voting Rights. Awards of Shares shall have whatever voting rights accompany the class of Shares awarded. During the Period (s) of Restriction, Participants holding Restricted Stock may exercise full voting rights with respect to such Restricted Stock to the extent the shares normally have such voting rights.
- (e) Dividends and Other Distributions.
  - (1) During the Period of Restriction, Participants holding Restricted Stock may be credited with regular cash dividends paid with respect to the underlying shares while they are so held. The Plan Administrator may apply any restrictions to the dividends that it deems appropriate; provided, that dividends credited on Restricted Stock that is subject to performance measures shall be paid only if it is determined that the underlying performance measures have been met.
  - (2) Participants holding unrestricted Shares will be entitled to receive any cash dividends paid with respect to the Shares.

## 7.3 MARKET VALUE UNITS ("MVUS").

- (a) Award Agreement. Each MVU grant shall be evidenced by an Award Agreement that shall specify the duration of the MVU, the number of Shares on which the MVU grant is based, and such other terms as the Plan Administrator shall determine.
- (b) Non-Transferability. Except as provided in this Article, the MVUs granted herein may not be sold, transferred, pledged, assigned or otherwise alienated until specified in the Award Agreement, or upon earlier satisfaction of any other conditions, as specified by the Plan Administrator and set out in the Award Agreement. During a Participant's lifetime, only that Participant may exercise any rights with respect to the MVUs granted to that Participant.

(c) Dividends and Other Distributions.

- (1) During the MVUs' duration, Participants holding MVUs may be credited with regular cash dividends paid with respect to the underlying Shares while they are so held. The Plan Administrator may apply any restrictions to the dividends that it deems appropriate; provided, that dividends credited on MVUs that are subject to performance measures shall be paid only if it is determined that the underlying performance measures have been met.
- (2) Notwithstanding any other plan term, the Plan Administrator may impose such conditions on the accrual or payment of dividends with respect to MVUs, as may be required to comply with Section 16 of the Exchange Act.

(d) Payment of MVU Amount .

- (1) Each MVU shall have a value equal to the Fair Market Value of a Share.
- (2) MVUs shall be paid in cash, Shares, other securities or other property, as determined in the sole discretion of the Plan Administrator, upon the lapse of the restrictions thereto, or otherwise in accordance with the applicable Award Agreement.

7.4 STOCK OPTIONS.

- (a) Award Agreement. Each Option grant shall be evidenced by an Award Agreement that shall specify the Option Price, the Option's duration, the number of Shares to which the Option pertains, the Vesting Period applicable thereto, and such other terms as the Plan Administrator shall determine. The Award Agreement shall also specify whether the Option is intended to be an ISO, Indexed Option or an NQSO, and what Performance Period (if any) applies. Even if an Option is designated as an ISO, it shall be treated as an NQSO to the extent the Fair Market Value of the Shares with respect to which ISO's are exercisable for the first time during any calendar year by any Participant exceeds \$100,000, or if it fails to qualify as an ISO for any other reason. Except under the circumstances set forth in Section 4.4, dividends or dividend equivalents may not be paid with respect to Awards of Options.
- (b) Option Price and Duration. The Plan Administrator, in its sole discretion, shall establish the Option Price at the time each Option is granted. The Option Price for each grant of an Option under this Plan (other than those granted as Substitute Awards) shall be at least one hundred percent (100%) of the Fair Market Value of a Share on the date the Option is granted. Each Option granted to Participant shall expire as the Plan Administrator shall determine at the time of grant — but no Option shall be exercisable later than the tenth anniversary of its grant. Notwithstanding the foregoing, an Award Agreement may provide, at grant, that the period of time over which an Option, other than an Incentive Stock Option, may be exercised shall be automatically extended if on the scheduled expiration of such Award, the Participant's exercise of such Award would violate applicable securities law; provided, that during the extended exercise period the Option may be exercised only to the extent such Award was exercisable in accordance with its terms immediately prior to such scheduled expiration date; provided further, that such extended exercise period shall end not later than thirty (30) days after the exercise of such Option first would no longer violate such laws.
- (c) Exercise of Options. Options granted under this Section 7.4 shall be exercisable at such times and be subject to such restrictions and conditions as the Plan Administrator shall in each instance approve, which need not be the same for each grant or for each Participant. An Award Agreement may provide that if on the last day of the term of an Option the Fair Market Value of one Share exceeds the Option Price per Share, the Participant has not exercised the Option and the Option has not expired, the Option shall be deemed to have

been exercised by the Participant on such day with payment made by withholding Shares otherwise issuable in connection with the exercise of the Option. In such event, the Company shall deliver to the Participant the number of Shares for which the Option was deemed exercised, less the number of Shares required to be withheld for the payment of the total purchase price and required withholding taxes; any fractional Share shall be settled in cash.

(d) Payment.

- (1) Options granted under this Section 7.4 shall be exercised by the delivery of a written notice of exercise to the Company, setting forth the number of Shares with respect to which the Option is to be exercised, accompanied by full payment for the Shares.
- (2) The Option Price upon exercise of any Option shall be payable to the Company in full, at the sole discretion of the Plan Administrator, either:
  - (A) in cash or its equivalent, or
  - (B) by tendering previously acquired Shares having an aggregate Fair Market Value at the time of exercise equal to the total Option Price; or
  - (C) by withholding from Participant sufficient Shares, subject to an underlying Award, having an aggregate Fair Market Value at the time of exercise equal to the total Option Price of such underlying Award; or
  - (D) by a combination of (A), (B) or (C).
- (3) The Plan Administrator also may allow cashless exercise as permitted under Federal Reserve Board's Regulation T, subject to applicable securities law restrictions, or by any other means which the Plan Administrator determines to be consistent with the Plan's purpose and applicable law.
- (4) As soon as practicable after receipt of a written notification of exercise and full payment, the Company shall deliver to the Participant, in the Participant's name, Share certificates in an appropriate amount based upon the number of Shares bought under the Option(s).

- (e) Ten Percent Stock Rule. Notwithstanding any other provisions in the Plan, if at the time an Incentive Stock Option or Tandem SAR is to be granted pursuant to the Plan, the Participant owns directly or indirectly (within the meaning of Section 424(d) of the Code) Shares of the Company possessing more than ten percent (10%) of the total combined voting power of all Share classes of the Company or its parent or Affiliate corporations (within the meaning of Section 422(b)(6) of the Code), then any Incentive Stock Option or Tandem SAR to be granted to such Participant pursuant to the Plan shall satisfy the requirement of Section 422(c)(5) of the Code, and the Option Price shall be not less than one hundred ten percent (110%) of the Fair Market Value of the Shares of the Company, and the Option by its terms shall not be exercisable after the expiration of five (5) years from the date the Option is granted.

## 7.5 STOCK APPRECIATION RIGHTS.

- (a) Award Agreement. Each SAR grant shall be evidenced by an Award Agreement specifying the grant price, the SARs duration, any applicable Vesting Period, and such other terms as the Plan Administrator shall determine. Except under the circumstances set forth in Section 4.4, dividends or dividend equivalents may not be paid with respect to Awards of SARs.
- (b) Grant Prices and Duration of SARs. The grant price of a Freestanding SAR (other than one issued as a Substitute Award) shall be no less than the Fair Market Value of a Share on the

date of the SAR grant. The grant price of a Tandem SAR shall equal the Option Price of the related Option. The term of an SAR granted under the Plan shall be determined by the Plan Administrator — but such term shall not exceed ten years.

Notwithstanding the foregoing, an Award Agreement may provide, at grant, that the period of time over which an SAR may be exercised shall be automatically extended if on the scheduled expiration of such Award, the Participant's exercise of such Award would violate applicable securities law; provided, however, that during the extended exercise period the SAR may be exercised only to the extent such Award was exercisable in accordance with its terms immediately prior to such scheduled expiration date; provided further, that such extended exercise period shall end not later than thirty (30) days after the exercise of such SAR first would no longer violate such laws.

(c) Exercise of Tandem SARs.

(1) Tandem SARs may be exercised for all or part of the Shares subject to the related Option upon the surrender of the right to exercise the equivalent portion of the related Option. A Tandem SAR may be exercised only with respect to the Shares for which its related Option is then exercisable.

(2) Notwithstanding any other contrary Plan provision, with respect to a Tandem SAR granted in connection with an ISO:

(A) the Tandem SAR will expire no later than the expiration of the underlying ISO;

(B) the payout value with respect to the Tandem SAR may not exceed one hundred percent (100%) of the difference between the Option Price of the underlying ISO and the Fair Market Value of the Shares subject to the underlying ISO at the time the Tandem SAR is exercised; and

(C) the Tandem SAR may be exercised only when the Fair Market Value of the Shares subject to the ISO exceeds the Option Price of the ISO.

(d) Exercise of Freestanding SARs. Freestanding SARs may be exercised upon whatever terms and conditions the Plan Administrator imposes upon them. An Award Agreement may provide that if on the last day of the term of an SAR the Fair Market Value of one Share exceeds the grant price of the SAR per Share, the Participant has not exercised the SAR and the SAR has not expired, the SAR shall be deemed to have been exercised by the Participant on such day. In such event, the Company shall deliver to the Participant the number of Shares for which the SAR was deemed exercised, less the number of Shares required to be withheld for the required withholding taxes; any fractional Share shall be settled in cash.

