UNITED STATES SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

Form 10-K

☑ **ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**
For the fiscal year ended June 1, 2007

OR

o **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: 1-4365

OXFORD INDUSTRIES, INC.

(Exact name of registrant as specified in its charter)

Georgia	**58-0831862**
(State or other jurisdiction of incorporation or organization)	*(I.R.S. Employer Identification No.)*

222 Piedmont Avenue, N.E., Atlanta, Georgia 30308
(Address of principal executive offices) (Zip Code)
Registrant's telephone number, including area code:
(404) 659-2424

Securities registered pursuant to Section 12(b) of the Act:

Title of Each Class	Name of Each Exchange on Which Registered
Common Stock, $1 par value	New York Stock Exchange

Securities registered pursuant to Section 12(g) of the Act:
NONE

Indicate by check mark if the registrant is a well-known seasoned issuer as defined in Rule 405 of the Securities Act. Yes ☑ No o

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes o No ☑

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 o

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K. o

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filed or a non-accelerated filer. See definition of "accelerated filer and large accelerated filer" in Rule 12b-2 of the Exchange Act.

Large accelerated filer ☑ Accelerated filer o Non-accelerated filer o

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

As of December 1, 2006, the aggregate market value of the voting stock held by non-affiliates of the registrant (based upon the closing price for the common stock on the New York Stock Exchange on that date) was approximately $782,910,464. For purposes of this calculation only, shares of voting stock directly and indirectly attributable to executive officers, directors and holders of 10% or more of the registrant's voting stock (based on Schedule 13G filings made as of or prior to December 1, 2006) are excluded. This determination of affiliate status and the calculation of the shares held by any such person are not necessarily conclusive determinations for other purposes. There are no non-voting shares of the registrant.

Indicate the number of shares outstanding of each of the registrant's classes of common stock, as of the latest practicable date.

Title of Each Class	Name of Each Exchange on Which Registered	Number of Shares Outstanding as of July 27, 2007
Common Stock, $1 par value	New York Stock Exchange	17,869,350

Documents Incorporated by Reference

Portions of our definitive proxy statement to be filed with the Securities and Exchange Commission pursuant to Regulation 14A relating to the Annual Meeting of Shareholders of Oxford Industries, Inc. to be held on October 9, 2007, are incorporated by reference in Part III of this Form 10-K. We intend to file such proxy statement with the Securities and Exchange Commission not later than 120 days after our fiscal year ended June 1, 2007.

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CAUTIONARY STATEMENTS REGARDING FORWARD-LOOKING STATEMENTS

Our Securities and Exchange Commission filings and public announcements often include forward-looking statements about future events. Generally, the words "believe," "expect," "intend," "estimate," "anticipate," "project," "will" and similar expressions identify forward-looking statements, which generally are not historical in nature. We intend for all such forward-looking statements contained herein, the entire contents of our website, and all subsequent written and oral forward-looking statements attributable to us or persons acting on our behalf, to be covered by the safe harbor provisions for forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995 and the provisions of Section 27A of the Securities Act of 1933 (which Sections were adopted as part of the Private Securities Litigation Reform Act of 1995). Important assumptions relating to these forward-looking statements include, among others, assumptions regarding demand for our products, expected pricing levels, raw material costs, the timing and cost of planned capital expenditures, expected outcomes of pending litigation and regulatory actions, competitive conditions, general economic conditions and expected synergies in connection with acquisitions and joint ventures. Forward-looking statements reflect our current expectations, based on currently available information, and are not guarantees of performance. Although we believe that the expectations reflected in such forward-looking statements are reasonable, these expectations could prove inaccurate as such statements involve risks and uncertainties, many of which are beyond our ability to control or predict. Should one or more of these risks or uncertainties materialize, or should underlying assumptions prove incorrect, actual results may vary materially from those anticipated, estimated or projected. Important factors relating to these risks and uncertainties include, but are not limited to, those described in Part I, Item 1A. Risk Factors and elsewhere in this report and those described from time to time in our future reports filed with the Securities and Exchange Commission.

We caution that one should not place undue reliance on forward-looking statements, which speak only as of the date this report is filed with the Securities and Exchange Commission. We disclaim any intention, obligation or duty to update or revise any forward-looking statements, whether as a result of new information, future events or otherwise, except as required by law.

DEFINITIONS

As used in this report, unless the context requires otherwise, "our," "us" and "we" mean Oxford Industries, Inc. and its consolidated subsidiaries. Also, the terms "FASB," "SFAS" and "SEC" mean the Financial Accounting Standards Board, Statement of Financial Accounting Standards and the U.S. Securities and Exchange Commission, respectively. Additionally, the terms listed below reflect the respective period noted:

Fiscal 2008	52 weeks ending May 30, 2008
Fiscal 2007	52 weeks ended June 1, 2007
Fiscal 2006	52 weeks ended June 2, 2006
Fiscal 2005	53 weeks ended June 3, 2005
Fiscal 2004	52 weeks ended May 28, 2004
Fiscal 2003	52 weeks ended May 30, 2003
Fourth quarter fiscal 2007	13 weeks ended June 1, 2007
Third quarter fiscal 2007	13 weeks ended March 2, 2007
Second quarter fiscal 2007	13 weeks ended December 1, 2006
First quarter fiscal 2007	13 weeks ended September 1, 2006
Fourth quarter fiscal 2006	13 weeks ended June 2, 2006
Third quarter fiscal 2006	13 weeks ended March 3, 2006
Second quarter fiscal 2006	13 weeks ended December 2, 2005
First quarter ended fiscal 2006	13 weeks ended September 2, 2005

PART I

Item 1. ***Business***

BUSINESS AND PRODUCTS

Overview

We are an international apparel design, sourcing and marketing company that features a diverse portfolio of owned and licensed lifestyle brands, company-owned retail operations, and a collection of private label apparel businesses. Originally founded in 1942 as a Georgia corporation, we have undergone a transformation in recent years as we migrated from our historical domestic manufacturing roots towards a focus on designing, sourcing and marketing apparel products bearing prominent trademarks owned by us. During fiscal 2007, approximately 59% of our net sales were from brands owned by us compared to approximately 2% of our net sales being from owned brands in fiscal 2002.

A key component of our business strategy is to develop and market compelling lifestyle brands and products that are “fashion right” and evoke a strong emotional response from our target consumers. As part of this strategy, we strive to exploit the potential of our existing brands and products domestically and internationally and, as suitable opportunities arise, to acquire additional lifestyle brands that we believe fit within our business model. We consider “lifestyle” brands to be those brands that have a clearly defined and targeted point of view inspired by an appealing lifestyle or attitude, such as the Tommy Bahama® and Ben Sherman® brands. We believe that by generating an emotional connection with our target consumer, lifestyle brands can command higher price points at retail, resulting in higher profits. We also believe a successful lifestyle brand can provide opportunities for branded retail operations as well as licensing ventures in product categories beyond our core apparel business.

Our strategy of emphasizing branded apparel products rather than private label products is driven in part by the continued consolidation in the retail industry and the increasing concentration of apparel manufacturing in a relatively limited number of offshore markets, two trends we believe are making the private label business generally more competitively challenging. As we embarked on our brand-focused business strategy, the first major step was our acquisition of the Tommy Bahama brand and operations in June 2003. Then, in July 2004, we acquired the Ben Sherman brand and operations. In June 2006, another significant step in this transition occurred with the divestiture of our former Womenswear Group operations which produced private label women’s sportswear, primarily for mass merchants.

We distribute our products through several wholesale distribution channels including national chains, department stores, mass merchants, specialty stores, specialty catalog retailers and Internet retailers. Other than our Ben Sherman operations in the United Kingdom, substantially all of our net sales are to customers located in the United States. Our largest customer, Macy’s Inc. (formerly known Federated Department Stores, Inc.) represented 10% of our consolidated net sales in fiscal 2007. We also operate retail stores, restaurants and Internet websites for some of our brands.

In connection with the close of fiscal 2007, we reassessed and changed our operating groups for reporting purposes. All prior period amounts included in this report have been restated to reflect the revised operating groups. Our four operating groups for reporting purposes consist of:

- Tommy Bahama;
- Ben Sherman;
- Lanier Clothes; and
- Oxford Apparel

Generally, each operating group is differentiated by its own distinctive brands or products, product styling, pricing strategies, distribution channels and target consumers. Each operating group is managed to maximize the return on capital invested and to develop its brands and operations within the operating group in coordination with our overall strategic plans.

We believe maintaining and growing our owned and licensed brands are critical to our success. Our owned brands include the following:

Tommy Bahama®

Indigo Palms®

Island Soft®

Arnold Brant®

Billy London®

Ben Sherman®

Nickelson®

Oxford Golf®

Solitude®

Wedge®

Ely®

Cattleman®

Cumberland Outfitters®

Kona Wind™

Tranquility Bay™

We hold licenses to produce and sell certain categories of apparel and footwear products under the following brands:

Nautica®	Dockers®	Geoffrey Beene®
Kenneth Cole®	Oscar de la Renta®	Evisu®
Tommy Hilfiger®	O Oscar™	United States Polo Association®

Lanier Clothes and Oxford Apparel also sell private label products, which comprised approximately 27% of our consolidated net sales in fiscal 2007. We consider “private label” sales to be sales of products exclusively to one customer under a brand name that is owned or licensed by our retail customer and not owned by us.

We operate in highly competitive domestic and international markets in which numerous U.S-based and foreign apparel firms compete. Our operations are subject to certain risks, many of which are beyond our ability to control or predict. Important factors relating to these risks include, but are not limited to, those described in Part I, Item 1A. Risk Factors.

Operating Groups

Our business is operated through four operating groups: Tommy Bahama, Ben Sherman, Lanier Clothes and Oxford Apparel. We identify our operating groups based on the way our management organizes the components of our business for purposes of allocating resources and assessing performance. In connection with the close of fiscal 2007 and due in part to changes in our management reporting structure, we reassessed and changed our operating groups for reporting purposes. Leaders of the operating groups report directly to our Chief Executive Officer. The information below presents certain recent financial information about our operating groups (in thousands). All amounts presented below for previous periods have been restated to reflect the revised operating groups.

	Fiscal 2007	Fiscal 2006	Fiscal 2005
Net Sales			
Tommy Bahama	$ 465,121	$ 409,141	$ 399,658
Ben Sherman	156,773	166,606	154,105
Lanier Clothes	165,159	180,411	173,168
Oxford Apparel	339,309	352,932	329,333
Corporate and Other	2,545	26	523
Total	$ 1,128,907	$ 1,109,116	$ 1,056,787
Operating Income			
Tommy Bahama	$ 81,533	$ 71,522	$ 54,128
Ben Sherman	8,372	10,329	22,305
Lanier Clothes	4,238	17,422	21,376
Oxford Apparel	22,749	14,556	14,556
Corporate and Other	(16,045)	(15,713)	(20,091)
Total	$ 100,847	$ 98,116	$ 92,274

	June 1, 2007	June 2, 2006
Assets		
Tommy Bahama	$ 469,414	$ 423,376
Ben Sherman	223,779	212,230
Lanier Clothes	95,184	74,375
Oxford Apparel	96,627	112,325
Corporate and Other	23,734	4,074
Womenswear (discontinued)	—	59,215
Total	$ 908,738	$ 885,595

Corporate and Other is a reconciling category for reporting purposes and includes our corporate offices, substantially all financing activities, LIFO inventory accounting adjustments and other costs that are not allocated to our operating groups.

As discussed in Note 1 of our consolidated financial statements included in this report, we sold the operations of the Womenswear Group in June 2006. The Womenswear Group produced private label women's sportswear separates, coordinated sportswear, outerwear, dresses and swimwear primarily for mass merchants. For more details on each of our operating groups, see Note 10 of our consolidated financial statements and Part II, Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations, both included in this report. For financial information about geographic areas, see Note 10 of our consolidated financial statements, included in this report.

Tommy Bahama

Tommy Bahama designs, sources and markets men's and women's sportswear and related products that are intended to define casually elegant living consistent with Tommy Bahama's aspirational lifestyle brands. Tommy Bahama's products can be found in our own retail stores as well as certain department stores and independent specialty stores throughout the United States. The target consumers of Tommy Bahama are affluent 35 and older men and women who embrace a relaxed and casual approach to daily living. Most of the apparel products offered by Tommy Bahama are intended to be suitable for both casual and professional environments.

Trademarks

Tommy Bahama's brands include the following:

- Tommy Bahama, an aspirational lifestyle brand that is intended to define elegant island living with men's and women's sportswear, swimwear and accessories.
- Indigo Palms, which features a collection of denim-related sportswear designed to reflect an island attitude targeted to appeal to a sophisticated, quality conscious consumer. The marketing strategy for Indigo Palms includes offering fine fabrics, treatments and styling in apparel products intended to be luxurious yet casual.
- Island Soft, which takes a sophisticated, fashion-minded approach to sportswear. We believe Island Soft offers a more dressed up alternative to the original Tommy Bahama collection, featuring a group of innovative jacket/blazer hybrids, as well as trousers, shirts, sweaters and outerwear.
- Tommy Bahama Relax™, which was introduced in fiscal 2006 as a more casual complement to the Tommy Bahama brand and features cotton and linen based backyard and poolside attire.
- Tommy Bahama Golf 18™, which was launched in fiscal 2006 and brings a tropical take to men's and women's golfwear featuring high-tech fabrics and performance features.

A key component of our Tommy Bahama marketing strategy is to operate our own retail stores, which we believe permits us to develop and build brand awareness by presenting our products and brands in a setting specifically designed to evoke the lifestyle on which they are based, as further discussed below. The marketing of our Tommy Bahama brands also uses print, moving media, promotional programs, and tradeshow initiatives. We also provide point-of-sale materials and signage to our wholesale customers to enhance the presentation of our Tommy Bahama products at their retail locations. We employ a cooperative advertising program with certain of our Tommy Bahama wholesale customers.

Design, Sourcing and Distribution

We believe the quality and design of Tommy Bahama products are critical to the continued success of the Tommy Bahama brands. Tommy Bahama products are designed by brand specific teams who focus on the target consumer. The design process considers feedback from buyers, consumers, and sales agents along with market trend research. Our Tommy Bahama apparel products generally incorporate fine fabrics made of silk, linen, tencel or cotton, or blends including one or more of these fiber types.

We utilize a third party buying agent located in Hong Kong to manage the production and sourcing of the substantial majority of our Tommy Bahama products. Through this buying agent we utilize approximately 60 suppliers, substantially all of which are located in China, to manufacture our Tommy Bahama products on an order-by-order basis. The largest ten suppliers of Tommy Bahama products provided 72% of the products acquired during fiscal 2007. Substantially all Tommy Bahama products purchased by us were "package purchases." Package purchases are purchases of finished products including all raw materials and cut, sew and finish labor. We do not take ownership of package purchases until the goods are shipped. The use of third party producers enables us to reduce working capital related to work-in-process inventories.

We ship Tommy Bahama products to our wholesale customers and our own retail stores from our distribution center located in Auburn, Washington. We seek to maintain sufficient levels of Tommy Bahama inventory at the distribution center to support programs for pre-booked orders and planned sales volume.

Wholesale Operations

We believe that the integrity and continued success of the Tommy Bahama brands are dependent in part upon careful selection of the retailers through whom Tommy Bahama products are sold. Part of our strategy is to control the distribution of our Tommy Bahama products in a manner intended to protect and grow the value of the brands. During fiscal 2007, approximately 50% of Tommy Bahama's sales were to wholesale customers. Approximately 15% of Tommy Bahama's net sales were to Tommy Bahama's largest customer, Nordstrom, Inc.

We maintain Tommy Bahama apparel sales offices and showrooms in several locations, including New York and Seattle. Our Tommy Bahama wholesale operations employ a sales force consisting of independent commissioned sales representatives.

Licensing Operations

We believe licensing is an attractive business opportunity for the Tommy Bahama brands. Once a brand is established, licensing requires modest additional capital investment but can yield high margin income. It also affords the opportunity to enhance overall brand awareness and exposure. In evaluating a licensee for Tommy Bahama, we typically consider the candidate's experience, financial stability, sourcing expertise and marketing ability. We also evaluate the marketability and compatibility of the proposed licensed products with other Tommy Bahama products.

Our agreements with Tommy Bahama licensees are for specific geographic areas and expire at various dates in the future, with certain renewal options in many cases. Generally, the agreements require minimum royalty payments as well as royalty and advertising payments based on specified percentages of the licensee's net sales of the licensed products. Our license agreements generally provide us the right to approve all products, advertising and proposed channels of distribution.

Third party license arrangements for our Tommy Bahama products include the following product categories:

Bedding and bath accessories

Men's and women's watches

Men's and women's eyewear

Men's and women's fragrance

Men's and women's neckwear

Men's and women's shoes, belts and socks

Table top accessories

Rum

Wallcoverings

Rugs

Ceiling fans

Indoor furniture

Outdoor furniture

Umbrellas

Luggage

Retail Operations

Our retail strategy for Tommy Bahama involves locating stores in upscale malls, lifestyle centers and resort destinations. Generally, we seek malls and shopping areas with high profile or luxury consumer brands. Our retail stores carry a wide range of merchandise, including apparel, footwear, home products and accessories, all presented in an island inspired atmosphere designed to be comfortable, yet distinct from the typical retail layout.

Our Tommy Bahama full price retail stores allow us the opportunity to present the brands' full line of current season products, including licensed products. We believe these retail stores provide high visibility of the Tommy Bahama brands and products and also enable us to stay close to the needs and preferences of our consumers. We believe our presentation of products and our strategy to limit promotional sales in our Tommy Bahama retail stores are good for our brand and, in turn, enhance business with our wholesale customers. Our Tommy Bahama outlet stores serve an important role in overall inventory management by allowing us to sell discontinued and out-of-season products at better prices than are otherwise available from outside parties, while helping us to protect the integrity of the Tommy Bahama brands through controlled distribution.

Certain of our retail stores are integrated with a Tommy Bahama restaurant, a configuration we refer to as a "compound."

The table below provides additional information regarding Tommy Bahama retail stores as of June 1, 2007.

	Number of Stores	Average Square Feet
Compounds	9	10,200(1)
Full Price Stores	52	3,600
Outlet Stores	7	6,400
Licensed Stores(2)	6	2,800
Total	74	

(1) Includes average retail space and restaurant space of 3,900 and 6,300 square feet, respectively.

(2) Includes stores operated outside the United States under the name Tommy Bahama by third parties pursuant to license agreements with us.

During fiscal 2007, approximately 50% of Tommy Bahama's net sales were from our retail store operations, which includes retail store and restaurant sales. For our Tommy Bahama stores open during the entire year of fiscal 2007, excluding outlet stores, restaurant sales and licensed stores, sales per square foot were approximately $770.

During fiscal 2008, we anticipate opening an additional five to ten Tommy Bahama retail stores, after opening nine stores in fiscal 2007. The operation of retail stores and compounds requires a greater amount of capital investment than wholesale operations. Based on our build-out costs for Tommy Bahama retail stores and compounds recently completed, we estimate we spend approximately $1.1 million and $5.9 million in connection with the build-out of each retail store and compound, respectively. Often, the landlord provides certain incentives to fund a portion of these capital expenditures.

To further expand the direct-to-consumer approach of our Tommy Bahama retail stores, we plan to launch ecommerce functionality on the tommybahama.com website during the second quarter of fiscal 2008 to allow consumers the ability to buy Tommy Bahama products directly from us via the Internet.

Ben Sherman

Ben Sherman is a London-based designer, marketer and distributor of branded sportswear and footwear. Ben Sherman was established in 1963 as an edgy, young men's, "Mod"-inspired shirt brand and has evolved into a global lifestyle brand of apparel and footwear targeted at youthful-thinking men and women ages 19 to 35. Today, we offer a full Ben Sherman sportswear collection as well as tailored clothing, footwear and accessories. During fiscal 2007, approximately 78% of Ben Sherman's net sales were in the United Kingdom and Europe. We also license the Ben Sherman name to third parties for various product categories. Our Ben Sherman products can be found in certain department stores and a variety of independent specialty stores, as well as in our own Ben Sherman retail stores.

We believe that the integrity and success of the Ben Sherman brand is dependent in part upon careful selection of the retailers through whom our Ben Sherman products are sold. We are engaged in an ongoing effort to refocus the brand and restrict distribution to attain higher price points for our Ben Sherman products. In conjunction with this repositioning, we are combining our Ben Sherman lines into one global collection under our Ben Sherman "black and orange" label in order to present a more unified brand image throughout the world. Our black and orange label apparel products are generally characterized as having better fabrics and being less conservative and more fashion forward than our other Ben Sherman labels. We believe that our emphasis on a more controlled distribution at higher price points will enhance future opportunities for the Ben Sherman brand.

We market the Ben Sherman brand through print, moving media, promotional programs and tradeshow initiatives. We also provide point-of-sale materials and signage to wholesale customers to enhance the presentation of our Ben Sherman products at third party retail locations. We also employ a cooperative advertising program with certain Ben Sherman wholesale customers.

Design, Sourcing and Distribution

We believe product quality and design are critical to the continued success of the Ben Sherman brand. Ben Sherman apparel and footwear are developed by our dedicated design team located at the Ben Sherman headquarters in London, England. Our Ben Sherman design team focuses on the target consumer and the design process combines feedback from buyers, consumers, and our sales force along with market trend research. We design our Ben Sherman apparel products to incorporate one or more of several fiber types, including cotton, wool or other natural fibers, synthetics or blends of two or more of these materials.

We primarily utilize a large third party buying agent located in Hong Kong to manage the production and sourcing of Ben Sherman apparel products primarily in Asia and use another third party buying agent for our production in Europe and other locations. Through these two buying agents, we utilized approximately 90 suppliers located throughout the world, but with a concentration in Asia, to manufacture our Ben Sherman products on an order-by-order basis. The largest ten suppliers provided approximately 60% of the Ben Sherman products acquired during fiscal 2007. Substantially all our Ben Sherman products were package purchases, which include both raw materials and cut, sew and finish labor. We do not take ownership of package purchases until the goods are shipped. The use of third party producers enables us to reduce working capital related to work-in-process inventories.

We use a third party distribution center in the United Kingdom for our Ben Sherman products. In the United States, distribution services are performed by Oxford Apparel at our distribution center in Lyons, Georgia. Distribution center activities include receiving finished goods from suppliers, inspecting the products and shipping the products to wholesale customers and our Ben Sherman retail stores. We seek to maintain sufficient levels of inventory to support our programs for pre-booked orders and anticipated sales volume and to meet increased customer demand for at-once ordering.

Wholesale Operations

Part of our strategy is to maintain controlled distribution to protect and grow the value of the Ben Sherman brand. During fiscal 2007, approximately 89% of Ben Sherman’s net sales were to wholesale customers. During fiscal 2007 approximately 11% of the net sales of Ben Sherman were to Ben Sherman’s largest customer, Debenhams.

We maintain Ben Sherman apparel sales offices and showrooms in several locations, including London, New York and Dusseldorf. Our wholesale operations for Ben Sherman employ a sales force consisting of salaried sales employees and independent commissioned sales representatives.

We also have a license agreement which allows us to manufacture, source and distribute Evisu-brand footwear, which operations supplement our Ben Sherman brand footwear operations. During fiscal 2007, we acquired the company that owns the Nickelson trademark in the United Kingdom. The Nickelson brand gives us a lower priced alternative to our Ben Sherman brand in the United Kingdom. Approximately 9% of the net sales of Ben Sherman were sales of Evisu and Nickelson products during fiscal 2007.

Licensing Operations

We license the Ben Sherman trademark to a variety of licensees in product categories beyond Ben Sherman’s core product categories. We believe licensing is an attractive business opportunity for the Ben

Sherman brand. Once a brand is established, licensing requires modest additional capital investment but can yield high margin income. It also affords the opportunity to enhance overall brand awareness and exposure. In evaluating a potential Ben Sherman licensee, we typically consider the candidate's experience, financial stability, manufacturing performance and marketing ability. We also evaluate the marketability and compatibility of the proposed products with other Ben Sherman-brand products.

Our agreements with Ben Sherman licensees are for specific geographic areas and expire at various dates in the future. Generally, the agreements require minimum royalty payments as well as royalty and advertising payments based on specified percentages of the licensee's net sales of the licensed products. Our license agreements generally provide us the right to approve all products, advertising and proposed channels of distribution.

Third party license arrangements for Ben Sherman products include the following product categories:

Men's backpacks, travel bags and wallets

Men's and boys' watches and jewelry

Men's and women's eyewear

Men's fragrances and toiletries

Men's neckwear and pocket squares

Men's and boys belts

Men's suits and dress shirts

Men's, women's and boys' leather outerwear

Men's and boys' underwear, socks and sleepwear

Men's gift products

Men's and women's accessories and small leather goods

Men's hats, caps, scarves and gloves

In addition to the license agreements for the specific product categories listed above, we have also entered into certain international license/distribution agreements which allow our partners the opportunity to distribute Ben Sherman products in certain geographic areas around the world, including Europe, Asia and the Middle East. The majority of the products distributed by these partners is acquired from us or other product licensees and are typically identical to the products sold in the United Kingdom and United States. We are in the early stages of these arrangements for most geographic locations, but we believe there is potential for further penetration into these markets for the Ben Sherman brand. In most markets our license/distribution partners are required to open retail stores in their respective geographic regions. As of June 1, 2007, our license/distribution partners operated seven retail stores located in Australia, Asia, Europe and the Middle East, identified as licensed stores in the table below.

Retail Operations

Our retail strategy for the Ben Sherman brand is to locate stores in higher-end malls and brand-appropriate street locations. Each retail store carries a wide range of merchandise, including apparel, footwear and accessories, all presented in a manner intended to enhance the Ben Sherman image. Our full price Ben Sherman retail stores allow the opportunity to present Ben Sherman's full line of current season products, including licensees' products. We believe our Ben Sherman retail stores provide high visibility of the brand and products and also enable us to stay close to the needs and preferences of consumers. We believe the presentation of these products in our Ben Sherman retail stores helps build brand awareness and acceptance and thus enhances business with our wholesale customers. Our outlet stores in the United Kingdom serve an important role in the overall inventory management by allowing us to sell discontinued and out-of-season products at better prices than are generally otherwise available from outside parties, while helping us protect the Ben Sherman brand by controlling the distribution of such products.

