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

Form 10-Q

(mark one)

☑ **QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the quarterly period ended April 29, 2017.

OR

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from to
Commission file number: 001-35600

Five Below, Inc.
(Exact name of Registrant as Specified in its Charter)

Pennsylvania	**75-3000378**
(State or Other Jurisdiction of Incorporation or Organization)	**(I.R.S. Employer Identification No.)**
1818 Market Street, Suite 2000 Philadelphia, PA	**19103**
(Address of Principal Executive Offices)	**(Zip Code)**

(215) 546-7909
(Registrant's Telephone Number, Including Area Code)

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer	☒	Accelerated filer	☐
Non-accelerated filer	☐ (Do not check if a smaller reporting company)	Smaller reporting company	☐
		Emerging growth company	☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

The number of shares of the registrant's common stock, $0.01 par value, outstanding as of June 1, 2017 was 55,107,764.

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PART I - FINANCIAL INFORMATION

ITEM 1. CONSOLIDATED FINANCIAL STATEMENTS

FIVE BELOW, INC.
Consolidated Balance Sheets
(Unaudited)
(in thousands, except share and per share data)

	April 29, 2017	January 28, 2017	April 30, 2016
Assets			
Current assets:			
Cash and cash equivalents	$ 65,237	$ 76,088	$ 25,774
Short-term investment securities	113,775	77,791	55,851
Inventories	180,002	154,448	156,300
Prepaid income taxes	1,243	1,552	4,411
Prepaid expenses and other current assets	29,328	29,910	21,620
Total current assets	389,585	339,789	263,956
Property and equipment, net of accumulated depreciation and amortization of $106,950, $100,200 and $80,522 respectively.	148,561	138,376	123,765
Deferred income taxes	10,486	11,039	8,720
Long-term investment securities	6,669	10,514	—
Other assets	1,628	818	278
	$ 556,929	$ 500,536	$ 396,719
Liabilities and Shareholders' Equity			
Current liabilities:			
Line of credit	$ —	$ —	$ —
Accounts payable	77,987	51,178	57,784
Income taxes payable	27,653	23,939	802
Accrued salaries and wages	7,650	10,794	5,672
Other accrued expenses	41,690	30,652	28,777
Total current liabilities	154,980	116,563	93,035
Deferred rent and other	57,763	52,568	49,367
Total liabilities	212,743	169,131	142,402
Commitments and contingencies (note 4)			
Shareholders' equity:			
Common stock, $0.01 par value. Authorized 120,000,000 shares; issued and outstanding 55,104,131, 54,904,954 and 54,724,935 shares, respectively.	551	549	547
Additional paid-in capital	325,991	321,603	309,599
Retained earnings (accumulated deficit)	17,644	9,253	(55,829)
Total shareholders' equity	344,186	331,405	254,317
	$ 556,929	$ 500,536	$ 396,719

See accompanying notes to consolidated financial statements

FIVE BELOW, INC.
Consolidated Statements of Operations
(Unaudited)
(in thousands, except share and per share data)

	Thirteen Weeks Ended	
	April 29, 2017	**April 30, 2016**
Net sales	$ 232,881	$ 192,715
Cost of goods sold	159,095	132,448
Gross profit	73,786	60,267
Selling, general and administrative expenses	61,004	49,515
Operating income	12,782	10,752
Interest income, net	309	74
Income before income taxes	13,091	10,826
Income tax expense	4,700	4,068
Net income	$ 8,391	$ 6,758
Basic income per common share	$ 0.15	$ 0.12
Diluted income per common share	$ 0.15	$ 0.12
Weighted average shares outstanding:		
Basic shares	55,030,682	54,681,646
Diluted shares	55,304,742	54,964,890

See accompanying notes to consolidated financial statements.

FIVE BELOW, INC.

Consolidated Statement of Shareholders' Equity

(Unaudited)

(in thousands, except share data)

	Common stock		Additional paid-in capital	Retained earnings	Total shareholders' equity
	Shares	Amount			
Balance, January 28, 2017	54,904,954	$ 549	$ 321,603	$ 9,253	$ 331,405
Share-based compensation expense	—	—	3,960	—	3,960
Issuance of unrestricted stock awards	1,118	—	55	—	55
Exercise of options to purchase common stock	36,398	—	1,139	—	1,139
Vesting of restricted stock units and performance-based restricted stock units	181,523	2	—	—	2
Common shares withheld for taxes	(19,862)	—	(766)	—	(766)
Net income	—	—	—	8,391	8,391
Balance, April 29, 2017	55,104,131	$ 551	$ 325,991	$ 17,644	$ 344,186

See accompanying notes to consolidated financial statements.

FIVE BELOW, INC.
Consolidated Statements of Cash Flows
(Unaudited)
(in thousands)

	Thirteen Weeks Ended	
	April 29, 2017	**April 30, 2016**
Operating activities:		
Net income	$ 8,391	$ 6,758
Adjustments to reconcile net income to net cash provided by (used in) operating activities:		
Depreciation and amortization	7,290	6,125
Share-based compensation expense	4,021	2,888
Deferred income tax expense (benefit)	553	(213)
Other non-cash expenses	26	22
Changes in operating assets and liabilities:		
Inventories	(25,554)	(7,931)
Prepaid income taxes	309	(3,070)
Prepaid expenses and other assets	(234)	(6,028)
Accounts payable	24,917	(4,254)
Income taxes payable	3,714	(11,140)
Accrued salaries and wages	(3,144)	(1,989)
Deferred rent	5,524	2,832
Other accrued expenses	7,920	5,550
Net cash provided by (used in) operating activities	33,733	(10,450)
Investing activities:		
Purchases of investment securities	(37,495)	(15,036)
Sales, maturities, and redemptions of investment securities	5,356	5,520
Capital expenditures	(12,820)	(7,536)
Net cash used in investing activities	(44,959)	(17,052)
Financing activities:		
Proceeds from exercise of options to purchase common stock	1,139	1,127
Common shares withheld for taxes	(766)	(1,299)
Excess tax benefit related to exercises of stock options, vesting of restricted stock units, and vesting of performance-based restricted units	—	367
Other	2	—
Net cash provided by financing activities	375	195
Net decrease in cash and cash equivalents	(10,851)	(27,307)
Cash and cash equivalents at beginning of period	76,088	53,081
Cash and cash equivalents at end of period	$ 65,237	$ 25,774
Supplemental disclosures of cash flow information:		
Non-cash investing activities		
Increase (decrease) in accrued purchases of property and equipment	$ 4,674	$ (2,583)

See accompanying notes to consolidated financial statements.

(1) Summary of Significant Accounting Policies

(a) ***Nature of Business***

Five Below, Inc. (collectively with its wholly owned subsidiary as the "Company") is a specialty value retailer offering merchandise targeted at the teen and pre-teen demographic. The Company offers an edited assortment of products, priced at $5 and below. In August 2016, the Company commenced selling merchandise on the internet, through the Company's fivebelow.com e-commerce website.

The Company's edited assortment of products includes select brands and licensed merchandise. The Company believes its merchandise is readily available, and that there are a number of potential vendors that could be utilized, if necessary, under approximately the same terms the Company is currently receiving; thus, it is not dependent on a single vendor or a group of vendors.

The Company is incorporated in the Commonwealth of Pennsylvania and, as of April 29, 2017, operated in 32 states that include Pennsylvania, New Jersey, Delaware, Maryland, Virginia, Massachusetts, New Hampshire, West Virginia, North Carolina, New York, Connecticut, Rhode Island, Ohio, Illinois, Indiana, Michigan, Missouri, Georgia, Texas, Tennessee, Maine, Alabama, Kentucky, Kansas, Florida, South Carolina, Mississippi, Louisiana, Wisconsin, Oklahoma, Minnesota and California. As of April 29, 2017 and April 30, 2016, the Company operated 553 stores and 458 stores, respectively, each operating under the name "Five Below."

(b) ***Fiscal Year***

The Company operates on a 52/53-week fiscal year ending on the Saturday closest to January 31. References to "fiscal year 2017" or "fiscal 2017" refer to the period from January 29, 2017 to February 3, 2018 and consists of a 53-week fiscal year. References to "fiscal year 2016" or "fiscal 2016" refer to the period from January 31, 2016 to January 28, 2017 and consists of a 52-week fiscal year. The fiscal quarters ended April 29, 2017 and April 30, 2016 refer to the thirteen weeks ended as of those dates.

(c) ***Basis of Presentation***

The consolidated balance sheets as of April 29, 2017 and April 30, 2016, the consolidated statements of operations for the thirteen weeks ended April 29, 2017 and April 30, 2016, the consolidated statement of shareholders' equity for the thirteen weeks ended April 29, 2017 and the consolidated statements of cash flows for the thirteen weeks ended April 29, 2017 and April 30, 2016 have been prepared by the Company in conformity with U.S. generally accepted accounting principles ("U.S. GAAP") for interim reporting and are unaudited. In the opinion of management, the aforementioned financial statements include all known adjustments (which consist primarily of normal, recurring accruals, estimates and assumptions that impact the financial statements) necessary to present fairly the financial position at the balance sheet dates and the results of operations and cash flows for the periods ended April 29, 2017 and April 30, 2016. The balance sheet as of January 28, 2017, presented herein, has been derived from the audited balance sheet included in the Company's Annual Report on Form 10-K for fiscal 2016 as filed with the Securities and Exchange Commission on March 23, 2017 and referred to herein as the "Annual Report," but does not include all annual disclosures required by U.S. GAAP. These consolidated financial statements should be read in conjunction with the financial statements for the fiscal year ended January 28, 2017 and footnotes thereto included in the Annual Report. The consolidated results of operations for the thirteen weeks ended April 29, 2017 and April 30, 2016 are not necessarily indicative of the consolidated operating results for the year ending February 3, 2018 or any other period. The Company's business is seasonal and as a result, the Company's net sales fluctuate from quarter to quarter. Net sales are usually highest in the fourth fiscal quarter due to the year-end holiday season.

(d) ***Recently Issued Accounting Pronouncements***

In May 2014, the Financial Accounting Standards Board ("FASB") issued ASU 2014-09, "Revenue from Contracts with Customers." ASU 2014-09 clarifies the principles for recognizing revenue from contracts with customers. The update outlines a single comprehensive model for entities to use in accounting for revenue arising from contracts with customers and supersedes most current revenue recognition guidance, including industry-specific guidance. In August 2015, the FASB issued ASU 2015-14, "Revenue from Contracts with Customers: Deferral of the Effective Date." ASU 2015-14 deferred the effective date of ASU 2014-09 to fiscal years beginning after December 15, 2017, and interim periods within those fiscal years. Early adoption is permitted for annual reporting periods beginning after December 15, 2016, including interim periods within those annual periods. In the first six months of fiscal 2016, the FASB issued guidance clarifying the interpretation of certain principles of ASU 2014-09. The Company may use either a full retrospective approach or a modified retrospective approach to adopt ASU 2014-09. While the Company is still evaluating this standard, it is not expected that this standard will have a material impact on the Company's consolidated financial statements.

In February 2016, the FASB issued ASU 2016-02, "Leases." ASU 2016-02 requires that lease arrangements longer than 12 months result in an entity recognizing an asset and a liability. The updated guidance is effective for interim and annual periods beginning after December 15, 2018, and early adoption is permitted. The standard requires use of the modified retrospective transition approach. While the Company is still evaluating this standard, given the significant amount of leases the Company is party to, the Company expects this standard will have a material impact on the Company's consolidated balance sheets from the recognition of right of use assets and related liabilities but does not expect it to have a material impact on the consolidated statements of operations. The Company plans to adopt this standard in the first quarter of fiscal 2019, coinciding with the standard's effective date.