(e) Payment of SAR Amount.

(1) Upon exercise of SARs, a Participant shall be entitled to receive payment from the Company in an amount determined by multiplying:

(A) the difference between the Fair Market Value of a Share on the date of exercise and the grant price; by

(B) the number of Shares with respect to which the SARs are exercised.

(2) The Plan Administrator may allow for payment upon SAR exercise to be in cash, in Shares of equivalent value or in some combination of cash and Shares.

## 7.6 PERFORMANCE UNITS.

(a) Award Agreement. Each Performance Unit grant shall be evidenced by an Award Agreement specifying an initial value for each Performance Unit as of its grant date, any applicable Vesting Periods, and those performance goals which will determine the number

and/or value of Performance Units that will be paid out to the Participant at the end of the Performance Period. Performance goals may be based on the performance of: the Company; its Shares; any of its divisions, affiliates or other business units; or any combination of such performance measures as set forth in Section 8.2 or 8.3.

- (b) Form and Timing of Payment of Performance Units. The Plan Administrator may allow for payment of Performance Units to be in cash, in Shares of equivalent value or in some combination of cash and Shares. Payment of earned Performance Units shall be made as soon as practicable following the close of the applicable Performance Period. In the case of any Performance Units denominated in Shares, dividends shall be payable with respect to the Performance Units only if and when the underlying Performance Units vest.
- (c) Non-Transferability. Except as otherwise provided in an Award Agreement:
  - (1) During a Participant's lifetime, only the Participant or the Participant's legal representative may exercise any Plan rights related to Performance Units;
  - (2) Participants may not sell, pledge, assign or otherwise alienate their Performance Units; and
  - (3) Participants may transfer Performance Units only by will or by the laws of descent and distribution.

7.7 CASH PAYMENT OF AWARDS OTHERWISE PAYABLE IN SHARES. The Plan Administrator may allow for payment of a Long Term Incentive Award otherwise payable in Shares to be paid in cash. Such a cash equivalent Award shall be:

- (a) computed as the value of the Participant's long-term bonus opportunity at the end of the Performance Period, adjusted for the actual performance results; and
- (b) paid to the Participant upon vesting after the end of the Performance Period.

## **ARTICLE 8 PERFORMANCE MEASURES**

- 8.1 **GENERALLY.** No later than ninety (90) days following the commencement of each Performance Period (or such other time as is necessary to comply with Code Section 162(m)), the Plan Administrator shall in writing, (1) select the performance goal or goals applicable to the Performance Period, (2) establish the various targets and bonus amounts which may be earned for such Performance Period, and (3) specify the relationship between performance goals and targets and the amounts to be earned by each Designated Executive Officer for such Performance Period. Following the completion of each Performance Period, the Plan Administrator shall certify in writing whether the applicable performance targets have been achieved and the amounts, if any, payable to Designated Executive Officers for such Performance Period. Upon that certification, the Plan Administrator shall compute the final Award for each Participant according to the pre-established performance measures and goals and the requirements of this Plan. In determining the amount earned by a Designated Executive Officer for a given Performance Period, subject to any applicable Award Agreement, the Plan Administrator shall have the right to reduce (but not increase) the amount payable at a given level of performance to take into account additional factors that the Plan Administrator may deem relevant to the assessment of individual or corporate performance for the Performance Period.
- 8.2 **OTHER PERFORMANCE AWARDS.** For Awards that are not intended to qualify for the Performance-Based Exception (whether or not granted to a Designated Executive Officer), the Plan Administrator may approve and adopt either the performance measures set out in Section 8.3 or other performance measures without obtaining shareholder approval, may vary from the requirements set forth in Section 8.1 and shall have the right to reduce or increase the

---

amount payable at a given level of performance to take into account additional factors that the Plan Administrator may deem relevant to the assessment of individual or corporate performance for the Performance Period.

8.3 **PERFORMANCE MEASURES FOR DESIGNATED EXECUTIVE OFFICERS.** The Plan Administrator may grant Awards that are intended to qualify for the Performance-Based Exception to Designated Executive Officers based solely upon the attainment of performance targets related to one or more performance goals selected by the Plan Administrator from among the goals specified below. For the purposes of this Article 8, performance goals shall be limited to one or more of the following Company, Affiliate, operating unit or division financial performance measures:

- (a) earnings before interest, taxes, depreciation and/or amortization;
- (b) operating or net income, profit or margin, determined before or after tax
- (c) operating efficiencies or cost of capital;
- (d) return on equity, assets, capital, capital employed or investment;
- (e) earnings or book value per Share;
- (f) cash flow(s);
- (g) total sales or revenues or sales or revenues per employee;
- (h) gross margin or gross profits;
- (i) production (separate work units or SWUs) or innovation;
- (j) stock price or total shareholder return;
- (k) dividends;
- (l) measures of brand health and consumer perception of the Company's brands;
- (m) cost reduction efforts, including those pertaining to the Company's effective tax rate;
- (n) employee-related goals, including goals related to increasing employee diversity or employee engagement measures; or
- (o) strategic business objectives, consisting of one or more objectives based on meeting specified cost targets, business expansion goals, market share, or goals relating to acquisitions or divestitures;

or any combination thereof. Each goal may be expressed on an absolute and/or relative basis, may be a GAAP, non-GAAP or adjusted GAAP measure, may take into account the exclusion of certain items deemed appropriate by the Plan Administrator (including but not limited to removing the effect of charges for restructurings, discontinued operations, extraordinary items and all items of gain, loss or expense determine to be extraordinary or unusual in nature or infrequent in occurrence, related to the disposal of a segment or a business, or related to a change in accounting principle or otherwise), may be based on or otherwise employ comparisons based on internal targets, the past performance of the Company or any Affiliate, operating units, divisions or brands of the Company and/or the past or current performance of other companies, and in the case of earnings-based measures, may use or employ comparisons relating to capital, shareholders' equity and/or Shares outstanding, or to assets or net assets; provided that any of the foregoing types of adjustments that would be made with respect to Awards intended to qualify for the Performance-Based Exception shall be specified during the time periods set forth in Section 8.1.

8.4 **OTHER CHANGES.** If applicable tax and/or securities laws change to permit Plan Administrator discretion to change the governing performance measures without obtaining shareholder approval of such changes, the Plan Administrator may make such changes without obtaining shareholder

approval. In addition, if the Plan Administrator determines that it is advisable to grant Awards which need not qualify for the Performance-Based Exception, the Plan Administrator may make such grants without satisfying the requirements of Code Section 162 (m) and this Article 8.

**ARTICLE 9  
BENEFICIARY DESIGNATION**

- 9.1 **GENERALLY.** Each Participant under the Plan may, from time to time, name any beneficiary or beneficiaries (who may be named contingently or successively) to whom any benefit under the Plan is to be paid if the Participant dies before receiving any or all of such benefit.
- 9.2 **MANNER OF DESIGNATION.** Each such designation shall revoke all prior designations by the same Participant, shall be in a form prescribed by the Company, and will be effective only when filed by the Participant in writing with the Company during the Participant's lifetime.
- 9.3 **DEFAULT.** Absent such designation, benefits remaining unpaid at the Participant's death shall be paid to the Participant's estate.

**ARTICLE 10  
DEFERRALS/GRANTS TO NON-EMPLOYEE DIRECTORS**

- 10.1 **DEFERRALS GENERALLY.** The Plan Administrator may permit a Participant to defer receipt of the payment of cash or the delivery of Shares that would otherwise be due to such Participant by virtue of the satisfaction of any requirements or goals with respect to Awards, the lapse or waiver of restrictions with respect to Restricted Stock or MVUs or the satisfaction of the performance goals for a Performance Unit. If any such deferral election is required or permitted, the Plan Administrator shall establish rules and procedures for such payment deferrals. Such rules and procedures shall be consistent with the provisions of Code Sections 162(m) and 409A where applicable.
- 10.2 **NON-EMPLOYEE DIRECTOR AWARDS.**
- (a) The Board may provide that all or a portion of a Non-Employee Director's annual retainer, meeting fees and/or other awards or compensation as determined by the Board, be payable (either automatically or at the election of a Non-Employee Director) in the form of Non-Qualified Stock Options, SARs, Restricted Stock, MVUs and/or other stock-based awards, including unrestricted Shares. The Board shall determine the terms and conditions of any such Awards, including the terms and conditions which shall apply upon a termination of the Non-Employee Director's service as a member of the Board, and shall have full power and authority in its discretion to administer such Awards, subject to the terms of the Plan and applicable law.
  - (b) The Board may also grant Awards to Outside Directors pursuant to the terms of the Plan, including any Award described in Articles 6 and 7 above. With respect to such Awards, all references in the Plan to the Plan Administrator shall be deemed to be references to the Board.
  - (c) For any Plan Year, no Non-Employee Director may be granted an Award of Shares, MVUs, Performance Units, Non-Qualified Stock Options and/or SARs for more than 50,000 Shares in the aggregate.

