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

FORM 8-K

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

Date of Report (Date of earliest event reported) June 18, 2009

URBAN OUTFITTERS, INC.

(Exact Name of Registrant as Specified in its Charter)

Pennsylvania
(State or other jurisdiction
of incorporation)

000-22754
(Commission File Number)

23-2003332
(IRS Employer
Identification No.)

5000 South Broad St, Philadelphia PA
(Address of principal executive offices)

19112-1495
(Zip Code)

Registrant's telephone number, including area code (215) 454-5500

N/A
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4))
-
-

Item 8.01 Other Events

Attached hereto as Exhibits 99.1 through 99.6 are forms of stock option agreements to be used in connection with stock option grants to the Company's executive officers and non-employee directors under the Urban Outfitters 2004 Stock Incentive Plan, as amended, and the Urban Outfitters 2008 Stock Incentive Plan.

Item 9.01. Financial Statements and Exhibits.

<u>Exhibit Number</u>	<u>Description</u>
99.1	2004 Plan – Non-Qualified Stock Option Agreement.
99.2	2004 Plan – Non-Employee Director Non-Qualified Stock Option Agreement.
99.3	2004 Plan – Incentive Stock Option Agreement.
99.4	2008 Plan – Non-Qualified Stock Option Agreement.
99.5	2008 Plan – Non-Employee Director Non-Qualified Stock Option Agreement.
99.6	2008 Plan – Incentive Stock Option Agreement.

SIGNATURE

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

URBAN OUTFITTERS, INC.

Date: June 18, 2009

By: /s/ John E. Kyees
John E. Kyees
Chief Financial Officer

EXHIBIT INDEX

<u>Exhibit Number</u>	<u>Description</u>
99.1	2004 Plan – Non-Qualified Stock Option Agreement.
99.2	2004 Plan – Non-Employee Director Non-Qualified Stock Option Agreement.
99.3	2004 Plan – Incentive Stock Option Agreement.
99.4	2008 Plan – Non-Qualified Stock Option Agreement.
99.5	2008 Plan – Non-Employee Director Non-Qualified Stock Option Agreement.
99.6	2008 Plan – Incentive Stock Option Agreement.

URBAN OUTFITTERS
2004 STOCK INCENTIVE PLAN

NON-QUALIFIED STOCK OPTION AGREEMENT

NON-QUALIFIED STOCK OPTION AGREEMENT (the "Agreement") dated as of the ____ day of _____, _____ (the "Grant Date") between Urban Outfitters, Inc. (the "Company"), a Pennsylvania corporation, and _____, (the "Optionee") an employee of the Company or a Related Corporation, as defined in the Urban Outfitters 2004 Stock Incentive Plan (the "Plan").

WITNESSETH

WHEREAS, the Company desires to afford the Optionee an opportunity to purchase shares of the Company's common stock ("Common Stock") as hereinafter provided, in accordance with provisions of the Plan, a copy of which has been provided to the Optionee. Except as otherwise provided in this Agreement, terms used in this Agreement shall have the same meaning as in the Plan.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth and for other good and valuable consideration, the legal sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound hereunder, agree as follows:

1. Grant of Option. The Company hereby confirms the grant to the Optionee of the right and option ("Option") to purchase all or any part of an aggregate of _____ shares of Common Stock. Upon the sale of Common Stock purchased under the Option, the Company shall be entitled to any proceeds representing that portion of the sales price which exceeds 500% of the Fair Market Value at the Grant Date (the "Excess"). For example, if the Fair Market Value is \$10.00, any proceeds above \$50.00 shall accrue to the Company and not to the Optionee. The Option is in all respects limited and conditioned, as hereinafter provided, and is subject in all respects to the terms and conditions of the Plan now in effect and as it may be amended from time to time (but only to the extent that such amendments apply to outstanding options). Such terms and conditions are incorporated herein by reference and are made a part hereof.

2. Purchase Price. The purchase price of each share ("Option Price") of Common Stock covered by the Option shall be \$ _____ per share.

3. Term. Unless earlier terminated pursuant to any provision of this Agreement or of the Plan, this Option shall expire on _____; seven years from the Grant Date.

4. Exercise of Option. Subject to Section 14 of the Plan and to Paragraphs 3, and 8 through 10 of this Agreement, this Option shall become exercisable in _____ (____) installments and the Optionee shall have the right to purchase from the Company, on or after the following dates, the following number of shares of Common Stock:

Date Installment Becomes Exercisable	Number of Option Shares
_____	_____
_____	_____
_____	_____

No additional vesting shall occur after the Optionee's Termination of Service.

The right of the Optionee to purchase the shares which are the subject of any installment of the Option which has become exercisable may be exercised in whole or in part at any time or times prior to the expiration or other termination of the Option. The foregoing provisions of this Paragraph 4 notwithstanding, the exercisability of the Option is subject to the terms and conditions of the Plan.

5. Method of Exercising Option. Subject to the terms and conditions of this Agreement and the Plan, the Option may be exercised upon written notice to the Company, at its principal office, which is located at 5000 South Broad Street, Philadelphia, Pennsylvania 19112. Such notice shall state the election to exercise the Option and the number of shares with respect to which it is being exercised; shall be signed by the person or persons so exercising the Option; shall, if the Company so requests, be accompanied by the investment certificate referred to in Paragraph 6 hereof; and shall be accompanied by payment of the full Option Price of such shares. Only full shares will be issued. Any fractional share will be forfeited.

The Option Price shall be paid to the Company:

(a) In cash, or in its equivalent: certified check, bank draft, or postal or express money order;

(b) In Common Stock previously acquired by the Optionee;

(c) By delivering a properly executed notice of exercise of the Option to the Company and a broker, with irrevocable instructions to the broker promptly to deliver to the Company the amount of sale or loan proceeds necessary to pay the exercise price of the Option; or

(d) In any combination of (a), (b) and (c) above.

In the event such Option Price is paid, in whole or in part, with shares of Common Stock, the portion of the Option Price so paid shall be equal to the fair market value (as defined in the Plan) of the Common Stock surrendered in payment of such Option Price on the date of exercise of the Option.

Upon receipt of such notice and payment, the Company, as promptly as practicable, shall deliver or cause to be delivered a certificate or certificates representing the shares with respect to which the Option is so exercised. The certificate or certificates for the shares as to which the Option shall have been so exercised shall be registered in the name of the person or persons so exercising the Option (or, if the Option shall be exercised by the Optionee

and if the Optionee shall so request in the notice exercising the Option, shall be registered in the name of the Optionee and the Optionee's spouse, jointly, with right of survivorship) and shall be delivered as provided above to or upon the written order of the person or persons exercising the Option. In the event the Option shall be exercised by any person or persons after the legal disability or death of the Optionee, such notice shall be accompanied by appropriate proof of the right of such person or persons to exercise the Option. All shares that shall be purchased upon the exercise of the Option as provided herein shall be fully paid and non assessable by the Company.