The table below provides additional information regarding Ben Sherman retail stores as of June 1, 2007.

	Number of Stores	Average Square Feet
United States Full Price Stores	3	4,400
United Kingdom Full Price Stores	4	2,600
United Kingdom Outlet Stores	6	1,600
Licensed Stores	7	2,300
Total	20	

During fiscal 2007, approximately 11% of Ben Sherman's net sales were from retail store operations. Retail sales per square foot were approximately $650 for our full price Ben Sherman stores open during the entire year of fiscal 2007.

During fiscal 2008, we anticipate opening an additional five full price stores, after opening three full price stores in fiscal 2007. The operation of our retail stores requires a relatively greater amount of capital investment than wholesale operations. Generally we anticipate spending approximately $0.7 million of capital expenditures to build-out each Ben Sherman retail store. Often, the landlord provides certain incentives to fund a portion of these capital expenditures. We expect our licensing/distribution partners to open approximately ten retail stores, which we do not fund, in fiscal 2008.

Our Ben Sherman products are also sold via the Internet in the United Kingdom at bensherman.co.uk, in the United States at benshermanusa.com and in Germany at bensherman-shop.de.

Lanier Clothes

Lanier Clothes designs and markets branded and private label men's suits, sportcoats, suit separates and dress slacks across a wide range of price points. Our Lanier Clothes branded products are sold under trademarks including Nautica, Kenneth Cole (beginning in fiscal 2008), Dockers, Oscar de la Renta, O Oscar (beginning in fiscal 2008) and Geoffrey Beene, all of which are licensed to us by third parties. In fiscal 2006, we acquired the Arnold Brant brand, which is an upscale tailored brand that is intended to blend modern elements of style with affordable luxury. In addition to the branded businesses, we design and source certain private label tailored clothing products. We believe that this private label business complements our branded tailored clothing businesses. Significant private label brands for which we produce tailored clothing include Stafford, Alfani, Tasso Elba and Lands' End. Sales of private label products represented approximately 55% of Lanier Clothes' net sales during fiscal 2007.

Our Lanier Clothes products are sold to national chains, department stores, mass merchants, specialty stores, specialty catalog retailers and discount retailers throughout the United States. We believe that superior customer service and supply chain management as well as the design of quality products are all integral components of our strategy in the branded and private label tailored clothing market.

In Lanier Clothes, we have long-standing relationships with some of the United States' largest retailers including Macy's, JCPenney, Sears, Men's Wearhouse and Nordstrom. These five customers represented approximately 70% of Lanier Clothes' net sales in fiscal 2007. Macy's and JCPenney represented approximately 27% and 25% of Lanier Clothes' net sales, respectively, during fiscal 2007.

We market our branded tailored clothing products on a brand-by-brand basis targeting distinct consumer demographics and lifestyles. Our marketing programs are an integral part of the branded product offerings. For certain tailored clothing products, we employ a cooperative advertising program.

During fiscal 2007, Lanier Clothes' results were impacted by sluggish demand in the tailored clothing market at retail, difficulty in accurately forecasting demand for the combined operations of Macy's following its merger with May Department Stores Company and internal operational issues associated with shifts in sourcing to new locations and repositioning certain of our Lanier Clothes product lines. Additionally, during fiscal 2006, a manufacturing facility operated by us in Honduras was closed as we continued to move away from manufacturing our own tailored clothing products, resulting in charges of approximately $1.2 million in that fiscal year.

Design, Manufacturing, Sourcing and Distribution

Our Lanier Clothes' design team members are located in New York. Our design teams focus on the target consumer of the brand and the design process combines feedback from buyers and sales agents with market trend research.

In fiscal 2007, the substantial majority of all product purchases of Lanier Clothes were "cut-make-trim" (CMT) purchases from third party producers, on an order-by-order basis. CMT contract purchases are purchases in which we supply the raw materials and purchase cut, sew and finish labor from our third party producers. In CMT purchases, we procure and retain ownership of the raw materials throughout the manufacturing and finishing process. We have traditionally used this method in Lanier Clothes to maintain a greater level of involvement in the manufacturing process given the complexities of manufacturing tailored clothing. We also operate a manufacturing facility, located in Merida, Mexico, which produced approximately 14% of our Lanier Clothes products during fiscal 2007.

Substantially all of our CMT purchases and our related raw materials purchases were sourced from countries outside of the United States. We manage production in Latin America and Asia through a combination of efforts from our Lanier Clothes offices in Atlanta, Georgia and third party buying agents. The ten largest suppliers of Lanier Clothes provided 79% of its products during fiscal 2007.

Our various Lanier Clothes products are manufactured from a variety of fibers including wool, silk, bamboo, linen, cotton and other natural fibers as well as synthetics and blends of these materials. The majority of the materials used in the manufacturing operations are purchased in the form of woven finished fabrics directly from numerous offshore fabric mills.

For Lanier Clothes we utilize distribution centers located in Toccoa, Georgia and Greenville, Georgia. These distribution centers receive substantially all of our Lanier Clothes' finished goods from suppliers, inspect those products and ship the products to our customers. We seek to maintain sufficient levels of inventory to support programs for pre-booked orders and to meet increased customer demand for at-once ordering. For selected standard tailored clothing product styles, we maintain in-stock replenishment programs providing shipment to customers within just a few days of receiving the order. These types of programs generally require higher inventory levels. Disposal of excess prior season inventory is an ongoing part of our business.

We maintain apparel sales offices and showrooms for our Lanier Clothes products in several locations, including Atlanta and New York. We employ a sales force for Lanier Clothes consisting of salaried and commissioned sales employees and independent commissioned sales representatives.

Oxford Apparel

Oxford Apparel produces branded and private label dress shirts, suited separates, sport shirts, dress slacks, casual slacks, outerwear, sweaters, jeans, swimwear, westernwear and golf apparel. Our Oxford Apparel products are sold to a variety of department stores, mass merchants, specialty catalog retailers, discount retailers, specialty retailers, "green grass" golf merchants and Internet retailers throughout the United States.

We design and source certain private label programs for several customers including programs under the Land's End, LL Bean and Eddie Bauer labels. Private label products represented approximately 63% of Oxford Apparel's sales during fiscal 2007.

In Oxford Apparel, we have relationships with some of the largest retailers in the United States including Sears, Men's Warehouse, Costco, Walmart and Macy's. These five customers represented approximately 50% of the net sales of Oxford Apparel in fiscal 2007, with Sears and Men's Wearhouse representing approximately 18%and 11%, respectively, of Oxford Apparel's net sales.

The following are the more significant Oxford Apparel brands that are owned by us.

- Oxford Golf which was launched in the Fall of 2003 by Oxford Apparel. The Oxford Golf brand is targeted to appeal to a sophisticated golf apparel consumer with a preference for high quality and classic styling.
- The Ely & Walker brands, which include Ely, Cattleman, Ely Casuals®, and Cumberland Outfitters. These brands are targeted toward a western-style shirt and sportswear consumer.
- Solitude, which is a California lifestyle brand created by world champion surfer Shaun Tomson and his wife Carla. Solitude is intended to reflect the casual, beach lifestyle of Santa Barbara and to blend the elements of surf, sand and sun into a full collection of casual and dress sportswear. We also have other complementary brands of casual attire, including Kona Wind and Tranquility Bay.
- Hathaway, which is a brand that traces its roots back to the 1800's and enjoyed substantial brand awareness during the 1900's. We own a two-thirds interest in an unconsolidated entity that owns the Hathaway trademark in the United States and several other countries, and we sell dress shirts and sportswear under the Hathaway brand.

In addition to our owned brands, Oxford Apparel is licensed to use the Tommy Hilfiger, Dockers and United States Polo Association trademarks for certain product categories.

During fiscal 2006 and fiscal 2007, we took steps to streamline the operations of Oxford Apparel. Significant steps during fiscal 2006 included the closure of three manufacturing facilities in the Dominican Republic and consolidation of certain of the Oxford Apparel support functions which resulted in charges totaling approximately $2.2 million during fiscal 2006. In connection with these actions, we sold our Monroe, Georgia facility during fiscal 2007. During fiscal 2007, we exited certain product lines which did not provide the returns desired by us and required relatively high levels of infrastructure.

Design, Sourcing and Distribution

Our Oxford Apparel products are designed by a design team located at the Oxford Apparel offices in New York. The design team focuses on the target consumer and the process combines feedback from buyers and sales agents along with market trend research. Our Oxford Apparel products are manufactured from several types of fibers including cotton, linen, wool, silk and other natural fibers, synthetics and blends of these materials.

During fiscal 2007, Oxford Apparel acquired the substantial majority of its products on an order-by-order basis from third party producers outside of the United States. We operate buying offices in Hong Kong and Singapore that manage the production and sourcing for Oxford Apparel in Asia. During fiscal 2007, we used approximately 125 suppliers in 27 countries for our Oxford Apparel products. Suppliers in China and Indonesia accounted for approximately 25% and 22%, respectively, of the total Oxford Apparel production in fiscal 2007. Approximately 3% of Oxford Apparel's products were manufactured in a manufacturing plant owned by us in Tegucigalpa, Honduras and another 8% was purchased from a Chinese joint venture factory in which we have a 49% ownership interest.

During fiscal 2007, package purchases represented approximately 96% and CMT purchases represented approximately 4% of the third party units sourced by Oxford Apparel. As discussed above, package purchases are purchases which include both raw materials and cut, sew and finish labor. We do not take ownership of package purchases until the goods are shipped. In CMT purchases, we procure and retain ownership of the raw materials throughout the manufacturing and finishing process.

We utilize a distribution center owned by us in Lyons, Georgia, which receives the majority of our Oxford Apparel finished goods from suppliers, inspects those products and ships the products to our customers. We also use third party distribution centers for certain of our Oxford Apparel products.

Some products of Oxford Apparel are shipped to our customer directly on an FOB Foreign Port basis without passing through our distribution center. In FOB Foreign Port shipments, the customer or the customer's freight forwarder handles the in-bound logistics and customs clearance. FOB Foreign Port transactions represented approximately 23% of the net sales of Oxford Apparel in fiscal 2007.

We seek to maintain sufficient levels of inventory to support programs for pre-booked orders and to meet increased customer demand for at-once ordering. For selected standard product styles, we maintain in-stock replenishment programs providing shipment to customers typically within a few days. These types of programs generally require relatively high inventory levels in order to meet customer requests in a timely manner. Disposal of excess prior season inventory is an ongoing part of business.

We maintain apparel sales offices and showrooms for Oxford Apparel products in several locations, including New York. We employ a sales force consisting of salaried and commissioned sales employees and independent commissioned sales representatives for our Oxford Apparel operations.

TRADEMARKS

As discussed above, we own trademarks, several of which are very important to our business. Generally, our significant trademarks are subject to registrations and pending applications throughout the world for use on a variety of items of apparel, and in some cases, apparel-related products, accessories, home furnishings and beauty products, as well as in connection with retail services. We continue to expand our worldwide usage and registration of trademarks. In general, trademarks remain valid and enforceable as long as the trademarks are used in connection with our products and services and the required registration renewals are filed. Our significant trademarks are discussed within each operating group discussion above. Important factors relating to risks associated with our trademarks include, but are not limited to, those described in Part I, Item 1A. Risk Factors.

COMPETITION

We sell our products in highly competitive domestic and international markets in which numerous United States-based and foreign apparel firms compete. No single apparel firm or small group of apparel firms dominates the apparel industry. We believe that competition within the branded apparel industry is based primarily upon design, brand image, consumer preference, price, quality, marketing and customer service. We believe our ability to compete successfully in styling and marketing is related to our ability to foresee changes and trends in fashion and consumer preference, and to present appealing branded and private label products for consumers. Particularly with respect to our private label businesses, in some instances a retailer that is our customer may compete directly with us by sourcing its products directly or by marketing its own private label brands. Important factors relating to risks associated with competition include, but are not limited to, those described in Part I, Item 1A. Risk Factors.

SEASONAL ASPECTS OF BUSINESS AND ORDER BACKLOG

Seasonal Aspects of Business

Although our various product lines are sold on a year-round basis, the demand for specific products or styles may be seasonal. For example, the demand for golf and Tommy Bahama products is higher in the spring and summer seasons. Generally our products are sold prior to each of the retail selling seasons, including spring, summer, fall and holiday. As the timing of product shipments and other events affecting the retail business may vary, results for any particular quarter may not be indicative of results for the full year. The percentage of net sales by quarter for fiscal 2007 was 25%, 26%, 24% and 25%, respectively, and the percentage of operating income by quarter for fiscal 2007 was 23%, 25%, 19% and 33%, respectively, which may not be indicative of the distribution in future years.

Order Backlog

As of June 1, 2007 and June 2, 2006, we had booked orders totaling $270.9 million and $272.5 million, respectively, substantially all of which we expect will be or were shipped within six months after each such date. Once we receive a specific purchase order, the dollar value of such order is included in our booked orders. A portion of our business consists of at-once EDI "Quick Response" programs with large retailers. Replenishment shipments under these programs generally have such an abbreviated order life as to exclude them from the order backlog completely. We do not believe that this backlog information is necessarily indicative of sales to be expected for future periods.

TRADE REGULATION

International trade agreements, trade preference arrangements and trade legislation are important to our business because most apparel imports into the United States are highly restricted. There are two key types of restrictions. First, there are duties levied on the value of imported apparel. The duty rates on the cotton and wool product categories that cover the majority of our products range from 15 to 20%. Silk products represent a major portion of our Tommy Bahama products and are generally subject to duty rates of less than 5%. Second, until January 1, 2005, the United States had implemented restrictive quotas on the importation of many classifications of textiles and apparel products from most of the major apparel-producing countries, including most of the countries where we produce apparel and including the cotton and wool product categories that cover the majority of our products. These quota restraints placed numerical limits on the quantity of garments permitted to be imported into the United States in a given year on a by country and by product category basis. The effect of these quotas was to limit the amount of apparel that could be sourced in the countries that offered the most competitive fabrics and most competitive apparel manufacturing. As a result, a substantial portion of cotton and wool apparel imported into the United States was sourced, prior to January 1, 2005, from countries that would not be the most competitive producers in the absence of quotas. Silk products were not subject to quota restraints. Pursuant to authority granted by China's World Trade Organization (WTO) accession agreement, both the United States and the European Union have re-imposed quotas on a number of key product categories from China.

Absent the non-market restrictions created by quotas and absent duty saving advantages available with respect to the products of certain countries under the terms of various free trade agreements and trade preference arrangements, we generally believe that the most competitive fabrics and apparel manufacturing are in Asia and the Indian sub-continent. Consequently, the elimination of quotas has resulted in a reduction in our western hemisphere sourcing and manufacturing activities and an increase in our sourcing and manufacturing activities in Asia and the Indian sub-continent. The trend away from western hemisphere sourcing and manufacturing may be slowed to some extent by various current and proposed free trade agreements and trade preference programs. We believe that by selecting the locations where we produce or source our products based in part on trade regulations, we are effective and will continue to be effective in using various trade preference agreements and legislation to our competitive advantage.

We believe that with respect to most of our production, we will continue to be able to source from the most competitive countries because of the flexibility of our manufacturing and sourcing base. This flexibility primarily arises because while we have long-term relationships with many of our contract manufacturers, we do not have long-term contractual commitments to them and are able to move our production to alternative locations if competitive market forces so dictate. The relative ease with which we can exit our currently owned and contract manufacturing facilities, if necessary, provides us with the ability to shift our production relatively quickly as different countries become more competitive as a source for manufacturing.

Important factors relating to risks associated with trade regulation include, but are not limited to, those described in Part I, Item 1A. Risk Factors.

EMPLOYEES

As of June 1, 2007, we employed approximately 4,800 persons, of whom approximately 63% were employed in the United States. Approximately 39% of our employees were retail store and restaurant employees. We believe our employee relations are good.

AVAILABLE INFORMATION

Our Internet address is www.oxfordinc.com. Under "Investor Info" on the home page of our website, we have provided a link to the SEC's website where, among other things, our annual report on Form 10-K, proxy statement, quarterly reports on Form 10-Q and current reports on Form 8-K, and amendments to those reports filed or furnished pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended, are available once we electronically file such material with, or furnish it to, the SEC. Additionally, our Corporate Governance Guidelines, as well as the charters of our Audit Committee and the Nominating, Compensation and Governance Committee of our board of directors, are available under "Corporate Governance" on the home page of our website. Copies of these documents will be provided to any shareholder who requests a copy in writing.

In addition, we will provide, at no cost, paper or electronic copies of our reports and other filings made with the SEC. Requests should be directed to our principal executive offices at:

Investor Relations Department
Oxford Industries, Inc.
222 Piedmont Avenue, N.E.
Atlanta, GA 30308
info@oxfordinc.com
(404) 659-2424

The information on the website listed above is not and should not be considered part of this Annual Report on Form 10-K and is not incorporated by reference in this document.

Item 1A. ***Risk Factors***

Our business faces certain risks, many of which are outside our control. The following factors, as well as factors described elsewhere in this report or in our other filings with the SEC, which could materially affect our business, financial condition or operating results, should be carefully considered in evaluating our company and the forward-looking statements contained in this report. The risks described below are not the only risks facing our company. If any of the following risks, or other risks or uncertainties not currently known to us or that we currently deem to be immaterial, actually occur, our business, financial condition or operating results could suffer.

The apparel industry is heavily influenced by general economic cycles, which could adversely affect our sales or require us to significantly modify our current business practices.

The apparel industry is cyclical and dependent upon the overall level of discretionary consumer spending, which changes as regional, domestic and international economic conditions change. Overall economic conditions that affect discretionary consumer spending include, but are not limited to, employment levels, energy costs, interest rates, tax rates, personal debt levels and stock market volatility. Uncertainty about the future may also impact the level of discretionary consumer spending or result in shifts in consumer spending to products other than apparel. Any deterioration in general economic or political conditions, acts of war or terrorism or other factors that create uncertainty or alter the discretionary consumer habits in our key markets, particularly the United States and the United Kingdom, could reduce our sales or require us to significantly modify our current business practices, and consequently harm our results of operations.

The apparel industry is highly competitive and we face significant competitive threats to our business from various third parties that could reduce our sales, increase our costs, result in reduced price points for our products and/or result in decreased margins.

The apparel industry is highly competitive and fragmented. Our competitors include numerous apparel designers, manufacturers, distributors, importers, licensors, and retailers, some of which may also be our customers. The level and nature of our competition varies and the number of our direct competitors and the intensity of competition may increase as we expand into other markets or as other companies expand into our markets. Some of our competitors may be able to adapt to changes in consumer demand more quickly, devote greater resources to establishing brand recognition or adopt more aggressive pricing policies than we can. In addition, with respect to certain of our businesses, retailers that are our customers may pose a significant competitive threat by sourcing their products directly or marketing their own private label brands. These competitive factors within the apparel industry may result in reduced sales, increased costs, lower prices for our products and/or decreased margins.

The apparel industry is subject to rapidly evolving fashion trends, and we must continuously offer innovative and upgraded products to maintain and grow our existing businesses. Failure to offer innovative and upgraded products may adversely affect our sales and lead to excess inventory, markdowns and/or dilution of our brands.

We believe that the principal competitive factors in the apparel industry are design, brand image, consumer preference, price, quality, marketing and customer service. Although certain of our products carry over from season to season, the apparel industry in general is subject to rapidly changing fashion trends and shifting consumer demands. Accordingly, we must anticipate, identify and capitalize upon emerging as well as proven fashion trends. We believe that our success depends on our ability to continuously develop, source, market and deliver a wide variety of innovative, fashionable and saleable brands and products. These products must be offered at competitive prices in the respective distribution channels. Sales growth from our brands will depend largely upon our ability to continue to maintain and enhance the distinctive brand identities.

Due to the competitive nature of the apparel industry, there can be no assurance that the demand for our products will not decline or that we will be able to successfully evaluate and adapt our products to align with consumers' preferences, fashion trends and changes in consumer demographics. As is typical with new products, market acceptance of new designs and products is subject to uncertainty. In addition, the introduction of new lines and products often requires substantial costs in design, marketing and advertising, which may not be recovered if the products are not successful. Any failure on our part to develop appealing products and update core products could limit our ability to differentiate our products. Additionally, such a failure could leave us with a substantial amount of unsold excess inventory, which we may be forced to sell at lower price points. Any of these factors could result in the deterioration in the appeal of our brands and products, adversely affecting our business, financial condition and operating results.

The acquisition of new businesses has certain inherent risks, including, for example, strains on our management team, unexpected acquisition costs, and, in some instances, contingent payments.

We face many challenges in our strategy to focus more of our resources on branded products rather than private label products. An important aspect of this strategy is our ability to acquire new businesses in the future if appropriate investment opportunities are available. Our sales growth may be limited if we are unable to find suitable acquisition candidates at reasonable prices in the future, if we are unsuccessful in integrating any acquired businesses in a timely manner or if the acquisitions do not achieve the anticipated results. Evaluating and completing acquisitions in the future may strain our administrative, operational and financial resources and distract our management from our other businesses.

In addition, integrating acquired businesses is a complex, time-consuming, and expensive process. The integration process for newly acquired businesses could create a number of challenges and adverse consequences for us associated with the integration of product lines, employees, sales teams and outsourced manufacturers; employee turnover, including key management and creative personnel of the acquired and existing businesses; disruption in product cycles for newly acquired product lines; maintenance of acceptable standards, controls, procedures and policies; and the impairment of relationships with customers of the acquired and existing businesses. Further, we may not be able to manage the combined operations and assets effectively or realize the anticipated benefits of the acquisition.

As a result of acquisitions that have occurred or may occur in the future, we may become responsible for unexpected liabilities that we failed to discover in the course of performing due diligence in connection with the acquired businesses. We cannot be assured that any indemnification to which we may be entitled from the sellers will be enforceable, collectible or sufficient in amount, scope or duration to fully offset the possible liabilities associated with the business acquired.

Similar to the terms of our acquisition of Tommy Bahama, the terms of any future acquisitions may require us to make substantial payments to the sellers, who may be key members of our management, in performance-based contingent payments for a number of years after the acquisition. It is possible that their interests, with respect to the contingent payments, will differ from the interests of our company as a whole. Such differences may occur if the agreements have incentives to maximize the profitability of the acquired business during the contingent payment term, which may be to the detriment of the longer term prospects for the business.

Divestitures of certain businesses or discontinuations of certain product lines which occur may require us to find alternative uses for our resources.

As we did in fiscal 2006 with respect to our Womenswear Group operations, we may determine in the near future that it is appropriate to divest or discontinue certain operations. Divestitures of certain businesses that do not align with the strategy of our company as a whole or the discontinuation of certain product lines which may not provide the returns that we expect may result in under-utilization of our resources in the event that the operations are not replaced with new lines of business either internally or through acquisition. There can be no guarantee that if we divest certain businesses or discontinue certain product lines that we will be able to replace the sales and profits related to these businesses or to appropriately utilize our resources, which may result in a decline in our operating results.

The loss of key management or our inability to attract and retain qualified personnel in the future may have an adverse effect on our business, financial condition and operating results.

Our success depends upon disciplined execution at all levels of our organization, including our executive officers. Competition for qualified personnel in the apparel industry is intense, and we compete for these individuals with other companies which may have greater financial resources. The unexpected loss of J. Hicks Lanier, Chairman and Chief Executive Officer, or any of our other executive officers, could materially adversely affect our business, financial condition and operating results.

The apparel industry has experienced price deflation in recent years, and price reductions in our products in the future could put downward pressure on our net sales and margins.

The average net selling price of apparel continues to decrease in the apparel industry, particularly for private label products. The decline is primarily attributable to increased competition, excess worldwide manufacturing capacity, increased product sourcing in lower cost countries, growth of the mass merchant and discount channels of distribution, consolidation in the retail industry, excess capacity of retail space, reduced relative spending on apparel and increased value consciousness on the part of consumers. To remain competitive, we may need to reduce our prices from time to time in response to these deflationary pressures. These deflationary pressures, even if met with reduced costs that do not adversely impact our sales volume, could reduce our net sales or have an adverse impact on our margins.

We depend on a group of key customers for a significant portion of our sales. A significant adverse change in a customer relationship or in a customer's financial position could negatively impact our net sales and profitability.

We generate a significant percentage of our sales from a few major customers, to whom we extend credit without requiring collateral, resulting in a large amount of receivables from just a few customers. For fiscal 2007, sales to our ten largest customers accounted for approximately 44% of our total net sales. In addition, the net sales of our individual operating groups may be concentrated among several large customers. Continued consolidation in the retail industry may increase the concentration of our customers. This consolidation could result in a decrease in the number of stores that carry our products, restructuring of our customers' operations, more centralized purchasing decisions, direct sourcing and greater leverage by customers, potentially resulting in lower prices, realignment of customer affiliations or other factors which could negatively impact our net sales and profitability.

We generally do not have long-term contracts with any of our customers. Instead, we rely on long-standing relationships with these customers and our position within the marketplace. As a result, purchases generally occur on an order-by-order basis, and each relationship can generally be terminated by either party at any time. A decision by one or more major customers, whether motivated by competitive considerations, quality or style issues, financial difficulties, economic conditions or otherwise, could impact their desire or ability to purchase our products or change their manner of doing business with us. An unanticipated decline in sales to one or more major customers could adversely affect our net sales and profitability, as it would be difficult to immediately, if at all, replace this business with new customers or increase sales volumes with other existing customers.

In addition, due to long product lead times, several of our product lines are designed and manufactured in anticipation of orders for sale. We make commitments for fabric and production in connection with these lines. These commitments can be made up to several months prior to the receipt of firm orders from customers and if orders do not materialize or are canceled, we may incur expenses to terminate our fabric and production commitments and dispose of excess inventories.