---

**ARTICLE 11  
CHANGE IN CONTROL**

- 11.1 TREATMENT OF AWARDS UPON A CHANGE IN CONTROL. Notwithstanding anything in this Plan to the contrary, unless otherwise provided in an Award Agreement, upon the occurrence of a Change in Control, unless otherwise specifically prohibited under applicable laws, or by the rules and regulations of any governing governmental agencies or national securities exchanges:
- (a) Any and all Options and SARs granted shall become immediately vested and non-forfeitable upon the occurrence of the Change in Control; provided, that such Options and SARs shall become exercisable pursuant to their original vesting schedule, notwithstanding any earlier termination of employment of a Participant, except that if within one year following a Change in Control, a Participant's employment is terminated by the Company without Cause or by the Participant within 60 days after the Participant becomes aware of an event constituting a Constructive Discharge, upon the effective date of such employment termination, the Participant's Options and SARs shall become immediately exercisable and shall remain exercisable until 30 days following the original scheduled vesting date of such Options and SARs. If a Participant is no longer an Employee as of the original vesting date under the vesting schedule for an Option or SAR, and has not terminated employment under one of the circumstances described in the immediately preceding sentence, the Participant's Option and SAR shall nonetheless become exercisable on the original vesting date and remain exercisable for 30 days following the original vesting date.
  - (b) If within one year following a Change in Control, a Participant's employment is terminated by the Company without Cause or by the Participant within 60 days after the Participant becomes aware of an event constituting a Constructive Discharge, upon the effective date of such employment termination:
    - (1) any restriction periods and restrictions imposed on Restricted Stock or MVUs granted to a Participant shall lapse,
    - (2) the Target Incentive Awards attainable under all outstanding Awards of the Participant shall be deemed to have been earned, and
    - (3) the vesting of all outstanding Awards of the Participant shall be accelerated, and the Company shall pay out in cash to the Participant within 30 days following the effective date of the employment termination a pro rata portion of all Target Incentive Award cash payout opportunities associated with outstanding Awards, based on the number of complete and partial calendar months within the Performance Period which had elapsed as of such effective date. This subparagraph (b)(3) shall not apply to Options and SARs.
- 11.2 ACCELERATION OF AWARD VESTING. Notwithstanding any provision of this Plan or any Award Agreement provision to the contrary, the Plan Administrator may at any time accelerate the vesting of any Award granted under the Plan to a Participant, including without limitation acceleration to such a date that would result in said Awards becoming immediately vested.

**ARTICLE 12  
AMENDMENT, MODIFICATION AND TERMINATION**

12.1 GENERALLY.

- (a) Except as limited by the provisions of Sections 3.1(b) above, the Board may at any time and from time to time, alter, amend, suspend or terminate the Plan in whole or in part; provided that any such alteration, amendment, suspension or termination that would materially adversely affect the rights of any Participant or any holder or beneficiary of any Award theretofore granted shall not to that extent be effective without the consent of the affected

Participant, holder or beneficiary; and, provided, further, that that no amendment needing shareholder approval in order for the Plan to continue to comply with Rule 16b-3 under the Exchange Act, the rules or listing standards of the principal securities exchange on which the Shares are traded or Section 162(m) of the Code shall be effective unless such amendment shall be approved by the requisite vote of Company shareholders entitled to vote on it.

- (b) Except as provided by the Plan or by the terms of an Award, the Plan Administrator may not cancel outstanding Awards and issue substitute Awards without the written consent of the Participant holding such Award.
- 12.2 **OUTSTANDING AWARDS.** Subject to the restrictions of Sections 3.1 and 7.4 the Plan Administrator may waive any conditions or rights under, amend any terms of or alter, suspend, discontinue, cancel or terminate any Awards theretofore granted, prospectively or retroactively; provided that any such waiver, amendment, alteration, suspension, discontinuance, cancellation or termination that would materially adversely affect the rights of any Participant or any holder or beneficiary of any Award theretofore granted shall not to that extent be effective without the consent of the affected Participant, holder or beneficiary.
- 12.3 **COMPLIANCE WITH CODE SECTION 162(M).** At all times when Code Section 162(m) applies, all Awards granted to Designated Executive Officers under this Plan shall comply with its requirements, unless the Plan Administrator expressly determines that compliance is not desired with respect to any Award or Awards available for grant under the Plan. In addition, such Award(s) need not comply if changes are made to Code Section 162(m) to permit greater flexibility with respect to any Award or Awards available under the Plan, in which case the Plan Administrator may, subject to this Article, make any adjustments it deems appropriate. However, an Award made available for grant to a Designated Executive Officer as performance-based cannot be replaced by a non-performance-based Award if performance goals are not achieved.
- 12.4 **COMPLIANCE WITH SECTION 409A OF THE CODE.** Except to the extent specifically provided otherwise by the Plan Administrator, Awards under the Plan are intended to satisfy the requirements of Section 409A of the Code (and the Treasury Department guidance and regulations issued thereunder) so as to avoid the imposition of any additional taxes or penalties under Section 409A of the Code. If the Plan Administrator determines that an Award, Award Agreement, payment, distribution, deferral election, transaction or any other action or arrangement contemplated by the provisions of the Plan would, if undertaken, cause a Participant to become subject to any additional taxes or other penalties under Section 409A of the Code, then unless the Plan Administrator specifically provides otherwise, such Award, Award Agreement, payment, distribution, deferral election, transaction or other action or arrangement shall not be given effect to the extent it causes such result and the related provisions of the Plan and/or Award Agreement will be deemed modified, or, if necessary, suspended in order to comply with the requirements of Section 409A of the Code to the extent determined appropriate by the Committee, in each case without the consent of or notice to the Participant.
- 12.5 **AWARDS TO NON-U.S. EMPLOYEES.** The Plan Administrator shall have the power and authority to determine which employees outside the United States shall be eligible to participate in the Plan. Without amending the Plan, the Plan Administrator may grant Awards to eligible persons who are foreign nationals and/or reside outside the United States on such terms and conditions different from those specified in this Plan as may in the judgment of the Plan Administrator be necessary or desirable to foster and promote achievement of the purposes of this Plan. The Plan Administrator may adopt, amend or rescind rules, procedures or sub-plans relating to the operation and administration of the Plan to accommodate the specific requirements of local laws, procedures, and practices.

---

**ARTICLE 13  
WITHHOLDING**

- 13.1 **TAX WITHHOLDING.** The Company may deduct or withhold, or require a Participant to remit to the Company, an amount sufficient to satisfy federal, state and local taxes and withholding obligations, domestic or foreign, required by law or regulation to be withheld with respect to any taxable event arising as a result of this Plan.
- 13.2 **SHARE WITHHOLDING.** With respect to withholding required upon the exercise of Options or SARs, upon the lapse of restrictions on Restricted Stock, the payment of MVUs, or upon any other taxable event arising as a result of Awards granted hereunder, Participants may elect, subject to the approval of the Plan Administrator, to satisfy the withholding requirement, in whole or in part, by having the Company withhold Shares having a Fair Market Value on the date the applicable withholding is to be determined equal to the minimum statutory withholding obligation which could be imposed on the transaction. All such elections shall be irrevocable, shall be made in writing, shall be signed by the Participant and shall be subject to any restrictions or limitations that the Plan Administrator deems appropriate.

**ARTICLE 14  
INDEMNIFICATION**

- 14.1 **GENERALLY.** The Company shall indemnify and hold harmless each current and former Director against and from any loss, cost, liability or expense that may be imposed upon or reasonably incurred by such Director in connection with or resulting from any claim, action, suit or proceeding to which such Director may be a party or in which such Director may be involved by reason of any action taken or failure to act under the Plan and against and from any and all amounts paid by such Director in settlement thereof, with the Company's approval, or paid by such Director in satisfaction of any judgment in any such action, suit or proceeding against such Director – but only if such Director gives the Company an opportunity, at its own expense, to handle and defend the same before such Director undertakes to handle and defend it personally.
- 14.2 **NON-EXCLUSIVITY.** This right of indemnification shall not exclude any other indemnification rights to which such persons may be entitled under the Company's Certificate of Incorporation or Bylaws, as a matter of law, or otherwise, or any power that the Company may have to indemnify them or hold them harmless.

**ARTICLE 15  
LEGAL CONSTRUCTION**

- 15.1 **SEVERABILITY.** If any Plan section is held illegal or invalid for any reason, the illegality or invalidity shall not affect the remaining parts of the Plan, and the Plan shall be construed and enforced as if the illegal or invalid provision had not been included.
- 15.2 **REQUIREMENTS OF LAW.** The granting of Awards and the issuance of Shares under the Plan 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.
- 15.3 **NO LIMIT ON OTHER COMPENSATION ARRANGEMENTS.** Nothing contained in the Plan shall prevent the Company or any Affiliate from adopting or continuing in effect other compensation arrangements, which may, but need not, provide for the grant of Options, Restricted Stock, SARs, MVUs, or other types of Awards provided for hereunder.
- 15.4 **NO REPRESENTATIONS OR COVENANTS WITH RESPECT TO TAX QUALIFICATION.** Although the Company may endeavor to (i) qualify an Award for favorable U.S. or foreign tax treatment or (ii) avoid adverse tax treatment (e.g., under Section 409A of the Code), 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 holders of Awards under the Plan.