In March 2016, the FASB issued ASU 2016-09, "Improvements to Employee Share-Based Payment Accounting." ASU 2016-09 affects all entities that issue share-based payment awards to their employees. This accounting standards update makes several modifications to the accounting for employee share-based payment transactions, including the requirement that the excess income tax benefits or deficiencies that arise when the tax consequences of share-based compensation differ from amounts previously recognized in the consolidated statement of operations be recognized as income tax benefit or expense in the consolidated statement of operations rather than as additional paid-in capital in the consolidated balance sheets. The guidance also clarifies the classification of components of share-based awards on the consolidated statement of cash flows such that excess income tax benefits should not be presented separately from other income taxes in the consolidated statement of cash flows and, thus, should be classified as an operating activity rather than a financing activity as they are under the current guidance. ASU 2016-09 is effective for financial statements issued for annual reporting periods beginning after December 15, 2016 and interim periods within those years. The Company adopted this standard prospectively in the first quarter of fiscal 2017. This standard will result in a decrease or increase to the Company's effective tax rate, net income, and earnings per share based upon the requirement to recognize the excess income tax benefits or deficiencies in the consolidated statements of operations and change the Company's earnings per share calculation to exclude excess tax benefits previously assumed under the treasury stock method. No changes were required related to the classification of employee taxes paid for withheld shares in the Company's consolidated statements of cash flows since the Company has historically classified these within financing cash flows.

(e) ***Use of Estimates***

The preparation of the consolidated financial statements requires management of the Company to make estimates and assumptions that affect the reported amount of assets and liabilities and the disclosure of contingent assets and liabilities at the date of the consolidated financial statements and the reported amounts of revenues and expenses during the period. Actual results could differ from those estimates. Significant items subject to such estimates and assumptions include the carrying amount of property and equipment, valuation allowances for inventories, income taxes and share-based compensation expense.

(f) ***Fair Value of Financial Instruments***

Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. Assets and liabilities measured at fair value are classified using the following hierarchy, which is based upon the transparency of inputs to the valuation at the measurement date:

Level 1: Quoted market prices in active markets for identical assets or liabilities.

Level 2: Inputs, other than Level 1, that are either directly or indirectly observable.

Level 3: Unobservable inputs developed using the Company's estimates and assumptions which reflect those that market participants would use.

The classification of fair value measurements within the hierarchy is based upon the lowest level of input that is significant to the measurement.

The Company’s financial instruments consist primarily of cash equivalents, short-term investment securities, accounts payable, and borrowings, if any, under a line of credit. The Company believes that: (1) the carrying value of cash equivalents and accounts payable are representative of their respective fair value due to the short-term nature of these instruments; and (2) the carrying value of the borrowings, if any, under the line of credit approximates fair value because the line of credit’s interest rates vary with market interest rates. Under the fair value hierarchy, the fair market values of the short-term investments in corporate bonds are level 1 while the short-term investments in certificates of deposits and municipals bonds are level 2. The fair market values of level 2 instruments are determined by management with the assistance of a third party pricing service. Since quoted prices in active markets for identical assets are not available, these prices are determined by the third party pricing service using observable market information such as quotes from less active markets and quoted prices of similar securities.

As of April 29, 2017, January 28, 2017, and April 30, 2016, the Company had cash equivalents of $21.6 million, $36.3 million and $6.6 million, respectively. The Company’s cash equivalents consist of credit and debit card receivables, money market funds, certificates of deposit, and short-term municipal bonds. Fair value for cash equivalents was determined based on Level 1 inputs.

As of April 29, 2017, January 28, 2017, and April 30, 2016, the Company's short-term investment securities are classified as held-to-maturity since the Company has the intent and ability to hold the investments to maturity. Such securities are carried at amortized cost plus accrued interest and consist of the following (in thousands):

	As of April 29, 2017			
	Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses	Fair Market Value
Short-term:				
Corporate bonds	$ 65,840	$ —	$ 49	$ 65,791
Municipal bonds	47,935	—	8	47,926
Total	$ 113,775	$ —	$ 57	$ 113,717
Long-term:				
Corporate bonds	$ 3,888	$ —	$ 2	$ 3,886
Municipal bonds	2,781	7	—	2,788
Total	$ 6,669	$ 7	$ 2	$ 6,674

	As of January 28, 2017			
	Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses	Fair Market Value
Short-term:				
Corporate bonds	$ 45,558	$ —	$ 98	$ 45,460
Municipal bonds	32,233	—	14	32,219
Total	$ 77,791	$ —	$ 112	$ 77,679
Long-term:				
Corporate bonds	$ 6,265	$ —	$ 11	$ 6,254
Municipal bonds	4,249	8	—	4,257
Total	$ 10,514	$ 8	$ 11	$ 10,511

	As of April 30, 2016			
	Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses	Fair Market Value
Short-term:				
Corporate bonds	$ 36,159	$ —	$ 8	$ 36,151
Certificates of deposit	1,645	—	—	1,645
Municipal bonds	18,046	6	—	18,053
Total	$ 55,850	$ 6	$ 8	$ 55,849

Short-term investment securities as of April 29, 2017, January 28, 2017, and April 30, 2016 all mature in one year or less. Long-term investment securities as of April 29, 2017 and January 28, 2017 all mature after one year but in less than three years.

(2) Income Per Common Share

Basic income per common share amounts are calculated using the weighted-average number of common shares outstanding for the period. Diluted income per common share amounts are calculated using the weighted-average number of common shares outstanding for the period and include the dilutive impact of exercise of stock options as well as assumed lapse of restrictions on restricted stock awards and shares currently available for purchase under the Company's Employee Stock Purchase Plan, using the treasury stock method. Performance-based restricted stock units are considered contingently issuable shares for diluted income per common share purposes and the dilutive impact, if any, is not included in the weighted-average shares until the performance conditions are met.

The following table reconciles net income and the weighted average common shares outstanding used in the computations of basic and diluted income per common share (in thousands, except for share and per share data):

	Thirteen Weeks Ended	
	April 29, 2017	April 30, 2016
Numerator:		
Net income	$ 8,391	$ 6,758
Denominator:		
Weighted average common shares outstanding - basic	55,030,682	54,681,646
Dilutive impact of options, restricted stock units and employee stock purchase plan	274,060	283,244
Weighted average common shares outstanding - diluted	55,304,742	54,964,890
Per common share:		
Basic income per common share	$ 0.15	$ 0.12
Diluted income per common share	$ 0.15	$ 0.12

The effects of the assumed exercise of stock options for 213,016 shares of common stock for the thirteen weeks ended April 29, 2017 were excluded from the calculation of diluted net income per share as their impact would have been anti-dilutive.

The effects of the assumed exercise of restricted stock units for 52,905 shares of common stock for the thirteen weeks ended April 29, 2017 were excluded from the calculation of diluted net income per share as their impact would have been anti-dilutive.

The effects of the assumed exercise of stock options for 459,387 shares of common stock for the thirteen weeks ended April 30, 2016 were excluded from the calculation of diluted net income per share as their impact would have been anti-dilutive.

The aforementioned excluded shares do not reflect the impact of any incremental repurchases under the treasury stock method.

(3) Line of Credit

The Company has a revolving credit facility (the "Revolving Credit Facility") that allows maximum borrowings of $20.0 million with advances tied to a borrowing base and expires on the earliest to occur of (i) May 16, 2017 or (ii) upon the occurrence of an event of default. The Revolving Credit Facility may be increased to $30.0 million upon certain conditions. The Revolving Credit Facility includes a $5.0 million sub-limit for the issuance of letters of credit. The borrowing base is 90% of eligible credit card receivables plus 90% of the net recovery percentage of eligible inventory less established reserves.

The Revolving Credit Facility provides for interest on borrowings, at the Company's option, at (a) a prime rate plus a margin of (i) 0.75% if excess availability is greater than or equal to 75%, (ii) 1.0% if excess availability is less than 75% but greater than or equal to 33% or (iii) 1.25% if excess availability is less than 33% or (b) a LIBOR-based rate plus a margin of (i) 1.75% if excess availability is greater than or equal to 75%, (ii) 2.00% if excess availability is less than 75% but greater than or equal to 33% or (iii) 2.25% if excess availability is less than 33%. The Revolving Credit Facility further provides for a letter of credit fee equal to the LIBOR-based rate plus (i) 1.75% if excess availability is greater than or equal to 75%, (ii) 2.00% if excess availability is less than 75% but greater than or equal to 33% or (iii) 2.25% if excess availability is less than 33%. The Revolving Credit Facility also contains an unused credit facility fee of 0.375% per annum and is subject to a servicing fee of approximately $12.0 thousand per year.

The Revolving Credit Facility includes a covenant which requires the Company to maintain minimum excess collateral availability of no less than the greater of (i) 10% of the then effective maximum credit and (ii) $3.0 million.

The Revolving Credit Facility also includes customary negative and affirmative covenants including, among others, limitations on the Company's ability to (i) incur additional debt; (ii) create liens; (iii) make certain investments, loans and advances; (iv) sell assets; (v) pay dividends or make distributions or other restricted payments; (vi) engage in mergers or consolidations; or (vii) change the Company's business.

Additionally, the Revolving Credit Facility is subject to payment upon the receipt of certain proceeds, including those from the sale of certain assets, and is subject to an increase in the interest rate on borrowings and the letter of credit fee of 2.0% upon an event of default. Amounts under the Revolving Credit Facility may become due upon certain events of default including, among others, failure to comply with the Revolving Credit Facility’s covenants, bankruptcy, default on certain other indebtedness or a change in control.

As of April 29, 2017, the Company had no borrowings under the Revolving Credit Facility and had approximately $20.0 million available on the line of credit.

All obligations under the Revolving Credit Facility are secured by substantially all of the Company's assets and are guaranteed by the Company's subsidiary. As of April 29, 2017 and April 30, 2016, the Company was in compliance with the covenants applicable to it under the Revolving Credit Facility.

On May 10, 2017, the Company entered into a Fourth Amended and Restated Loan and Security Agreement (the “Amended Loan and Security Agreement”), among the Company, Five Below Merchandising, Inc. and Wells Fargo Bank, National Association. The Amended Loan and Security Agreement amends and restates the Third Amended and Restated Loan and Security Agreement, dated June 12, 2013, among the Company, Five Below Merchandising, Inc. and Wells Fargo Bank, National Association, which governed the Revolving Credit Facility.

The Amended Loan and Security Agreement includes a revolving line of credit in the amount of up to $20.0 million (the “Amended Revolving Credit Facility”). Pursuant to the Amended Loan and Security Agreement, advances under the Amended Revolving Credit Facility are no longer tied to a borrowing base; however, the Company is required to maintain eligible inventory at all times in an amount equal to at least $100.0 million. The Amended Revolving Credit Facility expires on the earliest to occur of (i) May 10, 2022 or (ii) an event of default. The Amended Revolving Credit Facility may be increased to up to $50.0 million, subject to certain conditions. The Amended Revolving Credit Facility also includes a $20.0 million sub limit for the issuance of letters of credit.

The Amended Loan and Security Agreement reduces the interest rate payable on borrowings to be, at the Company’s option, a per annum rate equal to (a) a prime rate or (b) a LIBOR-based rate plus a margin of 1.00%. Letter of credit fees are equal to the interest rate payable on LIBOR-based loans. The interest rate and letter of credit fees under the Amended Loan and Security Agreement are subject to an increase of 2.00% per annum upon an event of default.

The Amended Loan and Security Agreement removes restrictions on the Company’s ability to pay or make dividends and distributions or repurchase its stock, but the Amended Loan and Security Agreement continues to include other customary negative and affirmative covenants including, among other things, limitations on the Company’s ability to (i) incur additional debt; (ii) create liens; (iii) make certain investments, loans and advances; (iv) sell assets; (v) engage in mergers or consolidations; or (vi) change its business.