Fluctuations in prices and availability of raw materials could cause delays in product deliveries to our customers and increase our costs of goods sold.

We and our third party suppliers rely on the availability of raw materials at reasonable prices. Decreases in the availability of raw materials could impair our ability to meet production requirements in a timely manner. The principal fabrics used in our business are cotton, linens, wools, silk, other natural fibers, synthetics and blends of these materials. The prices paid for these fabrics depend on the market price for raw materials used to produce them. The price and availability of certain raw materials has in the past fluctuated, and may in the future fluctuate depending on a variety of factors, including crop yields, weather, supply conditions, government regulation, war, terrorism, labor unrest, global health concerns, economic climate, the cost of petroleum and other unpredictable factors. Additionally, costs of our third party providers or our transportation costs may increase due to these same factors. We have not historically entered into any futures contracts to hedge commodity prices. Any significant increase in the price of raw materials or decrease in the availability of raw materials could cause delays in product deliveries to our customers and increase our costs of goods sold.

We are dependent upon our third party producers' and sourcing agents' ability to meet our requirements; any failures by these producers and sourcing agents to meet our requirements, or the unavailability of suitable producers and sourcing agents in the future, may negatively impact our ability to deliver quality products to our customers on a timely basis or result in higher costs or reduced net sales.

We source substantially all of our products from non-exclusive third party producers and sourcing agents located in foreign countries. Although we place a high value on long-term relationships with our suppliers, generally we do not have long-term contracts, but instead typically conduct business on an order-by-order basis. Therefore, we compete with other companies for the production capacity of independent manufacturers.

We regularly depend upon the ability of third party producers to secure a sufficient supply of raw materials, adequately finance the production of goods ordered and maintain sufficient manufacturing and shipping capacity. Although we monitor production in third party manufacturing locations by sending employees from our buying offices, employing local nationals and using unaffiliated buying agents, we cannot be certain that we will not experience operational difficulties with our manufacturers, such as the reduction of availability of production capacity, errors in complying with product specifications, insufficient quality control, failures to meet production deadlines or increases in manufacturing costs. Such difficulties may negatively impact our ability to deliver quality products to our customers on a timely basis, which may have a negative impact on our customer relationships and result in lower net sales.

We require third party producers to meet certain standards in terms of working conditions, environmental protection and other matters before placing business with them. As a result of higher costs relating to compliance with these standards, we may pay higher prices than some of our competitors for products. In addition, the labor and business practices of independent apparel manufacturers have received increased attention from the media, non-governmental organizations, consumers and governmental agencies in recent years. Failure by us or our independent manufacturers to adhere to labor or other laws or business practices accepted as ethical in our key markets, and the potential litigation, negative publicity and political pressure relating to any of these events, could disrupt our operations or harm our reputation.

Our reliance on foreign sourcing operations expose us to risks that could result in higher costs, loss of sales or impaired customer goodwill.

Our dependence on foreign supply sources could result in disruptions to our operations in the event of disruptions in the global transportation network including strikes and work stoppages at port facilities; political instability or other international events; economic disruptions; foreign currency fluctuations; labor disputes at factories; the imposition of new or adversely adjusted tariffs, duties, quotas, import and export controls, taxes and other regulations; changes in U.S. customs procedures concerning the importation of apparel products; changes in domestic or foreign governmental policies; actual or threatened acts of war or terrorism; or the occurrence of an epidemic. These and other events beyond our control could interrupt our supply chain and delay receipt of our products, which could result in higher costs, including product and transportation costs, unanticipated inventory accumulation, or the loss of sales, customer orders and customer goodwill.

Our business is subject to regulatory risks associated with importing products and our products may become less competitive as a result of changes in the regulatory environment.

As we source substantially all of our products from foreign countries, we are at risk to changes relating to the laws and regulations governing the importing and exporting of apparel products into and from the countries in which we operate. Substantially all of our import operations are subject to tariffs and other charges imposed on imported products. In addition, the countries in which our products are manufactured or countries into which our products are imported may impose additional or new quotas, duties, tariffs, taxes or other restrictions or adversely modify existing restrictions.

We benefit from duty-free treatment under international trade agreements and regulations such as the North American Free Trade Agreement and the Andean Trade Preference and Drug Eradication Act. The elimination of such treatment or our inability to qualify for such benefits would adversely impact our business and by increasing our cost of goods sold.

Our or any of our suppliers' failure to comply with customs or similar laws could restrict our ability to import products or lead to fines or other penalties. We cannot guarantee that future regulatory actions or trade agreements will not provide our competitors with a material advantage over us or materially increase our costs.

We may be unable to protect our trademarks and other intellectual property or may otherwise have our brand names harmed.

We believe that our registered and common law trademarks and other intellectual property, as well as other contractual arrangements including licenses and other proprietary intellectual property rights, have significant value and are important to our continued success and our competitive position due to their recognition by retailers and consumers. Approximately 59% of our net sales in fiscal 2007 was attributable to branded products for which we own the trademark. Therefore, our success depends to a significant degree upon our ability to protect and preserve our intellectual property. We rely on laws in the United States and other countries to protect our proprietary rights. However, we may not be able to sufficiently prevent third parties from using our intellectual property without our authorization, particularly in those countries where the laws do not protect our proprietary rights as fully as in the United States.

From time to time, we discover products in the marketplace that are unauthorized reproductions of certain of our branded products or that otherwise infringe upon our trademarks and other intellectual property. Such counterfeiting typically increases as brand recognition increases. Despite precautions we may take to protect our intellectual property, policing unauthorized use of our intellectual property is difficult, expensive and time consuming and we may be unable to sufficiently determine the extent of unauthorized use. There can be no assurance that the actions we have taken to establish and protect our trademarks and other intellectual property will be adequate to prevent the creation of counterfeits, knock-offs, imitations or infringement of our products or trademarks by third parties. From time to time, we rely on litigation and other legal action to enforce our intellectual property rights or contractual rights. As a general matter, we may not be able to sufficiently protect the value of our intellectual property through litigation. Litigation or other legal action to enforce our intellectual property rights or contractual rights, whether successful or unsuccessful, could result in substantial costs to us and diversion of our management and other resources. In addition, if a third party imitates certain of our products in a manner that projects a lesser quality or carries a negative connotation, this could have a material adverse effect on the goodwill of our brands in the marketplace, regardless of whether it violates our intellectual property rights.

Additionally, there can be no assurance that the actions that we have taken will be adequate to prevent others from seeking to block sales of our products as violations of proprietary rights. Although we have not been materially inhibited from selling products in connection with trademark disputes, as we extend our brands into new product categories and new product lines and expand the geographic scope of our marketing, we could become subject to litigation based on allegations of the infringement of intellectual property rights of third parties. In the event a claim of infringement against us is successful, we may be required to pay damages, royalties or license fees to continue to use intellectual property rights that we had been using or we may be unable to obtain necessary licenses from third parties at a reasonable cost or within a reasonable time. Litigation and other legal action of this type, regardless of whether it is successful, could result in substantial costs to us and diversion of our management and other resources.

We make use of debt to finance our operations, which exposes us to risks that could adversely affect our business, financial position and operating results.

Our levels of debt vary as a result of the seasonality of our business, investments in acquisitions and working capital and divestitures. Our debt levels may increase in the future under our existing facilities or potentially under new facilities, or the terms or forms of our financing arrangements in the future may change, which may increase our exposure to the items discussed below.

Our indebtedness includes, and any future indebtedness may include, certain obligations and limitations, including the periodic payment of principal and interest, maintenance of certain financial covenants and certain other limitations related to additional debt, dividend payments, investments and dispositions of assets. Our ability to satisfy these obligations will be dependent upon our business, financial condition and operating results. These obligations and limitations may increase our vulnerability to adverse economic and industry conditions, place us at a competitive disadvantage compared to our competitors that have less indebtedness and limit our flexibility in carrying out our business plan and planning for, or reacting to, changes in the industry in which we operate.

As indebtedness matures, we will be required to extend or refinance such indebtedness, sell assets to repay the indebtedness or raise equity to fund the repayment of the indebtedness. Additionally, a breach of the covenants relating to our indebtedness could result in an event of default under those instruments, in some instances allowing the holders of that indebtedness to declare all outstanding indebtedness immediately due and payable. At maturity or in the event of an acceleration of payment obligations, we would likely be unable to pay our outstanding indebtedness with our cash and cash equivalents then on hand. We would, therefore, be required to seek alternative sources of funding, which may not be available on commercially reasonable terms or at all, or face bankruptcy. If we are unable to refinance our indebtedness or find alternative means of financing our operations, we may be required to curtail our operations or take other actions that are inconsistent with our current business practices or strategy.

We have interest rate risk on a portion of our indebtedness, as certain of our indebtedness is based on variable interest rates. We generally do not engage in hedging activities with respect to our interest rate risk. An increase in interest rates may require us to pay a greater amount of our funds from operations towards interest even if the amount of borrowings outstanding remains the same. As a result, we may have to revise or delay our business plans, reduce or delay capital expenditures or otherwise adjust our plans for operations.

Our sales and operating results are influenced by weather patterns and natural disasters.

Like other companies in the apparel industry, our sales volume may be adversely affected by unseasonable weather conditions or natural disasters, which may cause consumers to alter their purchasing habits or result in a disruption to our operations. Because of the seasonality of our business and the concentration of a significant proportion of our customers in certain geographic regions as discussed below, the occurrence of such events could disproportionately impact our business, financial condition and operating results.

Our foreign sourcing operations as well as the sale of products in foreign markets result in an exposure to fluctuations in foreign currency exchange rates.

As a result of our international operations, we are exposed to certain risks in conducting business outside of the United States. Substantially all of our contracts to have goods produced in foreign countries are denominated in U.S. dollars. Purchase prices for our products may be impacted by fluctuations in the exchange rate between the U.S. dollar and the local currencies of the contract manufacturers, such as the Chinese Yuan, which may have the effect of increasing our cost of goods sold in the future. If the value of the U.S. dollar decreases relative to certain foreign currencies in the future, then the prices that we negotiate for products could increase, and it is possible that we would not be able to pass this increase on to customers, which would negatively impact our margins. If the value of the U.S. dollar increases between the time a price is set and payment for a product, the price we pay may be higher than that paid for comparable goods by any competitors that pay for goods in local currencies, and these competitors may be able to sell their products at more competitive prices. Additionally, currency fluctuations could also disrupt the business of our independent manufacturers that produce our products by making their purchases of raw materials more expensive and difficult to finance.

We received U.S. dollars for greater than 85% of our product sales during fiscal 2007. The sales denominated in foreign currencies primarily relate to Ben Sherman sales in the United Kingdom and Europe. An increase in the value of the U.S. dollar compared to these other currencies in which we have sales could result in lower levels of sales and earnings in our consolidated statements of earnings, although the sales in foreign currencies could be equal to or greater than amounts in prior periods. We generally do not engage in hedging activities with respect to our exposure to foreign currency risk except that, on occasion, we do purchase foreign currency forward exchange contracts for our goods purchased on U.S. dollar terms that are expected to be sold in the United Kingdom and Europe.

We are dependent on a limited number of distribution centers, making our operations particularly susceptible to disruption.

Our ability to meet customer expectations, manage inventory and achieve objectives for operating efficiencies depends on the proper operation of our primary distribution facilities, some of which are owned and others of which are operated by third parties. Finished garments from our contractors are inspected and stored at these distribution facilities. If any of these distribution facilities were to shut down or otherwise become inoperable or inaccessible for any reason, we could experience a reduction in sales, a substantial loss of inventory or higher costs and longer lead times associated with the distribution of our products during the time it takes to reopen or replace the facility. This could negatively affect our operating results and our customer relationships.

We rely on our licensing partners to preserve the value of our brands and as a source of royalty income.

Certain of our brands, such as Tommy Bahama and Ben Sherman, have a reputation of outstanding quality and name recognition, which make the brands valuable as a source of royalty income. We are able to license complementary products and obtain royalty income from the use of our brands' names. While we take significant steps to ensure the reputation of our brands is maintained through our license agreements, there can be no guarantee our brands will not be negatively impacted through our association with products outside of our core apparel products or due to the actions of a licensee. The improper or detrimental actions of a licensee may not only result in a decrease in the sales of our licensee's products but also could significantly impact the perception of our brands. If the licensees' products are not acceptable to consumers, if the licensee's actions are detrimental to our brands or if we do not add new license agreements, our net sales, royalty income and reputation could be negatively impacted.

We hold licenses for the use of other parties' brand names, and we cannot guarantee our continued use of such brand names or the quality or salability of such brand names.

We have entered into license and design agreements to use certain trademarks and trade names, such as Nautica, Kenneth Cole, Tommy Hilfiger, Dockers, O Oscar, Geoffrey Beene and Evisu, to market our products. Approximately 14% of our net sales during fiscal 2007 related to the products for which we license the use of the trademark for specific product categories. These license and design agreements will expire at various dates in the future. Although we believe our relationships with our principal licensors are generally favorable, we cannot guarantee that we will be able to renew these licenses on acceptable terms upon expiration or that we will be able to acquire new licenses to use other popular trademarks. If any one or more of these licenses expires or is terminated, we will lose the sales and profits generated pursuant to such license.

In addition to certain compliance obligations, all of our significant licenses provide minimum thresholds for royalty payments and advertising expenditures for each license year, which we must pay regardless of the level of our sales of the licensed products. If these thresholds are not met due to a general economic downturn or otherwise, our licensors may be permitted contractually to terminate these agreements or seek payment of minimum royalties even if the minimum sales are not achieved. In addition, our licensors produce their own products and license their trademarks to other third parties, and we are unable to control the quality of goods that others produce. If licensors or others do not maintain the quality of these trademarks or if the brand image deteriorates, our sales and profits generated by such brands may decline.

We may not be successful in operating existing retail stores and restaurants or in opening new retail stores and restaurants.

An integral part of our strategy is to develop and operate retail stores and restaurants for certain of our brands. Net sales from retail stores and restaurants were approximately 22% of our consolidated net sales during fiscal 2007. In addition to the general risks associated with the apparel industry, risks associated with our retail and restaurant operations include our ability to find and select appropriate locations. Other risks include our ability to negotiate acceptable lease terms; build-out the facilities; source sufficient levels of consumer desirable inventory; hire, train and retain competent personnel; abide by applicable labor laws;

install and operate effective technology systems; and apply appropriate pricing strategies. Retail stores and restaurants involve a significant capital investment and incur significant fixed operating expenditures, including obligations under long-term leases. We cannot be sure that our current locations will be profitable or that we can successfully complete our planned expansion. In addition, as we expand the number of our retail stores, we run the risk that our wholesale customers will perceive that we are increasingly competing directly with them, which may lead them to reduce or terminate purchases of our products.

Our concentration of retail stores and wholesale customers for certain of our products exposes us to certain regional risks.

Our retail locations are heavily concentrated in certain geographic areas in the United States, including Florida, California and Hawaii, for our Tommy Bahama retail stores and the United Kingdom for our Ben Sherman retail stores. Additionally, a significant portion of our wholesale sales for Tommy Bahama and Ben Sherman products are concentrated in the same geographic areas. Due to this concentration, we have exposure to factors that impact these regions, including general economic conditions, weather patterns, natural disasters and other factors.

Our restaurant operations may be negatively impacted by regulatory issues or by health, safety, labor and similar operational issues, or by publicity surrounding any of these issues.

The restaurant industry is highly competitive and requires compliance with a variety of federal, state and local regulations. In particular, our Tommy Bahama restaurants typically serve alcohol and, therefore, maintain liquor licenses. Our ability to maintain our liquor licenses depends on our compliance with applicable laws and regulations. The loss of a liquor license would adversely affect the profitability of a restaurant. Additionally, as a participant in the restaurant industry, we face risks related to food quality, food-borne illness, injury, health inspection scores and labor relations. Regardless of whether allegations related to these matters are valid or whether we become liable, we may be materially and adversely affected by negative publicity associated with these issues. The negative impact of adverse publicity relating to one restaurant may extend beyond the restaurant involved to affect some or all of the other restaurants, as well as the image of the Tommy Bahama brand as a whole.

We operate in various countries with differing laws and regulations, which may impair our ability to maintain compliance with regulations and laws.

Although we attempt to abide by the laws and regulations in each jurisdiction in which we operate, the complexity of the laws and regulations to which we are subject, including customs regulations, labor laws, competition laws, and domestic and international tax legislation, makes it difficult for us to ensure that we are currently, or will be in the future, compliant with all laws and regulations. We may be required to make significant expenditures or modify our business practices to comply with existing or future laws or regulations, and unfavorable resolution to litigation or a violation of applicable laws and regulations may increase our costs and materially limit our ability to operate our business.

Our operations are reliant on information technology, and any interruption or other failure in our information technology systems may impair our ability to compete effectively in the apparel industry, including our ability to provide services to our customers and meet the needs of management.

The efficient operation of our business is dependent on information technology. Information systems are used in all stages of our operations from design to distribution and as a method of communication with our customers and suppliers as well as our domestic and foreign employees. We also rely on information systems to provide relevant and accurate information to our management in order to allocate resources and forecast and report our operating results. Service interruptions may occur as a result of a number of factors, including computer viruses, hacking or other unlawful activities by third parties, disasters, or failures to properly install, upgrade, integrate, protect, repair or maintain our systems. We periodically assess the appropriateness and relevance of our current financial and operational systems, which could result in a change to or replacement of these systems in the future. In doing so, there can be no assurances that we will be successful in developing or acquiring competitive systems which are responsive to our needs and the needs of our customers. Any interruption, or other failure, of critical business information systems, including an interruption or failure caused by our inability to successfully upgrade or change our financial or operational systems, could cause difficulties in operating our business and communicating with our customers, which could cause our sales and profits to decrease.

Item 1B. ***Unresolved Staff Comments***

None.

Item 2. ***Properties***

Our administrative and sales functions are conducted in approximately 0.5 million square feet of owned and leased space in various locations in the United States, the United Kingdom and Hong Kong. We utilize approximately 1.7 million square feet of owned and leased facilities in the United States, Germany, Mexico and Honduras in conducting our distribution and manufacturing functions. We also lease approximately 0.4 million square feet located in the United States and the United Kingdom for retail stores and restaurants, each of which is less than 15,000 square feet per location. We do not believe that we are dependent on any individual retail or restaurant location for our business operations. These retail stores and restaurants are operated by Tommy Bahama and Ben Sherman and are described in more detail in Item 1 of this report. We believe that our existing administrative, sales, distribution, manufacturing, retail store and restaurant facilities are well maintained, in good operating condition and will be adequate for our present level of operations. We anticipate that we will be able to extend our leases to the extent that they expire in the near future on terms that are satisfactory to us, or if necessary, locate substitute properties on acceptable terms. Details of our principal administrative, sales, distribution and manufacturing facilities, including approximate square footage, are as follows:

Location	Primary Use	Operating Group	Square Footage	Lease Expiration
Atlanta, Georgia	Sales/administration	Corporate & Lanier Clothes	70,000	Owned
Seattle, Washington	Sales/administration	Tommy Bahama	80,000	2015
Lyons, Georgia	Sales/administration	Oxford Apparel	90,000	Owned
London, England	Sales/administration	Ben Sherman	20,000	2013
Lurgan, Northern Ireland	Sales/administration	Ben Sherman	10,000	Owned
New York, New York	Sales/administration	Various	100,000	Various
Hong Kong	Sales/administration	Oxford Apparel	30,000	Various
Auburn, Washington	Distribution center	Tommy Bahama	260,000	2015
Lyons, Georgia	Distribution center	Oxford Apparel	330,000	Owned
Toccoa, Georgia	Distribution center	Lanier Clothes	310,000	Owned
Greenville, Georgia	Distribution center	Lanier Clothes	120,000	Owned
Tegucigalpa, Honduras	Manufacturing plant	Oxford Apparel	80,000	Owned
Merida, Mexico	Manufacturing plant	Lanier Clothes	80,000	Owned

Item 3. ***Legal Proceedings***

From time to time, we are a party to litigation and regulatory actions arising in the ordinary course of business. We are not currently a party to any litigation or regulatory actions that we believe could reasonably be expected to have a material adverse effect on our financial position, results of operations or cash flows.

Item 4. ***Submission of Matters to a Vote of Security Holders***

None.

PART II

Item 5. *Market for Registrant's Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities*

Market and Dividend Information

Our common stock is listed and traded on the New York Stock Exchange under the symbol "OXM." As of June 1, 2007, there were 488 record holders of our common stock. The following table sets forth the high and low sale prices and quarter-end closing prices of our common stock as reported on the New York Stock Exchange for the quarters indicated. Additionally, the table indicates the dividends per share declared on shares of our common stock by our board of directors for each quarter.

	High	Low	Close	Dividends
Fiscal 2007				
Fourth Quarter	$ 50.86	$ 43.99	$ 45.98	$ 0.18
Third Quarter	$ 52.05	$ 42.17	$ 47.28	$ 0.18
Second Quarter	$ 53.98	$ 40.13	$ 50.55	$ 0.15
First Quarter	$ 42.10	$ 34.34	$ 41.51	$ 0.15
Fiscal 2006				
Fourth Quarter	$ 52.74	$ 38.01	$ 41.77	$ 0.15
Third Quarter	$ 57.58	$ 42.00	$ 46.18	$ 0.15
Second Quarter	$ 56.99	$ 40.87	$ 55.84	$ 0.135
First Quarter	$ 51.68	$ 41.01	$ 44.86	$ 0.135

Additionally, on July 27, 2007, our board of directors declared a cash dividend of $0.18 per share payable on August 31, 2007 to shareholders of record on August 15, 2007, which will be the 189th consecutive quarterly dividend we have paid since we became a public company in July 1960.

For details about limitations on our ability to pay dividends, see Note 5 of our consolidated financial statements and Part I, Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations, both contained in this report.

Recent Sales of Unregistered Securities

We did not sell any unregistered securities during fiscal 2007.

Purchases of Equity Securities by the Issuer and Affiliated Purchases

We have certain stock incentive plans as described in Note 7 to our consolidated financial statements included in this report, all of which are publicly announced plans. Under the plans, we can repurchase shares from employees to cover the employee tax liabilities related to the exercise of stock options or the vesting of previously restricted shares. We did not repurchase any shares under these programs during the fourth quarter of fiscal 2007.

On August 3, 2006, our board of directors approved a stock repurchase authorization for up to one million shares of our common stock. In accordance with the authorization, we may repurchase our common shares from time to time in privately negotiated or open market transactions. As of June 1, 2007, no shares had been repurchased under this plan.

Item 6. ***Selected Financial Data***

Our selected financial data below reflects the impact of our fiscal 2004 acquisition of Tommy Bahama and our fiscal 2005 acquisition of Ben Sherman. In addition, the selected financial data below reflects the divestiture of substantially all of the assets of our Womenswear Group operations in fiscal 2006, resulting in those operations being classified as discontinued operations for all periods presented.

	Fiscal 2007	Fiscal 2006	Fiscal 2005	Fiscal 2004	Fiscal 2003
	(Dollars in thousands, except per share amounts)				
Net sales	$ 1,128,907	$ 1,109,116	$ 1,056,787	$ 818,687	$ 455,840
Cost of goods sold	681,147	677,429	653,538	515,481	339,944
Gross profit	447,760	431,687	403,249	303,206	115,896
Selling, general and administrative expenses	356,970	339,073	314,413	228,293	99,993
Amortization of intangible assets	6,405	7,642	8,622	6,670	38
Royalties and other operating income	16,462	13,144	12,060	5,114	—
Operating income	100,847	98,116	92,274	73,357	15,865
Interest expense, net	22,214	23,971	26,146	23,530	1,772
Earnings before income taxes	78,633	74,145	66,128	49,827	14,093
Income taxes	26,313	22,944	22,177	18,363	5,778
Net earnings from continuing operations	52,320	51,201	43,951	31,464	8,315
(Loss) earnings from discontinued operations, net of taxes	(183)	19,270	5,876	8,252	12,012
Net earnings	$ 52,137	$ 70,471	$ 49,827	$ 39,716	$ 20,327
Diluted net earnings from continuing operations per common share	$ 2.93	$ 2.88	$ 2.53	$ 1.88	$ 0.55
Diluted (loss) earnings from discontinued operations per common share	$ (0.01)	$ 1.08	$ 0.34	$ 0.49	$ 0.79
Diluted net earnings per common share	$ 2.92	$ 3.96	$ 2.87	$ 2.38	$ 1.34
Diluted weighted average shares outstanding	17,881	17,781	17,350	16,699	15,143
Dividends declared	$ 11,741	$ 9,899	$ 8,515	$ 7,285	$ 6,314
Dividends declared per common share	$ 0.66	$ 0.57	$ 0.51	$ 0.45	$ 0.42
Total assets related to continuing operations	$ 908,738	$ 826,380	$ 826,297	$ 598,951	$ 408,247
Total assets	$ 908,738	$ 885,595	$ 905,877	$ 694,817	$ 494,365
Long-term debt, less current maturities	$ 199,294	$ 200,023	$ 289,076	$ 198,814	$ 198,586
Shareholders' equity	$ 450,945	$ 398,701	$ 303,501	$ 238,977	$ 189,365
Capital expenditures	$ 31,312	$ 24,953	$ 23,407	$ 14,073	$ 1,969
Depreciation and amortization included in continuing operations	$ 23,125	$ 22,734	$ 21,943	$ 17,971	$ 5,029
Amortization of deferred financing costs	$ 2,465	$ 2,462	$ 4,439	$ 2,655	$ 50
Book value per share at year-end	$ 25.27	$ 22.59	$ 17.97	$ 14.74	$ 12.59
Return (net earnings from continuing operations) on average shareholders' equity	12.3%	14.6%	16.2%	14.7%	4.6%
Return (net earnings from continuing operations) on average total assets related to continuing operations	5.8%	6.2%	6.2%	6.2%	2.9%

Item 7. ***Management's Discussion and Analysis of Financial Condition and Results of Operations***

The following discussion and analysis of our operations, cash flows, liquidity and capital resources should be read in conjunction with our consolidated financial statements contained in this report.