- 15.5 **SUCCESSORS.** All Company obligations under the Plan with respect to Awards granted shall be binding on any successor to the Company, whether the existence of such successor is the result of a direct or indirect purchase, merger, consolidation or otherwise, of all or substantially all of the Company's business and/or assets.
- 15.6 **GOVERNING LAW.** To the extent not preempted by Federal law, the Plan and all agreements made under it, shall be construed in accordance with and governed by the laws of the State of Delaware.

**BROWN-FORMAN CORPORATION**  
**AMENDED AND RESTATED**  
**NON-EMPLOYEE DIRECTOR**  
**DEFERRED STOCK UNIT PROGRAM**

1. General. This Brown-Forman Corporation Non-Employee Director Deferred Stock Unit Program (the “**Program**”) is intended to more closely align board compensation at Brown-Forman Corporation, a Delaware corporation (the “**Company**”) with the interests of the Company’s shareholders, by making available to eligible participants tax-deferred investments in Company stock as authorized by Article 10 of the Brown-Forman 2013 Omnibus Compensation Plan, as amended (“**Omnibus Plan**”). It is intended that the Program be in compliance with Code Section 409A and guidance issued thereunder (“**Section 409A**”).

2. Eligibility. All members of the Board of Directors of the Company who are not also employees of the Company shall participate in this Program (referred to as the “**Participants**”). This document shall constitute an Award Agreement under the Omnibus Plan.

3. Account. The amount due to be paid or delivered to any Participant under this Program shall be determined based on the Participant’s Account. The Company shall maintain a bookkeeping account for each Participant, to which shall be credited (i) part of the annual Director retainer which the Board determines to deliver in the form of equity pursuant to Section 4(a) or (b) below, plus (ii) that part of the annual retainer which is otherwise payable in cash, that is electively deferred pursuant to Section 4(c) below, plus (iii) Dividend Equivalents as described in Section 5 below (the “**Account**”). Equity and deferral portions of a retainer, and Dividend Equivalents, to the extent denominated as cash, shall be converted into a number of whole and fractional units (each, a “**DSU**”), equal to the cash so credited, divided by the Fair Market Value (as defined in the Omnibus Plan) of a Share as of the date credited. All amounts credited to an Account shall be nonforfeitable as and when provided in Section 7 below. The DSUs contemplated hereunder are granted pursuant to Sections 7.3, 10.1 and 10.2 of the Omnibus Plan as market value units and for purposes of such plan, shall be designated and treated as such. At each grant of DSUs, the Board shall determine in its sole discretion whether all or any portion of such DSUs shall relate to the Company’s Class A common stock or Class B common stock; provided that there is no requirement that any Director receive the same class of stock as any other Director or as such Director may have received in prior grants.

4. Contribution Amounts and Crediting Dates.

(a) Non-Elective Company Contribution for 2011 Board Year. On September 23, 2010, the Company awarded and caused to be credited to a Participant’s Account (i) \$60,000 to each Participant that was elected director at the annual meeting of stockholders held July 22, 2010; or (ii) \$60,000, prorated based on the portion of the Board Year not yet elapsed as of the date of the director’s election, to any Participant elected director after the annual meeting of stockholders held July 22, 2010, but before the following annual meeting of stockholders in 2011.

(b) Non-Elective Company Contribution in Future Years. On the date of the Company’s annual meeting of stockholders in each year after 2010 while this Program is in

---

effect, the Company shall award and cause to be credited to the Account of each Participant who has not then experienced a Separation from Service, that part of the annual retainer then in effect which the Board has determined shall be delivered in equity, if any. With respect to a non-employee director who is elected for the first time other than on an annual meeting date, the Company shall award and cause to be credited to such Participant's Account on the date of election that part of the annual retainer then in effect which the Board has determined shall be delivered in equity, prorated based on the portion of the Board Year not yet elapsed as of the date of the director's election.

(c) Participant Deferrals; Election Period. On the date of the Company's annual meeting of stockholders in each year after 2010 while this Program is in effect, each Participant (provided he or she is then still a Director) shall have credited to his or her Account an amount equal to all or part, in increments of 25%, (as elected by the Participant in accordance with this Section) of the annual retainer which the Board has determined before that date would, if not electively deferred hereunder, otherwise be payable in cash (the "**Annual Cash Retainer**"), in one single credit, despite the fact that such amount would otherwise be paid in installments over the period beginning at one annual meeting of stockholders and ending at the next such meeting (the "**Board Year**").

A Participant's election to defer all or a portion of the Annual Cash Retainer shall be made in writing on a form approved for such purpose (the first of which is attached hereto an Exhibit A but which may change from time to time as efficient administration may require), submitted to the Company no later than December 31 of the calendar year before the Board Year with respect to which the Annual Cash Retainer is payable, and shall be irrevocable as of such December 31. A new election shall be required each year. Notwithstanding the preceding sentences, a non-employee Director of the Company who is elected for the first time after the effective date of this Program may make an election to defer Annual Cash Retainer by submitting a written election form within the 30 day period beginning on the date the Director is elected (a "**new Participant**"), which election may apply only to the portion of such Annual Cash Retainer equal to the total due for the Board Year, prorated based on the portion of the Board Year not yet elapsed at the date the deferral election becomes irrevocable (on that 30th day of the election period). The exception for a mid-year election for a new Participant shall not apply unless the Participant can be treated as initially eligible in accordance with Treasury Regulation Section 1.409A-2(a)(7), which generally provides that this special election period shall not apply to Participants in this Program who were, prior to eligibility hereunder, made eligible in any other plans of the Company (or its related companies) that must be aggregated with this Plan under Code Section 409A, and shall not apply to a Participant whose eligibility to defer under this Program started, then ceased, then was renewed again, unless that Participant was not able to defer under this and all aggregated plans (if any) for the previous 24 months or longer.

5. Dividend Equivalents. Each Participant's Account shall be credited on each dividend payment date of the Company, with an amount equal to the cash dividends that would have been paid on the number of DSUs in their Account on the record date for such dividend, if such DSUs were deemed to be outstanding Shares ("**Dividend Equivalents**"). Such cash shall then be converted to DSUs as provided in Section 3 above, and the newly credited DSUs may relate to the same or different class of stock to which the DSUs with respect to which the dividend was paid relate, as determined by the Board in its sole discretion.

---

6. Changes in Shares. In the event of a stock dividend, stock split, reverse stock split or similar change in capitalization affecting the Shares, the number of DSUs credited to each Participant's Account shall be adjusted by the Board of Directors in the same fashion as would a Share then outstanding. The adjustment by the Board of Directors shall be final, binding and conclusive.

7. Vesting and Distributions.

(a) Vesting. DSUs awarded, created from deferrals, or credited based on Dividend Equivalents related to such amounts in each Board Year hereunder shall be vested and nonforfeitable on a pro rata basis over the entire Board Year. If a Director experiences a Separation from Service before the end of a Board Year, the portion of his or her Account related to that Board Year shall be debited for the unvested portion based on the number of days left in the Board Year at such Separation, divided by the total days in the Board Year, and all rights in such unvested portion shall lapse.

(b) Time and Amount of Distribution. Following a Participant's Separation from Service, the Participant (or the beneficiary in the event of the Participant's death) will be paid the balance of the Participant's Account (net of any forfeiture provided in Section 7(a) above) in either

- (i) a single lump sum on the first February 1 that is at least 6 months following the Director's Separation from Service, if and only if the Participant so elects in writing within 30 days following September 23, 2010 (or, with respect to a new Participant, in the 30 days after his election as a Director), or
- (ii) if not so elected, in 10 substantially equal annual installments with the first payment made on the first February 1 that is at least 6 months following the Director's Separation from Service, with each subsequent installment made on successive anniversaries of the date of the first payment.

Provided however, that, if, before the first payment date, the Participant has died or has been determined to have incurred a Disability, payment shall be made at the applicable February 1 in a single lump sum, even if installments were otherwise elected. In addition, in the case of death after installment payments have begun, the next installment payment due on the first February 1 after the date of death shall be a lump sum of all remaining amounts in the Account.

(c) Form of Distribution. All distributions shall be paid by delivery of whole Shares, either Class A Shares or Class B Shares as was determined pursuant to Section 3 hereof, equal to the number of whole DSUs in the Account scheduled to be distributed on such date. Any fractional DSUs shall be paid in cash based on the Fair Market Value of a Share on the last trading date before the date of payment.

8. Tax Withholding. If and to the extent at any time the Company has an obligation to withhold and remit income or other taxes with respect to a Director's annual retainer or Account, the Company's obligation to make any payments to any Participant is subject to and

---

conditioned on tax obligations being satisfied either by the Participant making a payment in cash for such amounts, or, failing receipt of such cash prior to the date payment of all or part of an Account is due hereunder, the Company shall deduct from the Shares to be issued in payment, the tax withholdings due to be remitted, based on the Fair Market Value of the Shares on the last trading day prior to the remittance date.