The Optionee shall pay to the Company the amount of any Excess realized by the Optionee upon sale of the Common Stock issued upon exercise of this Option within 20 business days after realization thereof. Any Excess not timely paid shall bear interest at the rate of 10% per annum until paid.

6. Shares to be Purchased for Investment. Unless the Company has theretofore notified the Optionee that a registration statement covering the shares to be acquired upon the exercise of the Option has become effective under the Securities Act of 1933, as amended, and the Company has not thereafter notified the Optionee that such registration statement is no longer effective, it shall be a condition to any exercise of this Option that the shares acquired upon such exercise be acquired for investment and not with a view to distribution, and the person effecting such exercise shall submit to the Company a certificate of such investment intent, together with such other evidence supporting the same as the Company may request. The Company shall be entitled to restrict the transferability of the shares issued upon any such exercise to the extent necessary to avoid a risk of violation of the Securities Act of 1933 or of any rules or regulations promulgated thereunder. Such restrictions may, at the option of the Company, be noted or set forth in full on the share certificates.

7. Non Transferability of Option. This Option is not assignable or transferable by the Optionee otherwise than by will or by the laws of descent and distribution and, during the lifetime of the Optionee, this Option shall be exercisable only by Optionee or by his or her guardian or legal representative.

8. Termination of Service for a Reason Other Than Death or Disability. If the Optionee's Termination of Service occurs for any reason other than death or Disability prior to the expiration date of this Option as set forth in Paragraph 3, this Option may be exercised, to the extent of the number of shares with respect to which the Optionee could have exercised it on the date of such Termination of Service, or to any greater extent permitted by the Committee, by the Optionee at any time prior to the earlier of (i) 30 days following the date of such Termination of Service or (ii) the expiration date set forth in Paragraph 3.

9. Disability. If the Optionee becomes Disabled prior to the expiration date of this Option as set forth in Paragraph 3, and the Optionee's Termination of Service occurs as a consequence of such Disability, this Option may be exercised, to the extent of the number of shares with respect to which the Optionee could have exercised it on the date of such Termination of Service, or to any greater extent permitted by the Committee, by the Optionee (or in the event of the Optionee's legal disability, by the Optionee's legal representative) at any time prior to the earlier of (i) six months following the date of such Termination of Service or (ii) the expiration date set forth in Paragraph 3.

10. Death. If the Optionee's Termination of Service occurs as a result of death, or if the Optionee dies after his or her Termination of Service but prior to the expiration of the period determined under Paragraph 8 or 9 above, this Option may be exercised, to the extent of the number of shares with respect to which the Optionee could have exercised it on the date of his or her death, or to any greater extent permitted by the Committee, by the Optionee's estate, personal representative or beneficiary who acquired the right to exercise this Option by bequest or inheritance or by reason of the Optionee's death, at any time prior to the earlier of (i) six months following the date of such death or (ii) the expiration date set forth in Paragraph 3.

11. Change in Control. This Option shall become fully exercisable on a Change in Control if the Optionee has not incurred a Termination of Service before the date of the Change in Control.

12. Governing Law. This Agreement shall be governed by Pennsylvania law (without reference to the principles of conflicts of laws), to the extent not governed by Federal law.

13. Withholding of Taxes. The obligation of the Company to deliver shares of Common Stock upon the exercise of the Option shall be subject to applicable federal, state and local tax withholding requirements. If the exercise of any Option is subject to the withholding requirements of applicable tax laws, the Optionee, subject to the provisions of the Plan and such additional withholding rules (the "Withholding Rules") as shall be adopted by the Committee, may satisfy the withholding tax, in whole or in part, by electing to have the Company withhold (or by returning to the Company) shares of Common Stock, which shares shall be valued, for this purpose, at their fair market value on the date the amount attributable to the exercise of the Option is includable in income by the Optionee under section 83 of the Internal Revenue Code of 1986, as amended (the "Code") (the "Determination Date"). Such election must be made in compliance with and subject to the Withholding Rules. The number of shares withheld for purposes of taxes shall be limited, to the extent necessary, to avoid adverse accounting consequences.

IN WITNESS WHEREOF, the Company has caused this Non Qualified Stock Option Agreement to be duly executed by a duly authorized officer, and the Optionee has hereunto set his or her hand.

OPTIONEE

URBAN OUTFITTERS, INC.

Optionee's Signature

By: _____

Date

Date

URBAN OUTFITTERS
2004 STOCK INCENTIVE PLANNON-QUALIFIED STOCK OPTION AGREEMENT
FOR NON-EMPLOYEE DIRECTORS

NON-QUALIFIED STOCK OPTION AGREEMENT (the "Agreement") dated as of the ____ day of _____, _____ (the "Grant Date") between Urban Outfitters, Inc. (the "Company"), a Pennsylvania corporation, and _____, (the "Optionee") a Non-Employee Director of the Company, as defined in the Urban Outfitters 2004 Stock Incentive Plan (the "Plan").

WITNESSETH

WHEREAS, the Company desires to afford the Optionee an opportunity to purchase shares of the Company's common stock ("Common Stock") as hereinafter provided, in accordance with provisions of the Plan, a copy of which has been provided to the Optionee. Except as otherwise provided in this Agreement, terms used in this Agreement shall have the same meaning as in the Plan.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth and for other good and valuable consideration, the legal sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound hereunder, agree as follows:

1. Grant of Option. The Company hereby confirms the grant to the Optionee of the right and option ("Option") to purchase all or any part of an aggregate of _____ shares of Common Stock. Upon the sale of Common Stock purchased under the Option, the Company shall be entitled to any proceeds representing that portion of the sales price which exceeds 500% of the Fair Market Value at the Grant Date (the "Excess"). For example, if the Fair Market Value is \$10.00, any proceeds above \$50.00 shall accrue to the Company and not to the Optionee (or the Optionee's transferee, if any, under Paragraph 7). The Option is in all respects limited and conditioned, as hereinafter provided, and is subject in all respects to the terms and conditions of the Plan now in effect and as it may be amended from time to time (but only to the extent that such amendments apply to outstanding options). Such terms and conditions are incorporated herein by reference and are made a part hereof.

2. Purchase Price. The purchase price of each share ("Option Price") of Common Stock covered by the Option shall be \$_____ per share.

3. Term. Unless earlier terminated pursuant to any provision of this Agreement or of the Plan, this Option shall expire on _____ (seven years from the Grant Date).

4. Exercise of Option. Subject to Section 14 of the Plan and to Paragraphs 3, and 8 through 10 of this Agreement, this Option shall become fully exercisable on _____. The right of the Optionee to purchase shares under this Option may be exercised in whole or in part at any time or times after the Option has become exercisable, and prior to the expiration or other termination of the Option.

The foregoing provisions of this Paragraph 4 notwithstanding, the exercisability of the Option is subject to the terms and conditions of the Plan.