OVERVIEW

We generate revenues and cash flow through the design, sale, production and distribution of branded and private label consumer apparel and footwear for men, women and children and the licensing of company-owned trademarks. Our principal markets and customers are located primarily in the United States and, to a lesser extent, the United Kingdom. We source substantially all of our products through third party producers in foreign countries. We primarily distribute our products through our wholesale customers which include chain stores, department stores, specialty stores, specialty catalog retailers, mass merchants and Internet retailers. We also sell products of certain of our owned brands through our own retail stores.

We operate in an industry that is highly competitive. We believe our ability to continuously evaluate and respond to changing consumer demands and tastes across multiple market segments, distribution channels and geographic regions is critical to our success. Although our approach is aimed at diversifying our risks, misjudging shifts in consumer preferences could have a negative affect on future operating results. Other key aspects of competition include brand image, quality, distribution method, price, customer service and intellectual property protection. We believe our size and global operating strategies help us to compete successfully by providing opportunities for operating synergies. Our success in the future will depend on our ability to continue to design products that are acceptable to the markets we serve and to source our products on a competitive basis while still earning appropriate margins.

We are executing a strategy to move towards a business model that is more focused on brands owned or controlled by us. Our decision to follow this strategy is driven in part by the continued consolidation in the retail industry and the increasing concentration of apparel manufacturing in a relatively limited number of offshore markets, trends which make the private label business increasingly more competitively challenging. Significant steps in our execution of this strategy include our June 2003 acquisition of Tommy Bahama; our July 2004 acquisition of Ben Sherman; the divestiture of our private label Womenswear Group in June 2006; the closure of certain of our manufacturing facilities located in Latin America and the associated shifts in our Oxford Apparel and Lanier Clothes operating groups towards package purchases from third party manufacturers primarily in the Far East; and the acquisition of several other trademarks and related operations including Solitude, Arnold Brant and Hathaway. In the future, we will continue to look for opportunities by which we can make further progress with this strategy, including through organic growth in our owned brands, the acquisition of additional brands, and further streamlining of portions of our private label businesses that do not have the potential to meet our operating income expectations.

The most significant factors impacting our results and contributing to the change in diluted net earnings from continuing operations per common share of $2.93 in fiscal 2007 from $2.88 in fiscal 2006 were:

- a $10.0 million, or 14.0%, increase in the operating income of Tommy Bahama primarily due to the increased sales and a reduction in intangible asset amortization expense;
- a $2.0 million, or 18.9%, decrease in the operating income of Ben Sherman primarily as a result of a reduction in net sales and operating income in the United Kingdom and the United States;
- a $13.2 million, or 75.7%, decrease in the operating income of Lanier Clothes primarily due to the challenging conditions and sluggish demand in the tailored clothing market in fiscal 2007;
- a $8.2 million, or 56.3%, increase in operating income in Oxford Apparel primarily due to a reduction in selling, general and administrative expenses and the purchase of a two-thirds interest in the entity that owns the Hathaway trademark in the United States and certain other countries; and
- an effective tax rate of 33.5% and 30.9% in fiscal 2007 and fiscal 2006, respectively. Fiscal 2006 was impacted by the repatriation of certain earnings of our foreign subsidiaries, under the provisions of the

American Jobs Creation Act of 2004. We believe our effective tax rate in fiscal 2008 will approximate 34.0% to 34.5%.

RESULTS OF OPERATIONS

The following tables set forth the line items in our consolidated statements of earnings data both in dollars and as a percentage of net sales. The tables also set forth the percentage change of the data as compared to the prior year. We have calculated all percentages based on actual data, but percentage columns may not add due to rounding. Individual line items of our consolidated statements of earnings may not be directly comparable to those of our competitors, as statement of earnings classification of certain expenses may vary by company. The results of operations of Ben Sherman are included in our consolidated statements of earnings from the date of acquisition on July 30, 2004.

	Fiscal Year		
	2007	2006 (In thousands)	2005
Net sales	$ 1,128,907	$ 1,109,116	$ 1,056,787
Cost of goods sold	681,147	677,429	653,538
Gross profit	447,760	431,687	403,249
Selling, general and administrative	356,970	339,073	314,413
Amortization of intangible assets	6,405	7,642	8,622
Royalties and other operating income	16,462	13,144	12,060
Operating income	100,847	98,116	92,274
Interest expense, net	22,214	23,971	26,146
Earnings before income taxes	78,633	74,145	66,128
Income taxes	26,313	22,944	22,177
Net earnings from continuing operations	52,320	51,201	43,951
(Loss) earnings from discontinued operations, net of taxes	(183)	19,270	5,876
Net earnings	$ 52,137	$ 70,471	$ 49,827

	% of Net Sales Fiscal Year			% Change	
	2007	2006	2005	'06-'07	'05-'06
Net sales	100.0%	100.0%	100.0%	1.8%	5.0%
Cost of goods sold	60.3%	61.1%	61.8%	0.5%	3.7%
Gross profit	39.7%	38.9%	38.2%	3.7%	7.1%
Selling, general and administrative	31.6%	30.6%	29.8%	5.3%	7.8%
Amortization of intangible assets	0.6%	0.7%	0.8%	(16.2)%	(11.4)%
Royalties and other operating income	1.5%	1.2%	1.1%	25.2%	9.0%
Operating income	8.9%	8.8%	8.7%	2.8%	6.3%
Interest expense, net	2.0%	2.2%	2.5%	(7.3)%	(8.3)%
Earnings before income taxes	7.0%	6.7%	6.3%	6.1%	12.1%
Income taxes	2.3%	2.1%	2.1%	14.7%	3.5%
Net earnings from continuing operations	4.6%	4.6%	4.2%	2.2%	16.5%
(Loss) earnings from discontinued operations, net of taxes	0.0%	1.7%	0.6%	NM	227.9%
Net earnings	4.6%	6.4%	4.7%	(26.0)%	41.4%

OPERATING GROUPS

Our business is operated through our four operating groups: Tommy Bahama, Ben Sherman, Lanier Clothes and Oxford Apparel. We identify our operating groups based on the way our management organizes the components of our business for purposes of allocating resources and assessing performance. In connection with the close of fiscal 2007 and due in part to changes in our management reporting structure, we reassessed and changed our operating groups for reporting purposes. Leaders of the operating groups report directly to our Chief Executive Officer. All amounts presented below for previous periods have been restated to reflect the revised operating groups.

In Tommy Bahama we design, source and market collections of men's and women's sportswear and related products under brands that including Tommy Bahama, Indigo Palms and Island Soft. Tommy Bahama's products can be found in our own retail stores as well as certain department stores and independent specialty stores throughout the United States. The target consumers of Tommy Bahama are affluent 35 and older men and women who embrace a relaxed and casual approach to daily living. Tommy Bahama also licenses its brands for a wide variety of product categories.

Ben Sherman is a London-based designer, marketer and distributor of branded sportswear and footwear. We also license the Ben Sherman name to third parties for various product categories. Ben Sherman was established in 1963 as an edgy, young men's, "Mod"-inspired shirt brand and has evolved into a global lifestyle brand of apparel and footwear targeted at youthful-thinking men and women ages 19 to 35. We offer a full Ben Sherman sportswear collection as well as tailored clothing, footwear and accessories. Our Ben Sherman products can be found in certain department stores and a variety of independent specialty stores, as well as in our own Ben Sherman retail stores.

Lanier Clothes designs and markets branded and private label men's suits, sportcoats, suit separates and dress slacks across a wide range of price points. Our Lanier Clothes branded products include Nautica, Kenneth Cole (beginning in fiscal 2008), Dockers, Oscar de la Renta, O Oscar (beginning in fiscal 2008) and Geoffrey Beene, all of which are licensed to us by third parties. In fiscal 2006, we acquired the Arnold Brant brand, which is an upscale tailored brand that is intended to blend modern elements of style with affordable luxury. In addition to the branded businesses, we design and source certain private label tailored clothing products. Significant private label brands include Stafford, Alfani, Tasso Elba and Lands' End. Our Lanier Clothes products are sold to national chains, department stores, mass merchants, specialty stores, specialty catalog retailers and discount retailers throughout the United States.

Oxford Apparel produces branded and private label dress shirts, suited separates, sport shirts, dress slacks, casual slacks, outerwear, sweaters, jeans, swimwear, westernwear and golf apparel. We design and source certain private label programs for several customers including programs for Land's End, LL Bean and Eddie Bauer. Owned brands of Oxford Apparel include Oxford Golf, Solitude, Wedge, Kona Wind, Tranquility Bay, Ely, Cattleman and Cumberland Outfitters. Oxford Apparel also owns a two-thirds interest in the entity that in turn owns the Hathaway trademark in the United States and several other countries. Oxford Apparel also licenses from third parties the right to use the Tommy Hilfiger, Dockers and United States Polo Association trademarks for certain apparel products. Our Oxford Apparel products are sold to a variety of department stores, mass merchants, specialty catalog retailers, discount retailers, specialty retailers, "green grass" golf merchants and Internet retailers throughout the United States.

Corporate and Other is a reconciling category for reporting purposes and includes our corporate offices, substantially all financing activities, LIFO inventory accounting adjustments and other costs that are not allocated to the operating groups. LIFO inventory calculations are made on a legal entity basis which does not correspond to our operating group definitions as portions of Lanier Clothes and Oxford Apparel are on the LIFO basis of accounting. Therefore, LIFO inventory accounting adjustments are not allocated to operating groups.

The information below presents certain information about our operating groups:

	Fiscal Year 2007	Fiscal Year 2006	Fiscal Year 2005	Percent Change '06 -'07	Percent Change '05 -'06
	(Dollars in thousands)				
Net Sales					
Tommy Bahama	$ 465,121	$ 409,141	$ 399,658	13.7%	2.4%
Ben Sherman	156,773	166,606	154,105	(5.9)%	8.1%
Lanier Clothes	165,159	180,411	173,168	(8.5)%	4.2%
Oxford Apparel	339,309	352,932	329,333	(3.9)%	7.2%
Corporate and Other	2,545	26	523	NM	(95.0)%
Total	$ 1,128,907	$ 1,109,116	$ 1,056,787	1.8%	5.0%

	Fiscal Year 2007	Fiscal Year 2006	Fiscal Year 2005	Percent Change '06 -'07	Percent Change '05 -'06
	(Dollars in thousands)				
Operating Income					
Tommy Bahama	$ 81,533	$ 71,522	$ 54,128	14.0%	32.1%
Ben Sherman	8,372	10,329	22,305	(18.9)%	(53.7)%
Lanier Clothes	4,238	17,422	21,376	(75.7)%	(18.5)%
Oxford Apparel	22,749	14,556	14,556	56.3%	0.0%
Corporate and Other	(16,045)	(15,713)	(20,091)	(2.1)%	21.8%
Total	$ 100,847	$ 98,116	$ 92,274	2.8%	6.3%

As we changed our reporting of our operating groups in the fourth quarter of fiscal 2007, we have presented quarterly net sales and operating income information for each operating group by quarter for fiscal 2007 (in thousands).

	Fiscal Quarter First	Second	Third	Fourth	Total
Net Sales					
Tommy Bahama	$ 104,148	$ 107,807	$ 119,215	$ 133,951	$ 465,121
Ben Sherman	39,092	43,825	31,090	42,766	156,773
Lanier Clothes	40,682	51,121	36,163	37,193	165,159
Oxford Apparel	99,037	88,121	79,753	72,398	339,309
Corporate and Other	1,119	113	374	939	2,545
Total	$ 284,078	$ 290,987	$ 266,595	$ 287,247	$ 1,128,907

	Fiscal Quarter First	Second	Third	Fourth	Total
Operating Income					
Tommy Bahama	$ 16,835	$ 13,927	$ 22,234	$ 28,537	$ 81,533
Ben Sherman	1,920	4,741	(1,070)	2,781	8,372
Lanier Clothes	2,496	3,721	(357)	(1,622)	4,238
Oxford Apparel	6,195	5,228	4,089	7,237	22,749
Corporate and Other	(4,436)	(2,597)	(5,224)	(3,788)	(16,045)
Total	$ 23,010	$ 25,020	$ 19,672	$ 33,145	$ 100,847

For more details on each of our operating groups, see Note 10 of our consolidated financial statements contained in this report.

FISCAL 2007 COMPARED TO FISCAL 2006

The discussion below compares our results of operations for fiscal 2007 to those in fiscal 2006. Each percentage change provided below reflects the change between these periods unless indicated otherwise.

Net sales increased $19.8 million, or 1.8%, in fiscal 2007 as a result of the changes in sales as discussed below.

Tommy Bahama reported an increase in net sales of $56.0 million, or 13.7%. The increase was primarily due to an increase in unit sales of 16.6% primarily due to growth in Tommy Bahama Relax, Tommy Bahama Golf 18 and Tommy Bahama Swim products and an increase in the total number of retail stores from 59 at June 2, 2006 to 68 at June 1, 2007. These factors were partially offset by a decrease in the average selling price per unit of 3.2%, primarily because our sales of Tommy Bahama products at wholesale grew faster than sales at retail.

Ben Sherman reported a decrease in net sales of $9.8 million, or 5.9%. The decrease was primarily due to a decrease in unit sales of 13.5% resulting from a unit sales decline in the United Kingdom and the United States. This decline was primarily due to the continued weakness in the United Kingdom apparel market through much of fiscal 2007 and our efforts to restrict distribution of Ben Sherman products and decreases inventory levels at retail in the United States. This decrease in unit sales was partially offset by an increase in the average selling price per unit of 8.8%, which was primarily due to an 8.6% increase in the average exchange rate between the United States dollar and the British pound sterling.

Lanier Clothes reported a decrease in net sales of $15.3 million, or 8.5%. The decrease was primarily due to a unit sales decrease of 8.5% primarily due to sluggish demand in the tailored clothing market at retail as well as our difficulty in forecasting demand for the combined operations of Macy's following its merger with May Company and operational issues associated with shifts in sourcing to new locations and repositioning certain of our Lanier Clothes product lines.

Oxford Apparel reported a decrease in net sales of $13.6 million, or 3.9%. The decrease was primarily due to a decrease in the average selling price per unit of 8.0%. This decrease was due to product mix including an increase in the percentage of sales on an FOB Foreign Port basis, which generally have lower sell prices and the exit from certain lines of business. The decrease in the selling price per unit was partially offset by an increase of 4.5% in unit sales, primarily due to new programs in fiscal 2007, including sales of Hathaway branded products.

Gross profit increased 3.7% in fiscal 2007. The increase was due to higher sales, as described above, and higher gross margins. Gross margins increased from 38.9% during fiscal 2006 to 39.7% during fiscal 2007. The increase was primarily due to the increased sales of Tommy Bahama, which has higher gross margins, and decreased sales in the other operating groups. Additionally, we incurred approximately $2.2 million of costs and plant operating losses related to the closure of manufacturing facilities by Oxford Apparel and Lanier Clothes in fiscal 2006.

Our gross profit may not be directly comparable to those of our competitors, as income statement classifications of certain expenses may vary by company.

Selling, general and administrative expenses, or SG&A, increased 5.3% in fiscal 2007. SG&A was 31.6% of net sales in fiscal 2007 compared to 30.6% in fiscal 2006. The increase in SG&A was primarily due to the expenses associated with opening new Tommy Bahama retail stores and the increase in the average currency exchange rate related to our Ben Sherman business in the United Kingdom. Additionally, in fiscal 2007, we recognized approximately $3.3 million in severance costs in Oxford Apparel, Lanier Clothes and Corporate and Other, and in fiscal 2006 we recognized approximately $1.2 million of restructuring costs primarily related to the consolidation of certain support functions in Oxford Apparel.

Amortization of intangible assets decreased 16.2% in fiscal 2007. The change was primarily due to certain intangible assets acquired as part of our previous acquisitions, which generally have a greater amount of amortization in the earlier periods following the acquisition than later periods. We expect that amortization expense will decrease in future years unless we acquire additional intangible assets with definite lives.

Royalties and other operating income increased 25.2% in fiscal 2007. The increase was primarily due to our share of equity income received from an unconsolidated entity that owns the Hathaway trademark in the United States and several other countries, which was acquired in the first quarter of fiscal 2007, and a pre-tax gain of $2.0 million on the sale of our Monroe, Georgia facility in fiscal 2007.

Operating income increased 2.8% in fiscal 2007 due to the changes discussed below.

Tommy Bahama reported a $10.0 million, or 14.0%, increase in operating income in fiscal 2007. The net increase was primarily due to higher net sales, as discussed above, and a decrease in amortization of intangible assets. This was partially offset by higher SG&A due to the additional Tommy Bahama retail stores opened during fiscal 2007.

Ben Sherman reported a $2.0 million, or 18.9%, decrease in operating income in fiscal 2007. The net decrease was primarily due to the decrease in sales and operating income in the United Kingdom and United States markets which were partially offset by the improved results from our operations in other international markets and the positive impact of foreign currency exchange rates on our earnings from the United Kingdom.

Lanier Clothes reported a $13.2 million, or 75.7%, decrease in operating income in fiscal 2007. The net decrease was primarily due to the sluggish demand in the tailored clothing market and challenging conditions, as discussed above, that resulted in decreased sales and gross margins which included higher inventory markdowns and allowances during fiscal 2007. In fiscal 2007, Lanier Clothes incurred approximately $0.9 million in severance costs, and in fiscal 2006 Lanier Clothes incurred approximately $1.2 million of costs and operating losses related to the closure of a manufacturing facility in Honduras.

Oxford Apparel reported a $8.2 million, or 56.3%, increase in operating income in fiscal 2007. The net increase was primarily due to reduced SG&A resulting from the exit of certain lines of business and a reduction of associated infrastructure, increased equity income from the unconsolidated entity that owns the Hathaway trademark, and a pre-tax gain of $2.0 million from the sale of our Monroe, Georgia facility.

These items were partially offset by the impact of the reduced sales as discussed above. Additionally, in fiscal 2007, we incurred approximately $1.0 million of severance costs in Oxford Apparel, and in fiscal 2006 we recognized approximately $2.2 million of costs related to the closure of manufacturing facilities and the consolidation of certain Oxford Apparel support functions.

The Corporate and Other operating loss increased 2.1% in fiscal 2007. The increase in the operating loss was primarily due to severance costs partially offset by payments we received for certain corporate administrative services we provided to the purchaser of the assets of the Womenswear Group pursuant to a transition services agreement, which will not continue in fiscal 2008.

Interest expense, net decreased 7.3% in fiscal 2007. The decrease in interest expense was due to lower levels of debt during fiscal 2007, partially offset by higher interest rates in fiscal 2007.

Income taxes were at an effective tax rate of 33.5% for fiscal 2007 as compared to 30.9% for fiscal 2006. The fiscal 2006 effective tax rate benefited from the impact of the repatriation of earnings of certain of our foreign subsidiaries and changes in certain contingency reserves. The fiscal 2007 effective tax rate benefited from the reversal of a deferred tax liability in association with a change in our assertion regarding our initial investment in a foreign subsidiary, which is now considered permanently reinvested, partially offset by a change in certain contingency reserves and other adjustments to tax balances arising in prior years. We believe our effective tax rate in fiscal 2008 will approximate 34.0% to 34.5%

Discontinued operations resulted from the disposition of our Womenswear Group operations on June 2, 2006, leading to all Womenswear operations being reclassified to discontinued operations for all periods presented. The decrease in earnings from discontinued operations was primarily due to fiscal 2006 including the full operations and the gain on sale of the Womenswear Group, while fiscal 2007 only included incidental items related to the Womenswear Group.

FISCAL 2006 COMPARED TO FISCAL 2005

The discussion below compares our results of operations for fiscal 2006 to those in fiscal 2005. Each percentage change provided below reflects the change between these periods unless indicated otherwise.

Net sales increased by $52.3 million, or 5.0%, in fiscal 2006. The increase was primarily due to an increase in the average selling price per unit of 2.3% and an increase in unit sales of 2.1%.

Tommy Bahama reported a $9.5 million, or 2.4%, increase in net sales in fiscal 2006. The increase was due primarily to an average selling price per unit increase of 3.3%, excluding the private label business, resulting from increased retail sales and a higher average selling price per unit on branded wholesale business. The increase in retail sales was primarily due to an increase in the number of retail stores from 53 at the end of fiscal 2005 to 59 at the end of fiscal 2006. The higher average selling price per unit on branded wholesale business was due to lower levels of off-price merchandise during fiscal 2006. The net sales increase was partially offset by Tommy Bahama's exit from the private label business, which accounted for $10.0 million of sales in fiscal 2005 and virtually no sales in fiscal 2006.

Ben Sherman, which we acquired on July 31, 2004, reported a $12.5 million, or 8.1%, increase in net sales in fiscal 2006, primarily due to its inclusion in our results of operations for twelve months in fiscal 2006 as compared to ten months in fiscal 2005. The increase in units sold was partially offset by a decrease in the average selling price per unit which was primarily due to the high level of markdowns and allowances required for our products in fiscal 2006.

Lanier Clothes reported a $7.2 million, or 4.2%, increase in net sales in fiscal 2006. The increase was the result of a 2.5% increase in unit sales and a 1.6% increase in the average selling price per unit. The increase in sales was primarily due to the acquisition of the Arnold Brant business in the second quarter of fiscal 2006. The increase in net sales from Arnold Brant of approximately $11.4 million was partially offset by a decline in net sales in certain branded merchandise of the group.

Oxford Apparel reported a $23.6 million, or 7.2%, increase in net sales in fiscal 2006. The increase was primarily due to a 3.6% increase in the average selling price per unit and a 3.4% increase in units shipped. The increase in unit sales was due to new marketing initiatives, including our Solitude and Wedge brands and certain dress shirt replenishment programs, partially offset by decreases in other replenishment programs. The increase in average selling price per unit was due to product mix.

Gross profit increased 7.1% in fiscal 2006. The increase was due to higher sales and higher gross margins. Gross margins increased from 38.2% of net sales in fiscal 2005 to 38.9% of net sales in fiscal 2006. The increase was primarily due to the increased margins of Tommy Bahama partially offset by the sales increases in the lower-margin Oxford Apparel and Lanier Clothes and the one-time costs of approximately $2.2 million associated with the closure of four manufacturing facilities in Oxford Apparel and Lanier Clothes in fiscal 2006.

Our gross profit may not be directly comparable to those of our competitors, as income statement classifications of certain expenses may vary by company.

Selling, general and administrative expenses, increased 7.8% during fiscal 2006. SG&A was 29.8% of net sales in fiscal 2005 compared to 30.6% of net sales in fiscal 2006. The increase in SG&A was primarily due to:

- the ownership of Ben Sherman, which has a higher SG&A structure than certain of our other operating groups, for twelve months in fiscal 2006 compared to ten months in fiscal 2005;
- additional Tommy Bahama retail stores;
- expenses associated with the start-up of new marketing initiatives in Oxford Apparel;

- costs of approximately $1.2 million associated with the consolidation of certain support functions in Oxford Apparel; and
- operating expenses of the Arnold Brant business in Lanier Clothes which has a higher SG&A structure than the rest of Lanier Clothes.

Amortization of intangible assets decreased 11.4% in fiscal 2006. The decrease was due to certain intangible assets acquired as part of our acquisitions of Tommy Bahama and Ben Sherman, which have a greater amount of amortization in the earlier periods following the acquisition than later periods. This decline was partially offset by recognizing amortization related to the intangible assets acquired in the Ben Sherman transaction for the entire period during the twelve months of fiscal 2006 compared to only ten months in the prior year.

Royalties and other operating income increased 9.0% in fiscal 2006. The increase was primarily due to the benefit of licensing related to Ben Sherman for the entire twelve months of fiscal 2006, as well as higher royalty income from existing and additional licenses for the Tommy Bahama brand.

Operating income increased 6.3% in fiscal 2006 primarily due to the net effect of the following factors:

Tommy Bahama reported an increase of $17.4 million, or 32.1%, in operating income in fiscal 2006. The increase in operating income was primarily due to:

- improvements in gross margins due to higher retail sales, improvements in product sourcing and improved inventory management, which resulted in reduced markdowns;
- exiting the private label business, which produced lower margins; and
- reduced amortization expense related to intangible assets.

Ben Sherman reported a $12.0 million, or 53.7%, decrease in operating income in fiscal 2006. The decline was primarily due to poorly performing product lines, which resulted in markdowns, allowances and returns in fiscal 2006.

Lanier Clothes reported a $4.0 million, or 18.5%, decrease in operating income in fiscal 2006. The decline was primarily due to the closure of manufacturing facilities as discussed above and the operating loss experienced by the Arnold Brant business while it was being integrated into our operations.

Oxford Apparel operating income was relatively flat in fiscal 2006 compared to fiscal 2005. The impact of the sales increase was offset by the closure of manufacturing facilities, consolidation of support functions and streamlining of operations discussed above.

Corporate and Other operating loss decreased $4.4 million, or 21.8%, in fiscal 2006. The decrease in operating loss was primarily due to decreased parent company expenses, including a decrease in incentive compensation.

Interest expense, net decreased 8.3% in fiscal 2006. The decrease in interest expense was primarily due to a non-recurring $1.8 million charge recognized in the first quarter of fiscal 2005 related to the refinancing of our U.S. revolving credit facility in July 2004 and lower debt levels in fiscal 2006, partially offset by higher interest rates during fiscal 2006.

Income taxes were at an effective tax rate of 30.9% for fiscal 2006 compared to 33.5% for fiscal 2005. The fiscal 2006 effect tax rate benefited from the impact of the repatriation of earnings of certain of our foreign subsidiaries and changes in certain contingency reserves. The fiscal 2005 effective tax rate benefited from changes in certain contingency reserves.

Discontinued operations resulted from the disposition of our Womenswear Group operations on June 2, 2006, leading to all Womenswear Group operations being reclassified to discontinued operations for all periods presented and diluted earnings from discontinued operations per common share of $1.08 in fiscal 2006 and $0.34 in fiscal 2005. The increase in earnings from gain on sale and discontinued operations was primarily due to the gain on the sale of our Womenswear Group operations and higher sales in fiscal 2006.