9. Rights of Participants. Participation in the Program, and any actions taken pursuant to the Program, shall not create or be deemed to create a trust or fiduciary relationship of any kind between the Company and the Participant and shall not confer upon the Participant any separate right to remain a member of the Company's Board of Directors. The Company may, but shall have no obligation to, establish any separate fund, reserve, or escrow or to provide security with respect to any amounts deferred under the Program. Any assets of the Company which are set aside in any separate fund, reserve or escrow shall continue for all purposes to be a part of the general assets of the Company, with title to the beneficial ownership of any such assets remaining at all times in the Company. No Participant, nor his legal representatives, nor any of his beneficiaries shall have any right, other than the right of an unsecured general creditor of the Company, in respect of the Account established hereunder, and such persons shall have no property interest whatsoever in any specific assets of the Company. A Participant shall have no rights as a stockholder of the Company, and shall not be entitled to vote, with respect to the DSUs credited to his Account.

10. Reporting. The Company shall provide statements to Participants showing the DSUs standing to the credit of their Accounts no less frequently than once a year.

11. Source of Shares. Shares reserved under the Company's Omnibus Plan shall be used to satisfy any obligations to distribute Shares under this Program.

12. Claims Procedure.

(a) All claims for benefits under this Program shall be filed in writing with the Compensation Committee of the Board of Directors of the Company (the "**Committee**") in accordance with such procedures as the Committee shall reasonably establish.

(b) The Committee shall, within 90 days (45 days for payment based on Disability) after a submission of a claim, provide adequate notice in writing to any claimant whose claim for benefits under the Program has been denied. Such notice shall contain the specific reason or reasons for the denial and references to specific Program provisions on which the denial is based. The Committee shall also provide the claimant with a description of any material or information which is necessary in order for the claimant to perfect his claim and an explanation of why such information is necessary. If special circumstances require an extension of time for processing the claim, the Committee shall furnish the claimant a written notice of such extension prior to the expiration of the 90-day period (30 days for a Disability claim, and an additional 30 day extension is available). The extension notice shall indicate the reasons for the extension and the expected date for a final decision, which date shall not be more than 180 days (105 days for Disability) from the initial claim.

(c) The Committee shall, upon written request by a claimant within 60 (180 for a disability claim) days of receipt of the notice that his claim has been denied, afford a reasonable opportunity to such claimant for a full and fair review by the Committee of the decision denying the claim. The Committee will afford the claimant an opportunity to review pertinent documents and submit issues and comments in writing. The claimant shall have the right to be represented.

(d) The Committee shall, within 60 days (45 days for a disability claim) of receipt of a request for a review, render a written decision on its review. If special circumstances require extra time for the Committee to review its decision, the Committee will attempt to make its decision as soon as practicable, and in no event will the Committee take more than 120 days (105 days for Disability claims) to send the claimant a written notice of its decision.

13. Beneficiary. If a Participant dies before he has received full payment of the amount credited to his Account, such unpaid portion shall be paid to the Participant's primary or contingent beneficiary as last designated by the Participant in writing on a form provided by the Company for that purpose (a sample of which is attached hereto as Exhibit B but which may be changed from time to time.) Each designation received by the Company prior to a Participant's death will, upon receipt, revoke any prior designations. If no beneficiary has been designated or if a designated beneficiary has predeceased the Participant, such unpaid portion shall be paid to the Participant's spouse, or, if there is no spouse, to the Participant's children per stirpes, or, if there is no spouse or children, to the Participant's estate.

14. No Assignment or Alienation. Neither the deferred compensation payable under this Program, nor Shares distributable upon distribution hereunder, shall be subject to alienation, assignment, garnishment, execution, security interest or levy of any kind, and any attempt to cause any such amounts or Shares to be so subjected shall not be recognized.

15. Miscellaneous.

(a) All expenses incurred in the establishment and maintenance of or attributable to a Participant's Account shall be borne by the Company and shall not reduce the amount credited to such Account.

(b) This Program may be amended in any way or may be terminated, in whole or in part, at any time, and from time to time, by the Board of Directors of the Company. The foregoing provisions of this paragraph notwithstanding, no amendment or termination of the Program shall adversely reduce the number of DSUs credited to the Accounts prior to the effective date of such amendment or termination, or accelerate the timing of payment from the Accounts, except as allowed under Section 409A upon Program termination. Notwithstanding the foregoing, the Board of Directors of the Company specifically reserves the right to amend the Program as necessary to comply with Section 409A.

(c) The Committee shall have the exclusive discretionary authority to determine the amounts of benefits under the Program, make factual determinations, construe and interpret terms of the Program, supply omissions and determine any questions which may arise in connection with its operation and administration. Its decisions or actions in respect thereof,

including any determination of any amount credited or charged to the Participants' Accounts or the amount or recipient of any payment to be made therefrom, shall be conclusive and binding for all purposes upon the Company and upon any and all Participants, their beneficiaries, and their respective heirs, distributees, executors, administrators and assignees.

(d) The terms of this Program shall be binding upon and shall inure to the benefit of the Company and its successors or assigns and each Participant and his beneficiaries, heirs, executors, and administrators.

(e) Subject to its obligation to pay the amount credited to the Participant's Account at the time distribution is required pursuant to Section 8, neither the Company, any person acting on behalf of the Company, the Board of Directors, nor the Board of Directors shall be liable for any act performed or the failure to perform any act with respect to the terms of the Program, except in the event that there has been a judicial determination of willful misconduct on the part of the Company, such person, the Board of Directors or the Board of Directors.

(f) This Program, and all actions taken hereunder, shall be governed by and construed in accordance with the laws of the State of Delaware, except as such laws may be superseded by any applicable Federal laws.

(g) This Program is subject to the terms of the Omnibus Plan and administrative guidelines promulgated under it from time to time. In the event of a conflict between this Program and the Omnibus Plan, the Omnibus Plan document as well as any determinations made by the Board of Directors as authorized by the Omnibus Plan document shall govern.

16. Effective Date and Term. This Program was originally adopted under the Brown-Forman 2004 Omnibus Compensation Plan, as amended (the "**2004 Plan**"), and was effective as of September 23, 2010. On July 25, 2013, the shareholders of the Company approved the Omnibus Plan. Awards granted pursuant to this Program prior to the adoption of the Omnibus Plan by the shareholders of the Company shall continue to be governed by the terms of the 2004 Plan and this Program as in effect prior to July 25, 2013. Awards granted hereunder after that date shall be administered under the Omnibus Plan until the Company discontinues the Program or no further Awards can be made thereunder. The Company shall continue to maintain Accounts hereunder until all Accounts are distributed.

17. Definitions. Terms capitalized herein and not defined in the context in which used or in the Omnibus Plan, shall have the meanings set forth below.

(a) "**Code**" means the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder.

(b) "**Disability**" occurs when a Participant is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than 12 months.

---

(c) “ *Separation from Service* ” means the date the Participant’s term as a Director expires, the Participant resigns as a Director, or the Participant is removed as a Director, provided that the Company and Participant in good faith believe at that time that the Participant’s status as a Director of the Company will not be renewed and that no other service relationship (as an employee or independent contractor) with the Related Group will continue or be begun. If the parties anticipate that some service relationship within the Related Group will continue after a Participant’s term as a Director expires and is not renewed, in all events the “Separation from Service” is deemed to occur 12 months after the date on which a Participant ceases to serve as a member of the Board of Directors, as long as the Participant does not actually perform services for the Related Group (as a director, employee or independent contractor) during such 12 month period, as provided under Treasury Regulation §1.409A-1(h)(2)(ii). “ *Related Group* ” for this purpose means the Company and all other companies or other organizations that are deemed to be a part of a controlled group of corporations that includes the Company or under common control with the Company within the meaning s given those phrases in Section 414 of the Code

The undersigned Secretary of the Company hereby certifies that this Program was adopted by and became an action of the Board of Directors on the date set forth below.

**BROWN-FORMAN CORPORATION**

By: Matthew E. Hamel  
its Secretary

Date: July 25, 2013

**EXHIBIT A**

**BROWN-FORMAN CORPORATION**

**NON-EMPLOYEE DIRECTOR DEFERRED STOCK UNIT PROGRAM**

**ANNUAL CASH RETAINER DEFERRAL ELECTION**

The undersigned Director hereby elects, pursuant to Section 4(c) of the Brown-Forman Corporation Non-Employee Director Deferred Stock Unit Program, (the "Program") to defer the following amount of Annual Cash Retainer to be paid in the Board Year which begins in 20<sup>1</sup> ( *complete the % deferral lines below* )

0%

25%

50%

75%

100%

I understand that the amount of Annual Cash Retainer not so deferred will be paid in cash in 6 substantially equal installments, provided that such cash amounts will not be paid if my service as a Director ends before any cash payment date.

I acknowledge having received and read a copy of the Program's terms, and understand that the election above becomes irrevocable in accordance with the terms of the Program, and that payment to me of the amounts deferred, plus earnings or losses thereon based on their deemed conversion into units of Class A common stock or Class B common stock of the Company, as determined by the Board in its sole discretion, will not begin until after my service on the Board has ceased.

\_\_\_\_\_  
signature

Name: \_\_\_\_\_  
(please print)

Date: \_\_\_\_\_

<sup>1</sup> Must be submitted by the December 31 of the calendar year before the Board year will begin, except in the case of new participants, who have 30 days to submit, and is irrevocable when election period expires.

