

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

FORM 8-K

CURRENT REPORT

PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE
ACT OF 1934

DATE OF REPORT (DATE OF EARLIEST EVENT REPORTED): SEPTEMBER 21, 2005

OXFORD INDUSTRIES, INC.

(EXACT NAME OF REGISTRANT AS SPECIFIED IN ITS CHARTER)

GEORGIA	001-04365	58-0831862
(STATE OR OTHER JURISDICTION OF INCORPORATION)	(COMMISSION FILE NUMBER)	(IRS EMPLOYER IDENTIFICATION NO.)

222 PIEDMONT AVENUE, NE, ATLANTA, GA. 30308
(ADDRESS OF PRINCIPAL EXECUTIVE OFFICES) (ZIP CODE)

REGISTRANT'S TELEPHONE NUMBER, INCLUDING AREA CODE (404) 659-2424

NOT APPLICABLE

(FORMER NAME OR FORMER ADDRESS, IF CHANGED SINCE LAST REPORT.)

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

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

ITEM 1.01. ENTRY INTO A MATERIAL DEFINITIVE AGREEMENT.

AMENDMENT TO CREDIT AGREEMENT

On September 21, 2005, Oxford Industries, Inc. entered into an amendment to its Amended and Restated Credit Agreement dated July 28, 2004, by and among it,

certain of its domestic subsidiaries, SunTrust Bank, Inc., as administrative agent, and various financial institution lenders and issuing banks (see Exhibit 10(k) of the Company's Annual Report on Form 10-K for the fiscal year ended May 28, 2004). This amendment eliminates the requirement that the Company maintain availability of at least 15% of the total amount of the facility after giving effect to certain Restricted Payments (as defined therein), including dividends and debt prepayments or certain purchases of all or a substantial part of the assets, property or business of another entity.

ITEM 9.01. FINANCIAL STATEMENTS AND EXHIBITS.

(C) Exhibits

Exhibit 10.1 - Second Amendment, dated as of September 21, 2005, to Amended and Restated Credit Agreement dated July 28, 2004, as amended, by and among Oxford Industries, Inc., certain of its domestic subsidiaries, SunTrust Bank, Inc., as administrative agent, and various financial institution lenders and issuing banks.

SIGNATURE

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

OXFORD INDUSTRIES, INC.

(REGISTRANT)

September 26, 2005

By: /s/THOMAS CALDECOT CHUBB III

Thomas Caldecot Chubb III
Executive Vice President

SECOND AMENDMENT TO AMENDED AND RESTATED
CREDIT AGREEMENT

This SECOND AMENDMENT TO AMENDED AND RESTATED CREDIT AGREEMENT (this "Amendment"), made as of September 21, 2005, among Oxford Industries, Inc., a Georgia corporation, Oxford of South Carolina, Inc., a South Carolina corporation, and Viewpoint International, Inc., a Delaware corporation, as Borrowers, the Domestic Subsidiaries of the Borrowers party to the Credit Agreement (defined below) as Guarantors, the Lenders (as defined in the Credit Agreement) party hereto, and SunTrust Bank, as the Administrative Agent,

W I T N E S S E T H:

WHEREAS, the Borrowers, the Guarantors, the Lenders, the financial institutions party thereto as Issuing Banks and the Administrative Agent are parties to that certain Amended and Restated Credit Agreement, dated as of July 28, 2004, as modified and amended by that certain First Amendment to Amended and Restated Credit Agreement dated as of January 10, 2005 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"); and

WHEREAS, the parties wish to amend the Credit Agreement set forth herein upon the terms and conditions contained herein;

NOW THEREFORE, in consideration of the premises, the terms and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree that all capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Credit Agreement, as amended hereby, and further agree as follows:

1. Amendments to Credit Agreement.

(a) Section 8.4 of the Credit Agreement, Restricted Payments and Purchases, is hereby amended to delete the text "and Availability is at least 15% of the amount of the Revolving Loan Commitments as of such date" at the end of clause (d) (ii) of the proviso set forth therein.

(b) Section 8.7 of the Credit Agreement, Liquidation; Change in Ownership, Name or Year; Disposition or Acquisition of Assets, Etc., is hereby amended to delete the text "and, after giving effect to such acquisition, the Availability is at least 15% of the amount of the Revolving Loan Commitments as of such date" at the end of clause (B) of the proviso set forth in subsection (d) thereof.