The Amended Loan and Security Agreement also removes the provisions that required the Company to make prepayments on outstanding Amended Revolving Credit Facility balances upon the receipt of certain proceeds, including those from the sale of certain assets. Amounts under the Amended Revolving Credit Facility may become due upon certain events of default including, among other things, the Company's failure to comply with the Amended Revolving Credit Facility's covenants, bankruptcy, default on certain other indebtedness or a change in control.

Under the Amended Loan and Security Agreement, all obligations under the Amended Revolving Credit Facility continue to be guaranteed by Five Below Merchandising, Inc., a wholly-owned subsidiary of the Company, and are secured by substantially all of the assets of the Company and Five Below Merchandising, Inc.

(4) Commitments and Contingencies

Commitments

Leases

The Company leases property and equipment under non-cancelable operating leases. Certain retail store lease agreements provide for contingent rental payments if the store's net sales exceed stated levels (percentage rents) and/or contain escalation clauses, which provide for increases in base rental for increases in future operating costs. Many of the Company's leases provide for one or more renewal options for periods of five years. The Company's operating lease agreements, including assumed extensions, which are generally those that take the lease to a ten-year term, expire through fiscal 2033.

During the thirteen weeks ended April 29, 2017, the Company committed to 38 new store leases with terms of 10 to 15 years that have future minimum lease payments of approximately $69.2 million.

In September 2016, the Company signed a 15-year lease for a new corporate headquarters location in Philadelphia, Pennsylvania to accommodate the Company's current and anticipated future growth. The Company expects to initially occupy approximately 110,000 square feet of office space in early 2018 and expects to expand into approximately 20,000 square feet of additional office space by no later than 2023. The lease agreement has future minimum lease payments of approximately $50 million and expires in early 2033 with three successive options to renew for additional term up to approximately fifteen years.

Other contractual commitments

As of April 29, 2017, the Company has other purchase commitments of approximately $2.6 million consisting of purchase agreements for materials that will be used in the construction of new stores.

Contingencies

Legal Matters

From time to time, the Company is involved in certain legal actions arising in the ordinary course of business. In management's opinion, the outcome of such actions will not have a material adverse effect on the Company's financial condition or results of operations.

(5) Share-Based Compensation

Equity Incentive Plan

Pursuant to the Company's 2002 Equity Incentive Plan (the "Plan"), the Company's board of directors may grant stock options, restricted shares, and restricted stock units to officers, directors, key employees and professional service providers. The Plan, as amended, allows for the issuance of up to a total of 7,600,000 shares under the Plan. As of April 29, 2017, 3,416,569 stock options, restricted shares, or restricted stock units were available for grant.

Common Stock Options

All stock options have a term not greater than ten years. Stock options vest and become exercisable in whole or in part, in accordance with vesting conditions set by the compensation committee of the Company's board of directors. Options granted to date generally vest over four years from the date of grant.

Stock option activity under the Plan was as follows:

	Options Outstanding		Weighted Average Exercise Price	Weighted Average Remaining Contractual Term (in years)
Balance at January 28, 2017	866,637	$	29.60	6.7
Forfeited	(12,440)		36.21	
Exercised	(36,398)		31.94	
Balance at April 29, 2017	817,799		29.40	6.4
Exercisable at April 29, 2017	551,115	$	26.43	5.9

The fair value of each option award granted to employees, including outside directors, is estimated on the date of grant using the Black-Scholes option-pricing model. There were no stock options issued during the thirteen weeks ended April 29, 2017.

Restricted Stock Units and Performance-Based Restricted Stock Units

All restricted stock units ("RSU") and performance-based restricted stock units ("PSU") vest in accordance with vesting conditions set by the compensation committee of the Company's board of directors. RSU's granted to date have vesting periods ranging from less than one year to five years from the date of grant. PSU's granted to date have vesting periods ranging from one year to five years from the date of grant, including grants that have a cumulative three year performance period, subject to satisfaction of the applicable performance goals established for the respective grant. The Company periodically assesses the probability of achievement of the performance criteria and adjusts the amount of compensation expense accordingly. Compensation is recognized over the vesting period and adjusted for the probability of achievement of the performance criteria.

RSU and PSU activity during the thirteen weeks ended April 29, 2017 was as follows:

	Restricted Stock Units			Performance-Based Restricted Stock Units		
	Number		Weighted-Average Grant Date Fair Value	Number		Weighted-Average Grant Date Fair Value
Non-vested balance as of January 28, 2017	275,176	$	36.27	504,556	$	36.91
Granted	126,694		38.10	129,919		38.10
Vested	(40,520)		28.58	(141,003)		38.15
Forfeited	(13,318)		46.55	(9,541)		33.40
Non-vested balance as of April 29, 2017	348,032	$	37.44	483,931	$	36.94

In connection with the vesting of RSU's and PSU's during the thirteen weeks ended April 29, 2017, the Company withheld 19,862 shares with an aggregate value of $0.8 million in satisfaction of minimum tax withholding obligations due upon vesting.

As of April 29, 2017, there was $22.5 million of total unrecognized compensation costs related to non-vested share-based compensation arrangements (including stock options, restricted stock units and performance-based restricted stock units) granted under the Plan. That cost is expected to be recognized over a weighted average vesting period of 2.6 years.

(6) Income Taxes

The following table summarizes the Company's income tax expense and effective tax rates for the thirteen weeks ended April 29, 2017 and April 30, 2016 (dollars in thousands):

	Thirteen Weeks Ended	
	April 29, 2017	April 30, 2016
Income before income taxes	$ 13,091	$ 10,826
Income tax expense	$ 4,700	$ 4,068
Effective tax rate	35.9%	37.6%

The effective tax rates for the thirteen weeks ended April 29, 2017 and April 30, 2016 were based on the Company's forecasted annualized effective tax rates and were adjusted for discrete items that occurred within the periods presented. The effective tax rate for the thirteen weeks ended April 29, 2017 was lower than the thirteen weeks ended April 30, 2016 primarily due to discrete items, which include the impact of the adoption of ASU 2016-09, "Improvements to Employee Share-Based Payment Accounting," with respect to the requirement to recognize excess income tax benefits or deficiencies as income tax benefit or expense in the consolidated statements of operations rather than as additional paid-in capital in the consolidated balance sheets.

The Company had no material accrual for uncertain tax positions or interest or penalties related to income taxes on the Company's balance sheets as of April 29, 2017, January 28, 2017, or April 30, 2016 and has not recognized any material uncertain tax positions or interest and/or penalties related to income taxes in the consolidated statements of operations for the thirteen weeks ended April 29, 2017 or April 30, 2016.

The Company files a federal income tax return as well as state tax returns. The Company's U.S. federal income tax returns for the fiscal years ended February 1, 2014 and thereafter remain subject to examination by the U.S. Internal Revenue Service. State returns are filed in various state jurisdictions, as appropriate, with varying statutes of limitation and remain subject to examination for varying periods up to three to four years depending on the state.

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

You should read the following discussion together with "Selected Financial Data," and the consolidated financial statements and related notes included in our Annual Report on Form 10-K for our fiscal year ended January 28, 2017 and referred to herein as the "Annual Report," and the consolidated financial statements and related notes as of and for the thirteen weeks ended April 29, 2017 included in Part I, Item I of this Quarterly Report on Form 10-Q. The statements in this discussion regarding expectations of our future performance, liquidity and capital resources and other non-historical statements are forward-looking statements. These forward-looking statements are subject to numerous risks and uncertainties, including, but not limited to, the risks and uncertainties described below in "Special Note Regarding Forward-Looking Statements" and in Part II, Item 1A "Risk Factors." Our actual results may differ materially from those contained in or implied by any forward-looking statements.

We operate on a fiscal calendar widely used by the retail industry that results in a given fiscal year consisting of a 52- or 53-week period ending on the Saturday closest to January 31 of the following year. References to "fiscal year 2017" or "fiscal 2017" refer to the period from January 29, 2017 to February 3, 2018 and consists of a 53-week fiscal year. References to "fiscal year 2016" or "fiscal 2016" refer to the period from January 31, 2016 to January 28, 2017 and consists of a 52-week fiscal year. The fiscal quarters ended April 29, 2017 and April 30, 2016 refer to the thirteen weeks ended as of those dates. Historical results are not necessarily indicative of the results to be expected for any future period and results for any interim period may not necessarily be indicative of the results that may be expected for a full year.

SPECIAL NOTE REGARDING FORWARD-LOOKING STATEMENTS

This Quarterly Report on Form 10-Q contains forward-looking statements pursuant to the "safe harbor" provisions of the Private Securities Litigation Reform Act of 1995. Forward-looking statements relate to expectations, beliefs, projections, future plans and strategies, anticipated events or trends and similar expressions concerning matters that are not historical facts or present facts or conditions, such as statements regarding our future financial condition or results of operations, our prospects and strategies for future growth, the introduction of new merchandise, and the implementation of our marketing and branding strategies. In many cases, you can identify forward-looking statements by terms such as "may," "will," "should," "expects," "plans," "anticipates," "believes," "estimates," "predicts," "potential" or the negative of these terms or other comparable terminology.

The forward-looking statements contained in this Quarterly Report on Form 10-Q reflect our views as of the date of this report about future events and are subject to risks, uncertainties, assumptions and changes in circumstances that may cause events or our actual activities or results to differ significantly from those expressed in any forward-looking statement. Although we believe that the expectations reflected in the forward-looking statements are reasonable, we cannot guarantee future events, results, actions, levels of activity, performance or achievements. A number of important factors could cause actual results to differ materially from those indicated by the forward-looking statements, including, but not limited to, those factors described in Part I, Item 1A "Risk Factors" in our Annual Report, as amended by the risk factors included in Part II, Item 1A "Risk Factors" in this Quarterly Report on Form 10-Q. These factors include without limitation:

- *failure to successfully implement our growth strategy;*
- *disruptions in our ability to select, obtain, distribute and market merchandise profitably;*
- *reliance on merchandise manufactured outside of the United States;*
- *dependence on a volume of traffic to our stores;*
- *inability to attract and retain qualified employees;*
- *inability to successfully expand our distribution network capacity;*
- *disruptions to our distribution network or the timely receipt of inventory;*
- *extreme weather conditions in the areas in which our stores are located could negatively affect our business and results of operations;*
- *failure to secure customers' confidential or credit card information, or other private data relating to our employees or our company;*

- *increased operating costs or exposure to fraud or theft due to customer payment-related risk;*
- *inability to increase sales and improve the efficiencies, costs and effectiveness of our operations;*
- *dependence on our executive officers, senior management and other key personnel or inability to hire additional qualified personnel;*
- *inability to successfully manage our inventory balances and inventory shrinkage;*
- *our lease obligations;*
- *changes in our competitive environment, including increased competition from other retailers and the presence of online retailers;*
- *increasing costs due to inflation, increased operating costs, wage rate increases or energy prices;*
- *the seasonality of our business;*
- *inability to successfully implement our expansion to online retail;*
- *disruptions to our information technology systems in the ordinary course or as a result of system upgrades;*
- *failure to maintain adequate internal controls;*
- *complications with the design or implementation of the new enterprise resource system;*
- *natural disasters, adverse weather conditions, pandemic outbreaks, global political events, war and terrorism;*
- *current economic conditions and other economic factors;*
- *the impact of governmental laws and regulations;*
- *the costs and consequences of legal proceedings;*
- *inability to protect our brand name, trademarks and other intellectual property rights;*
- *the impact of product and food safety claims and effects of legislation;*
- *inability to obtain additional financing, if needed;*
- *restrictions imposed by our indebtedness on our current and future operations; and*
- *regulations related to conflict minerals.*

Readers are urged to consider these factors carefully in evaluating the forward-looking statements and are cautioned not to place undue reliance on these forward-looking statements. All of the forward-looking statements we have included in this Quarterly Report on Form 10-Q are based on information available to us on the date of this report. We undertake no obligation to publicly update or revise any forward-looking statement, whether as a result of new information, future events or otherwise, except as otherwise required by law.