FINANCIAL CONDITION, LIQUIDITY AND CAPITAL RESOURCES

Our primary source of revenue and cash flow is our operating activities in the United States and to some extent the United Kingdom. When cash inflows are less than cash outflows, subject to their terms, we also have access to amounts under our U.S. Revolver and U.K. Revolver, each of which are described below. We may seek to finance future capital investment programs through various methods, including, but not limited to, cash flow from operations, borrowings under our current or additional credit facilities and sales of debt or equity securities.

Our liquidity requirements arise from the funding of our working capital needs, which include inventory, other operating expenses and accounts receivable, funding of capital expenditures, payment of quarterly dividends, repayment of our indebtedness and acquisitions, if any. Generally, our product purchases are acquired through trade letters of credit which are drawn against our lines of credit at the time of shipment of the products and reduce the amounts available under our lines of credit when issued.

Cash and cash equivalents on hand was $36.9 million and $10.5 million at June 1, 2007 and June 2, 2006, respectively.

Operating Activities

During fiscal 2007 and 2006, our continuing operations generated $59.6 million and $81.0 million of cash, respectively. The operating cash flows were primarily the result of earnings from continuing operations for the period adjusted for non-cash activities such as depreciation, amortization and stock compensation expense and changes in our working capital accounts. In fiscal 2007, the significant changes in working capital included higher amounts of inventories and lower current liabilities partially offset by lower receivables and higher non-current liabilities, each as discussed below. In fiscal 2006, the significant changes in working capital included significantly lower levels of inventory and accounts payable.

Our working capital ratio, which is calculated by dividing total current assets by total current liabilities, was 2.35:1 and 1.98:1 at June 1, 2007 and June 2, 2006, respectively. The change was due to the higher levels of cash and inventory on hand and the significant reduction of current liabilities as well as the impact of having no assets and liabilities related to discontinued operations at June 1, 2007.

Receivables were $138.0 million and $144.1 million at June 1, 2007 and June 2, 2006, respectively, representing a decrease of 4%. The decrease was primarily due to lower wholesale sales and higher retail sales in the last two months of fiscal 2007 compared to fiscal 2006. Days' sales outstanding for our accounts receivable, excluding retail sales, was 52 days and 54 days at June 1, 2007 and June 2, 2006, respectively.

Inventories were $137.3 million and $123.6 million at June 1, 2007 and June 2, 2006, respectively, an increase of 11%. Inventory for Tommy Bahama increased primarily due to inventory requirements of our new Tommy Bahama retail stores. Inventory for Lanier Clothes increased due to lower than planned sales which resulted in higher than optimal levels in our replenishment programs and seasonal inventories at June 1, 2007. We expect the inventory levels in Lanier Clothes to stabilize during fiscal 2008. Inventory in Ben Sherman remained relatively consistent with the prior year. Inventory levels in Oxford Apparel decreased as we have refocused the operations of Oxford Apparel towards higher-margin products and discontinued certain programs that previously required a significant inventory investment. Our days supply of inventory on hand related to continuing operations, using a FIFO basis, was 101 and 91 days at June 1, 2007 and June 2, 2006, respectively.

Prepaid expenses were $22.0 million and $20.2 million at June 1, 2007 and June 2, 2006, respectively.

Current liabilities, excluding current liabilities related to discontinued operations of $30.7 million at June 2, 2006, were $142.4 million and $149.6 million at June 1, 2007 and June 2, 2006, respectively. The decrease in current liabilities was primarily due to the a general reduction in accounts payable and accrued expenses partially offset by an increase in the earn-out payable with respect to our acquisition of Tommy Bahama of $10.7 million at June 1, 2007 compared to June 2, 2006.

Non-current deferred income tax liabilities were $75.1 million and $76.6 million at June 1, 2007 and June 2, 2006, respectively. The decrease was primarily a result of changes in property, plant and equipment basis differences, amortization of acquired intangible assets and deferred compensation balances.

Other non-current liabilities, which primarily consist of deferred rent and deferred compensation amounts, were $40.9 million and $30.0 million at June 1, 2007 and June 2, 2006, respectively. The increase was primarily due to the recognition of additional deferred rent during fiscal 2007 as well as the deferral of certain compensation payments to our executives in accordance with our deferred compensation plan.

Current assets and current liabilities related to discontinued operations decreased from the balances at June 2, 2006 as the assets were converted to cash and the liabilities were paid during fiscal 2007.

Investing Activities

During fiscal 2007, investing activities used $51.5 million in cash. We paid approximately $22.7 million related to acquisitions consisting of the fiscal 2006 Tommy Bahama earn-out payment and the acquisition of an ownership interest in an unconsolidated entity that owns the Hathaway trademark in the United States and certain other countries. Additionally, we incurred capital expenditures of $31.3 million, primarily related to new Tommy Bahama and Ben Sherman retail stores in fiscal 2007.

During fiscal 2006, investing activities used $34.6 million in cash. We paid $11.9 million for acquisitions in fiscal 2006 consisting of the fiscal 2005 Tommy Bahama earn-out payment, the payments for the acquisition of the Solitude and Arnold Brant trademarks and related working capital and an investment in an unconsolidated entity that owns a factory in China. Additionally, approximately $25.0 million of capital expenditures were incurred, primarily related to new Tommy Bahama and Ben Sherman retail stores.

Non-current assets including property, plant and equipment, goodwill, intangible assets and other non-current assets increased primarily as a result of the fiscal 2007 and cumulative earn-out payments related to the Tommy Bahama acquisition, capital expenditures for our retail stores and the impact of changes in foreign currency exchange rates. These increases were partially offset by the depreciation of our property, plant and equipment and amortization of our intangible assets and deferred financing costs.

Financing Activities

During fiscal 2007, financing activities used $10.8 million of cash primarily attributable to the payment of approximately $14.4 million of dividends on our common stock, which was partially offset by $4.6 million of cash provided by the exercise of employee stock options.

During fiscal 2006, financing activities used approximately $98.0 million in cash. The cash flow generated from our operating activities in excess of our investments as well as the proceeds from the disposition of the Womenswear Group operations were used to repay amounts on our lines of credit during fiscal 2006. We also received $4.0 million of cash provided from the exercise of employee stock options. These amounts were partially offset by the payment of $9.5 million of dividends on our common shares during fiscal 2006.

On July 27, 2007, our board of directors declared a cash dividend of $0.18 per share payable on August 31, 2007 to shareholders of record on August 15, 2007. That dividend will be the 189th consecutive quarterly dividend we have paid since we became a public company in July 1960. We expect to pay dividends in future quarters. However, we may decide to discontinue or modify dividend payments at any time if we determine that other uses of our capital, including, but not limited to, payment of outstanding debt, repurchases of shares outstanding or funding of future acquisitions, may be in our best interest, if our expectations of future cash flows and future cash needs outweigh the ability to pay a dividend or if the terms of our credit facilities limit our ability to pay dividends. We may borrow to fund dividends in the short-term based on our expectations of operating cash flows in future periods. All cash flow from operations will not necessarily be paid out as dividends in all periods.

Debt was approximately $199.7 million and $200.2 million at June 1, 2007 and June 2, 2006, respectively.

Cash Flows from Discontinued Operations

During fiscal 2007, 2006 and 2005, the Womenswear Group generated cash flow of $28.3 million, $55.8 million and $10.2 million, respectively. The cash flows from discontinued operations for fiscal 2007 were primarily due to the net assets related to the discontinued operations as of June 2, 2006 being converted to cash during the period. The cash flows from discontinued operations for fiscal 2006 and 2005 were due to the earnings of the Womenswear Group in those years, adjusted for any changes in working capital accounts during the year, as well as the proceeds from the disposition of the Womenswear Group operations in fiscal 2006 as discussed in Note 1 of our consolidated financial statements included in this report.

Liquidity and Capital Resources

The table below provides a description of our significant financing arrangements and the amounts outstanding under these financing arrangements (in thousands) at June 1, 2007:

$280 million U.S. Secured Revolving Credit Facility (“U.S. Revolver”), which accrues interest, unused line fees and letter of credit fees based upon a pricing grid tied to certain debt ratios, requires interest payments monthly with principal due at maturity (July 2009), and is collateralized by substantially all the assets of our domestic subsidiaries	$	—
£12 million Senior Secured Revolving Credit Facility (“U.K. Revolver”), which accrues interest at the bank’s base rate plus 1.0%, requires interest payments monthly with principal payable on demand or at maturity (July 2007), and is collateralized by substantially all the United Kingdom assets of Ben Sherman		—
$200 million Senior Unsecured Notes (“Senior Unsecured Notes”), which accrue interest at 8.875% (effective rate of 9.0%), require interest payments semi-annually on June 1 and December 1 of each year, require payment of principal at maturity (June 2011), are subject to certain prepayment penalties, as discussed below, and are guaranteed by our domestic subsidiaries		200,000
Other debt, including capital lease obligations with varying terms and conditions, collateralized by the respective assets		403
Total debt	$	200,403
Unamortized discount on Senior Unsecured Notes		(706)
Short-term debt and current maturities of long-term debt		(403)
Total long-term debt, less current maturities	$	199,294

The U.S. Revolver, the U.K. Revolver and the Senior Unsecured Notes each include certain debt covenant restrictions that require us or our subsidiaries to maintain certain financial ratios that are customary for similar facilities. The U.S. Revolver also includes limitations on certain restricted payments such as earn-outs, payment of dividends and prepayment of debt. As of June 1, 2007, we were compliant with all financial covenants and restricted payment provisions related to our debt agreements.

The U.S. Revolver and U.K. Revolver are used to finance trade letters of credit and standby letters of credit as well as provide funding for other operating activities and acquisitions. As of June 1, 2007, approximately $54.6 million of trade letters of credit and other limitations on availability were outstanding against the U.S. Revolver and the U.K. Revolver. The aggregate net availability under our U.S. Revolver and U.K. Revolver agreements was approximately $245.8 million as of June 1, 2007.

The Senior Unsecured Notes are subject to redemption at any time after June 1, 2007, at our option, in whole or in part, on not less than 30 nor more than 60 days’ prior notice. During the period from June 1, 2007 through May 31, 2008, the amount paid at redemption would be equal to 104.438% of the aggregate principal amount of the Senior Unsecured Notes to be redeemed together with accrued and unpaid interest, if any, to the date of redemption. During the period from June 1, 2008 through May 31, 2009, the amount paid at redemption would be equal to 102.219% of the aggregate principal amount of the Senior Unsecured Notes to be redeemed together with accrued and unpaid interest, if any, to the date of redemption. Subsequent to June 1, 2009, the amount paid at redemption would be equal to 100.000% of the aggregate principal amount of the Senior Unsecured Notes to be redeemed together with accrued and unpaid interest, if any, to the date of redemption.

Our debt to total capitalization ratio was 31% and 33% at June 1, 2007 and June 2, 2006, respectively. The change in this ratio was primarily a result of cash flows from operations during fiscal 2007 and the net assets related to the discontinued operations of the Womenswear Group at June 2, 2006 being converted into cash during fiscal 2007. Our debt level, as well as the ratio of debt to total capitalization, in future years may not be comparable to the balance at June 1, 2007 as we continuously assess and periodically make changes to our capital structure and may make additional acquisitions or investments in the future.

We anticipate that we will be able to satisfy our ongoing cash requirements, which generally consist of working capital needs, capital expenditures (primarily for the opening of additional Tommy Bahama and Ben Sherman retail stores) and interest payments on our debt during the next twelve months, primarily from cash on hand and cash flow from operations supplemented by borrowings under our lines of credit, if necessary. Our need for working capital is typically seasonal with the greatest requirements generally existing from the late second quarter to early fourth quarter of each year as we build inventory for the spring/summer season. Our capital needs will depend on many factors including our growth rate, the need to finance increased inventory levels and the success of our various products.

If appropriate investment opportunities arise that exceed the availability under our existing credit facilities, we believe that we will be able to fund such acquisitions through additional or refinanced debt facilities or the issuance of additional equity. However, our ability to obtain additional borrowings or refinance our credit facilities will depend on many factors, including the prevailing market conditions, our financial condition and our ability to negotiate favorable terms and conditions. There is no assurance that financing would be available on terms that are acceptable or favorable to us, if at all. At maturity of the U.S. Revolver, the U.K. Revolver and the Senior Unsecured Notes, we anticipate that we will be able to refinance the facilities and debt with terms available in the market at that time.

The following table summarizes our contractual cash obligations, as of June 1, 2007, by future period:

	Payments Due by Period				
	Less Than 1 year	1-3 Years	3-5 Years (In thousands)	After 5 Years	Total
Contractual Obligations					
Capital leases	$ 7	$ —	$ —	$ —	$ 7
Senior Unsecured Notes	—	—	200,000	—	200,000
Interest on Senior Unsecured Notes	17,750	35,500	17,750	—	71,000
Short-term debt, including lines of credit	396	—	—	—	396
Operating leases	29,971	60,416	55,266	92,148	237,801
Minimum royalty payments	8,203	11,819	3,955	—	23,977
Letters of credit	54,599	—	—	—	54,599
Contingent purchase price	22,575	—	—	—	22,575
Total	$ 133,501	$ 107,735	$ 276,971	$ 92,148	$ 610,355

The above table does not include our interest payments for our U.S. Revolver as the interest rate, and the amount that will be outstanding during any fiscal year, will be dependent upon future events which are not known at this time.

Our anticipated capital expenditures for the next twelve months are expected to approximate $35 million. These expenditures will consist primarily of the continued expansion of our retail operations of Tommy Bahama and Ben Sherman.

Common Stock Repurchase Program

On August 3, 2006, our board of directors approved a stock repurchase authorization for up to one million shares of our common stock. In accordance with the authorization, we may repurchase our common shares from time to time in privately negotiated or open market transactions. As of June 1, 2007, no shares had been repurchased under this plan.

Off Balance Sheet Arrangements

We have not entered into agreements which meet the SEC's definition of an off balance sheet financing arrangement, other than operating leases, and have made no financial commitments to or guarantees with any unconsolidated subsidiaries or special purpose entities.

CRITICAL ACCOUNTING POLICIES

The discussion and analysis of our financial condition and results of operations are based upon our consolidated financial statements, which have been prepared in accordance with accounting principles generally accepted in the United States. The preparation of these financial statements requires us to make estimates and judgments that affect the reported amounts of assets, liabilities, revenues and expenses and related disclosures. On an ongoing basis, we evaluate our estimates, including those related to receivables, inventories, intangible assets, income taxes, contingencies and litigation and other accrued expenses. We base our estimates on historical experience and on various other assumptions that are not readily apparent from other sources. Actual results may differ from these estimates under different assumptions or conditions. We believe that we have appropriately applied our critical accounting policies. However, in the event that inappropriate assumptions or methods were used relating to the critical accounting policies below, our consolidated statements of earnings could be misstated.

The detailed summary of significant accounting policies is included in Note 1 to our consolidated financial statements contained in this report. The following is a brief discussion of the more significant accounting policies and methods we use.

Revenue Recognition and Accounts Receivable

Our revenue consists of wholesale, retail store and restaurant sales. We consider revenue realized or realizable and earned when the following criteria are met: (1) persuasive evidence of an agreement exists, (2) delivery has occurred, (3) our price to the buyer is fixed and determinable, and (4) collectibility is reasonably assured.

For sales within our wholesale operations, we consider a completed purchase order or some form of electronic communication from the customer requesting the goods persuasive evidence of an agreement. For substantially all of our wholesale sales, our products are considered sold and delivered at the time that the products are shipped as substantially all products are sold based on FOB shipping point terms. This generally coincides with the time that title passes and the risks and rewards of ownership have passed to the customer. For certain transactions in which the goods do not pass through our owned or third distribution centers and title and the risks and rewards of ownership pass at the time the goods leave the foreign port, revenue is recognized at that time. In certain cases in which we retain the risk of loss during shipment, revenue recognition does not occur until the goods have reached the specified customer. Retail store revenue, net of estimated returns, and restaurant revenues are recorded at the time of sale to consumers. Retail store and restaurant revenues are recorded net of applicable sales taxes in our consolidated statements of earnings.

In the normal course of business we offer certain discounts or allowances to our wholesale customers. Wholesale operations' sales are recorded net of such discounts, allowances, advertising support not specifically relating to the reimbursement for actual advertising expenses by our customers and provisions for estimated returns. As certain allowances and other deductions are not finalized until the end of a season, program or other event which may not have occurred yet, we estimate such discounts and allowances on an ongoing basis considering historical and current trends, projected seasonal results and other factors. We record the discounts, returns and allowances as a reduction to net sales in our consolidated statements of earnings.

In circumstances where we become aware of a specific customer's inability to meet its financial obligations, a specific reserve for bad debts is taken as a reduction to accounts receivable to reduce the net recognized receivable to the amount reasonably expected to be collected. Such amounts are written off at the time that the amounts are not considered collectible. For all other customers, we recognize reserves for bad debts and uncollectible chargebacks based on our historical collection experience, the financial condition of our customers, an evaluation of current economic conditions and anticipated trends. We record such charges and write-offs to selling, general and administrative expenses in our consolidated statements of earnings.

We have determined that gift card balances are unlikely to be redeemed once they have been outstanding for four years and therefore may be recognized as income, subject to applicable laws in certain states. Gift card breakage is included in net sales in our consolidated statements of earnings.

Royalties, which are generally based on the greater of a percentage of the licensee's actual net sales or a contractually determined minimum royalty amount, are recorded based upon the guaranteed minimum levels and adjusted as sales data is received from licensees. We may receive initial payments for the grant of license rights, which are recognized as revenue over the term of the license agreement. Such income is included in royalties and other income in our consolidated statements of earnings.

Inventories

For operating group reporting, inventory is carried at the lower of FIFO cost or market. We continually evaluate the composition of our inventories for identification of distressed inventory. For wholesale inventory, we estimate the amount of goods that we will not be able to sell in the normal course of business and write down the value of these goods. For retail inventory, we provide an allowance for shrinkage and goods expected to be sold below cost. Each of these estimates are based on our historical experience as well as an assessment of the inventory quantity, quality and mix, consumer and retailer preferences and the current market conditions.

For consolidated financial reporting, significant portions of our inventories are valued at the lower of LIFO cost or market. LIFO inventory calculations are made on a legal entity basis which does not correspond to our operating group definitions. Therefore, LIFO inventory accounting adjustments are not allocated to the respective operating groups. As part of LIFO accounting, markdowns for inventory valued at LIFO cost are deferred until the period in which the goods are sold. However, in non-routine circumstances, such as discontinuance of a product line, markdowns below the allocated LIFO reserve are not deferred. Both the LIFO reserve and the markdown deferral are reflected in Corporate and Other for operating group reporting purposes included in Note 10 to our consolidated financial statements and in the results of operations in our Management's Discussion and Analysis of Financial Condition and Results of Operations included in this report.

Goodwill, net

Goodwill is recognized as the amount by which the cost to acquire a company or group of assets exceeds the fair value of assets acquired less any liabilities assumed at acquisition. Such goodwill is allocated to the respective reporting unit at the time of acquisition. Goodwill is not amortized but instead evaluated for impairment annually or more frequently if events or circumstances indicate that the goodwill might be impaired. The evaluation of the recoverability of goodwill includes valuations of each applicable underlying business using fair value techniques and market comparables which may include a discounted cash flow analysis or an independent appraisal. The discount rate used in this analysis is an estimate of the risk adjusted market-based cost of capital. If this analysis indicates an impairment of goodwill balances, the impairment is recognized in the consolidated financial statements.

Intangible Assets, net

At acquisition, we estimate and record the fair value of purchased intangible assets, which primarily consist of trademarks and trade names, license agreements and customer relationships. The fair values of these intangible assets are estimated based on management's assessment as well as independent third party appraisals in some cases. Such valuation may include a discounted cash flow analysis of anticipated revenues or cost savings resulting from the acquired intangible asset using an estimate of a risk-adjusted market-based cost of capital as the discount rate.

Amortization of intangible assets with finite lives, which consist of license agreements, certain trademarks, customer relationships and covenants not to compete, is recognized over their estimated useful lives using a method of amortization that reflects the pattern in which the economic benefits of the intangible assets are consumed or otherwise realized. We amortize our intangible assets with finite lives for periods of up to 20 years. Intangible assets with finite lives are reviewed for impairment periodically if events or changes in circumstances indicate that the carrying amount may not be recoverable. If expected future undiscounted cash flows from operations are less than their carrying amounts, an asset is determined to be impaired and a loss is recorded for the amount by which the carrying value of the asset exceeds its fair value.

Trademarks and other intangible assets with indefinite lives are not amortized but instead evaluated for impairment annually or more frequently if events or circumstances indicate that the intangible asset might be impaired. The evaluation of the recoverability of intangible assets with indefinite lives includes valuations based on a discounted cash flow analysis. The fair values of trademarks are estimated on an annual basis utilizing the relief from royalty method. If this analysis indicates an impairment of an intangible asset with an indefinite useful life, the amount of the impairment is recognized in the consolidated financial statements based on the amount that the carrying value exceeds the estimated fair value of the asset.

Income Taxes

We recognize deferred tax liabilities and assets based on the difference between the financial and tax bases of assets and liabilities using enacted tax rates expected to apply to taxable income in the period in which such amounts are expected to be realized or settled. Our policy is to recognize net deferred tax assets, whose realization is dependent on taxable earnings in future years, when a greater than 50% probability exists that the tax benefits will actually be realized sometime in the future. We also provide for a reserve for items when a greater than 50% probability exists that a tax deduction taken would be disallowed under examination by the taxing authority. No material valuation allowances have been recognized in our financial statements.

RECENT ACCOUNTING PRONOUNCEMENTS

See Note 1 to our consolidated financial statements included in this report for a description of recent accounting pronouncements.

SEASONALITY

Although our various product lines are sold on a year-round basis, the demand for specific products or styles may be highly seasonal. For example, the demand for golf and Tommy Bahama products is higher in the spring and summer seasons. Products are sold prior to each of the retail selling seasons, including spring, summer, fall and holiday. As the timing of product shipments and other events affecting the retail business may vary, results for any particular quarter may not be indicative of results for the full year. The percentage of net sales by quarter for fiscal 2007 was 25%, 26% 24% and 25%, respectively, and the percentage of operating income by quarter for fiscal 2007 was 23%, 25%, 19% and 33%, respectively, which may not be indicative of the distribution in future years.

Item 7A. *Quantitative and Qualitative Disclosures About Market Risk*

Trade Policy Risk

Pursuant to the 1994 Agreement on Textiles and Clothing, quotas among World Trade Organization, or WTO, member countries, including the United States, were eliminated on January 1, 2005. As a result, the international textile and apparel trade is undergoing a significant realignment which is changing our sourcing patterns, could disrupt our supply chain and could put us at a disadvantage to our competitors.

In addition, notwithstanding quota elimination, under the terms of China's WTO accession agreement, the United States and other WTO members may re-impose quotas on specific categories of products in the event it is determined that imports from China have surged or may surge and are threatening to create a market disruption for such categories of products (so called "safeguard quota"). Pursuant to this authority, both the United States and the European Union re-imposed quotas on several important product categories from China during calendar 2005. Subsequent to the imposition of safeguard quotas, both the United States and China negotiated bilateral quota agreements that cover a number of important product categories and will remain in place until December 31, 2008 in the case of the U.S.-China bilateral agreement and until December 31, 2007 in the case of the European Union-China bilateral agreement. The establishment of these quotas could cause disruption in our supply chain. Also, until December 2013, the EU and any other WTO country, can invoke a product specific safeguard mechanism on any such products, including textile and apparel products, that are being imported from China in such increased quantities and under such conditions as to cause or threaten to cause market disruption to the domestic producers as a whole of like or directly competitive products. Relief may come in the form of additional duties or a quota and may remain in place for either two years or three years depending on whether the increase in imports is absolute, or relative, compared to world imports. Any such additional duties or quota could cause disruption in our supply chain as well.

We benefit from duty-free treatment under international trade agreements and regulations such as the North American Free Trade Agreement and the Andean Trade Preference and Drug Eradication Act. The elimination of such treatment or our inability to qualify for such benefits would adversely impact our business and by increasing our cost of goods sold.

Furthermore, under long-standing statutory authority applicable to imported goods in general, the United States may unilaterally impose additional duties: (i) when imported merchandise is sold at less than fair value and causes material injury, or threatens to cause material injury, to the domestic industry producing a comparable product (generally known as "anti-dumping" duties); or (ii) when foreign producers receive certain types of governmental subsidies, and when the importation of their subsidized goods causes material injury, or threatens to cause material injury, to the domestic industry producing a comparable product (generally known as "countervailing" duties). The imposition of anti-dumping or countervailing duties on products we import would increase the cost of those products to us. We may not be able to pass on any such cost increase to our customers.

Interest Rate Risk

We are exposed to market risk from changes in interest rates on our indebtedness, which could impact our financial condition and results of operations in future periods. Our objective is to limit the impact of interest rate changes on earnings and cash flow, primarily through a mix of fixed and variable rate debt. This assessment also considers our need for flexibility in our borrowing arrangements resulting from the seasonality of our business, among other factors. We continuously monitor interest rates to consider the sources and terms of our borrowing facilities in order to determine whether we have achieved our interest rate management objectives.

As of June 1, 2007, we did not have any debt outstanding subject to variable interest rates. Our average variable rate borrowings for fiscal 2007 were $8.1 million, with an average interest rate of 8.1% during the period. Our lines of credit are based on variable interest rates in order to provide the necessary borrowing flexibility we require. To the extent that the amounts outstanding under our variable rate lines of credit change, our exposure to changes in interest rates would also change. If our average interest rate for fiscal 2007 increased by 100 basis points, our interest expense would have been approximately $0.1 million higher during the fiscal year. Interest expense in fiscal 2007 may not be indicative of interest expense in future years, particularly if we acquire additional businesses or change our capital structure.