**EXHIBIT B**

**BROWN-FORMAN CORPORATION**

**NON-EMPLOYEE DIRECTOR DEFERRED STOCK UNIT PROGRAM**

**BENEFICIARY DESIGNATION**

Pursuant to Section 13 of the Brown-Forman Corporation Non-Employee Director Deferred Stock Unit Program, (the "Program"), the undersigned Participant hereby designates the following as the Participant's beneficiary to receive any Shares still to be delivered in payment for an Account accumulated under the Program's terms, in a single lump sum at the next payment date after my date of death:

**Primary Beneficiary(ies)\***

*\* Note, if you reside in a community property state, spousal consent will be required for you to validly designate a primary beneficiary other than your spouse; if one or more primary beneficiaries designated below does not survive the participant, the percentage indicated will be adjusted for those remaining to equal 100%, unless "per stirpes" is specified, in which case the deceased beneficiary's share will be divided among that beneficiary's issue*

Name and current address	Relationship	% Share
_____	_____	_____
_____	_____	_____
_____	_____	_____

**Contingent Beneficiary(ies)**

*to be paid if no Primary Beneficiary survives*

Name and current address	Relationship	% Share
_____	_____	_____
_____	_____	_____
_____	_____	_____

This designation of beneficiary may be revoked or amended by the Participant at any time without the consent of a previously-designated beneficiary. The last written beneficiary designation on file with the Company prior to a Participant's death will control payment of an Account. If all beneficiaries predecease the Participant, or no beneficiary is designated the terms of the Program will dictate to whom the Account is paid.

---

Signature \_\_\_\_\_

By: \_\_\_\_\_  
(print name and signing capacity)

Date: \_\_\_\_\_

**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.*

**SUMMARY**

Participant:	
Grant Date:	<b>July 25, 2013</b>
First Exercise Date:	<b>May 1, 2016</b>
Expiration Date:	<b>April 30, 2023</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 one or more of its Affiliates.

**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 one of its Affiliates 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; provided, that this provision shall not apply to an SSAR that expires on account of a for Cause termination pursuant to Section 5(C) and such SSAR shall expire unexercised as provided therein.

**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 Company 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 2014, the number of Shares subject to this SSAR shall be prorated based upon the number of whole months worked during fiscal 2014 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 2014, the number of Shares with respect to which this SSAR shall become exercisable pursuant to the first sentence of this Section 5B) shall be prorated based upon the number of whole months worked during fiscal 2014 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 for Cause.** A SSAR granted to a Participant who is terminated for Cause, as defined in the Plan, shall expire immediately as of the date and time that the Participant is notified of the termination and may not be exercised.
- D) **Involuntary Termination for Poor Performance.** A SSAR granted to a Participant whose employment is involuntarily terminated for poor performance (as determined by the Plan Administrator in its sole discretion) prior to the First Exercise Date shall expire immediately as of the date and time that the Participant is notified of the termination and may not be exercised. A SSAR granted to a Participant whose employment is involuntarily terminated for poor performance (as determined by the Plan Administrator in its sole discretion) on or after the First Exercise Date must be exercised within thirty days following termination (provided, however, where necessary, the thirty-day period may be delayed or bifurcated because of required trading black-out periods).

- E) **Involuntary Termination – No Fault.** A SSAR granted to a Participant whose employment is involuntarily terminated with “no fault” on the part of the Participant (as determined by the Plan Administrator in its sole discretion) 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; provided however, that if the Participant’s employment is involuntarily terminated for “no fault” during fiscal 2014, the number of Shares subject to this SSAR shall be prorated based upon the number of whole months worked during fiscal 2014 prior to termination (out of a 12 month year), with the remaining portion being immediately canceled and forfeited. Involuntary termination for “no fault” does not affect the First Exercise Date of this SSAR.
- F) **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). Voluntary Termination does not affect the First Exercise Date.
- G) **Termination for any Other Reasons.** If the Participant’s employment terminates for any reason other than those set out in items A through F above, and in the absence of any action by the Plan Administrator, the SSAR shall expire immediately as of the time and date of termination, and may not be exercised. However, the Plan Administrator, in its sole discretion, based on the facts and circumstances of such termination, may accelerate the First Exercise Date of all or any portion of the SSAR, and/or may delay the expiration of all or any portion of the SSAR to any date not later than the Expiration Date.

**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. 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.

**8. 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.

**9. 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.

**10. Beneficiary Designation.** The Participant 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.

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

**12. 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, and local 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. The Participant is encouraged to consult with a qualified tax advisor concerning the SSAR. 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.

**13. 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) THIS AWARD IS SUBJECT TO THE BROWN-FORMAN CORPORATION INCENTIVE COMPENSATION RECOUPMENT POLICY. BY EXECUTION HEREOF, 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.

IN WITNESS WHEREOF, the parties have caused this Award to be executed as of the Grant Date.

BROWN-FORMAN CORPORATION

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

Lisa Steiner  
Senior Vice President,  
Chief Human Resources Officer

2013 Form

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

SUMMARY

Participant:	
Grant Date:	<b>July 25, 2013</b>
Vesting Date:	<b>April 30, 2017</b>
Number of Class B Common RSUs:	
Class B Common Stock Price per Share on Grant Date:	\$

THIS AWARD, effective as of the Grant Date set forth above, represents a grant of Class B Common Restricted Stock Units by Brown-Forman Corporation, a Delaware corporation (the “Company”), under the Company’s 2013 Omnibus Compensation Plan (the “Plan”) to the Company employee 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 Class B Common Restricted Stock Units (“RSUs”) set forth in the summary table above. Each RSU represents the right to receive one share of the Company’s Class B Common Stock, subject to the terms and conditions set forth herein and in 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. Restrictions on Transferability. Until the delivery of shares of the Company’s Class B Common Stock with respect to the RSUs in accordance with the terms of this Award, the RSUs may not be sold, assigned, transferred, disposed of, pledged or otherwise hypothecated by the Participant. Any attempted sale, assignment, transfer, disposition, pledge or hypothecation of the RSUs shall be void and of no effect, and the Company shall have the right to disregard the same on its books and records and issue “stop transfer” instructions to its transfer agent.

3. Risk of Forfeiture and Payment of Shares. Except as provided herein or in the Plan, the risk of forfeiture to which the RSUs are subject shall expire, and the number of shares of the Company’s Class B Common Stock represented by this Award shall be issued to the Participant on the vesting date set forth in the summary table above (“Vesting Date”) provided that the Participant remains continuously employed by the Company or its Affiliates through the Vesting Date.

4. Termination of Employment. In the event the Participant does not remain continuously employed by the Company or its Affiliates through the Vesting Date, the following rules will apply:

4.1 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, the RSU Vesting Date will remain the same, except that the Participant will not be required to remain employed

from the Retirement date through the Vesting Date in order to receive payment hereunder; provided, however, that if the Participant terminates employment by reason of Retirement during fiscal 2014, the number of RSUs subject to this Award shall be prorated based upon the number of whole months worked during fiscal 2014 prior to Retirement (out of a 12 month year), with the remaining portion being immediately canceled and forfeited. Retirement does not accelerate the Vesting Date or the issuance of Shares on such date.

4.2 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 RSU will vest immediately and the number of shares of the Company's Class B Common Stock represented by this Award shall be delivered to the Participant's beneficiary(ies), as determined pursuant to Section 8 below, within thirty (30) days of the Participant's death or termination of employment due to Disability, with the payment date within such period to be determined by the Company in its sole discretion; provided, however, that if the Participant dies or terminates employment due to Disability during fiscal 2014, the number of RSUs subject to this Award shall be prorated based upon the number of whole months worked during fiscal 2014 prior to the Participant's termination of employment due to death/Disability (out of a 12 month year), with the remaining portion being immediately canceled and forfeited.

4.3 Voluntary Termination, Involuntary Termination for Cause, Involuntary Termination for Poor Performance. Unvested RSUs shall be immediately forfeited to the Company, without compensation to the Participant, in the event of the Participant's voluntary termination, involuntary termination for Cause (as such term is defined in the Plan), or involuntary termination for poor performance (as determined by the Plan Administrator in its sole discretion).

4.4 Involuntary Termination – "No Fault". If the Participant's employment is involuntarily terminated with "no fault" on the part of the Participant (as determined by the Plan Administrator in its sole discretion), the RSU Vesting Date will remain the same, except that the Participant will not be required to remain employed following such "no fault termination" date order to receive payment hereunder; provided however, that if the Participant's employment is involuntarily terminated with "no fault" on the part of the Participant during fiscal 2014, the number of RSUs subject to this Award shall be prorated based upon the number of months worked during fiscal 2014 prior to termination (out of a 12 month year), with any unearned portion being immediately canceled and forfeited. A "no fault" termination does not accelerate the Vesting Date or the issuance of Shares on such date.

4.5 Termination for any Other Reasons. Unless otherwise determined by the Plan Administrator, in its sole discretion, if the Participant's employment terminates for any reason other than those set out in items 4.1, 4.2, 4.3 or 4.4 immediately above or item 5 below prior to the Vesting Date, unvested RSUs shall be immediately forfeited to the Company, without compensation to the Participant. Notwithstanding the foregoing, if the Plan Administrator determines to accelerate the Vesting Date for any Award upon the Participant's termination of employment, the payment date will be a date within sixty (60) days following the Participant's termination of employment, with the payment date within such period to be determined by the Company in its sole discretion.