Overview

Five Below is a rapidly growing specialty value retailer offering a broad range of trend-right, high-quality merchandise targeted at the teen and pre-teen customer. We offer a dynamic, edited assortment of exciting products, all priced at $5 and below, including select brands and licensed merchandise across our category worlds. As of April 29, 2017, we operated 553 stores in 32 states.

In August 2016, we commenced selling merchandise on the internet, through our fivebelow.com e-commerce website. We launched our e-commerce operation as an additional channel to service our customers. All e-commerce sales, which includes shipping and handling revenue, are included in net sales and beginning with the third fiscal quarter of 2016, are included in comparable sales. Our e-commerce expenses will have components classified as both cost of goods sold and selling, general and administrative expenses.

How We Assess the Performance of Our Business

In assessing the performance of our business, we consider a variety of performance and financial measures. These key measures include net sales, comparable sales, cost of goods sold and gross profit, selling, general and administrative expenses and operating income.

Net Sales

Net sales constitute gross sales net of merchandise returns for damaged or defective goods. Net sales consist of sales from comparable stores, non-comparable stores, and e-commerce, which includes shipping and handling revenue. Revenue from the sale of gift cards is deferred and not included in net sales until the gift cards are redeemed to purchase merchandise.

Our business is seasonal and as a result, our net sales fluctuate from quarter to quarter. Net sales are usually highest in the fourth fiscal quarter due to the year-end holiday season.

Comparable Sales

Comparable sales include net sales from stores that have been open for at least 15 full months from their opening date, and e-commerce sales. Comparable stores include the following:

- Stores that have been remodeled while remaining open;
- Stores that have been relocated within the same trade area, to a location that is not significantly different in size, in which the new store opens at about the same time as the old store closes; and
- Stores that have expanded, but are not significantly different in size, within their current locations.

For stores that are relocated or expanded, the following periods are excluded when calculating comparable sales:

- The period beginning when the closing store receives its last merchandise delivery from one of our distribution centers through:
  - the last day of the fiscal year in which the store was relocated or expanded (for stores that increased significantly in size); or
  - the last day of the fiscal month in which the store re-opens (for all other stores); and
- The period beginning on the first anniversary of the date the store received its last merchandise delivery from one of our distribution centers through the first anniversary of the date the store re-opened.

There may be variations in the way in which some of our competitors and other retailers calculate comparable or "same store" sales. As a result, data in this Quarterly Report on Form 10-Q regarding our comparable sales may not be comparable to similar data made available by other retailers. Non-comparable sales are comprised of new store sales, sales for stores not open for a full 15 months, and sales from existing store relocation and expansion projects that were temporarily closed (or not receiving deliveries) and not included in comparable sales.

Measuring the change in fiscal year-over-year comparable sales allows us to evaluate how our store base is performing. Various factors affect comparable sales, including:

- consumer preferences, buying trends and overall economic trends;
- our ability to identify and respond effectively to customer preferences and trends;
- our ability to provide an assortment of high-quality, trend-right and everyday product offerings that generate new and repeat visits to our stores;
- the customer experience we provide in our stores and online;
- the level of traffic near our locations in the power, community and lifestyle centers in which we operate;
- competition;
- changes in our merchandise mix;
- pricing;
- our ability to source and distribute products efficiently;
- the timing of promotional events and holidays;
- the timing of introduction of new merchandise and customer acceptance of new merchandise;
- our opening of new stores in the vicinity of existing stores;
- the number of items purchased per store visit; and
- weather conditions.

Opening new stores is an important part of our growth strategy. As we continue to pursue our growth strategy, we expect that a significant percentage of our net sales will continue to come from new stores not included in comparable sales. Accordingly, comparable sales is only one measure we use to assess the success of our growth strategy.

Cost of Goods Sold and Gross Profit

Gross profit is equal to our net sales less our cost of goods sold. Gross margin is gross profit as a percentage of our net sales. Cost of goods sold reflects the direct costs of purchased merchandise and inbound freight, as well as shipping and handling costs, store occupancy, distribution and buying expenses. Shipping and handling costs include third-party fulfillment and shipping costs related to our e-commerce operations. Store occupancy costs include rent, common area maintenance, utilities and property taxes for all store locations. Distribution costs include costs for receiving, processing, warehousing and shipping of merchandise to or from our distribution centers and between store locations. Buying costs include compensation expense and other costs for our internal buying organization, including our merchandising and product development team and our planning and allocation group. These costs are significant and can be expected to continue to increase as our company grows.

The components of our cost of goods sold may not be comparable to the components of cost of goods sold or similar measures of our competitors and other retailers. As a result, data in this Quarterly Report on Form 10-Q regarding our gross profit and gross margin may not be comparable to similar data made available by our competitors and other retailers.

The variable component of our cost of goods sold is higher in higher volume quarters because the variable component of our cost of goods sold generally increases as net sales increase. We regularly analyze the components of gross profit as well as gross margin. Any inability to obtain acceptable levels of initial markups, a significant increase in our use of markdowns, and a significant increase in inventory shrinkage or inability to generate sufficient sales leverage on the store occupancy, distribution and buying components of cost of goods sold could have an adverse impact on our gross profit and results of operations. Changes in the mix of our products may also impact our overall cost of goods sold.

Selling, General and Administrative Expenses

Selling, general and administrative, or SG&A, expenses are composed of payroll and other compensation, marketing and advertising expense, depreciation and amortization expense and other selling and administrative expenses. SG&A expenses as a percentage of net sales are usually higher in lower sales volume quarters and lower in higher sales volume quarters.

The components of our SG&A expenses may not be comparable to those of other retailers. We expect that our SG&A expenses will increase in future periods due to our continuing store growth. In addition, any increase in future share-based grants or modifications will increase our share-based compensation expense included in SG&A expenses.

Operating Income

Operating income equals gross profit less SG&A expenses. Operating income excludes interest expense or income, and income tax expense or benefit. We use operating income as an indicator of the productivity of our business and our ability to manage SG&A expenses. Operating income percentage measures operating income as a percentage of our net sales.

Results of Consolidated Operations

The following tables summarize key components of our results of consolidated operations for the periods indicated, both in dollars and as a percentage of our net sales.

	Thirteen Weeks Ended	
	April 29, 2017	April 30, 2016
	(in millions, except percentages and total stores)	
Consolidated Statements of Operations Data [1]:		
Net sales	$ 232.9	$ 192.7
Cost of goods sold	159.1	132.4
Gross profit	73.8	60.3
Selling, general and administrative expenses	61.0	49.5
Operating income	12.8	10.8
Interest income, net	0.3	0.1
Income before income taxes	13.1	10.8
Income tax expense	4.7	4.1
Net income	$ 8.4	$ 6.8
Percentage of Net Sales [1]:		
Net sales	100.0%	100.0%
Cost of goods sold	68.3	68.7
Gross profit	31.7	31.3
Selling, general and administrative expenses	26.2	25.7
Operating income	5.5	5.6
Interest income, net	0.1	—
Income before income taxes	5.6	5.6
Income tax expense	2.0	2.1
Net income	3.6%	3.5%
Operational Data:		
Total stores at end of period	553	458
Comparable sales growth	2.6%	4.9%
Average net sales per store [2]	$ 0.4	$ 0.4

(1) Components may not add to total due to rounding.
(2) Only includes stores open during the full thirteen weeks ended.

Thirteen Weeks Ended April 29, 2017 Compared to the Thirteen Weeks Ended April 30, 2016

Net Sales

Net sales increased to $232.9 million in the thirteen weeks ended April 29, 2017 from $192.7 million in the thirteen weeks ended April 30, 2016, an increase of $40.2 million, or 20.8%. The increase was the result of a non-comparable sales increase of $35.5 million and a comparable sales increase of $4.7 million. The increase in non-comparable sales was primarily driven by the number of stores that opened in fiscal 2016 but have not been open for 15 full months and new stores that opened in fiscal 2017. We plan to open 100 new stores in fiscal 2017.

Comparable sales increased 2.6% for the thirteen weeks ended April 29, 2017 compared to the thirteen weeks ended April 30, 2016. This increase resulted from an increase of approximately 3.4% in the number of transactions in our stores partially offset by a decrease of approximately 0.8% in the average dollar value of transactions.

Cost of Goods Sold and Gross Profit

Cost of goods sold increased to $159.1 million in the thirteen weeks ended April 29, 2017 from $132.4 million in the thirteen weeks ended April 30, 2016, an increase of $26.6 million, or 20.1%. The increase in cost of goods sold was primarily the result of an increase in the merchandise cost of goods resulting from the increase in net sales. Also contributing to the increase in cost of goods sold were an increase in store occupancy costs resulting from new store openings.

Gross profit increased to $73.8 million in the thirteen weeks ended April 29, 2017 from $60.3 million in the thirteen weeks ended April 30, 2016, an increase of $13.5 million, or 22.4%. Gross margin increased to 31.7% for the thirteen weeks ended April 29, 2017 from 31.3% in the thirteen weeks ended April 30, 2016, an increase of approximately 40 basis points. The increase in gross margin was primarily the result of a decrease as a percentage of net sales in merchandise cost of goods sold.

Selling, General and Administrative Expenses

Selling, general and administrative expenses increased to $61.0 million in the thirteen weeks ended April 29, 2017 from $49.5 million in the thirteen weeks ended April 30, 2016, an increase of $11.5 million, or 23.2%. As a percentage of net sales, selling, general and administrative expenses increased approximately 50 basis points to 26.2% in the thirteen weeks ended April 29, 2017 compared to 25.7% in the thirteen weeks ended April 30, 2016. The increase in selling, general and administrative expenses was primarily the result of increases of $6.9 million in store-related expenses to support new store growth and $4.6 million of corporate-related expenses.

Income Tax Expense

Income tax expense increased to $4.7 million in the thirteen weeks ended April 29, 2017 from $4.1 million in the thirteen weeks ended April 30, 2016, an increase of $0.6 million, or 15.5%. The increase in income tax expense was primarily the result of a $2.3 million increase in pre-tax income. Our effective tax rate for the thirteen weeks ended April 29, 2017 was 35.9% compared to 37.6% in the thirteen weeks ended April 30, 2016. Our effective tax rate for the thirteen weeks ended April 29, 2017 was lower than the comparable period primarily due to discrete items, which include the impact of the adoption of ASU 2016-09, "Improvements to Employee Share-Based Payment Accounting," with respect to the requirement to recognize excess income tax benefits or deficiencies as income tax benefit or expense in the consolidated statements of operations rather than as additional paid-in capital in the consolidated balance sheets.

Net Income

As a result of the foregoing, net income increased to $8.4 million in the thirteen weeks ended April 29, 2017 from $6.8 million in the thirteen weeks ended April 30, 2016, an increase of $1.6 million or 24.2%.

Liquidity and Capital Resources

Overview

Our primary source of liquidity is cash flows from operations. Our primary cash needs are for capital expenditures and working capital.

Capital expenditures typically vary depending on the timing of new store openings and infrastructure-related investments. We plan to make capital expenditures of approximately $78 million in fiscal 2017, which exclude the impact of tenant allowances, and which we expect to fund from cash generated from operations. We expect to incur approximately $35 million of our capital expenditure budget in fiscal 2017 to construct and open approximately 100 new stores, with the remainder projected to be spent on our new corporate headquarters, store relocations and remodels, distribution centers, and corporate infrastructure.