5. Method of Exercising Option. Subject to the terms and conditions of this Agreement and the Plan, the Option may be exercised upon written notice to the Company, at its principal office, which is located at 5000 South Broad Street, Philadelphia, Pennsylvania 19112. Such notice shall state the election to exercise the Option and the number of shares with respect to which it is being exercised; shall be signed by the person or persons so exercising the Option; shall, if the Company so requests, be accompanied by the investment certificate referred to in Paragraph 6 hereof; and shall be accompanied by payment of the full Option Price of such shares. Only full shares will be issued. Any fractional share will be forfeited.

The Option Price shall be paid to the Company:

(a) In cash, or in its equivalent: certified check, bank draft, or postal or express money order;

(b) In Common Stock previously acquired by the Optionee;

(c) By delivering a properly executed notice of exercise of the Option to the Company and a broker, with irrevocable instructions to the broker promptly to deliver to the Company the amount of sale or loan proceeds necessary to pay the exercise price of the Option; or

(d) In any combination of (a), (b) and (c) above.

In the event such Option Price is paid, in whole or in part, with shares of Common Stock, the portion of the Option Price so paid shall be equal to the fair market value (as defined in the Plan) of the Common Stock surrendered in payment of such Option Price on the date of exercise of the Option.

Upon receipt of such notice and payment, the Company, as promptly as practicable, shall deliver or cause to be delivered a certificate or certificates representing the shares with respect to which the Option is so exercised. The certificate or certificates for the shares as to which the Option shall have been so exercised shall be registered in the name of the person or persons so exercising the Option (or, if the Option shall be exercised by the Optionee and if the Optionee shall so request in the notice exercising the Option, shall be registered in the name of the Optionee and the Optionee's spouse, jointly, with right of survivorship) and shall be delivered as provided above to or upon the written order of the person or persons exercising the Option. In the event the Option shall be exercised by any person or persons after the legal disability or death of the Optionee, such notice shall be accompanied by appropriate proof of the right of such person or persons to exercise the Option. All shares that shall be purchased upon the exercise of the Option as provided herein shall be fully paid and non assessable by the Company.

The Optionee (or the Optionee's transferee, if any, under Paragraph 7) shall pay to the Company the amount of any Excess realized by the Optionee (or such transferee) upon sale of the Common Stock issued upon exercise of this Option within 20 business days after realization thereof. Any Excess not timely paid shall bear interest at the rate of 10% per annum until paid.

6. Shares to be Purchased for Investment. Unless the Company has theretofore notified the Optionee that a registration statement covering the shares to be acquired upon the exercise of the Option has become effective under the Securities Act of 1933, as amended, and the Company has not thereafter notified the Optionee that such registration statement is no longer effective, it shall be a condition to any exercise of this Option that the shares acquired upon such exercise be acquired for investment and not with a view to distribution, and the person effecting such exercise shall submit to the Company a certificate of such investment intent, together with such other evidence supporting the same as the Company may request. The Company shall be entitled to restrict the transferability of the shares issued upon any such exercise to the extent necessary to avoid a risk of violation of the Securities Act of 1933 or of any rules or regulations promulgated thereunder. Such restrictions may, at the option of the Company, be noted or set forth in full on the share certificates.

7. Transferability of Option. This Option is assignable or transferable, in whole or in part, by the Optionee by will or the laws of descent and distribution. In addition, the Optionee may transfer all or part of this Option, without consideration, to (1) the Optionee's child, stepchild, grandchild, parent, stepparent, grandparent, spouse, former spouse, sibling, niece, nephew, mother-in-law, father-in-law, son-in-law, brother-in-law, and sister-in-law, including adoptive relationships, and any person sharing the Optionee's household (other than a tenant or employee) ("Permitted Transferees"), (2) a trust in which one or more Permitted Transferees in the aggregate have more than 50% of the beneficial interest, (3) a foundation in which one or more Permitted Transferees (and the Optionee) in the aggregate control the management of assets, and (4) any other entity in which one or more Permitted Transferees (and the Optionee) in the aggregate own more than 50% of the voting interests. The Optionee shall provide the Company advance notice of any transfer pursuant to the preceding sentence. Following any such transfer, the Option shall continue to be subject to the same terms and conditions as were applicable immediately prior to the transfer. However, the Option may not be subsequently transferred by the transferee except a subsequent transfer back to the Optionee or transfers by will or the laws of descent and distribution. Furthermore, the transferee shall not be entitled to exercise any transferred Option unless there shall be in effect a registration statement or an appropriate form covering the shares to be acquired by the transferee, if the Company determines that such a registration statement is necessary or appropriate.

8. Termination of Service. If the Optionee's Termination of Service occurs for any reason other than death prior to the expiration date of this Option as set forth in Paragraph 3, this Option may be exercised, only to the extent of the number of shares with respect to which the Optionee could have exercised it on the date of such Termination of Service, by the Optionee (or in the event of the Optionee's legal disability, by the Optionee's legal representative) at any time prior to the earlier of (i) one year following the date of such Termination of Service, or (ii) the expiration date set forth in Paragraph 3.

9. Death. If the Optionee's Termination of Service occurs as a result of death, or if the Optionee dies after his or her Termination of Service but prior to the expiration of the period determined under Paragraph 8 above, this Option may be exercised, to the extent of the number of shares with respect to which the Optionee could have exercised it on the date of his or her death, by the Optionee's estate, personal representative or beneficiary who acquired the right to exercise this Option by bequest or inheritance or by reason of the Optionee's death, at any time prior to the earlier of (i) one year following the date of such death or (ii) the expiration date set forth in Paragraph 3.

10. Change in Control. This Option shall become fully exercisable on a Change in Control if the Optionee has not incurred a Termination of Service before the date of the Change in Control.

11. Governing Law. This Agreement shall be governed by Pennsylvania law (without reference to the principles of conflicts of laws), to the extent not governed by Federal law.

IN WITNESS WHEREOF, the Company has caused this Non Qualified Stock Option Agreement to be duly executed by a duly authorized officer, and the Optionee has hereunto set his or her hand.

OPTIONEE

URBAN OUTFITTERS, INC.

Optionee's Signature

By: _____

Date

Date

URBAN OUTFITTERS
2004 STOCK INCENTIVE PLAN
INCENTIVE STOCK OPTION AGREEMENT

INCENTIVE STOCK OPTION AGREEMENT (the "Agreement") dated as of the ____ day of _____, _____ (the "Grant Date") between Urban Outfitters, Inc. (the "Company"), a Pennsylvania corporation, and _____, (the "Optionee") an employee of the Company or a Related Corporation, as defined in the Urban Outfitters 2004 Stock Incentive Plan (the "Plan").