5. Change in Control. Upon the occurrence of a Change in Control, as defined in the Plan, RSUs shall be treated in accordance with Article 11 of the Plan; provided however, that in the event a termination without Cause or by Constructive Discharge (with the circumstances constituting a Constructive Discharge to be determined by the Plan Administrator in its discretion at or prior to a Change of Control) following a Change of Control occurs during the Company's fiscal 2014 (including what would have been such fiscal year in the absence of the Change in Control, "Fiscal 2014"), the number of RSUs subject to this Award shall be prorated based upon the number of whole months worked during Fiscal 2014 prior to termination (out of a 12 month year), with any unearned portion being immediately canceled and forfeited.

6. 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 the RSUs. Shareholder rights accrue only upon the delivery of the Shares subsequent to the vesting of the RSUs on the Vesting Date.

7. 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.

8. Beneficiary Designation. The Participant 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 8, any benefits payable under this Award upon the Participant's death shall be paid to the Participant's estate.

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

10. 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, or require the Participant to remit cash to the Company, sufficient to satisfy the minimum Federal, state, and local 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 (iii) he or she is encouraged to consult with a qualified tax advisor concerning the RSUs.

11. Miscellaneous.

11.1 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.

11.2 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.

11.3 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.

11.4 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.

11.5 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.

11.6 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.

11.7 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, 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.

11.8 Notwithstanding any other provision of this Award, to the extent the delivery of the shares of the Company's Class B Common Stock 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 of the Company's Class B Common Stock 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 Company (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).

11.9 THIS AWARD IS SUBJECT TO THE BROWN-FORMAN CORPORATION INCENTIVE COMPENSATION RECOUPMENT POLICY. BY EXECUTION HEREOF, 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.

*[remainder of page intentionally left blank]*

---

IN WITNESS WHEREOF, the Company has executed this Restricted Stock Unit Award effective as of the Grant Date set forth above.

BROWN-FORMAN CORPORATION

By: \_\_\_\_\_  
Lisa Steiner  
Senior Vice President,  
Chief Human Resources Officer

Agreed and Accepted:

\_\_\_\_\_  
Participant

2013 Form

**BROWN-FORMAN  
2013 OMNIBUS COMPENSATION PLAN  
RESTRICTED STOCK AWARD AGREEMENT**

**SUMMARY**

Participant:	
Award Date:	<b>July 25, 2013</b>
Performance Period	<b>May 1, 2013 through April 30, 2016</b>
Share Calculation Date:	<b>As soon as practicable following the Performance Period</b>
Restriction Ending Date:	<b>April 30, 2017</b>
Target Dollar Award:	<b>\$</b>
Class of Shares:	<b>Brown-Forman Corporation Class A Common</b>
Award Date Price per Share:	<b>\$</b>

THIS AWARD, effective as of the Award Date set forth above, represents a grant of Class A Common Restricted Stock by Brown-Forman Corporation, a Delaware corporation (the "Company"), under the Company's 2013 Omnibus Compensation Plan (the "Plan") to the Company employee named above ("Participant"). Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Plan.

**1. Award.** The Plan Administrator shall designate a Target Dollar Award amount for each Participant within 90 days of the beginning of the Performance Period, and shall designate one or more performance measures as set forth in Article 8 of the Plan ("Performance Measures") for the Performance Period. In arriving at a Target Dollar Award, the Plan Administrator has the right, but not the requirement, to solicit input from the Participant as to the target dollars to be delivered as Restricted Stock. Shortly after the end of the Performance Period, the Target Dollar Award will be adjusted for actual performance against the approved Performance Measures, which shall never be less than one-half nor more than one-and-one-half times the Target Dollar Award (the "Adjusted Dollars"), and the Adjusted Dollars will be converted into shares of Class A Common Restricted Stock by dividing the Adjusted Dollars by the Award Date Price per Share, rounding up to the next whole share (the "Initial Calculation of Restricted Shares"). The number of shares of Restricted Stock issuable to the Participant under this Award shall then be increased by a number of shares of Restricted Stock equivalent in value to the dividends that would have been payable on the Initial Calculation of Restricted Shares in fiscal years two and three of the Performance Period, calculated using the Award Date Price per Share, rounding up to the next whole share. Restricted Stock shall be issued in the name of the Participant, legended with the appropriate restriction, and held in escrow by the Company or its agent. Upon the vesting of the Restricted Stock, and the satisfaction of applicable withholding requirements under federal, state, local and foreign law, the Company shall issue or cause to be delivered to the participant one or more unlegended stock certificates in respect of such Restricted Stock.

**2. Term; Vesting.** The term of this Award is for a period of four years from the first day of the Performance Period of the Award. The Participant must remain continuously employed by the Company for a period of four fiscal years beginning with the fiscal year of the Award and extending through the Restriction Ending Date in order to be considered vested in the Award, except as provided in Section 3 below. Assuming continued employment, following the Restriction Ending Date the restrictions will be removed and the unrestricted vested shares shall be delivered to the Participant.

2013 Form

**3. Termination of Employment.** In the event the Participant does not remain continuously employed by the Company until the Restriction Ending Date, the following rules will apply:

3.1 Retirement. “Retirement” means termination of employment, with the consent of the Company, 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, the Performance Period and Share Calculation Date will remain unaffected; except that the Participant will not be required to remain employed following his or her Retirement date in order to receive the delivery of the shares hereunder; provided, however, that if the Participant terminates employment by reason of Retirement during fiscal 2014, the Target Dollar Award of this Award shall be prorated based upon the number of whole months worked during fiscal 2014 prior to Retirement (out of a 12 month year), with any unearned portion of the Award being immediately canceled and forfeited. Notwithstanding any other provision of this Award, the number of shares of the Company’s Class A Common Stock represented by this Award which are to be delivered pursuant to this Section 3.1 (with the number of shares to be delivered calculated under the applicable provisions of this Award) shall be delivered to the Participant within sixty (60) days of the end of the Performance Period (or if the Retirement date shall occur following the end of the Performance Period, within sixty (60) days of the Retirement date), with the delivery date within such period to be determined by the Company in its sole discretion.

3.2 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 Adjusted Dollars shall equal the Target Dollar Award, the Award shall vest immediately, and the number of shares of the Company’s Class A Common Stock represented by this Award shall be delivered to the Participant’s beneficiary(ies) within thirty (30) days of the Participant’s death or termination of employment due to Disability, with the delivery date within such period to be determined by the Company in its sole discretion; provided, however, that if the Participant dies or terminates employment due to Disability during fiscal 2014, the Target Dollar Award of this Award shall be prorated based upon the number of whole months worked during fiscal 2014 prior to death/termination due to Disability (out of a 12 month year), with any unearned portion being immediately canceled and forfeited.

3.3 Voluntary Termination, Involuntary Termination for Cause, Involuntary Termination for Poor Performance. The full amount of the Award shall be immediately forfeited to the Company, without compensation to the Participant, in the event of the Participant’s voluntary termination, involuntary termination for Cause (as such term is defined in the Plan), or involuntary termination for poor performance (as determined by the Plan Administrator in its sole discretion) prior to the Restriction Ending Date.

3.4 Involuntary Termination – “No Fault”. If the Participant’s employment is involuntarily terminated with “no fault” on the part of the Participant (as determined by the Plan Administrator in its sole discretion), the Performance Period and Share Calculation Date will remain unaffected; except that the Participant will not be required to remain employed following his or her “no fault” termination in order to receive the delivery of the shares hereunder; provided, however, that if the Participant’s employment is involuntarily terminated with “no fault” on the part of the Participant during fiscal 2014, the Target Dollar Award of this Award shall be prorated based upon the number of months worked during fiscal 2014 prior to termination (out of a 12 month year), with any unearned portion being immediately canceled and forfeited. Notwithstanding any other provision of this Award, the number of shares of the Company’s Class A Common Stock represented by this Award which are to be delivered pursuant to this Section 3.4 (with the number of shares to be delivered calculated under the applicable provisions of this Award) shall be delivered to the Participant within sixty (60) days of the end of the Performance Period (or if the “no fault” termination date shall occur following the end of the Performance Period, within sixty (60) days of the “no fault” termination date), with the delivery date within such period to be determined by the Company in its sole discretion.

**3.5 Termination for any Other Reasons.** Unless otherwise determined by the Plan Administrator, in its sole discretion, if the Participant's employment terminates for any reason other than those set out in items 3.1, 3.2, 3.3 or 3.4 above or item 4 below prior to the Restriction Ending Date, the full amount of the Award shall be immediately forfeited to the Company, without compensation to the Participant. Notwithstanding the foregoing, if the Plan Administrator determines to accelerate the Restriction Ending Date for any Award upon the Participant's termination of employment, the delivery date of any Shares will be a date within sixty (60) days following the Participant's termination of employment, with the delivery date within such period to be determined by the Company in its sole discretion.

**4. Change in Control.** Upon the occurrence of a Change in Control, as defined in the Plan, Awards shall be treated in accordance with Article 11 of the Plan; provided however, that in the event a termination without Cause or by Constructive Discharge (with the circumstances constituting a Constructive Discharge to be determined by the Plan Administrator in its discretion at or prior to a Change of Control) following a Change of Control occurs during fiscal 2014 (including what would have been such fiscal year in the absence of the Change in Control, "Fiscal 2014"), the Target Value Dollar Award of this Award shall be prorated based upon the number of whole months worked during Fiscal 2014 prior to termination (out of a 12 month year), with any unearned portion being immediately canceled and forfeited.