Our primary working capital requirements are for the purchase of store inventory and payment of payroll, rent, other store operating costs and distribution costs. Our working capital requirements fluctuate during the year, rising in the third and fourth fiscal quarters as we take title to increasing quantities of inventory in anticipation of our peak, year-end holiday shopping season in the fourth fiscal quarter. Fluctuations in working capital are also driven by the timing of new store openings.

Historically, we have funded our capital expenditures and working capital requirements during the fiscal year with cash on hand, net cash provided by operating activities and borrowings under our Revolving Credit Facility. When we have used our Revolving Credit Facility, the amount of indebtedness outstanding under it has tended to be the highest in the beginning of the fourth quarter of each fiscal year. Over the past three fiscal years, to the extent that we have drawn on the facility, we have paid down the borrowings before the end of the fiscal year with cash generated during our peak selling season in the fourth quarter. We did not have any direct borrowings under our Revolving Credit Facility during the thirteen weeks ended April 29, 2017. As of April 29, 2017, we had approximately $20.0 million available on the line of credit.

Based on our growth plans, we believe that our cash position, which includes our cash equivalents and short-term investments, net cash provided by operating activities and availability under our Revolving Credit Facility will be adequate to finance our planned capital expenditures and working capital requirements over the next 12 months and for the foreseeable future thereafter. If cash flows from operations and borrowings under our Revolving Credit Facility are not sufficient or available to meet our requirements, then we will be required to obtain additional equity or debt financing in the future. There can be no assurance that equity or debt financing will be available to us when we need it or, if available, that the terms will be satisfactory to us and not dilutive to our then-current shareholders.

Cash Flows

A summary of our cash flows from operating, investing and financing activities is presented in the following table (in millions):

	Thirteen Weeks Ended	
	April 29, 2017	**April 30, 2016**
Net cash provided by (used in) operating activities	$ 33.7	$ (10.5)
Net cash used in investing activities	(45.0)	(17.1)
Net cash provided by financing activities	0.4	0.2
Net decrease during period in cash and cash equivalents (1)	$ (10.9)	$ (27.3)

(1) Components may not add to total due to rounding.

Cash Provided by (Used in) Operating Activities

Net cash provided by (used in) operating activities for the thirteen weeks ended April 29, 2017 was $33.7 million, an increase of $44.2 million compared to the thirteen weeks ended April 30, 2016. The increase was primarily due to changes in overall working capital, a decrease in income taxes paid, and an increase in operating cash flows from store performance.

Cash Used in Investing Activities

Net cash used in investing activities for the thirteen weeks ended April 29, 2017 was $45.0 million, an increase of $27.9 million compared to the thirteen weeks ended April 30, 2016. The increase was primarily due to increases in net purchases of investment securities and capital expenditures. The increase in capital expenditures was primarily for our new store construction, our distribution facilities, and our corporate infrastructure.

Cash Provided by Financing Activities

Net cash provided by financing activities for the thirteen weeks ended April 29, 2017 was $0.4 million, an increase of $0.2 million compared to the thirteen weeks ended April 30, 2016. The increase was primarily the result of decreases in the common shares withheld for taxes and excess tax benefits related to exercises of stock options and the vesting of restricted stock units and performance-based restricted stock units.

Line of Credit

The Company has a revolving credit facility (the "Revolving Credit Facility") that allows maximum borrowings of $20.0 million with advances tied to a borrowing base and expires on the earliest to occur of (i) May 16, 2017 or (ii) upon the occurrence of an event of default. The Revolving Credit Facility may be increased to $30.0 million upon certain conditions. The Revolving Credit Facility includes a $5.0 million sub limit for the issuance of letters of credit. The borrowing base is 90% of eligible credit card receivables plus 90% of the net recovery percentage of eligible inventory less established reserves.

The Revolving Credit Facility provides for interest on borrowings, at our option, at (a) a prime rate plus a margin of (i) 0.75% if excess availability is greater than or equal to 75%, (ii) 1.0% if excess availability is less than 75% but greater than or equal to 33% or (iii) 1.25% if excess availability is less than 33% or (b) a LIBOR-based rate plus a margin of (i) 1.75% if excess availability is greater than or equal to 75%, (ii) 2.00% if excess availability is less than 75% but greater than or equal to 33% or (iii) 2.25% if excess availability is less than 33%. The Revolving Credit Facility further provides for a letter of credit fee equal to the LIBOR-based rate plus (i) 1.75% if excess availability is greater than or equal to 75%, (ii) 2.00% if excess availability is less than 75% but greater than or equal to 33% or (iii) 2.25% if excess availability is less than 33%. The Revolving Credit Facility also contains an unused credit facility fee of 0.375% per annum and is subject to a servicing fee of approximately $12.0 thousand per year.

The Revolving Credit Facility includes a covenant which requires us to maintain minimum excess collateral availability of no less than the greater of (i) 10% of the then effective maximum credit and (ii) $3.0 million.

The Revolving Credit Facility also includes customary negative and affirmative covenants including, among others, limitations on our ability to (i) incur additional debt; (ii) create liens; (iii) make certain investments, loans and advances; (iv) sell assets; (v) pay dividends or make distributions or other restricted payments; (vi) engage in mergers or consolidations; or (vii) change our business.

Additionally, the Revolving Credit Facility is subject to payment upon the receipt of certain proceeds, including those from the sale of certain assets, and is subject to an increase in the interest rate on borrowings and the letter of credit fee of 2.0% upon an event of default. Amounts under the Revolving Credit Facility may become due upon certain events of default including, among others, failure to comply with the Revolving Credit Facility's covenants, bankruptcy, default on certain other indebtedness or a change in control.

As of April 29, 2017, we had approximately $20.0 million available on the line of credit.

All obligations under the Revolving Credit Facility are secured by substantially all of our assets and are guaranteed by our subsidiary. As of April 29, 2017 and April 30, 2016, we were in compliance with the covenants applicable to us under the Revolving Credit Facility.

On May 10, 2017, we entered into a Fourth Amended and Restated Loan and Security Agreement (the "Amended Loan and Security Agreement"), among Five Below Inc., Five Below Merchandising, Inc. and Wells Fargo Bank, National Association. The Amended Loan and Security Agreement amends and restates the Third Amended and Restated Loan and Security Agreement, dated June 12, 2013, among Five Below Inc., Five Below Merchandising, Inc. and Wells Fargo Bank, National Association, which governed the Revolving Credit Facility.

The Amended Loan and Security Agreement includes a revolving line of credit in the amount of up to $20.0 million (the "Amended Revolving Credit Facility"). Pursuant to the Amended Loan and Security Agreement, advances under the Amended Revolving Credit Facility are no longer tied to a borrowing base; however, we are required to maintain eligible inventory at all times in an amount equal to at least $100.0 million. The Amended Revolving Credit Facility expires on the earliest to occur of (i) May 10, 2022 or (ii) an event of default. The Amended Revolving Credit Facility may be increased to up to $50.0 million, subject to certain conditions. The Amended Revolving Credit Facility also includes a $20.0 million sub limit for the issuance of letters of credit.

The Amended Loan and Security Agreement reduces the interest rate payable on borrowings to be, at our option, a per annum rate equal to (a) a prime rate or (b) a LIBOR-based rate plus a margin of 1.00%. Letter of credit fees are equal to the interest rate payable on LIBOR-based loans. The interest rate and letter of credit fees under the Amended Loan and Security Agreement are subject to an increase of 2.00% per annum upon an event of default.

The Amended Loan and Security Agreement removes restrictions related to our ability to pay or make dividends and distributions or repurchase our stock, but the Amended Loan and Security Agreement continues to include other customary negative and affirmative covenants including, among other things, limitations on our ability to (i) incur additional debt; (ii) create liens; (iii) make certain investments, loans and advances; (iv) sell assets; (v) engage in mergers or consolidations; or (vi) change our business.

The Amended Loan and Security Agreement also removes the provisions that required us to make prepayments on outstanding Amended Revolving Credit Facility balances upon the receipt of certain proceeds, including those from the sale of certain assets. Amounts under the Amended Revolving Credit Facility may become due upon certain events of default including, among other things, our failure to comply with the Amended Revolving Credit Facility's covenants, bankruptcy, default on certain other indebtedness or a change in control.

Under the Amended Loan and Security Agreement, all obligations under the Amended Revolving Credit Facility continue to be guaranteed by our subsidiary and are secured by substantially all of our and our subsidiary's assets.

Critical Accounting Policies and Estimates

The preparation of financial statements in conformity with U.S. generally accepted accounting principles requires management to make estimates and assumptions. Predicting future events is inherently an imprecise activity and, as such, requires the use of judgment. Actual results may vary from estimates in amounts that may be material to the financial statements. An accounting policy is deemed to be critical if it requires an accounting estimate to be made based on assumptions about matters that are highly uncertain at the time the estimate is made, and if different estimates that reasonably could have been used, or changes in the accounting estimates that are reasonably likely to occur periodically, could materially impact our consolidated financial statements. Our critical accounting policies and estimates are discussed in the Annual Report. We believe that there have been no significant changes to our critical accounting policies during the thirteen weeks ended April 29, 2017.

Contractual Obligations

Except as set forth below, there have been no material changes to our contractual obligations as disclosed in the Annual Report, other than those which occur in the ordinary course of business.

From January 29, 2017 to April 29, 2017, we have entered into 38 new fully executed retail leases with terms of 10 to 15 years and other lease modifications that have future minimum lease payments of approximately $69.2 million.

In September 2016, we signed a 15-year lease for a new corporate headquarters location in Philadelphia, Pennsylvania to accommodate our current and anticipated future growth. We expect to initially occupy approximately 110,000 square feet of office space in early 2018 and expect to expand into approximately 20,000 square feet of additional office space by no later than 2023. The lease agreement has future minimum lease payments of approximately $50 million and expires in early 2033 with three successive options to renew for additional term up to approximately fifteen years.

Off-Balance Sheet Arrangements

For the quarterly period ended April 29, 2017, except for operating leases entered into in the normal course of business, we were not party to any material off-balance sheet arrangements that are reasonably likely to have a current or future effect on our financial condition, net sales, expenses, results of operations, liquidity, capital expenditures or capital resources.

Recently Issued Accounting Pronouncements

In May 2014, the Financial Accounting Standards Board ("FASB") issued ASU 2014-09, "Revenue from Contracts with Customers." ASU 2014-09 clarifies the principles for recognizing revenue from contracts with customers. The update outlines a single comprehensive model for entities to use in accounting for revenue arising from contracts with customers and supersedes most current revenue recognition guidance, including industry-specific guidance. In August 2015, the FASB issued ASU 2015-14, "Revenue from Contract with Customers: Deferral of the Effective Date." ASU 2015-14 deferred the effective date of ASU 2014-09 to fiscal years beginning after December 15, 2017, and interim periods within those fiscal years. Early adoption is permitted for annual reporting periods beginning after December 15, 2016, including interim periods within those annual periods. In the first six months of fiscal 2016, the FASB issued guidance clarifying the interpretation of certain principles of ASU 2014-09. We may use either a full retrospective approach or a modified retrospective approach to adopt ASU 2014-09. We are currently evaluating the impact of the updated guidance on our consolidated financial statements.

In February 2016, the FASB issued ASU 2016-02, "Leases." ASU 2016-02 requires that lease arrangements longer than 12 months result in an entity recognizing an asset and a liability. The updated guidance is effective for interim and annual periods beginning after December 15, 2018, and early adoption is permitted. The standard requires use of the modified retrospective transition approach. While we are still evaluating this standard, given the significant amount of leases that we are party to, we expect this standard will have a material impact on our consolidated balance sheets from the recognition of right to use assets and related liabilities but do not expect it to have a material impact on our consolidated statements of operations. We plan to adopt this standard in the first quarter of fiscal 2019, coinciding with the standard's effective date.