2. No Other Amendment or Waiver. The execution, delivery and effectiveness of this Amendment shall not, except as expressly provided above, operate as a waiver of any right, power or remedy of the Administrative Agent, the Lenders or Issuing Banks under the Credit Agreement or any of the other Loan Documents, nor constitute a waiver of any provision of the

Credit Agreement or any of the other Loan Documents. Except for the amendment expressly set forth above, the text of the Credit Agreement and all other Loan Documents shall remain unchanged and in full force and effect and each Borrower hereby ratifies and confirms its obligations thereunder. This Amendment shall not constitute a modification of the Credit Agreement or a course of dealing with the Administrative Agent, the Lenders or the Issuing Banks at variance with the Credit Agreement such as to require further notice by the Administrative

Agent, the Lenders or the Issuing Banks to require strict compliance with the terms of the Credit Agreement and the other Loan Documents in the future. Nothing in this Amendment is intended, or shall be construed, to constitute a novation or an accord and satisfaction of any of the Obligations or to modify, affect or impair the perfection or continuity of the Administrative Agent's or the Lenders' security interests in, security titles to, or other Liens on, any Collateral for the Obligations.

3. Conditions of Effectiveness. This Amendment shall become effective as of the date hereof when, and only when, the Administrative Agent, on behalf of the Issuing Banks and the Lenders, shall have received, in form and substance satisfactory to it:

(a) counterparts to this Amendment duly executed by the Borrowers and the Majority Lenders; and

(b) such other information, documents, instruments or approvals as the Administrative Agent may require.

4. Representations and Warranties of Borrower Parties. Each Borrower Party represents and warrants as follows:

(a) Such Borrower Party is a corporation or limited liability company duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation or organization;

(b) The execution, delivery and performance by such Borrower Party of this Amendment and the Loan Documents, as amended hereby, are within such Borrower Party's legal powers, have been duly authorized by all necessary company action and do not contravene (i) such Borrower Party's organizational documents, or (ii) law or contractual restrictions binding on or affecting such Borrower Party;

(c) No authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body, is required for the due execution, delivery and performance by such Borrower Party of this Amendment or any of the Loan Documents, as amended hereby, to which such Borrower Party is or will be a party;

(d) This Amendment and each of the other Loan Documents, as amended hereby, to which such Borrower Party is a party constitute legal, valid and binding obligations of such Borrower Party, enforceable against such Borrower Party in accordance with their respective terms; and

(e) No Default or Event of Default exists.

5. Reference to and Effect on the Loan Documents. Upon the effectiveness of this Amendment, on and after the date hereof each reference in the Credit Agreement to "this Agreement," "hereunder," "hereof" or words of like import referring to the Credit Agreement, and each reference in the other Loan Documents to the "Credit Agreement," "thereunder," "thereof" or words of like import referring to the Credit Agreement, shall mean and be a reference to the Credit Agreement as amended hereby.

6. Costs, Expenses and Taxes. Borrowers agree to pay on demand all out-of-pocket expenses of the Administrative Agent in connection with the preparation, negotiation, execution and delivery of this Amendment, including, but not limited to, the reasonable fees and disbursements of counsel for the Administrative Agent.

7. Governing Law. This Amendment shall be construed in accordance with and governed by the laws of the State of New York, without regard to the conflict of laws principles thereof, except to the extent otherwise provided in the Loan Documents.

8. Loan Document. This Amendment shall be deemed to be a Loan Document for all purposes.

9. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Amendment in any judicial proceeding, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed under seal by their duly authorized officers in Atlanta, Georgia, all as of the day and year first above written.

BORROWERS:

OXFORD INDUSTRIES, INC., as a Borrower,

By: /s/ J. Reese Lanier, Jr.

Name: J. Reese Lanier, Jr.

Title: Vice President

Attest: /s/ Mary Margaret Heaton

Name: Mary Margaret Heaton

Title: Assistant Secretary

OXFORD OF SOUTH CAROLINA, INC., as a
Borrower

By: /s/ J. Reese Lanier, Jr.

Name: J. Reese Lanier, Jr.

Title: Vice President

Attest: /s/ Mary Margaret Heaton

Name: Mary Margaret Heaton

Title: Assistant Secretary

TOMMY BAHAMA GROUP, INC. (FORMERLY KNOWN AS VIEWPOINT
INTERNATIONAL, INC.), as a Borrower

By: /s/ J. Reese Lanier, Jr.

Name: J. Reese Lanier, Jr.

Title: Vice President

Attest: /s/ Mary Margaret Heaton

Name: Mary Margaret Heaton

Title: Assistant Secretary

GUARANTORS:

LIONSHEAD CLOTHING COMPANY, a Delaware corporation

By: /s/ J. Reese Lanier, Jr.

Name: J. Reese Lanier, Jr.

Title: Vice President

Attest: /s/ Marianna Carden

Name: Marianna Carden

Title: Assistant Secretary

MERONA INDUSTRIES, INC., a Delaware corporation

By: /s/ J. Reese Lanier, Jr.

Name: J. Reese Lanier, Jr.