**5. Rights as a Stockholder.** During the Performance Period prior to the issuance of Restricted Stock, the Participant has no rights as a stockholder (including, but not limited to, the right to receive regular quarterly dividends or dividend equivalents). However, following the issuance of Restricted Stock after the end of the Performance Period, the Participant will have the same stockholder rights as other holders of Class A Common Stock except that vesting and the right to sell the shares is restricted as provided herein. Dividends (or dividend equivalents) are payable to the Participant following the issuance of Restricted Stock after the end of the Performance Period prior to the Restriction Ending Date, unless the payment of such dividends creates issues (as determined by the Plan Administrator) under any IRS or SEC regulations including IRC Section 162(m), in which case they will be accrued and paid out at the time the underlying Restricted Stock becomes free of restrictions (or at such later date as the Plan Administrator determines such issues are no longer present).

**6. Restrictions on Transfer.** Prior to the Restriction Ending Date and the removal of the restrictions on the Shares, this Award and the Restricted Stock may not be sold, transferred, pledged, assigned, or otherwise alienated or hypothecated, other than by will or by the laws of descent and distribution.

**7. Recapitalization.** If there is any change in the Company's Shares 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, as well as the Award Price per Share, 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.

**8. Beneficiary Designation.** The Participant 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.

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

**10. Miscellaneous.**

- A) This Award and the Participant's rights under it are subject to all the terms and conditions of the Plan and this Restricted Stock Award Agreement, as they may be amended from time to time, as well as to such rules as the Plan Administrator may adopt. The Plan Administrator may impose such restrictions on this Award 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 Restricted Stock shall be subject to the requirements that, if at any time the Plan Administrator shall determine that (i) the listing, registration or qualification of Class A Common Stock subject or related thereto upon any securities exchange or under any federal or state law, or (ii) the consent or approval of any governmental body, or (iii) an agreement by the Participant with respect to the disposition of shares of Class A Common Stock is necessary or desirable as a condition of, or in connection with, the delivery or purchase of shares pursuant thereto, then in such event, the grant of Restricted Stock shall not be effective unless such listing, registration, qualification, consent, approval or agreement shall have been effected or obtained free of any conditions not acceptable to the Plan Administrator. The Plan Administrator may administer, construe, and make all determinations necessary or appropriate to the administration of the Plan and this Award, 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. This Agreement may not be modified, amended or waived except by an instrument in writing signed by both parties hereto. The waiver by either party of compliance with any provision of this Agreement shall not operate or be construed as a waiver of any other provision of this Agreement, or of any subsequent breach by such party of a provision of this Agreement.
- C) The Company may deduct or withhold, or require the Participant to remit to the Company, an amount sufficient to satisfy Federal, state, and local 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.

The Participant may remit sufficient cash to the Company to satisfy the withholding requirement or the Participant may elect to satisfy the withholding requirement, in whole or

---

in part, by having the Company withhold Shares having an aggregate Fair Market Value, on the date the tax is to be determined, equal to the minimum amount required to be withheld. Such elections shall be irrevocable, shall be in writing, and shall be signed by the Participant before the day that the transaction becomes taxable.

- D) 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.
- E) 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.
- F) 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.
- G) 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.
- H) 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, except that a performance-based Award cannot be replaced by a non-performance-based Award if performance goals are not achieved.
- I) 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, Section 409A of the Code and the Treasury Regulations and other interpretive guidance issued thereunder. 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.

Notwithstanding any other provision of this Award, to the extent the issuance of the Restricted Stock represented by this Award following the Performance Period does not qualify as a "short term deferral" pursuant to Section 1.409A-1(b)(4) (or any other exception to Section 409A) and 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 Company (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).

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 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.
- K) The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.
- L) THIS AWARD IS SUBJECT TO THE BROWN-FORMAN CORPORATION INCENTIVE COMPENSATION RECOUPMENT POLICY. BY EXECUTION HEREOF, 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.

IN WITNESS WHEREOF, the parties have caused this Award to be executed as of the Grant Date.

BROWN-FORMAN CORPORATION

By:

\_\_\_\_\_  
Lisa Steiner  
Senior Vice President,  
Chief Human Resources Officer

Agreed and Accepted:

\_\_\_\_\_  
Participant



NEWS RELEASE

FOR FURTHER INFORMATION:

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

**FOR IMMEDIATE RELEASE****BROWN-FORMAN SHAREHOLDERS TOAST RECORD YEAR****Directors Elected, Compensation Plan Approved; Dividend Declared**

**Louisville, KY, July 25, 2013** – Brown-Forman Corporation (NYSE:BFA, BFB) shareholders gathered today in Louisville to celebrate another record year of results for the 143-year-old company.

During the course of the meeting, shareholders re-elected the following individuals to the Brown-Forman Board of Directors: Joan C. Lordi Amble; Patrick Bousquet-Chavanne; Geo. Garvin Brown IV; Martin S. Brown, Jr.; Bruce L. Byrnes; John D. Cook; Sandra A. Frazier; Dace Brown Stubbs; Paul C. Varga; and James S. Welch, Jr. Shareholders also approved the company's 2013 Omnibus Compensation Plan.

In remarks during the meeting, Brown-Forman Board Chairman Geo. Garvin Brown IV thanked the shareholders for their on-going support of the board, the company's leadership team, and the company's employees around the world. He noted that 2013 celebrates the 80<sup>th</sup> anniversary of Brown-Forman's initial public offering, which was made at the end of Prohibition in 1933. He said that Brown-Forman has thrived over the last 80 years because of the company's skillful ability to balance risk and reward so well in all of its endeavors.

Paul Varga, chairman and CEO, discussed the company's strong performance in fiscal 2013, noting the underlying operating income growth rate of 13% far exceeded the industry's average rate of growth, and the company's 22% Return on Invested Capital was also at the top of the distilled spirits industry. "This performance was led by the remarkable Jack Daniel's trademark, as well as solid growth contributions from our Woodford Reserve, Herradura, and Finlandia brands," said Varga.

(more)

BROWN-FORMAN CORPORATION 850 DIXIE HIGHWAY, LOUISVILLE, KY 40210 E-MAIL: [BROWN-FORMAN@B-F.COM](mailto:BROWN-FORMAN@B-F.COM) [WWW.BROWN-FORMAN.COM](http://WWW.BROWN-FORMAN.COM)

---

Varga also highlighted Brown-Forman's balanced strategy. "We believe that by approaching the business in a thoughtful and balanced manner, we are best positioned to consistently make good decisions and produce excellent results."

In a separate meeting, the Board of Directors approved a regular quarterly cash dividend of 25-1/2 cents per share on Class A and Class B Common Stock. Stockholders of record on September 5, 2013, will receive the cash dividend on October 1, 2013. With this dividend, Brown-Forman will have paid regular quarterly cash dividends for 68 consecutive years. The Company has also increased the regular cash dividend for 29 consecutive years.

For more than 140 years, Brown-Forman Corporation has enriched the experience of life by responsibly building fine quality beverage alcohol brands, including Jack Daniel's Tennessee Whiskey, Southern Comfort, Finlandia, Jack Daniel's & Cola, Canadian Mist, Korbel, Gentleman Jack, el Jimador, Herradura, Sonoma-Cutrer, Chambord, New Mix, Tuaca, and Woodford Reserve. Brown-Forman's brands are supported by nearly 4,000 employees and sold in more than 160 countries worldwide. For more information about the Company, please visit <http://www.brown-forman.com/>.

(more)

BROWN-FORMAN CORPORATION 850 DIXIE HIGHWAY, LOUISVILLE, KY 40210 E-MAIL: [BROWN-FORMAN@B-F.COM](mailto:BROWN-FORMAN@B-F.COM) WWW.BROWN-FORMAN.COM

---

## Important Information on Forward-Looking Statements:

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,” “will,” “will continue,” 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 other factors include, but are not limited to:

- Unfavorable global or regional economic conditions, and related low consumer confidence, high unemployment, weak credit or capital markets, sovereign debt defaults, sequestrations, austerity measures, higher interest rates, 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 political or civil unrest; local labor policies and conditions; protectionist trade policies; compliance with local trade practices and other regulations, including anti-corruption laws; terrorism; and health pandemics
- Fluctuations in foreign currency exchange rates
- Changes in laws, regulations or policies - especially those that affect the production, importation, marketing, 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 (e.g., 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 brown spirits, our premium products, or spirits generally, and our ability to anticipate and react to them; decline in the social acceptability of beverage alcohol products in significant markets; bar, restaurant, travel or other on-premise declines
- Production facility, aging warehouse or supply chain disruption; imprecision in supply/demand forecasting
- Higher costs, lower quality or unavailability of energy, input materials or finished goods
- Route-to-consumer changes that affect the timing of our sales, temporarily disrupt the marketing or sale of our products, for result in implementation-related or higher 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, 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
- Insufficient protection of our intellectual property rights
- Product counterfeiting, tampering, or recall, 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
- Business disruption, decline or costs related to organizational changes, reductions in workforce or other cost-cutting measures, or our failure to attract or retain key executive or employee talent

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.

###