In March 2016, the FASB issued ASU 2016-09, "Improvements to Employee Share-Based Payment Accounting." ASU 2016-09 affects all entities that issue share-based payment awards to their employees. This accounting standards update makes several modifications to the accounting for employee share-based payment transactions, including the requirement that the excess income tax benefits or deficiencies that arise when the tax consequences of share-based compensation differ from amounts previously recognized in the consolidated statement of operations be recognized as income tax benefit or expense in the consolidated statement of operations rather than as additional paid-in capital in the consolidated balance sheet. The guidance also clarifies the classification of components of share-based awards on the consolidated statement of cash flows such that excess income tax benefits should not be presented separately from other income taxes in the consolidated statement of cash flows and, thus, should be classified as an operating activity rather than a financing activity as they are under the current guidance. ASU 2016-09 is effective for financial statements issued for annual reporting periods beginning after December 15, 2016 and interim periods within those years. We adopted this standard prospectively in the first quarter of fiscal 2017. This standard will result in a decrease or increase to our effective tax rate, net income, and earnings per share based upon the requirement to recognize the excess income tax benefits or deficiencies in the consolidated statements of operations and change our earnings per share calculation to exclude excess tax benefits previously assumed under the treasury stock method. No changes were required related to the classification of employee taxes paid for withheld shares in our consolidated statements of cash flows since we have historically classified these within financing cash flows.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

Interest Rate Risk

Our principal market risk relates to interest rate sensitivity, which is the risk that future changes in interest rates will reduce our net income or net assets. We have short-term investment securities that are interest-bearing securities and if there are changes in interest rates, those changes would affect the interest income we earn on these investments and, therefore, impact our cash flows and results of operations. However, due to the short term nature of our investment portfolio, we do not believe an immediate 100 basis point increase or decrease in interest rates would have a material effect on the fair market value of our portfolio, and accordingly we do not expect our operating results or cash flows to be materially affected by a sudden change in market interest rates.

We also have a Revolving Credit Facility which includes a revolving line of credit with advances tied to a borrowing base, which bears interest at a variable rate. Because our Revolving Credit Facility bears interest at a variable rate, we will be exposed to market risks relating to changes in interest rates.

As of April 29, 2017, the Company had approximately $20.0 million available on the line of credit. The Revolving Credit Facility provides for interest on borrowings, at the Company's option, at (a) a prime rate plus a margin of (i) 0.75% if excess availability is greater than or equal to 75%, (ii) 1.0% if excess availability is less than 75% but greater than or equal to 33% or (iii) 1.25% if excess availability is less than 33% or (b) a LIBOR-based rate plus a margin of (i) 1.75% if excess availability is greater than or equal to 75%, (ii) 2.00% if excess availability is less than 75% but greater than or equal to 33% or (iii) 2.25% if excess availability is less than 33%. The Revolving Credit Facility further provides for a letter of credit fee equal to the LIBOR-based rate plus (i) 1.75% if excess availability is greater than or equal to 75%, (ii) 2.00% if excess availability is less than 75% but greater than or equal to 33% or (iii) 2.25% if excess availability is less than 33%. We do not use derivative financial instruments for speculative or trading purposes, but this does not preclude our adoption of specific hedging strategies in the future.

Impact of Inflation

Our results of operations and financial condition are presented based on historical cost. While it is difficult to accurately measure the impact of inflation due to the imprecise nature of the estimates required, we believe the effects of inflation, if any, on our historical results of operations and financial condition have been immaterial. We cannot assure you, however, that our results of operations and financial condition will not be materially impacted by inflation in the future.

ITEM 4. CONTROLS AND PROCEDURES

Evaluation of Disclosure Controls and Procedures

Our management has evaluated, under the supervision and with the participation of our Chief Executive Officer and Chief Financial Officer, the effectiveness of our disclosure controls and procedures, as defined in Rule 13(a)-15(e) of the Securities Exchange Act of 1934 (the “Exchange Act”), as of the end of the period covered by this Quarterly Report on Form 10-Q pursuant to Rule 13a-15(b) of the Exchange Act. Based on that evaluation, our Chief Executive Officer and Chief Financial Officer have concluded that our disclosure controls and procedures as of the end of the period covered by this Quarterly Report on Form 10-Q are effective at a reasonable assurance level in ensuring that information required to be disclosed in our Exchange Act reports is (1) recorded, processed, summarized and reported in a timely manner and (2) accumulated and communicated to our management, including our Chief Executive Officer and Chief Financial Officer, as appropriate to allow timely decisions regarding required disclosure. Our management, including our Chief Executive Officer and Chief Financial Officer, does not expect that our disclosure controls and procedures will prevent or detect all errors and all fraud. While our disclosure controls and procedures are designed to provide reasonable assurance of their effectiveness, because of the inherent limitations in all control systems, no evaluation of controls can provide absolute assurance that all control issues and instances of fraud, if any, within the Company have been detected.

Changes in Internal Control over Financial Reporting

There were no changes to our internal control over financial reporting during the thirteen weeks ended April 29, 2017 that have materially affected, or that are reasonably likely to materially affect, our internal control over financial reporting.

PART II - OTHER INFORMATION

ITEM 1. LEGAL PROCEEDINGS

We are subject to various proceedings, lawsuits, disputes, and claims arising in the ordinary course of our business. Many of these actions raise complex factual and legal issues and are subject to uncertainties. Actions filed against us from time to time include commercial, intellectual property, customer, and employment actions, including class action lawsuits. The plaintiffs in some actions seek unspecified damages or injunctive relief, or both. Actions are in various procedural stages, and some are covered in part by insurance. We cannot predict with assurance the outcome of actions brought against us. Accordingly, adverse developments, settlements, or resolutions may occur and negatively impact income in the quarter of such development, settlement or resolution. If a potential loss arising from these lawsuits, claims and pending actions is probable and reasonably estimable, we record the estimated liability based on circumstances and assumptions existing at the time. Although the outcome of these and other claims cannot be predicted with certainty, management does not believe that the ultimate resolution of these matters will have a material adverse effect on our financial condition or results of operations.

ITEM 1A. RISK FACTORS

Risk factors that affect our business and financial results are discussed in Part I, Item 1A “Risk Factors” in our Annual Report. There have been no material changes in our risk factors from those previously disclosed in our Annual Report. You should carefully consider the risks described in our Annual Report, which could materially affect our business, financial condition or future results. The risks described in our Annual Report are not the only risks we face. Additional risks and uncertainties not currently known to us or that we currently deem to be immaterial also may materially adversely affect our business, financial condition, and/or operating results. If any of the risks actually occur, our business, financial condition, and/or results of operations could be negatively affected.

ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS

None.

ITEM 3. DEFAULTS UPON SENIOR SECURITIES

Not applicable.

ITEM 4. MINE SAFETY DISCLOSURES

Not applicable.

ITEM 5. OTHER INFORMATION

None.

ITEM 6. EXHIBITS

(a) Exhibits

No.	Description
10.1	Employment Letter, dated April 6, 2017, by and between George S. Hill and Five Below, Inc.
10.2	Five Below, Inc. Executive Severance Plan.
10.3	Fourth Amended and Restated Loan and Security Agreement, dated May 10, 2017, among the Company, Five Below Merchandising, Inc. and Wells Fargo Bank, National Association (incorporated by reference to Exhibit 10.1 of the Current Report on Form 8-K filed with the Securities and Exchange Commission on May 11, 2017).
31.1	Certification of Chief Executive Officer required by Rule 13a-14(a) or Rule 15d-14(a) of the Securities Exchange Act of 1934, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
31.2	Certification of Chief Financial Officer required by Rule 13a-14(a) or Rule 15d-14(a) of the Securities Exchange Act of 1934, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
32.1	Certification of Chief Executive Officer pursuant to 18 U.S.C. 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
32.2	Certification of Chief Financial Officer pursuant to 18 U.S.C. 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
101†	The following financial information from this Quarterly Report on Form 10-Q for the fiscal quarter ended April 29, 2017, formatted in XBRL (Extensible Business Reporting Language) and furnished electronically herewith: (i) the Unaudited Consolidated Balance Sheets as of April 29, 2017, January 28, 2017 and April 30, 2016; (ii) the Unaudited Consolidated Statements of Operations for the Thirteen Weeks Ended April 29, 2017 and April 30, 2016; (iii) the Unaudited Consolidated Statement of Shareholders' Equity for the Thirteen Weeks Ended April 29, 2017; (iv) the Unaudited Consolidated Statements of Cash Flows for the Thirteen Weeks Ended April 29, 2017 and April 30, 2016 and (v) the Notes to Unaudited Consolidated Financial Statements, tagged in detail.

† Pursuant to applicable securities laws and regulations, this interactive data file is deemed not filed or part of a registration statement or prospectus for purposes of sections 11 or 12 of the Securities Act of 1933, as amended, is deemed not filed for purposes of section 18 of the Exchange Act of 1934, as amended, and otherwise is not subject to liability under those sections.

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, thereunto duly authorized.

	FIVE BELOW, INC.
Date: June 2, 2017	/s/ Joel D. Anderson
	Joel D. Anderson
	President and Chief Executive Officer (Principal Executive Officer)
Date: June 2, 2017	/s/ Kenneth R. Bull
	Kenneth R. Bull
	Chief Financial Officer and Treasurer (Principal Financial Officer and Principal Accounting Officer)

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Exhibit 10.1

Five Below, Inc.
1818 Market Street
Suite 2000
Philadelphia, PA 19103
p 215.546.7909
f 215-546-8099
www.fivebelow.com

April 6, 2017

George S. Hill
Cranberry Township, PA

Dear George:

On behalf of Five Below, Inc. (the "Company"), I am proud to extend you an offer to join our Company as Executive Vice President of Retail Operations. In this position, you will report directly to Joel Anderson, Chief Executive Officer. You will be working out of the Company's Corporate Headquarters in Philadelphia, PA and your anticipated start date is Monday, May 8, 2017. Your offer of employment is expressly conditioned on approval by the Company's Board of Directors and your signing and returning this letter and the attached Confidential Information and Developments Agreement (the "Non-Disclosure Agreement").

Your annual base salary will initially be $465,000 which will be paid every other week, less payroll deductions and all required withholdings. You will be reviewed annually beginning in April 2018. You will receive 4 weeks of vacation during the first vacation year (May 1- April 30). In addition to your vacation, you will receive five days of personal time during your first vacation year.

Upon execution of this offer letter, the Non-Disclosure Agreement attached hereto and the commencement of your employment with the Company, you will be eligible for the following additional items of compensation:

- Signing Bonus: You will be entitled to a total signing bonus of $150,000. Shortly after your start of employment, you will receive the first installment of your signing bonus, $75,000, less payroll deductions and all required withholdings. If within the first twelve months of employment your position is terminated with "cause" by the Company or you choose to voluntarily terminate your position, you will be required to repay this sign on bonus in full to the Company upon leaving. You will receive the second installment of your signing bonus approximately 12 months after your start of employment in the amount of $75,000 subject to the same terms and conditions stated above.

- Incentive Bonus: You will be eligible to participate in the Company's Incentive Bonus plan for the 2017 fiscal year, to be paid in 2018, currently targeted at 60% of your annual salary. Based on your start date, you will be eligible for 100% of your targeted bonus for the 2017 fiscal year. The amount of the bonus will depend on a combination of various performance measures established by the Compensation Committee of the Company's Board of Directors, as well as your achievement of individual performance goals. To be eligible to receive the bonus you must be actively employed on the date the bonus is paid.