WITNESSETH

WHEREAS, the Company desires to afford the Optionee an opportunity to purchase shares of the Company's common stock ("Common Stock") as hereinafter provided, in accordance with provisions of the Plan, a copy of which has been provided to the Optionee. Except as otherwise provided in this Agreement, terms used in this Agreement shall have the same meaning as in the Plan.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth and for other good and valuable consideration, the legal sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound hereunder, agree as follows:

1. Grant of Option. The Company hereby confirms the grant to the Optionee of the right and option ("Option") to purchase all or any part of an aggregate of _____ shares of Common Stock. Upon the sale of Common Stock purchased under the Option, the Company shall be entitled to any proceeds representing that portion of the sales price which exceeds 500% of the Fair Market Value at the Grant Date (the "Excess"). For example, if the Fair Market Value is \$10.00, any proceeds above \$50.00 shall accrue to the Company and not to the Optionee. The Option is in all respects limited and conditioned, as hereinafter provided, and is subject in all respects to the terms and conditions of the Plan now in effect and as it may be amended from time to time (but only to the extent that such amendments apply to outstanding options). Such terms and conditions are incorporated herein by reference and are made a part hereof. It is intended that the Option granted hereunder be an incentive stock option ("ISO") meeting the requirements of the Plan and section 422 of the Internal Revenue Code of 1986, as amended (the "Code").

2. Purchase Price. The purchase price of each share ("Option Price") of Common Stock covered by the Option shall be \$_____ per share. It is the determination of the Committee that on the Grant Date the Option Price was not less than 100% (110% for an Optionee who owns (or is deemed to own) more than 10% of the total combined voting power of all shares of stock of the Company or of a related corporation — "More-Than 10% Owner") of the Fair Market Value of a share of the Common Stock.

3. Term. Unless earlier terminated pursuant to any provision of this Agreement or of the Plan, this Option shall expire on _____, 20____ which date is not more than ten years from the Grant Date (five years in the case of a More-Than 10% Owner).

4. Exercise of Option. Subject to Section 14 of the Plan and to Paragraphs 3, and 8 through 10 of this Agreement, this Option shall become exercisable in _____ (____) installments, and the Optionee shall have the right to purchase from the Company, on or after the following dates, the following number of shares of Common Stock:

Date Installment Becomes Exercisable	Number of Option Shares
_____	_____
_____	_____
_____	_____

No additional vesting shall occur after the Optionee's Termination of Service.

The right of the Optionee to purchase the shares which are the subject of any installment of the Option which has become exercisable may be exercised in whole or in part at any time or times prior to the expiration or other termination of the Option. The foregoing provisions of this Paragraph 4 notwithstanding, the exercisability of the Option is subject to the terms and conditions of the Plan.

5. Method of Exercising Option. Subject to the terms and conditions of this Agreement and the Plan, the Option may be exercised upon written notice to the Company, at its principal office, which is located at 5000 South Broad Street, Philadelphia, Pennsylvania 19112. Such notice shall state the election to exercise the Option and the number of shares with respect to which it is being exercised; shall be signed by the person or persons so exercising the Option; shall, if the Company so requests, be accompanied by the investment certificate referred to in Paragraph 6 hereof; and shall be accompanied by payment of the full Option Price of such shares. Only full shares will be issued. Any fractional share will be forfeited.

The Option Price shall be paid to the Company:

(a) In cash, or in its equivalent: certified check, bank draft, or postal or express money order;

(b) In Common Stock previously acquired by the Optionee;

(c) By delivering a properly executed notice of exercise of the Option to the Company and a broker, with irrevocable instructions to the broker promptly to deliver to the Company the amount of sale or loan proceeds necessary to pay the exercise price of the Option; or

(d) In any combination of (a), (b), and (c) above.

In the event such Option Price is paid, in whole or in part, with shares of Common Stock, the portion of the Option Price so paid shall be equal to the fair market value (as defined in the Plan) of the Common Stock surrendered in payment of such Option Price on the date of exercise of the Option.

Upon receipt of such notice and payment, the Company, as promptly as practicable, shall deliver or cause to be delivered a certificate or certificates representing the shares with respect to which the Option is so exercised. The certificate or certificates for the shares as to which the Option shall have been so exercised shall be registered in the name of the

person or persons so exercising the Option (or, if the Option shall be exercised by the Optionee and if the Optionee shall so request in the notice exercising the Option, shall be registered in the name of the Optionee and the Optionee's spouse, jointly, with right of survivorship) and shall be delivered as provided above to or upon the written order of the person or persons exercising the Option. In the event the Option shall be exercised by any person or persons after the legal disability or death of the Optionee, such notice shall be accompanied by appropriate proof of the right of such person or persons to exercise the Option. All shares that shall be purchased upon the exercise of the Option as provided herein shall be fully paid and non assessable by the Company.

The Optionee shall pay to the Company the amount of any Excess realized by the Optionee upon sale of the Common Stock issued upon exercise of this Option within 20 business days after realization thereof. Any Excess not timely paid shall bear interest at the rate of 10% per annum until paid.

6. Shares to be Purchased for Investment. Unless the Company has theretofore notified the Optionee that a registration statement covering the shares to be acquired upon the exercise of the Option has become effective under the Securities Act of 1933, as amended, and the Company has not thereafter notified the Optionee that such registration statement is no longer effective, it shall be a condition to any exercise of this Option that the shares acquired upon such exercise be acquired for investment and not with a view to distribution, and the person effecting such exercise shall submit to the Company a certificate of such investment intent, together with such other evidence supporting the same as the Company may request. The Company shall be entitled to restrict the transferability of the shares issued upon any such exercise to the extent necessary to avoid a risk of violation of the Securities Act of 1933 or of any rules or regulations promulgated thereunder. Such restrictions may, at the option of the Company, be noted or set forth in full on the share certificates.

7. Non Transferability of Option. This Option is not assignable or transferable by the Optionee otherwise than by will or by the laws of descent and distribution and, during the lifetime of the Optionee, this Option shall be exercisable only by Optionee or by his or her guardian or legal representative.

8. Termination of Service for a Reason Other Than Death or Disability. If the Optionee's Termination of Service occurs for any reason other than death or Disability prior to the expiration date of this Option as set forth in Paragraph 3, this Option may be exercised, to the extent of the number of shares with respect to which the Optionee could have exercised it on the date of such Termination of Service, or to any greater extent permitted by the Committee, by the Optionee at any time prior to the earlier of (i) [30] days following the date of such Termination of Service or (ii) the expiration date set forth in Paragraph 3.

9. Disability. If the Optionee becomes Disabled prior to the expiration date of this Option as set forth in Paragraph 3, and the Optionee's Termination of Service occurs as a consequence of such Disability, this Option may be exercised, to the extent of the number of shares with respect to which the Optionee could have exercised it on the date of such Termination of Service, or to any greater extent permitted by the Committee, by the Optionee (or in the event of the Optionee's legal disability, by the Optionee's legal representative) at any time prior to the earlier of (i) [six] months following the date of such Termination of Service or (ii) the expiration date set forth in Paragraph 3.

10. Death. If the Optionee's Termination of Service occurs as a result of death or if the Optionee dies after his or her Termination of Service but prior to the expiration of the period determined under Paragraph 8 or 9 above, this Option may be exercised, to the extent of the number of shares with respect to which the Optionee could have exercised it on the date of his or her death, or to any greater extent permitted by the Committee, by the Optionee's estate, personal representative or beneficiary who acquired the right to exercise this Option by bequest or inheritance or by reason of the Optionee's death, at any time prior to the earlier of (i) [six] months following the date of such death or (ii) the expiration date set forth in Paragraph 3.