At June 1, 2007, we had approximately $199.3 million of fixed rate debt and capital lease obligations outstanding with substantially all the debt, consisting of our Senior Unsecured Notes, having an effective interest rate of 9.0% and maturing in June 2011. Such agreements may result in higher interest expense than could be obtained under variable interest rate arrangements in certain periods, but are primarily intended to provide long-term financing of our capital structure and minimize our exposure to increases in interest rates. A change in the market interest rate impacts the fair value of our fixed rate debt but has no impact on interest incurred or cash flows.

None of our debt was entered into for speculative purposes. We generally do not engage in hedging activities with respect to our interest rate risk and do not enter into such transactions on a speculative basis.

Foreign Currency Risk

To the extent that we have assets and liabilities, as well as operations, denominated in foreign currencies that are not hedged, we are subject to foreign currency transaction and translation gains and losses. We view our foreign investments as long-term and as a result we generally do not hedge such foreign investments. We do not hold or issue any derivative financial instruments related to foreign currency exposure for speculative purposes.

We receive United States dollars for most of our product sales. Less than 15% of our net sales during fiscal 2007 were denominated in currencies other than the United States dollar. These sales primarily relate to Ben Sherman sales in the United Kingdom and Europe. With the United States dollar trading at a weaker position than it has historically traded versus the pound sterling and the Canadian dollar, a strengthening United States dollar could result in lower levels of sales and earnings in our consolidated statements of earnings in future periods, although the sales in foreign currencies could be equal to or greater than amounts as previously reported. Based on our fiscal 2007 sales denominated in foreign currencies, if the dollar had strengthened by 5% in fiscal 2007, we would have experienced a decrease in sales of approximately $6.0 million.

Substantially all of our inventory purchases from contract manufacturers throughout the world are denominated in United States dollars. Purchase prices for our products may be impacted by fluctuations in the exchange rate between the United States dollar and the local currencies of the contract manufacturers, which may have the effect of increasing our cost of goods sold in the future. Due to the number of currencies involved and the fact that not all foreign currencies react in the same manner against the United States dollar, we cannot quantify in any meaningful way the potential effect of such fluctuations on future costs. However, we do not believe that exchange rate fluctuations will have a material impact on our inventory costs in future periods.

We may from time to time purchase short-term foreign currency forward exchange contracts to hedge against changes in foreign currency exchange rates, but at June 1, 2007, we have not entered into any such agreements that have not been settled. During fiscal 2007, foreign currency forward exchange contracts outstanding did not exceed $30 million at any time. When such contracts are outstanding, the contracts are marked to market with the offset being recognized in our consolidated statement of earnings or other comprehensive income if the transaction does not or does, respectively, qualify as a hedge in accordance with accounting principles generally accepted in the United States.

Commodity and Inflation Risk

We are affected by inflation and changing prices primarily through the purchase of raw materials and finished goods and increased operating costs to the extent that any such fluctuations are not reflected by adjustments in the selling prices of our products. Also, in recent years, there has been deflationary pressure on selling prices, particularly in our private label businesses. While we have been successful to some extent in offsetting such deflationary pressures through product improvements and lower costs, if deflationary price trends outpace our ability to obtain further price reductions, our profitability may be adversely affected. Inflation/deflation risks are managed by each operating group through selective price increases when possible, productivity improvements and cost containment initiatives. We do not enter into significant long-term sales or purchase contracts and we do not engage in hedging activities with respect to such risk.

Item 8. ***Financial Statements and Supplementary Data***

OXFORD INDUSTRIES, INC.

CONSOLIDATED BALANCE SHEETS

	June 1, 2007	June 2, 2006
	(In thousands, except par amounts)	
ASSETS		
Current Assets:		
Cash and cash equivalents	$ 36,882	$ 10,479
Receivables, net	138,035	144,079
Inventories	137,333	123,594
Prepaid expenses	21,991	20,214
Current assets related to discontinued operations, net	—	59,215
Total current assets	334,241	357,581
Property, plant and equipment, net	87,323	73,663
Goodwill, net	222,430	199,232
Intangible assets, net	234,081	234,453
Other non-current assets, net	30,663	20,666
Total Assets	$ 908,738	$ 885,595
LIABILITIES AND SHAREHOLDERS' EQUITY		
Current Liabilities:		
Trade accounts payable and other accrued expenses	$ 84,385	$ 105,038
Accrued compensation	26,254	26,754
Additional acquisition cost payable	22,575	11,897
Dividends payable	—	2,646
Income taxes payable	8,827	3,138
Short-term debt and current maturities of long-term debt	403	130
Current liabilities related to discontinued operations	—	30,716
Total current liabilities	142,444	180,319
Long-term debt, less current maturities	199,294	200,023
Other non-current liabilities	40,947	29,979
Non-current deferred income taxes	75,108	76,573
Commitments and contingencies		
Shareholders' Equity:		
Preferred stock, $1.00 par value; 30,000 authorized and none issued and outstanding at June 1, 2007 and June 2, 2006	—	—
Common stock, $1.00 par value; 60,000 authorized and 17,843 issued and outstanding at June 1, 2007; and 17,646 issued and outstanding at June 2, 2006	17,843	17,646
Additional paid-in capital	81,611	74,812
Retained earnings	341,369	300,973
Accumulated other comprehensive income	10,122	5,270
Total shareholders' equity	450,945	398,701
Total Liabilities and Shareholders' Equity	$ 908,738	$ 885,595

See accompanying notes.

OXFORD INDUSTRIES, INC.

CONSOLIDATED STATEMENTS OF EARNINGS

	Fiscal 2007	Fiscal 2006	Fiscal 2005
	(In thousands, except per share amounts)		
Net sales	$ 1,128,907	$ 1,109,116	$ 1,056,787
Cost of goods sold	681,147	677,429	653,538
Gross profit	447,760	431,687	403,249
Selling, general and administrative	356,970	339,073	314,413
Amortization of intangible assets	6,405	7,642	8,622
	363,375	346,715	323,035
Royalties and other operating income	16,462	13,144	12,060
Operating income	100,847	98,116	92,274
Interest expense, net	22,214	23,971	26,146
Earnings before income taxes	78,633	74,145	66,128
Income taxes	26,313	22,944	22,177
Net earnings from continuing operations	52,320	51,201	43,951
(Loss) Earnings from discontinued operations, net of taxes	(183)	19,270	5,876
Net earnings	$ 52,137	$ 70,471	$ 49,827
Net earnings from continuing operations per common share:			
Basic	$ 2.96	$ 2.93	$ 2.62
Diluted	$ 2.93	$ 2.88	$ 2.53
(Loss) Earnings from discontinued operations per common share:			
Basic	$ (0.01)	$ 1.10	$ 0.35
Diluted	$ (0.01)	$ 1.08	$ 0.34
Net earnings per common share:			
Basic	$ 2.95	$ 4.03	$ 2.97
Diluted	$ 2.92	$ 3.96	$ 2.87
Weighted average common shares outstanding:			
Basic	17,673	17,492	16,788
Dilution	208	289	562
Diluted	17,881	17,781	17,350
Dividends per common share	$ 0.66	$ 0.57	$ 0.51

See accompanying notes.

OXFORD INDUSTRIES, INC.

CONSOLIDATED STATEMENTS OF SHAREHOLDERS' EQUITY

	Common Stock	Additional Paid-In Capital	Retained Earnings	Accumulated Other Comprehensive Income	Total
			(In thousands)		
Balance, May 28, 2004	$ 16,215	$ 23,673	$ 199,089	$ —	$ 238,977
Comprehensive income:					
Net earnings and other comprehensive income	—	—	49,827	298	50,125
Shares issued under stock plans, net of tax benefit of $1.6 million	184	3,879	—	—	4,063
Compensation expense for stock awards	—	970	—	—	970
Stock issued for acquisition	485	17,396	—	—	17,881
Cash dividends declared	—	—	(8,515)	—	(8,515)
Balance, June 3, 2005	$ 16,884	$ 45,918	$ 240,401	$ 298	$ 303,501
Comprehensive income:					
Net earnings and other comprehensive income	—	—	70,471	4,972	75,443
Shares issued under stock plans, net of tax benefit of $2.2 million	277	5,889	—	—	6,166
Compensation expense for stock awards	—	3,231	—	—	3,231
Stock issued for acquisition	485	19,774	—	—	20,259
Cash dividends declared	—	—	(9,899)	—	(9,899)
Balance, June 2, 2006	$ 17,646	$ 74,812	$ 300,973	$ 5,270	$ 398,701
Comprehensive income:					
Net earnings and other comprehensive income	—	—	52,137	4,852	56,989
Shares issued under stock plans, net of tax benefit of $1.1 million	197	4,398	—	—	4,595
Compensation expense for stock awards	—	2,401	—	—	2,401
Cash dividends declared	—	—	(11,741)	—	(11,741)
Balance, June 1, 2007	$ 17,843	$ 81,611	$ 341,369	$ 10,122	$ 450,945

See accompanying notes.

OXFORD INDUSTRIES, INC

CONSOLIDATED STATEMENTS OF CASH FLOWS

	Fiscal 2007	Fiscal 2006 (In thousands)	Fiscal 2005
Cash Flows From Operating Activities:			
Net earnings from continuing operations	$ 52,320	$ 51,201	$ 43,951
Adjustments to reconcile net earnings from continuing operations to net cash provided by operating activities:			
Depreciation	16,720	15,092	13,321
Amortization of intangible assets	6,405	7,642	8,622
Amortization of deferred financing costs and bond discount	2,465	2,462	4,439
Stock compensation expense	2,401	1,292	907
Loss (gain) on sale of property, plant and equipment	(1,325)	248	(95)
Equity (income) loss	(1,187)	475	(479)
Deferred income taxes	(5,962)	(2,847)	(5,014)
Stock option income tax benefit	—	2,189	1,566
Changes in working capital:			
Receivables	8,075	3,689	(5,412)
Inventories	(12,809)	22,751	(32,025)
Prepaid expenses	(1,687)	(119)	(1,487)
Current liabilities	(17,079)	(27,716)	5,104
Other non-current assets	340	(1,801)	(4,610)
Other non-current liabilities	10,929	6,397	12,455
Net cash provided by operating activities	59,606	80,955	41,243
Cash Flows From Investing Activities:			
Acquisitions, net of cash acquired	(13,260)	(11,501)	(143,727)
Investments in unconsolidated entities	(9,391)	(431)	—
Distributions from unconsolidated entities	—	2,026	—
Purchases of property, plant and equipment	(31,312)	(24,953)	(23,407)
Proceeds from sale of property, plant and equipment	2,496	265	430
Net cash used in investing activities	(51,467)	(34,594)	(166,704)
Cash Flows From Financing Activities:			
Repayment of financing arrangements	(190,349)	(461,326)	(542,473)
Proceeds from financing arrangements	189,315	368,883	624,921
Deferred financing costs paid	—	—	(2,766)
Repurchase of common stock	—	—	—
Proceeds from issuance of common stock	4,595	3,976	2,501
Dividends on common stock	(14,387)	(9,531)	(8,184)
Net cash (used in) provided by financing activities	(10,826)	(97,998)	73,999
Cash Flows From Discontinued Operations:			
Net operating cash flows provided by discontinued operations	28,316	20,417	10,360
Net investing cash flows provided by (used in) discontinued operations	—	35,403	(71)
Net financing cash flows used in discontinued operations	—	—	(60)
Net cash provided by discontinued operations	28,316	55,820	10,229
Net change in cash and cash equivalents	25,629	4,183	(41,233)
Effect of foreign currency translation on cash and cash equivalents	774	(203)	163
Cash and cash equivalents at the beginning of year	10,479	6,499	47,569
Cash and cash equivalents at the end of year	$ 36,882	$ 10,479	$ 6,499
Supplemental disclosure of non-cash investing and financing activities:			
Accrual for additional acquisition cost	$ 22,575	$ 11,897	$ 25,754
Supplemental disclosure of cash flow information:			
Cash paid for interest, net	$ 20,968	$ 26,250	$ 33,531
Cash paid for income taxes	$ 29,336	$ 38,509	$ 21,196

See accompanying notes.

OXFORD INDUSTRIES, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
June 1, 2007

Note 1. Summary of Significant Accounting Policies

Principal Business Activity

We are an international apparel design, sourcing and marketing company that features a diverse portfolio of owned and licensed lifestyle brands, company-owned retail operations, and a collection of private label apparel businesses. Originally founded in 1942 as a Georgia corporation, we have undergone a transformation in recent years as we migrated from our historical domestic manufacturing roots towards a focus on designing, sourcing and marketing apparel products bearing prominent trademarks owned by us.

All references to assets, liabilities, revenues and expenses in these financial statements reflect continuing operations and exclude discontinued operations of our Womenswear Group, as discussed below, unless otherwise indicated.

Fiscal Year

We operate and report our results of operations using a 52/53 week fiscal year ending on the Friday nearest May 31. As used in these financial statements, fiscal 2007, fiscal 2006 and fiscal 2005 refer to our fiscal years ended on June 1, 2007, June 2, 2006 and June 3, 2005, respectively. Fiscal 2005 includes operations for a 53-week period, whereas fiscal 2007 and 2006 each include operations for a 52-week period.

Principles of Consolidation

Our consolidated financial statements include the accounts of Oxford Industries, Inc. and any other entities in which we have a controlling financial interest, including our wholly owned domestic and foreign subsidiaries, or entities that meet the definition of a variable interest entity, of which we are deemed to be the primary beneficiary. In determining whether a controlling financial interest exists, we consider ownership of voting interests, as well as other rights of the investors. The results of operations of acquired businesses are included in our consolidated statements of earnings from the respective dates of the acquisitions. All significant intercompany accounts and transactions are eliminated in consolidation.

We account for investments in which we exercise significant influence, but do not control and have not been determined to be the primary beneficiary, using the equity method of accounting. Significant influence is generally presumed to exist when we own between 20% and 50% of the entity. However, as a matter of policy, if we own a greater than 50% ownership interest in an entity and the minority shareholders hold certain rights that allow them to approve or veto certain major decisions of the business, we would also use the equity method of accounting. Under the equity method of accounting, original investments are recorded at cost, and are subsequently adjusted for our contributions, distributions and share of income or losses of the joint ventures. Allocations of income and loss and distributions by the entity are made in accordance with the terms of the individual joint venture agreements. Our investment accounted for under the equity method are included in other assets, net in our consolidated balance sheets and the related income (loss) is included in royalties and other operating income in our consolidated statements of earnings.

Our total investment in unconsolidated entities which are accounted for under the equity method as of June 1, 2007 and June 2, 2006 was $10.4 million and $0.8 million, respectively. Oxford Apparel continues to own an interest in an entity that owns a manufacturing facility in Asia. During fiscal 2007, Oxford Apparel acquired an interest in an entity which owns certain trademarks, including Hathaway. During the first quarter of fiscal 2006, Paradise Shoe Company, LLC, an entity that sold Tommy Bahama shoes, sold substantially all of its assets and distributed substantially all of the proceeds to its investors resulting in a $0.5 million gain for us, which is included in royalties and other operating income in our consolidated statements of earnings.

Equity income (loss) from our investments in unconsolidated entities totaled $1.2 million, ($0.5) million and $0.5 million during fiscal 2007, fiscal 2006 and fiscal 2005, respectively. During fiscal 2007, 2006 and 2005, we purchased approximately $17.1 million, $11.1 million and $13.6 million, respectively, of inventory from our joint ventures accounted for using the equity method of accounting. The net amount due (to) from the unconsolidated entities accounted for using the equity method of accounting was ($0.5) million and $0.5 million at June 1, 2007 and June 2, 2006, respectively.

Revenue Recognition and Accounts Receivable

Our revenue consists of wholesale, retail store and restaurant sales. We consider revenue realized or realizable and earned when the following criteria are met: (1) persuasive evidence of an agreement exists, (2) delivery has occurred, (3) our price to the buyer is fixed and determinable, and (4) collectibility is reasonably assured.

For sales within our wholesale operations, we consider a completed purchase order or some form of electronic communication from the customer requesting the goods persuasive evidence of an agreement. For substantially all of our wholesale sales, our products are considered sold and delivered at the time that the products are shipped as substantially all products are sold based on FOB shipping point terms. This generally coincides with the time that title passes and the risks and rewards of ownership have passed to the customer. For certain transactions in which the goods do not pass through our owned or third party distribution centers and title and the risks and rewards of ownership pass at the time the goods leave the foreign port, revenue is recognized at that time. In certain cases in which we retain the risk of loss during shipment, revenue recognition does not occur until the goods have reached the specified customer. Retail store revenue, net of estimated returns, and restaurant revenues are recorded at the time of sale to consumers. Retail store and restaurant revenues are recorded net of applicable sales taxes in our consolidated statements of earnings.

In the normal course of business we offer certain discounts or allowances to our wholesale customers. Wholesale operations' sales are recorded net of such discounts, allowances, advertising support not specifically relating to the reimbursement for actual advertising expenses by our customers and provisions for estimated returns. As certain allowances and other deductions are not finalized until the end of a season, program or other event which may not have occurred yet, we estimate such discounts and allowances on an ongoing basis considering historical and current trends, projected seasonal results and other factors. We record the discounts, returns and allowances as a reduction to net sales in our consolidated statements of earnings. As of June 1, 2007 and June 2, 2006, reserve balances for these items were $14.4 million and $17.3 million, respectively.

In circumstances where we become aware of a specific customer's inability to meet its financial obligations, a specific reserve for bad debts is taken as a reduction to accounts receivable to reduce the net recognized receivable to the amount reasonably expected to be collected. Such amounts are written off at the time that the amounts are not considered collectible. For all other customers, we recognize reserves for bad debts and uncollectible chargebacks based on our historical collection experience, the financial condition of our customers, an evaluation of current economic conditions and anticipated trends. We record such charges and write-offs to selling, general and administrative expenses in our consolidated statements of earnings. As of June 1, 2007 and June 2, 2006, bad debt reserve balances were $1.9 million and $3.4 million, respectively.

We have determined that gift card balances are unlikely to be redeemed once they have been outstanding for four years and therefore may be recognized as income, subject to applicable laws in certain states. Gift card breakage is included in net sales in our consolidated statements of earnings.

Royalties, which are generally based on the greater of a percentage of the licensee's actual net sales or a contractually determined minimum royalty amount, are recorded based upon the guaranteed minimum levels and adjusted as sales data is received from licensees. We may receive initial payments for the grant of license rights, which are recognized as revenue over the term of the license agreement. Royalties were $13.3 million,

$13.4 million and $11.5 million during fiscal 2007, 2006 and 2005, respectively. Such income is included in royalties and other income in our consolidated statements of earnings.

Cost of Goods Sold

We include in cost of goods sold all manufacturing, sourcing and procurement costs and expenses incurred prior to or in association with the receipt of finished goods at our distribution facilities. These costs principally include product cost, inbound freight charges, import costs, purchasing costs, internal transfer costs, direct labor, manufacturing overhead, insurance, duties, brokers' fees and consolidators' fees. For retail operations, in-bound freight from our warehouse to our own retail stores is also included.

Our gross margins may not be directly comparable to those of our competitors, as statement of earnings classifications of certain expenses may vary by company.

Selling, General and Administrative Expenses

We include in selling, general and administrative expenses, costs incurred subsequent to the receipt of finished goods at our distribution facilities, such as the cost of inspection, stocking, warehousing, picking and packing, and shipping and handling of goods for delivery to customers. Selling, general and administrative expenses also include product design costs, selling costs, royalty costs, advertising, promotion and marketing expenses, professional fees, other general and administrative expenses and our corporate overhead costs. Additionally, all costs associated with the operations of our retail stores and restaurants, such as labor and occupancy costs, are included in selling, general and administrative expenses.

Distribution network costs, including shipping and handling, are included as a component of selling, general and administrative expenses. In fiscal 2007, 2006 and 2005, distribution network costs, including shipping and handling, included in selling, general and administrative expenses totaled approximately $31.4 million, $28.9 million and $28.3 million, respectively. We generally classify amounts billed to customers for shipping and handling fees as revenues and classify costs related to shipping in selling, general and administrative expenses in our consolidated statements of earnings.

All costs associated with advertising, promoting and marketing of our products are expensed during the periods when the advertisement first shows. Costs associated with cooperative advertising programs under which we agree to make general contributions to the customers' advertising and promotional funds are recorded as a reduction to net sales as recognized. If we negotiate an advertising plan and share in the cost for an advertising plan that is for specific ads run to market specific products purchased by the customer from us, and the customer is required to provide proof that the advertisement was run, such costs are recognized as selling, general and administrative expenses. Advertising, promotions and marketing expenses included in selling, general and administrative expense in fiscal 2007, 2006 and 2005 were $25.2 million, $26.4 million and $26.9 million, respectively. Prepaid advertising, promotions and marketing expenses related to continuing operations included in prepaid expenses in our consolidated balance sheets as of June 1, 2007 and June 2, 2006 were $1.6 million and $1.4 million, respectively.

Royalty expenses related to continuing operations recognized as selling, general and administrative expense in fiscal 2007, 2006 and 2005 were $8.8 million, $10.4 million and $9.2 million, respectively. Such amounts are dependent upon sales of our products which we sell pursuant to the terms of a license agreement with another party.

Cash and Cash Equivalents

We consider cash equivalents to be short-term investments with original maturities of three months or less for purposes of our consolidated statements of cash flows.

Inventories

For operating group reporting, inventory is carried at the lower of FIFO cost or market. We continually evaluate the composition of our inventories for identification of distressed inventory. For wholesale inventory, we estimate the amount of goods that we will not be able to sell in the normal course of business and write down the value of these goods. For retail inventory, we provide an allowance for shrinkage and goods expected to be sold below cost. Each of these estimates are based on our historical experience as well as an assessment of the inventory quantity, quality and mix, consumer and retailer preferences and the current market conditions.

For consolidated financial reporting, significant portions of our inventories are valued at the lower of LIFO cost or market. LIFO inventory calculations are made on a legal entity basis which does not correspond to our operating group definitions. Therefore, LIFO inventory accounting adjustments are not allocated to the respective operating groups. As part of LIFO accounting, markdowns for inventory valued at LIFO cost are deferred until the period in which the goods are sold. However, in non-routine circumstances, such as discontinuance of a product line, markdowns below the allocated LIFO reserve are not deferred. Both the LIFO reserve and the markdown deferral are reflected in Corporate and Other for operating group reporting purposes included in Note 10.

During fiscal 2006, we adopted Financial Accounting Standards Board, or FASB, Statement No. 151 “Inventory Costs, an Amendment of ARB No. 43 Chapter 4” (“FAS 151”). FAS 151 requires that items such as idle facility expense, excessive spoilage, double freight, and re-handling be recognized as current-period charges rather than being included in inventory regardless of whether the costs meet the criterion of abnormal as defined in ARB No. 43. The adoption of FAS 151 did not have a material impact on our consolidated financial statements.

Property, Plant and Equipment, net

Property, plant and equipment, including any assets under capital leases and our assets paid for by landlords as a tenant improvement allowance, is carried at cost less accumulated depreciation. Additions are capitalized while repair and maintenance costs are charged to operations as incurred. Depreciation is calculated using both straight-line and accelerated methods generally over the estimated useful lives of the assets as follows:

Buildings and improvements	7 - 50 years
Machinery and equipment	2 - 15 years
Leasehold improvements	Lesser of remaining life of the asset or lease term

Property, plant and equipment is reviewed periodically for impairment if events or changes in circumstances indicate that the carrying amount may not be recoverable. If expected future undiscounted cash flows from operations are less than their carrying amounts, an asset is determined to be impaired and a loss is recorded for the amount by which the carrying value of the asset exceeds its fair value. During fiscal 2007, 2006 and 2005, we did not recognize any material impairment charges for property, plant and equipment.

Goodwill, net

Goodwill is recognized as the amount by which the cost to acquire a company or group of assets exceeds the fair value of assets acquired less any liabilities assumed at acquisition. Such goodwill is allocated to the respective reporting unit at the time of acquisition. Goodwill is not amortized but instead evaluated for impairment annually or more frequently if events or circumstances indicate that the goodwill might be impaired. The evaluation of the recoverability of goodwill includes valuations of each applicable underlying business using fair value techniques and market comparables which may include a discounted cash flow analysis or an independent appraisal. The discount rate used in this analysis is an estimate of the risk adjusted market-based cost of capital. If this analysis indicates an impairment of goodwill balances, the impairment is recognized in the consolidated financial statements.

We test goodwill for impairment as of the first day of the fourth quarter, which coincides with the timing of our annual budgeting process that is used in estimating future cash flows for the analysis. No impairment of goodwill was identified during fiscal 2007, 2006 or 2005.

Intangible Assets, net

At acquisition, we estimate and record the fair value of purchased intangible assets, which primarily consist of trademarks and trade names, license agreements and customer relationships. The fair values of these intangible assets are estimated based on management's assessment as well as independent third party appraisals in some cases. Such valuation may include a discounted cash flow analysis of anticipated revenues or cost savings resulting from the acquired intangible asset using an estimate of a risk-adjusted market-based cost of capital as the discount rate.

Amortization of intangible assets with finite lives, which consist of license agreements, certain trademarks, customer relationships and covenants not to compete, is recognized over their estimated useful lives using a method of amortization that reflects the pattern in which the economic benefits of the intangible assets are consumed or otherwise realized. We amortize our intangible assets with finite lives for periods of up to 20 years. Intangible assets with finite lives are reviewed for impairment periodically if events or changes in circumstances indicate that the carrying amount may not be recoverable. If expected future undiscounted cash flows from operations are less than their carrying amounts, an asset is determined to be impaired and a loss is recorded for the amount by which the carrying value of the asset exceeds its fair value. No impairment charges for intangible assets with finite lives were recognized during fiscal 2007, 2006 or 2005.

Trademarks and other intangible assets with indefinite lives are not amortized but instead evaluated for impairment annually or more frequently if events or circumstances indicate that the intangible asset might be impaired. The evaluation of the recoverability of intangible assets with indefinite lives includes valuations based on a discounted cash flow analysis. The fair values of trademarks are estimated on an annual basis utilizing the relief from royalty method. If this analysis indicates an impairment of an intangible asset with an indefinite useful life, the amount of the impairment is recognized in the consolidated financial statements based on the amount that the carrying value exceeds the estimated fair value of the asset.