- Initial Equity Grant: You will be eligible for an initial equity grant equal to $800,000 delivered as follows:

    - Subject to the approval of the Compensation Committee of the Company's Board of Directors, on your start date (the "Effective Date"), you will receive an equity grant of $800,000. The equity grant will be delivered as $600,000 (75%) in performance based restricted stock units ("PRSUs") and $200,000 (25%) in time-based restricted stock units ("RSUs"), determined as follows:

        - The actual number of PRSUs will be determined by dividing $600,000 by the closing price of the Company's common stock on the Effective Date. PRSUs vest cumulatively over three years

and are subject to your continued employment on the applicable vesting dates and performance metrics established by the Compensation Committee of the Board.

- The actual number of RSUs in the initial equity grant shall be determined by dividing $200,000 by the closing price of the Company's common stock on the Effective Date. Subject to your continued employment on the applicable vesting date, RSUs will vest 50% on the second anniversary of the Effective Date; and 25% on each of the third and fourth anniversaries of the Effective Date.

Annual Long-Term Incentive Plan: In or around April 2018, you will receive an annual equity grant, pursuant to the Company's long-term incentive program, with a grant value equal to the target grant value for the Executive Vice Presidents of the Company. This grant will be subject to the same terms and conditions as referenced above.

(Note - bonus plans and subsequent equity awards are subject to change and could affect your future participation level in these plans.)

- Benefits: Full-time Home Office associates are eligible to enroll in the Five Below health and wellness benefits effective their first day of hire. You must take action and elect your health benefits during your first 30 days of hire or you will be unable to participate in our health plans until the next Open Enrollment held in June. Shortly after your start date, you will receive an enrollment communication to the personal email address we have on file. If you do not receive this message, contact the benefits department immediately at benefits@fivebelow.com.

- 401k Plan: Full-time associates that are at least age 21 are eligible to participate in the Five Below 401(k) Plan effective the first of the month after 30 days of employment. Associates are eligible for the Company match the first of the quarter after they have worked 1,000 hours in a rolling 12-month period.

- Relocation: You will be entitled to a "Level 1 Executive Relocation" as outlined in the attached relocation policy.

(Note - Certain relocation expenses may be subject to payroll taxes and included in wages on your W-2. If within the first twelve months of employment your position is terminated with "cause" by the Company or you choose to terminate voluntarily your position, you will be required to repay the relocation amounts in full to the Company upon leaving.)

For purposes of the above, the term "cause" shall be defined as (i) alcohol abuse or use of controlled drugs (other than in accordance with a physician's prescription); (ii) gross negligence or willful misconduct in the course of employment (failure to meet performance standards or objectives, by itself, does not constitute cause); (iii) any breach of any obligation or duty to the Company or any of its affiliates (whether arising by statute, common law, contract or otherwise) relating to confidentiality, noncompetition, non-solicitation or property rights; (iv) other conduct involving any type of disloyalty to the Company or any of its affiliates, including, without limitation, fraud, embezzlement, theft or proven dishonesty; and (v) conviction of (or the entry of a plea of guilty or nolo contendere to) a misdemeanor involving moral turpitude or any felony.

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, and sign and comply with the Non-Disclosure Agreement attached hereto, 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 confidentiality agreement) any prior employer and (2) the information from the consumer report obtained in the Screening and Selection process does not result in an adverse decision with regard to your employment. The employment terms in this letter supersede any other agreements or promises made to you by anyone, whether oral or written. 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 contact me. If acceptable, please countersign and date this letter in the space provided below and return the original of this letter to me by scanning to my email address at bill.clark@fivebelow.com.

Sincerely,
/s/ Bill Clark
Bill Clark
Senior Vice President of Human Resources

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

/s/George Hill April 7, 2017
George Hill Date

Exhibit 10.2

Five Below, Inc. Executive Severance Plan

Summary Plan Description / Plan Document

I. **General Information**

A. The Five Below, Inc. Executive Severance Plan (the "Plan") provides eligible Participants with separation benefits in the event they are separated from service with Five Below, Inc. (the "Company") for the reasons and in accordance with the terms and conditions described herein.

B. Notwithstanding any other provision of the Plan and except with respect to individual employment or severance agreements, the Plan supersedes any and all prior plans, policies or practices, written or oral, which may have previously applied governing the payment of severance to terminated employees of the Company and such prior plans, policies or practices will have no further force or effect. Other than individually applicable employment, offer letters or severance agreements, this is the only plan, policy or practice of the Company that provides severance benefits to employees of the Company and any employees or other service providers of the Company not covered by the Plan will not be entitled to severance benefits under the Plan upon their termination of employment.

C. This Summary Plan Description / Plan Document is intended to comply with the requirements of the Employee Retirement Income Security Act of 1974, as amended ("ERISA").

II. **Eligibility**

A. You are an "Employee," for purposes of this Plan, if (1) you are a regular full-time exempt employee of the Company who, at the time of your termination of employment, holds a title or position with the Company identified in Appendix A, as may be amended from time to time, and (2) you have been employed by the Company for at least one (1) year at the time of your termination of employment. All other Company employees, including, but not limited, to any employee who is not designated by the Company as a Vice President or above, and including seasonal, temporary, contingent, leased and hourly employees, are ineligible to participate in the Plan. You are also not an Employee if you are not classified by the Company as an employee, even if you are retroactively recharacterized as an employee by a third party or the Company.

B. You are a "Participant," for purposes of this Plan, if you are an Employee and you experience a Separation from Service (as defined below) either (1) if you are a Category I Executive (as identified on Appendix A), as a result of a termination of employment by the Company without Cause or by you from the Company for Good Reason or (2) if you are a Category II Executive (as identified on Appendix A), as a result of your termination of employment by the Company without Cause; provided, however that in either case you will not be eligible to receive severance benefits under this Plan if one of the exceptions in Section II(C) of the Plan applies or you fail to comply with the provisions of Section II(E).

1. For purposes of this Plan, "Cause" means any of the following: (a) refusal or repeated failure to perform the duties assigned to you; (b) any willful or intentional act on your part that has the effect of injuring the reputation or business of the Company in any material respect; (c) any felony conviction; (d) any misdemeanor conviction which relates to or adversely affects your ability to perform the duties and responsibilities of your position with the Company; (e) commission of an act of gross misconduct, fraud, embezzlement or theft against the Company; (f) based on the evaluations of your managers, you are unable to meet the reasonable expectations of your position; (g) violation of any Company policy applicable to you; or (h) any action of such extreme nature that the Company determines to be grounds for immediate dismissal. Without limiting the generality of the foregoing, if your employment is terminated for "cause" pursuant to an employment agreement, offer letter, severance agreement or other similar agreement (collectively, an "Employment Agreement"), such termination of employment shall be deemed to have been a termination for "Cause" for purposes of the Plan.

2. For purposes of this Plan, "Good Reason" means any of the following: (i) a material and adverse diminution in your then current Base Salary; (ii) a material, adverse change in your duties or responsibilities from those in effect on the date immediately prior to the date of the initial existence of such change; (iii) any willful, material breach by the Company of any of its covenants or obligations under any applicable Employment Agreement (as defined below) to which you are a party; or (iv) the relocation of the geographic location of your principal place of employment by more than fifty (50) miles from your office on the date immediately prior to the change in such geographic location.

   Notwithstanding the foregoing, your assertion of a right to terminate for Good Reason shall not be effective unless (A) the condition described arose without your consent; (B) you provide written notice to the Company of the existence of such condition(s) within thirty (30) days of the initial existence of such condition(s); (C) the condition(s) specified in such notice have remained uncorrected for thirty (30) days following the Company's receipt of such written notice (the "Good Reason Cure Period"); and (D) you provide notice to the Company within ten (10) days following the expiration of the Good Reason Cure Period that you wish to resign on account for Good Reason (your termination for Good Reason shall become effective on the first business day following the end of your ten (10) day notice period).

C. Even if you are a Participant, you are not entitled to severance benefits under the Plan if you:

1. Experience a Separation from Service as a result of having your employment terminated for "Cause" (as defined in Section II(B)(1) above);

2. Resign voluntarily without Good Reason if you are a Category I Executive;

3. Resign voluntarily for any reason if you are a Category II Executive;

4. Cease to be an Employee due to your death, disability or retirement;

5. Pursuant to an individual written agreement between you and the Company or any of its subsidiaries, affiliates or divisions (including without limitation, any Employment Agreement), you are eligible for greater severance benefits than those provided under the Plan; provided that if you are eligible for severance benefits pursuant to such an agreement (including any Employment Agreement) that are less than the benefits to which you are eligible under this Plan, the amount payable under such Agreement (including any Employment Agreement), shall reduce and offset the benefits to which you are entitled under the Plan;

6. Fail to comply with reasonable directions of the Company or otherwise fail to continue as a satisfactory Employee after receiving notice of layoff or termination until released by the Company; or

7. Fail to return all material Company property within a reasonable time period requested by the Company.

D.For purposes of the Plan, you shall be deemed to have incurred a separation from service (within the meaning of Treas. Reg. § 1.409A-1(h)(1) (or any successor provision) if your employment has been terminated and after the date of such termination you are performing (whether as an employee or an independent contractor) no more than 20% of the average level of bona fide services you were performing (whether as an employee or an independent contractor) for the Company in the immediately preceding 36-month period ("Separation from Service").

E. In order to receive any severance benefits pursuant to the Plan, you must comply with the following terms and conditions:

1. You must timely execute, deliver to the Company, and not revoke a general release of claims substantially in a form to be supplied by the Company ("Release Agreement") within 60 days following your Separation from Service; and

2. You must comply fully with the terms and conditions of the Release Agreement.

III. Severance Benefits

A. Severance Benefit Amounts.

1. The amount of severance to which you may be entitled under the Plan is set forth in Appendix A, as amended from time to time.

2. Notwithstanding anything herein to the contrary, in no event will severance benefits paid under the Plan when added together with any other severance benefits payable to a Participant (including without limitation pursuant to any Employment Agreement): (1) exceed two times the lesser of (A) the sum of your annualized compensation based upon your annual rate of pay for services provided to the Company for the calendar year immediately preceding the calendar year in which occurs your Separation from Service with the Company (adjusted for any increase during that year that was expected to continue indefinitely if you had continued in employment with the Company) or (B) the maximum amount that may be taken into account under a qualified plan pursuant to section 401(a)(17) of the Internal Revenue Code of 1986, as amended (the "Code"); or (2) be paid to you later than the last day of the second calendar year following the calendar year in which occurs your Separation from Service with the Company.

3. Notwithstanding anything herein to the contrary, in the event that any payment or benefit received or to be received by a Participant whether pursuant to the terms of the Plan or any other Employment Agreement, plan, arrangement or agreement with the Company or any of its affiliates (all such payments and benefits, "Total Payments") would be subject (in whole or part) to any excise tax imposed under Section 4999 of the Code (the "Excise Tax"), then the payment or benefit to be received by the Participant shall be reduced to the extent necessary so that no portion of the Total Payments is subject to the Excise Tax, but only if the net amount of such Total Payments, as so reduced (and after subtracting the net amount of federal, state and local income taxes on such reduced Total Payments) is greater than or equal to the net amount of such Total Payments without such reduction (but after subtracting the net amount of federal, state and local income taxes on such Total Payments and the amount of Excise Tax to which the Participant would be subject in respect of such unreduced Total Payments). In the case of a reduction in the Total Payments pursuant to this Section, the Total Payments will be reduced in the following order: (i) payments that are payable in cash that are valued at full value under Treasury Regulation Section 1.280G-1, Q&A 24(a) will be reduced (if necessary, to zero), with amounts that are payable last reduced first; (ii) payments and benefits due in respect of any equity valued at full value under Treasury Regulation Section 1.280G-1, Q&A 24(a), with the highest values reduced first (as such values are determined under Treasury Regulation Section 1.280G-1, Q&A 24) will next be reduced; (iii) payments that are payable in cash that are valued at less than full value under Treasury Regulation Section 1.280G-1, Q&A 24, with amounts that are payable last reduced first, will next be reduced; (iv) payments and benefits due in respect of any equity valued at less than full value under Treasury Regulation Section 1.280G-1, Q&A 24, with the highest values reduced first (as such values are determined under Treasury Regulation Section 1.280G-1, Q&A 24) will next be reduced; and (v) all other non-cash benefits not otherwise described in clauses (ii) or (iv) will be next reduced pro-rata.