11. Change in Control. This Option shall become fully exercisable on a Change in Control if the Optionee has not incurred a Termination of Service before the date of the Change in Control.

12. Disqualifying Disposition of Option Shares. The Optionee agrees to give written notice to the Company, at its principal office, if a "disposition" of the shares acquired through exercise of the Option granted hereunder occurs at any time within two years after the Grant Date or within one year after the transfer to the Optionee of such shares. For purposes of this Paragraph, the term "disposition" shall have the meaning assigned to such term by section 424(c) of the Code.

13. Governing Law. This Agreement shall be governed by Pennsylvania law (without reference to principles of conflicts of laws), to the extent not governed by Federal law.

IN WITNESS WHEREOF, the Company has caused this Incentive Stock Option Agreement to be duly executed by a duly authorized officer, and the Optionee has hereunto set his or her hand.

OPTIONEE

URBAN OUTFITTERS, INC.

Optionee's Signature

By: _____

Date

Date

URBAN OUTFITTERS
2008 STOCK INCENTIVE PLAN

NON-QUALIFIED STOCK OPTION AGREEMENT

NON-QUALIFIED STOCK OPTION AGREEMENT (the "Agreement") dated as of the ____ day of _____, _____ (the "Grant Date") between Urban Outfitters, Inc. (the "Company"), a Pennsylvania corporation, and _____, (the "Optionee") an employee of the Company or a Related Corporation, as defined in the Urban Outfitters 2008 Stock Incentive Plan (the "Plan").

WITNESSETH

WHEREAS, the Company desires to afford the Optionee an opportunity to purchase shares of the Company's common stock ("Common Stock") as hereinafter provided, in accordance with provisions of the Plan, a copy of which has been provided to the Optionee. Except as otherwise provided in this Agreement, terms used in this Agreement shall have the same meaning as in the Plan.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth and for other good and valuable consideration, the legal sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound hereunder, agree as follows:

1. Grant of Option. The Company hereby confirms the grant to the Optionee of the right and option ("Option") to purchase all or any part of an aggregate of _____ shares of Common Stock. Upon the sale of Common Stock purchased under the Option, the Company shall be entitled to any proceeds representing that portion of the sales price which exceeds 500% of the Fair Market Value at the Grant Date (the "Excess"). For example, if the Fair Market Value is \$10.00, any proceeds above \$50.00 shall accrue to the Company and not to the Optionee. The Option is in all respects limited and conditioned, as hereinafter provided, and is subject in all respects to the terms and conditions of the Plan now in effect and as it may be amended from time to time (but only to the extent that such amendments apply to outstanding options). Such terms and conditions are incorporated herein by reference and are made a part hereof.

2. Purchase Price. The purchase price of each share ("Option Price") of Common Stock covered by the Option shall be \$_____ per share.

3. Term. Unless earlier terminated pursuant to any provision of this Agreement or of the Plan, this Option shall expire on _____; seven years from the Grant Date.

4. Exercise of Option. Subject to Section 14 of the Plan and to Paragraphs 3, and 8 through 10 of this Agreement, this Option shall become exercisable in _____ (____) installments and the Optionee shall have the right to purchase from the Company, on or after the following dates, the following number of shares of Common Stock:

Date Installment Becomes Exercisable

Number of Option Shares

No additional vesting shall occur after the Optionee's Termination of Service.

The right of the Optionee to purchase the shares which are the subject of any installment of the Option which has become exercisable may be exercised in whole or in part at any time or times prior to the expiration or other termination of the Option. The foregoing provisions of this Paragraph 4 notwithstanding, the exercisability of the Option is subject to the terms and conditions of the Plan.

5. Method of Exercising Option. Subject to the terms and conditions of this Agreement and the Plan, the Option may be exercised upon written notice to the Company, at its principal office, which is located at 5000 South Broad Street, Philadelphia, Pennsylvania 19112. Such notice shall state the election to exercise the Option and the number of shares with respect to which it is being exercised; shall be signed by the person or persons so exercising the Option; shall, if the Company so requests, be accompanied by the investment certificate referred to in Paragraph 6 hereof; and shall be accompanied by payment of the full Option Price of such shares. Only full shares will be issued. Any fractional share will be forfeited.

The Option Price shall be paid to the Company:

(a) In cash, or in its equivalent: certified check, bank draft, or postal or express money order;

(b) In Common Stock previously acquired by the Optionee;

(c) By decreasing the number of shares for which the Option is exercisable;

(d) By delivering a properly executed notice of exercise of the Option to the Company and a broker, with irrevocable instructions to the broker promptly to deliver to the Company the amount of sale or loan proceeds necessary to pay the exercise price of the Option; or

(e) In any combination of (a), (b), (c) and (d) above;

provided, however, that the Committee shall have discretion to limit or prohibit any of the above methods to the extent such method(s) would result in adverse accounting consequences to the Company.

Upon receipt of such notice and payment, the Company, as promptly as practicable, shall deliver or cause to be delivered a certificate or certificates representing the shares with respect to which the Option is so exercised. The certificate or certificates for the

shares as to which the Option shall have been so exercised shall be registered in the name of the person or persons so exercising the Option (or, if the Option shall be exercised by the Optionee and if the Optionee shall so request in the notice exercising the Option, shall be registered in the name of the Optionee and the Optionee's spouse, jointly, with right of survivorship) and shall be delivered as provided above to or upon the written order of the person or persons exercising the Option. In the event the Option shall be exercised by any person or persons after the legal disability or death of the Optionee, such notice shall be accompanied by appropriate proof of the right of such person or persons to exercise the Option. All shares that shall be purchased upon the exercise of the Option as provided herein shall be fully paid and non assessable by the Company.

The Optionee shall pay to the Company the amount of any Excess realized by the Optionee upon sale of the Common Stock issued upon exercise of this Option within 20 business days after realization thereof. Any Excess not timely paid shall bear interest at the rate of 10% per annum until paid.

6. Shares to be Purchased for Investment. Unless the Company has theretofore notified the Optionee that a registration statement covering the shares to be acquired upon the exercise of the Option has become effective under the Securities Act of 1933, as amended, and the Company has not thereafter notified the Optionee that such registration statement is no longer effective, it shall be a condition to any exercise of this Option that the shares acquired upon such exercise be acquired for investment and not with a view to distribution, and the person effecting such exercise shall submit to the Company a certificate of such investment intent, together with such other evidence supporting the same as the Company may request. The Company shall be entitled to restrict the transferability of the shares issued upon any such exercise to the extent necessary to avoid a risk of violation of the Securities Act of 1933 or of any rules or regulations promulgated thereunder. Such restrictions may, at the option of the Company, be noted or set forth in full on the share certificates.

7. Non Transferability of Option. This Option is not assignable or transferable by the Optionee otherwise than by will or by the laws of descent and distribution and, during the lifetime of the Optionee, this Option shall be exercisable only by Optionee or by his or her guardian or legal representative.