We test intangible assets with indefinite lives for impairment as of the first day of the fourth quarter, which coincides with the timing of our annual budgeting process that is used in estimating future cash flows for the analysis. No impairment of intangible assets with indefinite lives was identified during fiscal 2007, 2006 and 2005.

Prepaid Expenses and Other Non-Current Assets, net

Amounts included in prepaid expenses primarily consist of prepaid operating expenses including rent, taxes, insurance and royalties. Other non-current assets primarily consist of investments in joint ventures which are accounted for on the equity method, deferred financing costs and investments related to our deferred compensation plans.

Deferred financing costs are amortized on a straight-line basis, which approximates an effective interest method over the life of the related debt. Amortization expense for deferred financing costs, which is included in interest expense in the consolidated statements of earnings was $2.3 million, $2.3 million and $4.3 million during fiscal 2007, 2006 and 2005, respectively. In fiscal 2005, approximately $1.8 million of unamortized deferred financing costs were written off as a result of an amendment to certain of our financing arrangements and were included in the amortization expense amount above. Unamortized deferred financing costs totaled approximately $6.6 million and $8.9 million at June 1, 2007 and June 2, 2006, respectively.

Deferred license fees are amortized over the life of the related license agreement.

Investments held for our deferred compensation plans, consist of marketable securities and insurance contracts. These securities approximate the participant-directed investment selections underlying the deferred compensation liabilities. These investments, which are held in an irrevocable trust, are recorded at fair value based on quoted prices in an active market or based on valuations provided by insurance carriers. Realized and unrealized gains and losses on these investments are recorded in our consolidated statements of earnings and substantially offset the changes in deferred compensation liabilities to participants resulting from changes in market values. The total fair value of these investments as of June 1, 2007 and June 2, 2006 was $11.1 million and $8.5 million, respectively.

Trade Accounts Payable, Accrued Compensation and Other Accrued Expenses

Liabilities for trade accounts payable, accrued compensation and other accrued expenses are carried at cost which is the fair value of the consideration expected to be paid in the future for goods and services received whether or not billed to us. Accruals for employee insurance and workers compensation, which are included in accounts payable and other accrued expenses in our consolidated balance sheets, include estimated settlements for known claims, as well as accruals for estimates of incurred but not reported claims based on our claims experience and statistical trends.

We are subject to certain claims and assessments related to legal, environmental or tax items in the ordinary course of business. For those matters where it is probable that we have incurred a loss and the loss, or range of loss, can be reasonably estimated, we have recorded reserves in the consolidated financial statements. In other instances, because of the uncertainties related to both the probable outcome and amount or range of loss, we are unable to make a reasonable estimate of a liability, if any, and therefore have not recorded a reserve. As additional information becomes available, we adjust our assessment and estimates of such liabilities accordingly.

Dividends

Dividends are accrued at the time that the dividend is declared by our board of directors. During fiscal 2007, dividends were paid before the end of the quarter in which they were declared, but in prior years dividends were paid subsequent to the end of the quarter.

Other Comprehensive Income

Other comprehensive income includes all changes in equity from non-owner sources such as foreign currency translation adjustments. During fiscal 2007, 2006 and 2005, foreign currency translation adjustments were the only items recorded in other comprehensive income.

Foreign Currency Translation

Assets and liabilities denominated in amounts other than the functional currency are remeasured into the functional currency at the rate of exchange in effect on the balance sheet date and income and expenses are remeasured at the average rates of exchange prevailing during the reporting period. The impact of any such remeasurement is recognized in our consolidated statements of earnings in the respective period. These gains and losses were not material for fiscal 2007, 2006 and 2005. The financial statements of our subsidiaries for which the functional currency is a currency other than the United States dollar are translated into United States dollars at the rate of exchange in effect on the balance sheet date for the balance sheet and at the average rates of exchange prevailing during the period for the statements of earnings. The impact of such translation is recognized in accumulated other comprehensive income in our consolidated balance sheets.

Forward Foreign Exchange Contracts

We are exposed to foreign exchange risk when we purchase or sell goods in foreign currencies. We may enter into short-term forward foreign exchange contracts in the ordinary course of business to mitigate the risk associated with foreign exchange rate fluctuations related to purchases of inventory by certain of our foreign subsidiaries. To date, our forward foreign exchange contracts have not been designated as hedges for accounting purposes, thus the changes in fair value of the derivative instruments are included in earnings. Such contracts have not been entered into for speculative purposes. Unrealized gains and losses on outstanding foreign currency exchange contracts used to mitigate currency risk on future purchases are included in earnings as a component of selling, general and administrative expenses in our consolidated statements of earnings and recognized as an asset or liability in our consolidated balance sheets. Fair values for such contracts are generally obtained from counterparties. Although we did have forward foreign exchange contracts outstanding at times during fiscal 2007, 2006 and 2005, as of June 1, 2007 and June 2, 2006, we did not have any forward foreign exchange contracts outstanding.

Fair Value of Financial Instruments

Our financial instruments consist primarily of cash and cash equivalents, accounts receivable, accounts payable and long-term debt. Given their short-term nature, the carrying amounts of cash and cash equivalents, receivables and accounts payable approximate their fair values. The carrying amounts of our variable rate borrowings approximate their fair value as the interest rate changes with the market rate. The fair value of our fixed rate debt is approximately $208.0 million as of June 1, 2007 based on a discounted cash flow assessment of the required principal and interest payments using a market-based discount rate.

Concentration of Credit Risk and Significant Customers

Our financial instruments that are exposed to concentrations of credit risk consist primarily of accounts receivable, for which the total exposure is limited to the amount recognized in our consolidated balance sheets. We sell our merchandise in all major retail distribution channels across the United States, as well as some distribution channels in other countries. We extend and continuously monitor credit risk based on an evaluation of the customer’s financial condition and credit history and generally require no collateral. Credit risk is impacted by conditions or occurrences within the economy and the retail industry and is principally dependent on each customer’s financial condition. Additionally, a decision by the controlling owner of a group of stores or any significant customer to decrease the amount of merchandise purchased from us or to cease carrying our products could have a material adverse effect on our results of operations in future periods. Macy’s, our largest customer, accounted for 10% of our consolidated net sales in fiscal 2007. No customer accounted for greater than 10% of our consolidated net sales from continuing operations during fiscal 2006 and 2005. Macy’s and Nordstroms accounted for 14% and 13%, respectively, of our consolidated net accounts receivable as of June 1, 2007.

In fiscal 2007, one customer represented 15% of Tommy Bahama net sales. One customer represented 11% of Ben Sherman net sales. Two customers represented 18% and 11% of Oxford Apparel net sales. Two customers represented 27% and 24% of Lanier Clothes net sales.

In fiscal 2006, one customer represented 16% of Tommy Bahama net sales. One customer represented 12% of Ben Sherman net sales. One customer represented 20% of Oxford Apparel net sales. Three customers represented 24%, 24% and 13% of Lanier Clothes net sales.

In fiscal 2005, one customer represented 17% of Tommy Bahama net sales. One customer represented 13% of Ben Sherman net sales. Two customers represented 25% and 11% of Oxford Apparel net sales. Three customers represented 29%, 25% and 18% of Lanier Clothes net sales.

OXFORD INDUSTRIES, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

Leases

In the ordinary course of business we enter into lease agreements for retail, office and warehouse/distribution space, as well as leases for certain plant and equipment. The leases have varying terms and expirations and frequently have provisions to extend, renew or terminate the lease agreement, among other terms and conditions, as negotiated. We assess the lease at inception and determine whether the lease qualifies as a capital or operating lease. Assets leased under capital leases and the related liabilities are included in our consolidated balance sheets in property, plant and equipment and short-term and long-term debt, respectively. Assets leased under operating leases are not recognized as assets and liabilities in our consolidated balance sheets.

When a non-cancelable operating lease includes any fixed escalation clauses, lease incentives for rent holidays or landlord build-out related allowances, rent expense is recognized on a straight-line basis over the initial term of the lease from the date that we take possession of the space. The excess between the average rental amount and amounts currently payable under the lease is recorded in other non-current liabilities on our consolidated balance sheets. Deferred rent as of June 1, 2007 and June 2, 2006 was approximately $25.0 million and $16.0 million, respectively. Contingent rents, including those based on a percentage of retail sales over stated levels, and rental payment increases based on a contingent future event are recognized as the expense is incurred.

Income Taxes

We recognize deferred tax liabilities and assets based on the difference between the financial and tax bases of assets and liabilities using enacted tax rates expected to apply to taxable income in the period in which such amounts are expected to be realized or settled. Our policy is to recognize net deferred tax assets, whose realization is dependent on taxable earnings in future years, when a greater than 50% probability exists that the tax benefits will actually be realized sometime in the future. We also provide for a reserve for items when a greater than 50% probability exists that a tax deduction taken would be disallowed under examination by the taxing authority. No material valuation allowances have been recognized in our financial statements.

We receive a United States income tax benefit upon the exercise of the majority of our employee stock options. The benefit is equal to the difference between the fair market value of the stock at the time of the exercise and the option price, times the approximate tax rate. We have recorded the benefit associated with the exercise of employee stock options as a reduction to income taxes payable. To the extent compensation expense has been recorded, income tax expense is reduced. Any additional benefit is recorded directly to shareholders’ equity in our consolidated balance sheets.

Interest and penalties related to income taxes are recorded in interest and selling, general and administrative expenses in our consolidated statements of earnings, respectively. All periods including and subsequent to fiscal 2004 remain subject to examination by tax authorities.

Discontinued Operations

On June 2, 2006, we sold substantially all of the net assets and operations of our Womenswear Group for approximately $37 million. The results of operations for this business have been reported as discontinued operations in our consolidated statements of earnings. The assets and liabilities related to these discontinued operations have been reclassified to current assets, non-current assets, current liabilities and non-current liabilities related to discontinued operations, as applicable.

Proceeds from the transaction were equivalent to the net tangible assets of the Womenswear Group as of June 2, 2006 which were sold, plus $25 million. We recognized an after-tax gain on sale of the discontinued operations of approximately $10.4 million, which represented the proceeds less the book value of the goodwill related to the Womenswear Group operations of $4.0 million, transaction costs primarily consisting of professional fees of $0.5 million, payments to the employees of the Womenswear Group of approximately $1.9 million, stock compensation costs of approximately $1.8 million related to the modification of certain stock option and restricted stock awards of the employees of the Womenswear Group and income taxes of approximately $6.3 million related to the transaction.

With respect to interest expense, we have allocated interest expense to earnings from discontinued operations based on the net proceeds from the transaction, as well as the proceeds from the settlement of the retained assets and liabilities related to the discontinued operations. All proceeds from the transaction and the conversion of the retained assets were used to repay debt on our U.S. Revolver (as defined in Note 5). Approximately $1.9 million, and $1.8 million of corporate service costs for fiscal 2006 and 2005, respectively, that were allocated to our Womenswear Group prior to its classification as discontinued operations were not classified as discontinued operations, but instead included in Corporate and Other as those corporate costs may continue. The income tax rate used for the tax effect of the discontinued operations is based on the domestic effective rate of Oxford Industries, Inc. as the assets and operations disposed of were primarily domestic operations of that entity and should not be impacted by rates in foreign jurisdictions or rates of other subsidiaries.

As of June 2, 2006, amounts included in current assets related to discontinued operations consisted of approximately $48.2 million of receivables, net and $11.0 million of inventories. During fiscal 2007, we collected the outstanding accounts receivable from our customers and sold the goods-in-transit of our Womenswear Group as of the date of the transaction as the goods were delivered to the purchaser of our Womenswear Group operations. Net sales for our Womenswear Group were $10.8 million, $285.2 million and $256.8 million in fiscal 2007, 2006 and 2005, respectively. Pretax profit recognized in discontinued operations were ($0.3) million, $14.3 million and $9.5 million in fiscal 2007, 2006 and 2005, respectively. Tax expense allocated to discontinued operations, excluding the amount allocated related to the transaction in fiscal 2006, were ($0.1) million, $5.4 million and $3.6 million in fiscal 2007, 2006 and 2005, respectively.

In connection with the transaction, we, among other things, entered into a license agreement with the purchaser pursuant to which we granted a perpetual license (subject to the limitations set forth in the license agreement) to the purchaser to use the trade name “Oxford Collections,” a services agreement with the purchaser pursuant to which we will, for a period of up to 18 months, provide certain transitional support services to the purchaser in its operation of the transferred assets, and a limited non-competition agreement with the purchaser pursuant to which we have agreed (subject to the exceptions set forth in the non-competition agreement) not to engage in certain activities through May 2009.

Stock-Based Compensation

We have certain stock-based employee compensation plans as described in Note 7, which provide for the ability to grant stock options, restricted stock and other stock-based awards to our employees. On June 3, 2006, we adopted FASB Statement No. 123 (revised 2004), “Share-Based Payment” (FAS 123R). FAS 123R supersedes APB Opinion No. 25, “Accounting for Stock Issued to Employees” (APB 25), and amends FASB Statement No. 95, “Statement of Cash Flows.” FAS 123R requires all share-based payments to employees, including grants of employee stock options, to be recognized in the consolidated statements of earnings based on their fair values. Pro forma disclosure is no longer an alternative.

Upon adoption of FAS 123R, we applied the modified prospective transition method. Under this transition method, we (1) did not restate any prior periods and (2) are recognizing compensation expense for all share-based payment awards that were outstanding, but not yet vested, as of June 3, 2006, based upon the same estimated grant-date fair values and service periods used to prepare our pro forma disclosures in prior years. The fair values of these stock options were estimated at the date of the grant using the Black-Scholes option pricing model with the following assumption ranges: risk-free interest rates between 4.565% and 6.510%, dividend yields between 1.28% and 4.87%, volatility factors between 0.2814 and 0.3525, and expected lives of ten years.

In fiscal 2006 and fiscal 2005, we accounted for employee stock compensation using the intrinsic value method. No compensation expense is generally recognized related to stock options using the intrinsic value method because the exercise price of our employee stock option equaled the market price of the underlying stock on the date of grant. To the extent that stock options are modified, which may result in a new measurement date and the recognition of compensation expense, such expense is included in selling, general and administrative expense in our consolidated statements of earnings.

Using the fair value method and the intrinsic value method, compensation expense, with a corresponding entry to additional paid-in capital, is recognized related to the issuance of restricted stock awards which are generally dependent upon us meeting certain performance measures in one year and the employee remaining employed by us for a specified time subsequent to the performance period. The amount of compensation expense recognized over the performance and vesting period is calculated based upon the market value of the shares on the grant date. The compensation expense is recognized on a straight-line basis over the performance period and required service period. To the extent that unvested stock awards are forfeited, the previously recognized expense is reversed.

During fiscal 2007, 2006 and 2005, we recognized stock compensation expense of approximately $2.4 million, $1.3 million and $0.9 million, respectively, in net earnings from continuing operations. During fiscal 2007, this expense consists of approximately $1.4 million related to restricted stock awards, which would have been recognized under the fair value or intrinsic value method and approximately $1.0 million (or $0.7 million after-tax and $0.04 per common share after-tax) related to stock options and our employee stock purchase plan which would not have been expensed under the intrinsic value method. In fiscal 2006, all stock compensation expense included in continuing operations related to restricted stock. In fiscal 2005, $0.5 million and $0.4 million of stock compensation included in continuing operations related to restricted stock and the modification of stock option awards, respectively. The income tax benefit related to the compensation cost was approximately $0.9 million, $0.5 million and $0.3 million during fiscal 2007, 2006 and 2005, respectively. The adoption of FAS 123R resulted in a decrease in cash flow from operations and a increase in cash flow from financing activities of approximately $1.1 million in fiscal 2007.

OXFORD INDUSTRIES, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

The effect on continuing operations and net income of applying the fair value method to our stock option plans in fiscal 2006 and fiscal 2005 is demonstrated below (amounts in thousands, except per share amounts):

	Fiscal 2006	Fiscal 2005
Net earnings from continuing operations, as reported	$ 51,201	$ 43,951
Add: Total stock-based employee compensation expense recognized in continuing operations as determined under intrinsic value method for all awards, net of related tax effects	843	597
Deduct: Total stock-based employee compensation expense to be recognized in continuing operations determined under fair value based method for all awards, net of related tax effects	(1,520)	(1,331)
Pro forma net earnings from continuing operations	$ 50,524	$ 43,217
Basic net earnings from continuing operations per common share as reported	$ 2.93	$ 2.62
Pro forma basic net earnings from continuing operations per common share	$ 2.89	$ 2.57
Diluted net earnings from continuing operations per common share as reported	$ 2.88	$ 2.53
Pro forma diluted net earnings from continuing operations per common share	$ 2.85	$ 2.52
Net earnings as reported	$ 70,471	$ 49,827
Add: Total stock-based employee compensation expense recognized net earnings as determined under intrinsic value method for all awards, net of related tax effects	2,079	639
Deduct: Total stock-based employee compensation expense to be recognized in net earnings determined under fair value based method for all awards, net of related tax effects	(2,854)	(1,486)
Pro forma net earnings	$ 69,696	$ 48,980
Basic net earnings per common share as reported	$ 4.03	$ 2.97
Pro forma basic net earnings per common share	$ 3.98	$ 2.92
Diluted net earnings per common share as reported	$ 3.96	$ 2.87
Pro forma diluted net earnings per common share	$ 3.93	$ 2.85

Earnings Per Share

Basic earnings per share is based on the weighted average number of common shares outstanding during the period without any consideration for the impact of shares which are issuable upon the exercise of a stock option or unvested shares which are contingent upon an employee providing future services.

Diluted earnings per common share includes the effect of all stock options and unvested common shares outstanding during the period using the treasury stock method. The treasury stock method assumes that shares are issued for stock options and restricted shares that are "in the money," and that we use the proceeds of such stock option exercises to repurchase shares at the average market value of our shares for the respective period. For purposes of the treasury stock method, proceeds consist of cash to be paid, future compensation expense to be recognized and the amount of tax benefits, if any, that will be credited to additional paid-in capital assuming exercise of the stock options and vesting of the unvested shares.

For purposes of calculating diluted earnings per share, shares issuable pursuant to any earn-out agreements and any performance based stock awards are included in the calculation as of the first day of the quarter in which the performance criteria is met. During fiscal 2005, approximately 485,000 shares were included in the calculation as of the first day of the fourth quarter, which is the period that the earn-out targets were met, although the shares were not issued until the next fiscal year. No shares related to the fiscal 2007 and 2006 earn-out payment were included in the calculation of diluted shares outstanding as it is our intention to pay the fiscal 2007 earn-out in cash rather than common stock, and we paid the fiscal 2006 earn-out in cash.

Seasonality

Although our various product lines are sold on a year-round basis, the demand for specific products or styles may be highly seasonal. For example, the demand for golf and Tommy Bahama products is higher in the spring and summer seasons. Products are sold prior to each of the retail selling seasons, including spring, summer, fall and holiday. As the timing of product shipments and other events affecting the retail business may vary, results for any particular quarter may not be indicative of results for the full year. The percentage of net sales by quarter for fiscal 2007 was 25%, 26%, 24% and 25%, respectively, and the percentage of operating income by quarter for fiscal 2007 was 23%, 25%, 19% and 33%, respectively, which may not be indicative of the distribution in future years.

Use of Estimates

The preparation of our consolidated financial statements in conformity with accounting principles generally accepted in the United States requires us to make certain estimates and assumptions that affect the amounts reported as assets, liabilities, revenues and expenses in the consolidated financial statements and accompanying notes. Actual results could differ from those estimates.

Recent Accounting Pronouncements

In July 2006, the FASB issued FASB Interpretation No. 48, “Accounting for Uncertainty in Income Taxes” (“FIN 48”). FIN 48 is applicable for fiscal 2008. FIN 48 utilizes a two-step approach for evaluating tax positions. Recognition occurs when an enterprise concludes that a tax position, based solely on its technical merits, is more-likely-than-not to be sustained upon examination. Measurement is only addressed if step one has been satisfied. The tax benefit recorded is measured as the largest amount of benefit, determined on a cumulative probability basis that is more-likely-than-not to be realized upon ultimate settlement. Those tax positions failing to qualify for initial recognition are recognized in the first subsequent interim period they meet the more-likely-than-not standard, or are resolved through negotiation or litigation with the taxing authority, or upon expiration of the statute of limitations. De-recognition of a tax position that was previously recognized would occur when a company subsequently determines that a tax position no longer meets the more-likely-than-not threshold of being sustained. FIN 48 also requires expanded disclosure requirements. We are currently assessing the potential impact of adopting FIN 48.

In September 2006, the FASB issued FASB Statement No. 157 “Fair Value Measurements” (“FAS 157”). FAS 157 is applicable in fiscal 2008. FAS 157 provides enhanced guidance for using fair value measure of assets and liabilities. The standard also requires additional disclosures about the extent to which companies measure assets and liabilities at fair value, the information used to measure fair value and the effect of fair value measurements on earnings. We do not anticipate that the adoption of FAS 157 will have a material impact upon adoption.

In February 2007, the FASB issued FASB Statement No. 159 “The Fair Value Option for Financial Assets and Financial Liabilities” (“FAS 159”). FAS 159 is applicable in fiscal 2009; however, we anticipate adopting FAS 159 in fiscal 2008. FAS 159 permits entities to choose to measure eligible items in the balance sheet at fair value at specified election dates with the unrealized gains and losses recognized in earnings. We do not anticipate that the adoption of FAS 159 will have a material impact upon adoption.

EITF 06-4 “Endorsement Split-Dollar Life Insurance Arrangements” (“EITF 06-4”) was ratified in September 2006 and is effective for all fiscal years beginning after December 15, 2007. EITF 06-4 requires that the post-retirement benefit portion of an endorsement-type split-dollar life insurance policy should be recognized as a liability because the obligation is not effectively settled by the purchase of the life insurance policy. The liability for future benefits would be recognized based on the substantive agreement with the employee (which provides a future death benefit). EITF 06-4 is applicable for fiscal 2008, and we will recognize the effect of this change in accounting principle through a cumulative-effect adjustment to beginning retained earnings as of June 2, 2007. We estimate that the cumulative-effect adjustment will be an increase in liabilities and a reduction of retained earnings of approximately $0.7 million.

Note 2. Inventories

The components of inventories are summarized as follows (in thousands):

	June 1, 2007	June 2, 2006
Finished goods	$ 139,087	$ 125,466
Work in process	12,031	9,774
Fabric, trim and supplies	25,498	26,308
LIFO Reserve	(39,283)	(37,954)
Total inventory	$ 137,333	$ 123,594

As of June 1, 2007, approximately 60% of our inventories are accounted for using the LIFO method.

Note 3. Property, Plant and Equipment, Net

Property, plant and equipment, carried at cost, are summarized as follows (in thousands):

	June 1, 2007	June 2, 2006
Land	$ 2,021	$ 2,045
Buildings	26,717	29,606
Machinery and equipment	70,445	64,016
Leasehold improvements	79,948	63,430
Subtotal	179,131	159,097
Less accumulated depreciation and amortization	(91,808)	(85,434)
Total property, plant and equipment, net	$ 87,323	$ 73,663

Note 4. Goodwill and Intangible Assets

Intangible assets by category are summarized below (in thousands):

	June 1, 2007	June 2, 2006
Intangible assets with finite lives:		
Gross carrying amount:		
License agreements	$ 21,309	$ 21,114
Customer relationships	19,757	19,603
Trademarks	4,827	—
Covenant not to compete	460	460
Subtotal	46,353	41,177
Accumulated amortization:		
License agreements	(16,617)	(12,207)
Customer relationships	(12,384)	(10,677)
Trademarks	(149)	—
Covenant not to compete	(460)	(345)
Subtotal	(29,610)	(23,229)
Total intangible assets with finite lives, net	16,743	17,948
Intangible assets with indefinite lives:		
Trademarks	217,338	216,505
Total intangible assets, net	$ 234,081	$ 234,453

During fiscal 2007, we determined that certain trademarks previously considered to have an indefinite life have a finite life and reclassified those amounts to trademarks with finite lives above. The useful lives assigned to these trademarks range from 10 to 20 years. Based on the current estimated useful lives assigned to our intangible assets, amortization expense for the twelve months ending May 2008, 2009, 2010, 2011 and 2012 is projected to total $4.7 million, $2.4 million, $2.0 million, $1.7 million and $1.3 million, respectively.

The changes in the carrying amount of goodwill for fiscal 2007, 2006 and 2005, which primarily related to the acquisition of Tommy Bahama in June 2003 and Ben Sherman in July 2004, are as follows (in thousands):

Balance, May 28, 2004	$ 111,434
Ben Sherman acquisition	46,325
Tommy Bahama acquisition fiscal 2005 earn-out	26,331
Other	481
Balance, June 3, 2005	184,571
Tommy Bahama acquisition fiscal 2006 earn-out	12,258
Other	2,403
Balance, June 2, 2006	199,232
Tommy Bahama acquisition fiscal 2007 earn-out and cumulative earn-out	22,264
Other	934
Balance, June 1, 2007	$ 222,430

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The goodwill related to the Ben Sherman and the Tommy Bahama acquisitions were allocated to the Ben Sherman and Tommy Bahama, respectively.

