

March 17, 2020

Nathaniel King
10909 Giddings cir
Dallas, TX75238

Re: Your Employment Offer

Dear Nathaniel,

On behalf of Five Below (the Company), I am proud to extend you an offer to join our Company as an Assistant General manager in Training. You will initially be assigned to the Wylie, TX store, before possibly being reassigned elsewhere permanently. Though your day-to-day responsibilities will be diverse your principal duties will be to assist the General Manager in managing all aspects of the business within a store. This is a full time position with an average 37-40 hour workweek. Your offer of employment is expressly conditioned on your signing and returning this letter.

Your hourly rate of pay will be \$15, which will be paid every other week, less payroll deductions and all required withholdings. The first day of the calendar month that is up to sixty days after your start date, you will be eligible to participate in the health benefits plans that the company sponsors for its employees. You will be reviewed annually in accordance with the company's annual review of the field organization beginning in April 2021. You will receive ten days vacation during the first vacation year (May 1 - April 30), prorated for the portion of the year that you are employed. The company may modify your compensation and benefits, as it deems necessary.

You will be an "at-will" employee who can resign or terminate your employment with the Company at any time. Likewise, the Company may terminate your employment at any time and for any reason whatsoever, with or without "Cause" or advance notice. This at-will employment relationship cannot be changed except as approved in writing by a duly authorized Company officer.

As a Company employee, you will be expected to abide by the Company rules and regulations. By executing this letter, you represent that (1) you will not be prevented from performing any of your duties for the company as a result of any agreement with or other contractual or statutory obligation to (including, without limitation, any non-competition, proprietary information or fraudulent conduct in your past.

This letter forms the complete statement of your employment agreement with the company. The employment terms in this letter supersede any other agreements or promises made to you written or oral. As required by law, this offer is subject to satisfactory proof of your right to work in the United States. We are excited about working with you and having you as part of our team. If you have any questions regarding this offer, please call me. If acceptable, please countersign and date this letter in the space provided below and return original of this letter to me.

Sincerely,
FIVE BELOW

David Gonzales
General Manager | Wylie

I have read and understand the terms of this employment offer and accept this offer as presented:

Nathaniel King

Date