8. Termination of Service for a Reason Other Than Death or Disability. If the Optionee's Termination of Service occurs for any reason other than death or Disability prior to the expiration date of this Option as set forth in Paragraph 3, this Option may be exercised, to the extent of the number of shares with respect to which the Optionee could have exercised it on the date of such Termination of Service, or to any greater extent permitted by the Committee, by the Optionee at any time prior to the earlier of (i) 30 days following the date of such Termination of Service or (ii) the expiration date set forth in Paragraph 3.

9. Disability. If the Optionee becomes Disabled prior to the expiration date of this Option as set forth in Paragraph 3, and the Optionee's Termination of Service occurs as a consequence of such Disability, this Option may be exercised, to the extent of the number of shares with respect to which the Optionee could have exercised it on the date of such Termination of Service, or to any greater extent permitted by the Committee, by the Optionee (or

in the event of the Optionee's legal disability, by the Optionee's legal representative) at any time prior to the earlier of (i) six months following the date of such Termination of Service or (ii) the expiration date set forth in Paragraph 3.

10. Death. If the Optionee's Termination of Service occurs as a result of death, or if the Optionee dies after his or her Termination of Service but prior to the expiration of the period determined under Paragraph 8 or 9 above, this Option may be exercised, to the extent of the number of shares with respect to which the Optionee could have exercised it on the date of his or her death, or to any greater extent permitted by the Committee, by the Optionee's estate, personal representative or beneficiary who acquired the right to exercise this Option by bequest or inheritance or by reason of the Optionee's death, at any time prior to the earlier of (i) six months following the date of such death or (ii) the expiration date set forth in Paragraph 3.

11. Change in Control. This Option shall become fully exercisable on a Change in Control if the Optionee has not incurred a Termination of Service before the date of the Change in Control.

12. Governing Law. This Agreement shall be governed by Pennsylvania law (without reference to the principles of conflicts of laws), to the extent not governed by Federal law.

13. Withholding of Taxes. The obligation of the Company to deliver shares of Common Stock upon the exercise of the Option shall be subject to applicable federal, state and local tax withholding requirements. If the exercise of any Option is subject to the withholding requirements of applicable tax laws, the Optionee, subject to the provisions of the Plan and such additional withholding rules (the "Withholding Rules") as shall be adopted by the Committee, may satisfy the withholding tax, in whole or in part, by electing to have the Company withhold (or by returning to the Company) shares of Common Stock, which shares shall be valued, for this purpose, at their fair market value on the date the amount attributable to the exercise of the Option is includable in income by the Optionee under section 83 of the Internal Revenue Code of 1986, as amended (the "Code") (the "Determination Date"). Such election must be made in compliance with and subject to the Withholding Rules. The number of shares withheld for purposes of taxes shall be limited, to the extent necessary, to avoid adverse accounting consequences.

IN WITNESS WHEREOF, the Company has caused this Non Qualified Stock Option Agreement to be duly executed by a duly authorized officer, and the Optionee has hereunto set his or her hand.

OPTIONEE

URBAN OUTFITTERS, INC.

Optionee's Signature

By: _____

Date

Date

URBAN OUTFITTERS
2008 STOCK INCENTIVE PLANNON-QUALIFIED STOCK OPTION AGREEMENT
FOR NON-EMPLOYEE DIRECTORS

NON-QUALIFIED STOCK OPTION AGREEMENT (the "Agreement") dated as of the ___ day of _____, ____ (the "Grant Date") between Urban Outfitters, Inc. (the "Company"), a Pennsylvania corporation, and _____, (the "Optionee") a Non-Employee Director of the Company, as defined in the Urban Outfitters 2008 Stock Incentive Plan (the "Plan").

WITNESSETH

WHEREAS, the Company desires to afford the Optionee an opportunity to purchase shares of the Company's common stock ("Common Stock") as hereinafter provided, in accordance with provisions of the Plan, a copy of which has been provided to the Optionee. Except as otherwise provided in this Agreement, terms used in this Agreement shall have the same meaning as in the Plan.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth and for other good and valuable consideration, the legal sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound hereunder, agree as follows:

1. Grant of Option. The Company hereby confirms the grant to the Optionee of the right and option ("Option") to purchase all or any part of an aggregate of _____ shares of Common Stock. Upon the sale of Common Stock purchased under the Option, the Company shall be entitled to any proceeds representing that portion of the sales price which exceeds 500% of the Fair Market Value at the Grant Date (the "Excess"). For example, if the Fair Market Value is \$10.00, any proceeds above \$50.00 shall accrue to the Company and not to the Optionee (or the Optionee's transferee, if any, under Paragraph 7). The Option is in all respects limited and conditioned, as hereinafter provided, and is subject in all respects to the terms and conditions of the Plan now in effect and as it may be amended from time to time (but only to the extent that such amendments apply to outstanding options). Such terms and conditions are incorporated herein by reference and are made a part hereof.

2. Purchase Price. The purchase price of each share ("Option Price") of Common Stock covered by the Option shall be \$_____ per share.

3. Term. Unless earlier terminated pursuant to any provision of this Agreement or of the Plan, this Option shall expire on _____ (seven years from the Grant Date).

4. Exercise of Option. Subject to Section 14 of the Plan and to Paragraphs 3, and 8 through 10 of this Agreement, this Option shall become fully exercisable on _____. The right of the Optionee to purchase shares under this Option may be exercised in whole or in part at any time or times after the Option has become exercisable, and prior to the expiration or other termination of the Option.

The foregoing provisions of this Paragraph 4 notwithstanding, the exercisability of the Option is subject to the terms and conditions of the Plan.

5. Method of Exercising Option. Subject to the terms and conditions of this Agreement and the Plan, the Option may be exercised upon written notice to the Company, at its principal office, which is located at 5000 South Broad Street, Philadelphia, Pennsylvania 19112. Such notice shall state the election to exercise the Option and the number of shares with respect to which it is being exercised; shall be signed by the person or persons so exercising the Option; shall, if the Company so requests, be accompanied by the investment certificate referred to in Paragraph 6 hereof; and shall be accompanied by payment of the full Option Price of such shares. Only full shares will be issued. Any fractional share will be forfeited.

The Option Price shall be paid to the Company:

(a) In cash, or in its equivalent: certified check, bank draft, or postal or express money order;

(b) In Common Stock previously acquired by the Optionee;

(c) By decreasing the number of shares for which the Option is exercisable;

(d) By delivering a properly executed notice of exercise of the Option to the Company and a broker, with irrevocable instructions to the broker promptly to deliver to the Company the amount of sale or loan proceeds necessary to pay the exercise price of the Option; or

(e) In any combination of (a), (b), (c) and (d) above;

provided, however, that the Committee shall have discretion to limit or prohibit any of the above methods to the extent such method(s) would result in adverse accounting consequences to the Company.