B. Taxes on your severance pay. Severance payments are considered taxable income. All appropriate federal, state and local taxes will be withheld from all severance pay. Other benefits you may be entitled to such as accrued vacation pay, unemployment compensation and pension benefits will not be offset by your severance pay.

C. When severance pay is paid. Severance payments will commence on the later of: (1) if you are not a party to an Employment Agreement pursuant to which you may be eligible for severance benefits in addition to those provided under this Plan, the first standard payroll date following the sixtieth (60th) day after the date of your Separation from Service; provided that you have executed, submitted and not revoked the Release Agreement, and the statutory period during which you may be able to revoke the Release Agreement has expired, and (2) if you are a party to an Employment Agreement pursuant to which you may be eligible for severance benefits in addition to those provided under this Plan, the first standard payroll date following the

date that your severance benefits payable pursuant to such Employment Agreement have been fully paid; provided that you have executed, submitted and not revoked the Release Agreement, and the statutory period during which you may be able to revoke the Release Agreement has expired. Severance payments will be paid as set forth in Appendix A. Payment of severance does not constitute in any way an extension of employment.

D. Termination of Severance Benefits. If the Plan Administrator determines that a Participant receiving severance under the Plan is acting in a manner detrimental to the best interest of the Company, including, but not limited to, violation of his or her Release Agreement, the Plan Administrator may terminate the Participant's severance benefits, and all rights to receive further severance payments will be forfeited by the Participant.

IV. Administrative Information

A. Plan Name. The full name of the Plan is the Five Below, Inc. Executive Severance Plan.

B. Plan's Sponsor. The Plan is sponsored by Five Below, Inc., 1818 Market Street, Suite 2000, Philadelphia, Pennsylvania 19103.

C. Plan Number and Employer Identification Number. The employer identification number (EIN) assigned by the Internal Revenue Service to the Plan Sponsor is 75-3000378. The Plan number assigned by the Company pursuant to instructions of the United States Department of Labor is 501.

D. Type of Plan and Funding. The Plan is an employee welfare benefit plan. The benefits provided under the Plan are paid from the Company's general assets. No fund has been established for the payment of Plan benefits. No contributions are required under the Plan.

E.Plan Administrator. All correspondence and requests for information should be directed as follows: Five Below, Inc. Executive Severance Plan, Five Below, Inc., 1818 Market Street, Suite 2000, Philadelphia, Pennsylvania 19103; Telephone number: (215) 546-7909; Attn: Human Resources Department.

F. Authority of the Plan Administrator. The Plan Administrator has the full power, authority and responsibility to control and manage all aspects of the operation and administration of the Plan in accordance with its terms and applicable law - including, but not limited to, deciding all claims for benefits under the Plan and the manner in which benefits may be paid. The Plan Administrator may also, from time to time, allocate or delegate its responsibility for the administration of the Plan to others and employ others to carry out or give advice with respect to its responsibilities under the Plan. The Plan Administrator will establish such rules as it determines to be appropriate for the administration and interpretation of the Plan and the transaction of its business. **All actions taken by the Plan Administrator, including determining claims for benefits (and appeals of claims denials) will be legally binding on all employees and all other persons to the maximum extent permitted by law.**

G. Agent for Service of Process. Should it ever be necessary, legal process may be served on the Plan Administrator at: Five Below, Inc., 1818 Market Street, Suite 2000, Philadelphia, Pennsylvania 19103, Attn: Vice President of Legal.

H. Type of Administration. The Plan is administered by Five Below, Inc.

G. Plan Year. August 1 through July 31.

V. Other Important Plan Information

A. Plan Amendment or Termination. The Company reserves the right to amend, modify or terminate the Plan, in whole or in part, at any time for any reason; provided, however, that any such amendment, modification or termination shall not affect the right of any Participant to claim benefits under the provisions of Section III above if the Participant's termination of employment occurred prior to the date of such amendment, modification or termination. No other amendment or modification and no termination of the Plan shall be effective unless the action to be taken is set forth in a written document, which is ratified or approved by the Company's Board of Directors.

B. Employment Rights Not Implied. Participation in the Plan neither gives you the right to be retained in the employ of the Company, nor does it guarantee your right to claim any benefit except as outlined in the Plan.

C. Governing Law. The construction and administration of the Plan will be governed by ERISA.

VI. Claims Appeal Procedure

The following information is intended to comply with the requirements of ERISA and provides the procedures an employee may follow if he or she disagrees with any decision about eligibility for Plan payments.

A. An eligible employee who may be entitled to benefits under the Plan will be so informed on or before the last day worked. Eligible employees who believe they are entitled to benefits under the Plan and do not receive notice, or who have questions about the amounts they receive, must write to the Plan Administrator within thirty (30) days of the date of his or her termination.

B. If the Plan Administrator denies a Participant's claim for benefits under the Plan, the Participant will be sent a letter within ninety (90) days (in special cases, up to an additional ninety (90) days may be needed and the Participant will be notified if this is the case) explaining:

1. the specific reason or reasons for the denial;

2. the specific provisions on which the denial is based;

3. any additional material or information necessary for the Participant to perfect the claim and an explanation of why such material or information is necessary; and

4. an explanation of the Plan's claim review procedure.

C. If payment is denied or the Participant disagrees with the amount of the payment, he or she may file a written request for review within sixty (60) days after receipt of such denial. This request should be filed with the Plan Administrator. The letter which constitutes the filing of an appeal should ask for a review and include the reasons why the Participant believes the claim was improperly denied, as well as any other appropriate data, questions, or comments. In addition, a Participant is entitled to:

1. review documents pertinent to his or her claim at such reasonable time and location as shall be mutually agreeable to the Participant and the Plan Administrator; and

2. submit issues and comments in writing to the Plan Administrator relating to its review of the claim.

D. A final decision will normally be reached within sixty (60) days, unless special circumstances require up to an additional sixty (60) days for processing. The Participant will be notified if such additional time is needed. The Participant will receive a written notice of the decision on the appeal, indicating the specific reasons for the decision as well as specific references to the pertinent Plan provisions on which the decision is based.

VII. Statement of ERISA Rights

The following statement of ERISA rights is required by federal law and rulings:

A. As a person covered under the Plan, you are entitled to certain rights and protections under ERISA. This law provides that all people covered by the Plan are entitled to:

1. Examine, without charge, all plan documents, including copies of all documents filed by the Plan with the U.S. Department of Labor at the Plan Administrator's offices.

2. Obtain copies of all plan documents and other plan information by writing to the Plan Administrator amid asking for them. The Plan Administrator may make a reasonable charge for the copies.

3. Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.

B. In addition to creating rights for persons covered by the Plan, ERISA imposes duties upon the people who are responsible for the operation of the Plan. The people who operate the Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in your interest and in the interest of the other people covered by the Plan. The law provides that no one may fire you or otherwise discriminate against you in any way to prevent you from getting a benefit or exercising your rights under ERISA. The law provides that if your claim for a benefit is denied in whole or in part, you will receive a written notice explaining why your claim was denied. You have the right to have your claim reviewed and reconsidered.

C. Under ERISA, there are steps you can take to enforce your rights. For instance, if you request copies of documents from the Plan Administrator and do not receive them within 30 days, you may file suit in the federal district court in which your principal place of employment with the Company is located, which court shall serve as the exclusive jurisdiction for such claim. In such a case, the court may require the Plan Administrator to provide the documents and pay up to $110 a day until you receive them, unless they were not sent because of reasons beyond the control of the Plan Administrator.

D. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in the federal district court in which your principal place of employment with the Company is located, which court shall serve as the exclusive jurisdiction for such claim. If it should happen that the people who operate the Plan misuse the Plan's money or if you are discriminated against for asserting your rights, you may ask the U.S. Department of Labor for help, or you may file suit in the federal district court in which your principal place of employment with the Company is located, which court shall serve as the exclusive jurisdiction for such claim. The court will decide who should pay court costs and legal fees. If your suit is successful, the court may order the person you have sued to pay costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous. If you have any questions about your rights under ERISA, you should contact the nearest Area Office of the Employee Benefits Security Administration of the Department of Labor.

APPENDIX A

EMPLOYEE TITLE / POSITION **(Determined as of the date that employment terminates)**	**SEVERANCE BENEFITS**
Category I Executives Individuals with a title or position of Chief Financial Officer or Executive Vice President or above other than: (i) the President and Chief Executive Officer[1]; (ii) the Chief Administrative Officer[1]; and (iii) the Executive Chairman[1]	12 months of Base Salary less any amounts for which a Participant may be eligible under an Employment Agreement (as defined in Section II(B) of the Plan), which amount will be paid in the form of a lump sum. If the Category I Executive or his/her eligible spouse or dependent validly elects to receive continuation coverage under the Company's group health plan pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"), reimburse such Executive for the applicable premium otherwise payable for such coverage for the 12 month period following his/her date of employment termination to the extent such premium exceeds the monthly amount charged to active similarly-situated employees of the Company for the same coverage.
Category II Executives Individuals with the title or position of a Senior Vice President or Vice President	6 months of Base Salary less any amounts for which a Participant may be eligible under an Employment Agreement (as defined in Section II(B) of the Plan), which amount will be paid in the form of a lump sum. If the Category II Executive or his/her eligible spouse or dependent validly elects to receive continuation coverage under the Company's group health plan pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"), reimburse such Executive for the applicable premium otherwise payable for such coverage for the 6 month period following his/her date of employment termination to the extent such premium exceeds the monthly amount charged to active similarly-situated employees of the Company for the same coverage.

For purposes of this Appendix A and the Plan, Base Salary means the Participant's base annual salary rate in effect at the time of the Participant's Separation from Service.

1 These individuals are not eligible for benefits under the Plan. Each of these executives has an Employment Agreement that provides for severance benefits.

CERTIFICATION **Exhibit 31.1**

I, Joel D. Anderson, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Five Below, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

(a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

(b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

(c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

(d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

(a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

By: /s/ Joel D. Anderson

Name: Joel D. Anderson

Title: President and Chief Executive Officer

Dated: **June 2, 2017**

CERTIFICATION **Exhibit 31.2**

I, Kenneth R. Bull, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Five Below, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

(a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

(b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

(c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

(d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

(a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

By: /s/ Kenneth R. Bull

Name: Kenneth R. Bull

Title: Chief Financial Officer and Treasurer

Dated: **June 2, 2017**

Exhibit 32.1

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the quarterly report of Five Below, Inc. (the "Company") on Form 10-Q for the fiscal quarter ended April 29, 2017 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Joel D. Anderson, President and Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

(1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Joel D. Anderson

Joel D. Anderson

President and Chief Executive Officer

Date: **June 2, 2017**

Exhibit 32.2

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the quarterly report of Five Below, Inc. (the "Company") on Form 10-Q for the fiscal quarter ended April 29, 2017 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Kenneth R. Bull, Chief Financial Officer and Treasurer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

(1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Kenneth R. Bull

Kenneth R. Bull

Chief Financial Officer and Treasurer

Date: **June 2, 2017**