Title: Vice President

Attest: /s/ Marianna Carden

Name: Marianna Carden

Title: Assistant Secretary

OXFORD CARRIBBEAN, INC., a Delaware corporation

By: J. Reese Lanier, Jr.

Name: J. Reese Lanier, Jr.
Title: Vice President

Attest: Marianna Carden

Name: Marianna Carden
Title: Assistant Secretary

BEN SHERMAN CLOTHING, INC., a Georgia corporation

By: J. Reese Lanier, Jr.

Name: J. Reese Lanier, Jr.
Title: Vice President

Attest: Mary Margaret Heaton

Name: Mary Margaret Heaton
Title: Assistant Secretary

OXFORD GARMET, INC., a Delaware corporation

By: J. Reese Lanier, Jr.

Name: J. Reese Lanier, Jr.
Title: Vice President

Attest: Marianna Carden

Name: Marianna Carden
Title: Assistant Secretary

OXFORD INTERNATIONAL, INC., a Georgia corporation

By: J. Reese Lanier, Jr.

Name: J. Reese Lanier, Jr.
Title: Vice President

Attest: Mary Margaret Heaton

Name: Mary Margaret Heaton
Title: Assistant Secretary

TOMMY BAHAMA R&R HOLDINGS, INC., a Delaware corporation

By: J. Reese Lanier, Jr.

Name: J. Reese Lanier, Jr.
Title: Vice President

Attest: Mary Margaret Heaton

Name: Mary Margaret Heaton
Title: Assistant Secretary

TOMMY BAHAMA BEVERAGES, LLC, a Delaware limited liability company

By: TOMMY BAHAMA R & R HOLDINGS, INC., a Delaware corporation, as its sole member

By: /s/ J. Reese Lanier, Jr.

Name: J. Reese Lanier, Jr.

Title: Vice President

Attest: /s/ Mary Margaret Heaton

Name: Mary Margaret Heaton

Title: Assistant Secretary

TOMMY BAHAMA TEXAS BEVERAGES, LLC, a Texas limited liability company

By: TOMMY BAHAMA BEVERAGES, LLC, a Delaware limited liability company, as its sole member

By: TOMMY BAHAMA R & R HOLDINGS, INC., a Delaware corporation, as its sole member

By: /s/ J. Reese Lanier, Jr.

Name: J. Reese Lanier, Jr.

Title: Vice President

Attest: /s/ Mary Margaret Heaton

Name: Mary Margaret Heaton

Title: Assistant Secretary

PIEDMONT APPAREL CORPORATION, a Delaware corporation

By: /s/ J. Reese Lanier, Jr.

Name: J. Reese Lanier, Jr.

Title: Vice President

Attest: /s/ Marianna Carden

Name: Marianna Carden

Title: Assistant Secretary

LENDER GROUP:

SUNTRUST BANK, as the Administrative Agent, an Issuing Bank and a Lender

By: /s/ Kelly Gunter

Name: Kelly Gunter

Title: Vice President

BANK OF AMERICA, N.A., as a Lender and an Issuing Bank

By: /s/ Douglas J. Bolf

Name: Douglas J. Bolf

Title: Vice President

GENERAL ELECTRIC CAPITAL CORPORATION, as a Lender

By: /s/ William Doolittle

Name: William Doolittle

Title: Duly Authorized Signatory

HSBC BUSINESS CREDIT (USA) INC., as a Lender

By: /s/ Dan Bueno

Name: Dan Bueno

Title: Vice President

JPMORGAN CHASE BANK, as a Lender

By: /s/ James A. Knight

Name: James A. Knight

Title: Vice President

SHANGHAI COMMERCIAL BANK LTD., as a Lender
and an Issuing Bank

By: -----
Name: -----

Title: -----

By: -----
Name: -----

Title: -----

THE CIT GROUP/COMMERCIAL SERVICES, INC.,
as a Lender

By: /s/ William Johanneson

Name: William Johanneson

Title: Vice President

WACHOVIA BANK, NATIONAL ASSOCIATION, as
a Lender and an Issuing Bank

By: /s/ Shelley Rogers

Name: Shelley Rogers

Title: Vice President

HSBC BANK USA, NATIONAL ASSOCIATION
(formerly HSBC Bank USA), as an Issuing Bank

By: /s/ Bruce Wicks

Name: Bruce Wicks

Title: First Vice President

PNC BANK, NATIONAL ASSOCIATION, as a Lender

By: /s/ Dorothy G.W. Brailer

Name: Dorothy G.W. Brailer

Title: Vice President

ISRAEL DISCOUNT BANK OF NEW YORK, as a
Lender

By: /s/ Andy Ballta

Name: Andy Ballta

Title: Vice President

By: /s/ Ron Bongiovanni

Name: Ron Bongiovanni

Title: Senior Vice President I