Upon receipt of such notice and payment, the Company, as promptly as practicable, shall deliver or cause to be delivered a certificate or certificates representing the shares with respect to which the Option is so exercised. The certificate or certificates for the shares as to which the Option shall have been so exercised shall be registered in the name of the person or persons so exercising the Option (or, if the Option shall be exercised by the Optionee and if the Optionee shall so request in the notice exercising the Option, shall be registered in the name of the Optionee and the Optionee's spouse, jointly, with right of survivorship) and shall be delivered as provided above to or upon the written order of the person or persons exercising the Option. In the event the Option shall be exercised by any person or persons after the legal disability or death of the Optionee, such notice shall be accompanied by appropriate proof of the right of such person or persons to exercise the Option. All shares that shall be purchased upon the exercise of the Option as provided herein shall be fully paid and non assessable by the Company.

The Optionee (or the Optionee's transferee, if any, under Paragraph 7) shall pay to the Company the amount of any Excess realized by the Optionee (or such transferee) upon sale of the Common Stock issued upon exercise of this Option within 20 business days after realization thereof. Any Excess not timely paid shall bear interest at the rate of 10% per annum until paid.

6. Shares to be Purchased for Investment. Unless the Company has theretofore notified the Optionee that a registration statement covering the shares to be acquired upon the exercise of the Option has become effective under the Securities Act of 1933, as amended, and the Company has not thereafter notified the Optionee that such registration statement is no longer effective, it shall be a condition to any exercise of this Option that the shares acquired upon such exercise be acquired for investment and not with a view to distribution, and the person effecting such exercise shall submit to the Company a certificate of such investment intent, together with such other evidence supporting the same as the Company may request. The Company shall be entitled to restrict the transferability of the shares issued upon any such exercise to the extent necessary to avoid a risk of violation of the Securities Act of 1933 or of any rules or regulations promulgated thereunder. Such restrictions may, at the option of the Company, be noted or set forth in full on the share certificates.

7. Transferability of Option. This Option is assignable or transferable, in whole or in part, by the Optionee by will or the laws of descent and distribution. In addition, the Optionee may transfer all or part of this Option, without consideration, to (1) the Optionee's child, stepchild, grandchild, parent, stepparent, grandparent, spouse, former spouse, sibling, niece, nephew, mother-in-law, father-in-law, son-in-law, brother-in-law, and sister-in-law, including adoptive relationships, and any person sharing the Optionee's household (other than a tenant or employee) ("Permitted Transferees"), (2) a trust in which one or more Permitted Transferees in the aggregate have more than 50% of the beneficial interest, (3) a foundation in which one or more Permitted Transferees (and the Optionee) in the aggregate control the management of assets, and (4) any other entity in which one or more Permitted Transferees (and the Optionee) in the aggregate own more than 50% of the voting interests. The Optionee shall provide the Company advance notice of any transfer pursuant to the preceding sentence. Following any such transfer, the Option shall continue to be subject to the same terms and conditions as were applicable immediately prior to the transfer. However, the Option may not be subsequently transferred by the transferee except a subsequent transfer back to the Optionee or transfers by will or the laws of descent and distribution. Furthermore, the transferee shall not be entitled to exercise any transferred Option unless there shall be in effect a registration statement or an appropriate form covering the shares to be acquired by the transferee, if the Company determines that such a registration statement is necessary or appropriate.

8. Termination of Service. If the Optionee's Termination of Service occurs for any reason other than death prior to the expiration date of this Option as set forth in Paragraph 3, this Option may be exercised, only to the extent of the number of shares with respect to which the Optionee could have exercised it on the date of such Termination of Service, by the Optionee (or in the event of the Optionee's legal disability, by the Optionee's legal representative) at any time prior to the earlier of (i) one year following the date of such Termination of Service, or (ii) the expiration date set forth in Paragraph 3.

9. Death. If the Optionee's Termination of Service occurs as a result of death, or if the Optionee dies after his or her Termination of Service but prior to the expiration of the period determined under Paragraph 8 above, this Option may be exercised, to the extent of the number of shares with respect to which the Optionee could have exercised it on the date of his or her death, by the Optionee's estate, personal representative or beneficiary who acquired the right to exercise this Option by bequest or inheritance or by reason of the Optionee's death, at any time prior to the earlier of (i) one year following the date of such death or (ii) the expiration date set forth in Paragraph 3.

10. Change in Control. This Option shall become fully exercisable on a Change in Control if the Optionee has not incurred a Termination of Service before the date of the Change in Control.

11. Governing Law. This Agreement shall be governed by Pennsylvania law (without reference to the principles of conflicts of laws), to the extent not governed by Federal law.

IN WITNESS WHEREOF, the Company has caused this Non Qualified Stock Option Agreement to be duly executed by a duly authorized officer, and the Optionee has hereunto set his or her hand.

OPTIONEE

URBAN OUTFITTERS, INC.

Optionee's Signature

By: _____

Date

Date

URBAN OUTFITTERS
2008 STOCK INCENTIVE PLAN
INCENTIVE STOCK OPTION AGREEMENT

INCENTIVE STOCK OPTION AGREEMENT (the "Agreement") dated as of the __ day of _____, ____ (the "Grant Date") between Urban Outfitters, Inc. (the "Company"), a Pennsylvania corporation, and _____, (the "Optionee") an employee of the Company or a Related Corporation, as defined in the Urban Outfitters 2008 Stock Incentive Plan (the "Plan").

WITNESSETH

WHEREAS, the Company desires to afford the Optionee an opportunity to purchase shares of the Company's common stock ("Common Stock") as hereinafter provided, in accordance with provisions of the Plan, a copy of which has been provided to the Optionee. Except as otherwise provided in this Agreement, terms used in this Agreement shall have the same meaning as in the Plan.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth and for other good and valuable consideration, the legal sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound hereunder, agree as follows:

1. Grant of Option. The Company hereby confirms the grant to the Optionee of the right and option ("Option") to purchase all or any part of an aggregate of _____ shares of Common Stock. Upon the sale of Common Stock purchased under the Option, the Company shall be entitled to any proceeds representing that portion of the sales price which exceeds 500% of the Fair Market Value at the Grant Date (the "Excess"). For example, if the Fair Market Value is \$10.00, any proceeds above \$50.00 shall accrue to the Company and not to the Optionee. The Option is in all respects limited and conditioned, as hereinafter provided, and is subject in all respects to the terms and conditions of the Plan now in effect and as it may be amended from time to time (but only to the extent that such amendments apply to outstanding options). Such terms and conditions are incorporated herein by reference and are made a part hereof. It is intended that the Option granted hereunder be an incentive stock option ("ISO") meeting the requirements of the Plan and section 422 of the Internal Revenue Code of 1986, as amended (the "Code").

2. Purchase Price. The purchase price of each share ("Option Price") of Common Stock covered by the Option shall be \$_____ per share. It is the determination of the Committee that on the Grant Date the Option Price was not less than 100% (110% for an Optionee who owns (or is deemed to own) more than 10% of the total combined voting power of all shares of stock of the Company or of a related corporation — "More-Than 10% Owner") of the Fair Market Value of a share of the Common Stock.

3. Term. Unless earlier terminated pursuant to any provision of this Agreement or of the Plan, this Option shall expire on _____, 20__ which date is not more than ten years from the Grant Date (five years in the case of a More-Than 10% Owner).

4. Exercise of Option. Subject to Section 14 of the Plan and to Paragraphs 3, and 8 through 10 of this Agreement, this Option shall become exercisable in _____ () installments, and the Optionee shall have the right to purchase from the Company, on or after the following dates, the following number of shares of Common Stock:

Date Installment Becomes Exercisable	Number of Option Shares
_____	_____
_____	_____
_____	_____

No additional vesting shall occur after the Optionee's Termination of Service.

The right of the Optionee to purchase the shares which are the subject of any installment of the Option which has become exercisable may be exercised in whole or in part at any time or times prior to the expiration or other termination of the Option. The foregoing provisions of this Paragraph 4 notwithstanding, the exercisability of the Option is subject to the terms and conditions of the Plan.

5. Method of Exercising Option. Subject to the terms and conditions of this Agreement and the Plan, the Option may be exercised upon written notice to the Company, at its principal office, which is located at 5000 South Broad Street, Philadelphia, Pennsylvania 19112. Such notice shall state the election to exercise the Option and the number of shares with respect to which it is being exercised; shall be signed by the person or persons so exercising the Option; shall, if the Company so requests, be accompanied by the investment certificate referred to in Paragraph 6 hereof; and shall be accompanied by payment of the full Option Price of such shares. Only full shares will be issued. Any fractional share will be forfeited.

The Option Price shall be paid to the Company:

(a) In cash, or in its equivalent: certified check, bank draft, or postal or express money order;

(b) In Common Stock previously acquired by the Optionee;

(c) By decreasing the number of shares for which the Option is exercisable (which shall constitute a disqualifying disposition for purposes of ISO tax rules);

(d) By delivering a properly executed notice of exercise of the Option to the Company and a broker, with irrevocable instructions to the broker promptly to deliver to the Company the amount of sale or loan proceeds necessary to pay the exercise price of the Option; or

(e) In any combination of (a), (b), (c) and (d) above;

provided, however, that the Committee shall have discretion to limit or prohibit any of the above methods to the extent such method(s) would result in adverse accounting consequences to the Company.

Upon receipt of such notice and payment, the Company, as promptly as practicable, shall deliver or cause to be delivered a certificate or certificates representing the shares with respect to which the Option is so exercised. The certificate or certificates for the shares as to which the Option shall have been so exercised shall be registered in the name of the

person or persons so exercising the Option (or, if the Option shall be exercised by the Optionee and if the Optionee shall so request in the notice exercising the Option, shall be registered in the name of the Optionee and the Optionee's spouse, jointly, with right of survivorship) and shall be delivered as provided above to or upon the written order of the person or persons exercising the Option. In the event the Option shall be exercised by any person or persons after the legal disability or death of the Optionee, such notice shall be accompanied by appropriate proof of the right of such person or persons to exercise the Option. All shares that shall be purchased upon the exercise of the Option as provided herein shall be fully paid and non assessable by the Company.

The Optionee shall pay to the Company the amount of any Excess realized by the Optionee upon sale of the Common Stock issued upon exercise of this Option within 20 business days after realization thereof. Any Excess not timely paid shall bear interest at the rate of 10% per annum until paid.

6. Shares to be Purchased for Investment. Unless the Company has theretofore notified the Optionee that a registration statement covering the shares to be acquired upon the exercise of the Option has become effective under the Securities Act of 1933, as amended, and the Company has not thereafter notified the Optionee that such registration statement is no longer effective, it shall be a condition to any exercise of this Option that the shares acquired upon such exercise be acquired for investment and not with a view to distribution, and the person effecting such exercise shall submit to the Company a certificate of such investment intent, together with such other evidence supporting the same as the Company may request. The Company shall be entitled to restrict the transferability of the shares issued upon any such exercise to the extent necessary to avoid a risk of violation of the Securities Act of 1933 or of any rules or regulations promulgated thereunder. Such restrictions may, at the option of the Company, be noted or set forth in full on the share certificates.

7. Non Transferability of Option. This Option is not assignable or transferable by the Optionee otherwise than by will or by the laws of descent and distribution and, during the lifetime of the Optionee, this Option shall be exercisable only by Optionee or by his or her guardian or legal representative.

8. Termination of Service for a Reason Other Than Death or Disability. If the Optionee's Termination of Service occurs for any reason other than death or Disability prior to the expiration date of this Option as set forth in Paragraph 3, this Option may be exercised, to the extent of the number of shares with respect to which the Optionee could have exercised it on the date of such Termination of Service, or to any greater extent permitted by the Committee, by the Optionee at any time prior to the earlier of (i) [30] days following the date of such Termination of Service or (ii) the expiration date set forth in Paragraph 3.

9. Disability. If the Optionee becomes Disabled prior to the expiration date of this Option as set forth in Paragraph 3, and the Optionee's Termination of Service occurs as a consequence of such Disability, this Option may be exercised, to the extent of the number of shares with respect to which the Optionee could have exercised it on the date of such Termination of Service, or to any greater extent permitted by the Committee, by the Optionee (or in the event of the Optionee's legal disability, by the Optionee's legal representative) at any time prior to the earlier of (i) [six] months following the date of such Termination of Service or (ii) the expiration date set forth in Paragraph 3.

10. Death. If the Optionee's Termination of Service occurs as a result of death or if the Optionee dies after his or her Termination of Service but prior to the expiration of the period determined under Paragraph 8 or 9 above, this Option may be exercised, to the extent of the number of shares with respect to which the Optionee could have exercised it on the date of his or her death, or to any greater extent permitted by the Committee, by the Optionee's estate, personal representative or beneficiary who acquired the right to exercise this Option by bequest or inheritance or by reason of the Optionee's death, at any time prior to the earlier of (i) [six] months following the date of such death or (ii) the expiration date set forth in Paragraph 3.

11. Change in Control. This Option shall become fully exercisable on a Change in Control if the Optionee has not incurred a Termination of Service before the date of the Change in Control.

12. Disqualifying Disposition of Option Shares. The Optionee agrees to give written notice to the Company, at its principal office, if a "disposition" of the shares acquired through exercise of the Option granted hereunder occurs at any time within two years after the Grant Date or within one year after the transfer to the Optionee of such shares. For purposes of this Paragraph, the term "disposition" shall have the meaning assigned to such term by section 424(c) of the Code.

13. Governing Law. This Agreement shall be governed by Pennsylvania law (without reference to principles of conflicts of laws), to the extent not governed by Federal law.

IN WITNESS WHEREOF, the Company has caused this Incentive Stock Option Agreement to be duly executed by a duly authorized officer, and the Optionee has hereunto set his or her hand.

OPTIONEE

URBAN OUTFITTERS, INC.

Optionee's Signature

By: _____

Date

Date