Note 5. Debt

The following table details our debt (in thousands) as of the dates specified:

	June 1, 2007	June 2, 2006
$280 million U.S. Secured Revolving Credit Facility ("U.S. Revolver"), which accrues interest, unused line fees and letter of credit fees based upon a pricing grid which is tied to certain debt ratios, requires interest payments monthly with principal due at maturity (July 2009), and is collateralized by substantially all the assets of the company and its domestic subsidiaries	$ —	$ 900
£12 million Senior Secured Revolving Credit Facility ("U.K. Revolver"), which accrues interest at the bank's base rate plus 1.0%, requires interest payments monthly with principal payable on demand or at maturity (July 2007), and is collateralized by substantially all the United Kingdom assets of Ben Sherman	—	102
$200 million Senior Unsecured Notes ("Senior Unsecured Notes"), which accrue interest at 8.875% (effective interest rate of 9.0%) and require interest payments semi-annually on June 1 and December 1 of each year, require payment of principal at maturity (June 2011), are subject to certain prepayment penalties, and are guaranteed by our domestic subsidiaries	200,000	200,000
Other debt	403	35
Total debt	200,403	201,037
Unamortized discount on Senior Unsecured Notes	(706)	(884)
Short-term debt and current maturities of long-term debt	(403)	(130)
Long-term debt, less current maturities	$ 199,294	$ 200,023

The U.S. Revolver, the U.K. Revolver and the Senior Unsecured Notes each include certain debt covenant restrictions that require us or our subsidiaries to maintain certain financial ratios that are customary for similar facilities. The U.S. Revolver also includes limitations on certain restricted payments such as earn-outs, payment of dividends and prepayment of debt. As of June 1, 2007, we were compliant with all financial covenants and restricted payment clauses related to our debt agreements.

The U.S. Revolver and U.K. Revolver are used to finance trade letters of credit and standby letters of credit as well as provide funding for other operating activities and acquisitions, if any. As of June 1, 2007, approximately $54.6 million of trade letters of credit and other limitations on availability were outstanding against the U.S. Revolver and the U.K. Revolver. The aggregate net availability under our U.S. Revolver and U.K. Revolver agreements was approximately $245.8 million as of June 1, 2007.

The Senior Unsecured Notes are subject to redemption at any time after June 1, 2007, at our option, in whole or in part, on not less than 30 nor more than 60 days' prior notice. During the period from June 1, 2007 through May 31, 2008, the amount paid at redemption would be equal to 104.438% of the aggregate principal amount of the Senior Unsecured Notes to be redeemed together with accrued and unpaid interest, if any, to the date of redemption. During the period from June 1, 2008 through May 31, 2009, the amount paid at redemption would be equal to 102.219% of the aggregate principal amount of the Senior Unsecured Notes to be redeemed together with accrued and unpaid interest, if any, to the date of redemption. Subsequent to June 1, 2009, the amount paid at redemption would be equal to 100.000% of the aggregate principal amount of the Senior Unsecured Notes to be redeemed together with accrued and unpaid interest, if any, to the date of redemption.

The aggregate maturities of debt are as follows (in thousands):

Twelve Months Ending May	
2008	$ 403
2009	—
2010	—
2011	200,000
2012	—
Thereafter	—
	$ 200,403

Note 6. Commitments and Contingencies

We have operating lease agreements for buildings, retail space, sales offices and equipment with varying terms. The aggregate minimum rental commitments for all non-cancelable operating real property leases with original terms in excess of one year are $30.0 million, $30.4 million, $30.0 million, $28.5 million, $26.8 million and $92.1 million for the twelve months ending May 2008, 2009, 2010, 2011, 2012 and thereafter, respectively. Additionally, most leases provide for additional payments of real estate taxes, insurance and other operating expenses applicable to the property which are not included in the aggregate minimum rental commitments above. The total rent expense under all leases related to continuing operations was $37.7 million, $34.3 million and $29.5 million in fiscal 2007, 2006 and 2005, respectively, which includes contingent rent expense of $1.2 million, $1.1 million and $1.0 million during fiscal 2007, 2006 and 2005, respectively.

We are also obligated under certain apparel license and design agreements related to continuing operations to make future minimum payments of $8.2 million, $7.7 million, $4.1 million, $2.7 million and $1.3 million for the twelve months ending May 2008, 2009, 2010, 2011 and 2012, respectively, and none thereafter. These amounts do not include amounts due under arrangements which require a royalty fee or sales commission based on a specified percentage of net sales in future periods.

In a prior fiscal year, we discovered the presence of a hazardous waste on one of our properties. We believe that remedial action will be required, including continued investigation, monitoring and treatment of groundwater and soil. In a prior year, we provided $4.5 million for the remediation of this site, which is included in other non-current liabilities in our consolidated balance sheets. The amount recorded represents our best estimate of the cost to clean up this site based on currently available information. This estimate may change in future periods as more information on the activities required to remediate this site become known.

During fiscal 2007, 2006, 2005 and 2004, the selling stockholders of Tommy Bahama earned the maximum amount specified in the related earn-out agreement as the performance targets were met in each year. All of these amounts have been paid except for the fiscal 2007 earn-out of $12.5 million which will be paid in cash in fiscal 2008. Additionally, as the cumulative earnings exceeded the cumulative targets from the date of acquisition through June 1, 2007, the selling stockholders of Tommy Bahama will receive an additional cash payment of $10.5 million in fiscal 2008 subject to the terms of the earn-out agreement. After considering all payments, the total purchase price for Tommy Bahama was approximately $339.5 million, consisting of $240 million in cash and $10 million in our common stock at closing, approximately $3.4 million in transaction costs and total earn-out payments of $86.1 million, of which $38.4 million was paid in common stock. Other than the payment of the $23.0 million noted above, no additional payments are required to be paid under the earn-out agreement.

Approximately 95% of the total value of the contingent payments, paid to selling stockholders was treated as additional purchase price and recorded as goodwill in our consolidated balance sheets. The remaining 5% of the total value of all consideration that was due and payable under the earn-out agreement has been designated to be paid toward an employee cash bonus plan to be distributed to employees of Tommy Bahama under the terms of the plan. The contingent payments designated toward the employee cash bonus plan were charged to selling, general and administrative expense in our consolidated statements of earnings in the respective period.

Note 7. Stock Options and Restricted Stock Awards

Long-Term Stock Incentive Plan

At June 1, 2007, approximately 0.9 million share awards were available for issuance under our Long-Term Stock Incentive Plan (the "Long-Term Stock Incentive Plan"), which was approved by our shareholders on October 5, 2004. The plan allows us to grant stock-based awards to employees and non-executive directors including stock options, stock appreciation rights, restricted stock and other performance-based benefits. Shares granted under our previous stock incentive plans, the 1992 Stock Option Plan and the 1997 Stock Option Plan continue to be governed under those plans and the individual agreements with respect to provisions relating to exercise, termination and forfeiture. No additional grants are available under the previous plans. Under the previous plans, we typically granted stock options to employees at the end of each fiscal year or at certain other times as determined by the board of directors through December 2003. Stock options were granted with an exercise price equal to the stock's fair market value on the date of grant. The stock options have ten-year terms and vest and become exercisable in increments of 20% on each anniversary from the date of grant.

In fiscal 2005, upon inception of the Long-Term Stock Incentive Plan, we transitioned from the use of options to performance and service based restricted stock awards as the primary vehicle in our stock-based compensation strategy, although we are not prohibited from granting other types of share-based compensation awards. The value of the restricted stock awards are based on the grant-date fair value.

During fiscal 2007 and 2006, we issued restricted stock awards to certain employees and members of our board of directors based on our achievement of certain performance criteria in fiscal 2006 and 2005, respectively. The restricted shares will generally vest three years from the end of the fiscal year in which the awards were earned if the employee is still employed by us on that date. At the time that the shares are issued, the shareholder is entitled to the same dividend and voting rights as other holders of our common stock. The employee is restricted from transferring or selling the restricted shares and forfeits the shares upon the termination of employment prior to the end of the vesting period. The specific provisions of the awards, including exercisability and term of the award, are evidenced by agreements with the employee as determined by the compensation committee. No restricted stock awards were issued for fiscal 2007 as the performance criteria specified at the grant date was not met.

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The table below summarizes the restricted stock award activity for these awards during fiscal 2007 and fiscal 2006:

	Fiscal 2007	Fiscal 2006
Outstanding at June 2, 2006	67,125	—
Issued	40,440	72,225
Vested	(13,536)	(4,725)
Forfeited	(5,119)	(375)
Outstanding at June 1, 2007	88,910	67,125

In addition, in fiscal 2007, 2006 and 2005, we paid a portion of each non-executive directors' compensation by granting restricted stock awards to our non-executive directors. The non-executive directors must complete the current term of service on the board; otherwise, the restricted shares are subject to forfeiture. On the date of grant, the non-executive directors are entitled to the same dividend and voting rights of other holders of our common stock. The non-executive directors are restricted from transferring or selling the restricted shares prior to the end of the vesting period. As of June 1, 2007, approximately 9,000 such awards were outstanding and unvested.

As of June 1, 2007, there was approximately $1.3 million of unrecognized compensation cost related to unvested share-based compensation awards which have been issued. That cost is expected to be recognized through May 2009. The following table summarizes information about the unvested shares as of June 1, 2007.

Restricted Stock Grant	Number of Shares	Market Price on Date of Grant	Vesting Date
Fiscal 2005 Performance Awards	53,475	$ 42	June 2008
Fiscal 2006 Performance Awards	35,435	$ 42	June 2009
	88,910		

A summary of the status of our stock option plans and changes during fiscal 2007, 2006 and 2005 is presented below:

	Fiscal 2007		Fiscal 2006		Fiscal 2005	
	Shares	Weighted Average Exercise Price	Shares	Weighted Average Exercise Price	Shares	Weighted Average Exercise Price
Outstanding, beginning of year	533,180	$ 22	763,380	$ 21	1,003,920	$ 19
Granted	—	—	—	—	—	—
Exercised	(137,290)	20	(179,260)	17	(175,020)	14
Forfeited	(30,940)	28	(50,940)	25	(65,520)	26
Outstanding, end of year	364,950	$ 22	533,180	$ 22	763,380	$ 21
Options exercisable, end of year	216,350		218,460		215,080	

The total intrinsic value for options exercised during fiscal 2007, 2006 and 2005 was approximately $3.3 million, $5.5 million and $4.3 million, respectively. The total fair value for options that vested during fiscal 2007, 2006 and 2005 was approximately $1.8 million, $1.8 million and $1.9 million, respectively. The aggregate intrinsic value for all options outstanding and exercisable at June 1, 2007 was approximately $8.9 million and $5.8 million, respectively. As of June 1, 2007, there was approximately $1.1 million of compensation cost related to unvested stock options, of which $0.8 million and $0.3 million is expected to be recognized in the twelve months ending May 2008 and May 2009, respectively.

The following table summarizes information about stock options outstanding as of June 1, 2007.

Date of Option Grant	Number of Shares	Exercise Price	Grant Date Fair Value	Number Exercisable	Expiration Date
July 13, 1998	21,000	$ 17.83	$ 5.16	21,000	July 13, 2008
July 12, 1999	23,800	13.94	4.70	23,800	July 12, 2009
July 10, 2000	23,670	8.63	2.03	23,670	July 10, 2010
July 16, 2001	26,650	10.73	3.18	26,650	July 16, 2011
July 15, 2002	68,360	11.73	3.25	36,560	July 15, 2012
August 18, 2003	114,320	26.44	11.57	42,120	Aug. 18, 2013
December 16, 2003	87,150	32.75	14.17	42,550	Dec. 16, 2013
	364,950			216,350	

Employee Stock Purchase Plan

On October 5, 2004, our shareholders approved the Employee Stock Purchase Plan (“ESPP”). There are approximately 0.2 million shares of common stock authorized for issuance under the ESPP, which allows for qualified employees to purchase shares on a quarterly basis based on certain limitations with respect to the employee’s salary and other limitations through payroll deductions. There are no vesting or other restrictions on the stock purchased by employees under the ESPP. On the last day of each calendar quarter, the accumulated payroll deductions are applied toward the purchase of our common stock at a price equal to 85% of the market price on that date. Stock compensation expense related to the employee stock purchase plan recognized was $0.2 million, $0.1 million and $0.1 million in fiscal 2007, 2006 and 2005.

Note 8. Income Taxes

The provision (benefit) for income taxes includes the following (in thousands):

	Fiscal 2007	Fiscal 2006	Fiscal 2005
Current:			
Federal	$ 25,514	$ 18,551	$ 21,226
State	2,537	2,560	881
Foreign	2,593	4,680	5,084
	30,644	25,791	27,191
Deferred	(4,331)	(2,847)	(5,014)
Income Taxes	$ 26,313	$ 22,944	22,177

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Reconciliations of the United States federal statutory income tax rates and our effective tax rates are summarized as follows:

	Fiscal 2007	Fiscal 2006	Fiscal 2005
Statutory rate	35.0%	35.0%	35.0%
State income taxes — net of federal income tax benefit	2.0%	1.8%	1.1%
Impact of foreign earnings	(2.4)%	(1.5)%	(1.4)%
Section 965 repatriation	—	(4.0)%	—
Impact of APB 23 assertion	(4.5)%	—	—
Change in contingency reserve	0.9%	(1.0)%	(0.9)%
Other adjustment	2.1%	—	—
Other, net	0.4%	0.6%	(0.3)%
Effective rate for continuing operations	33.5%	30.9%	33.5%

Deferred tax assets and liabilities are comprised of the following (in thousands):

	June 1, 2007	June 2, 2006
Deferred Tax Assets:		
Inventories	$ 1,327	$ 2,003
Accrued compensation and benefits	8,438	6,260
Allowance for doubtful accounts	334	566
Depreciation and amortization	7,317	5,458
Non-current liabilities	1,740	1,709
Deferred rent and lease obligations	1,379	1,952
Other, net	2,616	2,761
Deferred tax assets	23,151	20,709
Deferred Tax Liabilities:		
Acquired intangible assets	82,662	83,048
Foreign	3,728	3,167
Other, net	4,008	3,067
Deferred tax liabilities	90,398	89,282
Net deferred tax (liability) asset	$ (67,247)	$ (68,573)

During the fourth quarter of fiscal 2006, we completed our assessment of earnings to be repatriated under the American Jobs Creation Act of 2004 and repatriated approximately $22.9 million of earnings, which were not previously considered permanently invested outside of the United States. The impact of this repatriation has been included in our tax provision for fiscal 2006. The repatriation of the earnings resulted in a one-time reduction to tax expense of approximately $2.9 million in fiscal 2006.

As of June 1, 2007 and June 2, 2006, we had undistributed earnings of foreign subsidiaries of approximately $13.9 million and $13.4 million, respectively, which have been provided for in our income tax provision as the earnings are not considered permanently invested outside of the United States. If the earnings were repatriated to the United States, the earnings would be subject to United States taxation at that time. The amount of deferred tax liability recognized associated with the undistributed earnings as of June 1, 2007 and June 2, 2006 was approximately $3.7 million and $3.2 million, respectively, which represents the approximate excess of the United States tax liability over the creditable foreign taxes paid that would result from a full remittance of undistributed earnings.

In addition, in accordance with Accounting Principles Board Opinion No. 23 "Accounting for Income Taxes — Special Areas" ("APB 23") we made the determination in the fourth quarter of fiscal 2007 that our original investment in Ben Sherman U.K. is considered to be indefinitely reinvested and accordingly, recorded an income tax benefit to reverse the deferred tax liability previously recorded related to the excess of book over tax basis. Upon distribution of the investment in the form of dividends or otherwise, we would be subject to United States income taxes (subject to an adjustment for foreign tax credits). If the original investment were not permanently reinvested, a deferred tax liability of approximately $3.5 million would have been required. The other adjustment in fiscal 2007 relates to reconciliation adjustments to tax balances arising in prior years.

Note 9. Benefit Plans

We have tax-qualified voluntary retirement savings plans covering substantially all full-time United States employees and other similar plans covering certain foreign employees. If a participant decides to contribute, a portion of the contribution is matched by us. Our expense under these defined contribution plans in fiscal 2007, 2006 and 2005 were $2.8 million, $2.8 million and $2.7 million, respectively.

Additionally, we have certain non-qualified deferred compensation plans offered to a select group of management and highly compensated employees with varying terms and conditions. The plans provide the participants with the opportunity to defer a portion of the participating employee's total compensation in a given plan year, of which a percentage may be matched in accordance with the terms of the respective plan. All deferred amounts vest immediately, but the matching contributions may require up to two years of service prior to vesting. The total expense for our match under these non-qualified deferred compensation plans in fiscal 2007, 2006 and 2005 was approximately $0.3 million, $0.3 million and $0.2 million, respectively. The liabilities associated with the non-qualified deferred compensation plans are included in other non-current liabilities in our consolidated balance sheets and totaled approximately $11.5 million and $9.5 million at June 1, 2007 and June 2, 2006, respectively. We fund these deferred compensation liabilities by making contributions to rabbi trusts or other investments, dependant upon the requirements of the plan. As of June 1, 2007 and June 2, 2006, approximately $9.2 million and $4.9 million, respectively, of these investments were held in a rabbi trust. As of June 1, 2007 and June 2, 2006, the assets, including certain cash set aside for the plans, approximate the liability.

Note 10. Operating Groups

Our business is operated through our four operating groups: Tommy Bahama, Ben Sherman, Lanier Clothes and Oxford Apparel. We identify our operating groups based on the way our management organizes the components of our business for purposes of allocating resources and assessing performance. In connection with the close of fiscal 2007 and due to changes in our management reporting structure, we reassessed and changed our operating groups for reporting purposes. All amounts below have been restated to reflect the revised operating groups. Leaders of the operating groups report directly to our Chief Executive Officer.

In Tommy Bahama we design, source and market collections of men's and women's sportswear and related products under brands that including Tommy Bahama, Indigo Palms and Island Soft. Tommy Bahama's products can be found in our own retail stores as well as certain department stores and independent specialty stores throughout the United States. The target consumers of Tommy Bahama are affluent 35 and older men and women who embrace a relaxed and casual approach to daily living. Tommy Bahama also licenses its brands for a wide variety of product categories.

Ben Sherman is a London-based designer, marketer and distributor of branded sportswear and footwear. We also license the Ben Sherman name to third parties for various product categories. Ben Sherman was established in 1963 as an edgy, young men's, "Mod"-inspired shirt brand and has evolved into a global lifestyle brand of apparel and footwear targeted at youthful-thinking men and women ages 19 to 35. We offer a full Ben Sherman sportswear collection as well as tailored clothing, footwear and accessories. Our Ben Sherman products can be found in certain department stores and a variety of independent specialty stores, as well as in our own Ben Sherman retail stores.

Lanier Clothes designs and markets branded and private label men's suits, sportcoats, suit separates and dress slacks across a wide range of price points. Our Lanier Clothes branded products include Nautica, Kenneth Cole (beginning in fiscal 2008), Dockers, Oscar de la Renta, O Oscar (beginning in fiscal 2008) and Geoffrey Beene, all of which are licensed to us by third parties. In fiscal 2006, we acquired the Arnold Brant brand, which is an upscale tailored brand that is intended to blend modern elements of style with affordable luxury. In addition to the branded businesses, we design and source certain private label tailored clothing products. Significant private label brands include Stafford, Alfani, Tasso Elba and Lands' End. Our Lanier Clothes products are sold to national chains, department stores, mass merchants, specialty stores, specialty catalog retailers and discount retailers throughout the United States.

Oxford Apparel produces branded and private label dress shirts, suited separates, sport shirts, dress slacks, casual slacks, outerwear, sweaters, jeans, swimwear, westernwear and golf apparel. We design and source certain private label programs for several customers including programs for Land's End, LL Bean and Eddie Bauer. Owned brands of Oxford Apparel include Oxford Golf, Solitude, Wedge, Kona Wind, Tranquility Bay, Ely, Cattleman and Cumberland Outfitters. Oxford Apparel also owns a two-thirds interest in the entity that in turn owns the Hathaway trademark in the United States and several other countries. Oxford Apparel also licenses from third parties the right to use the Tommy Hilfiger, Dockers and United States Polo Association trademarks for certain apparel products. Our Oxford Apparel products are sold to a variety of department stores, mass merchants, specialty catalog retailers, discount retailers, specialty retailers, "green grass" golf merchants and Internet retailers throughout the United States.

Corporate and Other is a reconciling category for reporting purposes and includes our corporate offices, substantially all financing activities, LIFO inventory accounting adjustments and other costs that are not allocated to the operating groups. LIFO inventory calculations are made on a legal entity basis which does not correspond to our operating group definitions as portions of Lanier Clothes and Oxford Apparel are on the LIFO basis of accounting. Therefore, LIFO inventory accounting adjustments are not allocated to operating groups. Total assets for Corporate and Other includes the LIFO inventory reserve of $39.3 million and $38.0 million, at June 1, 2007 and June 2, 2006, respectively.

Assets related to the Womenswear Group which were disposed of on June 2, 2006, have been included below to reconcile to total assets in our consolidated balance sheets, but all operating results are not presented as those amounts are included in discontinued operations.

The information below presents certain information about our operating groups included in continuing operations (in thousands):

	Fiscal 2007	Fiscal 2006	Fiscal 2005
Net Sales			
Tommy Bahama	$ 465,121	$ 409,141	$ 399,658
Ben Sherman	156,773	166,606	154,105
Lanier Clothes	165,159	180,411	173,168
Oxford Apparel	339,309	352,932	329,333
Corporate and Other	2,545	26	523
Total	$ 1,128,907	$ 1,109,116	$ 1,056,787

OXFORD INDUSTRIES, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

	Fiscal 2007	Fiscal 2006	Fiscal 2005
Depreciation			
Tommy Bahama	$ 12,036	$ 10,633	$ 9,122
Ben Sherman	2,203	1,462	847
Lanier Clothes	878	1,193	1,353
Oxford Apparel	1,175	1,396	1,635
Corporate and Other	428	408	364
Total	$ 16,720	$ 15,092	$ 13,321
Amortization of Intangible Assets			
Tommy Bahama	$ 2,975	$ 4,170	$ 5,563
Ben Sherman	3,267	3,433	3,020
Lanier Clothes	60	—	—
Oxford Apparel	103	39	39
Corporate and Other	—	—	—
Total	$ 6,405	$ 7,642	$ 8,622
Operating Income			
Tommy Bahama	$ 81,533	$ 71,522	$ 54,128
Ben Sherman	8,372	10,329	22,305
Lanier Clothes	4,238	17,422	21,376
Oxford Apparel	22,749	14,556	14,556
Corporate and Other	(16,045)	(15,713)	(20,091)
Total Operating Income	100,847	98,116	92,274
Interest expense, net	22,214	23,971	26,146
Earnings Before Income Taxes	$ 78,633	$ 74,145	$ 66,128
Purchases of Property, Plant and Equipment			
Tommy Bahama	$ 26,790	$ 16,904	$ 19,953
Ben Sherman	3,837	4,275	2,184
Lanier Clothes	287	228	348
Oxford Apparel	184	2,630	604
Corporate and Other	214	916	318
Total	$ 31,312	$ 24,953	$ 23,407

OXFORD INDUSTRIES, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

	June 1, 2007	June 2, 2006
Assets		
Tommy Bahama	$ 469,414	$ 423,376
Ben Sherman	223,779	212,230
Lanier Clothes	95,184	74,375
Oxford Apparel	96,627	112,325
Corporate and Other	23,734	4,074
Womenswear (discontinued)	—	59,215
Total	$ 908,738	$ 885,595
Goodwill		
Tommy Bahama	$ 168,932	$ 148,342
Ben Sherman	51,651	49,043
Lanier Clothes	—	—
Oxford Apparel	1,847	1,847
Corporate and Other	—	—
Total	$ 222,430	$ 199,232
Intangible Assets, net		
Tommy Bahama	$ 134,023	$ 136,998
Ben Sherman	96,362	93,596
Lanier Clothes	2,347	2,408
Oxford Apparel	1,349	1,451
Corporate and Other	—	—
Total	$ 234,081	$ 234,453

Information for the net book value of our long-lived assets, including property, plant and equipment, goodwill and intangible assets, by geographic area is presented below (in thousands):

	June 1, 2007	June 2, 2006
United States	$ 385,588	$ 354,507
Latin America	4,460	4,859
United Kingdom and Europe	153,544	147,540
Other foreign	242	442
Total	$ 543,834	$ 507,348

Information for the net sales included in continuing operations recognized by geographic area is presented below (in thousands):

	Fiscal 2007	Fiscal 2006	Fiscal 2005
United States and Canada	$ 1,005,925	$ 987,206	$ 942,388
United Kingdom and Europe	122,982	121,910	114,399
Total	$ 1,128,907	$ 1,109,116	$ 1,056,787

Note 11. Related Party Transactions

SunTrust Banks, Inc. and its subsidiaries ("SunTrust") holds shares of our common stock in various fiduciary and agency capacities and as such is a principal shareholder of our common stock. Mr. J. Hicks Lanier, our Chief Executive Officer, is on the board of directors of SunTrust and its Audit Committee. Mr. E. Jenner Wood, III, a board member of Oxford Industries, Inc. was Chairman, President and Chief Executive Officer of SunTrust Bank, Central Group, during fiscal 2007.

We maintain a syndicated credit facility under which subsidiaries of SunTrust served as agent and lender. In fiscal 2007, 2006 and 2005, the services provided and interest and fees paid to SunTrust in connection with such services are set forth below:

Service	Fiscal 2007	Fiscal 2006	Fiscal 2005
Interest and agent fees for our credit facility	$525,000	$1,307,000	$2,999,000
Cash management and senior notes related services	$ 56,000	$ 106,000	$ 133,000
Trustee for deferred compensation plan	$ 8,000	$ 8,000	$ 8,000
Stock transfer agent	$ 2,000	$ 26,000	$ 10,000

Our aggregate payments to SunTrust and its subsidiaries for these services, together with all of the other services described above in this section, did not exceed 1% of our gross revenues during fiscal 2007, 2006 and 2005 or 1% of SunTrust's gross revenues during its fiscal years ended December 31, 2006, 2005 and 2004.

OXFORD INDUSTRIES, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

Note 12. Summarized Quarterly Data (unaudited):

Following is a summary of the quarterly results of continuing operations for the years ended June 1, 2007 and June 2, 2006 (in thousands, except per share amounts):

	Fiscal Quarter				
	First	Second	Third	Fourth	Total
2007					
Net sales	$284,078	$290,987	$266,595	$287,247	$1,128,907
Gross profit	108,111	111,800	108,266	119,583	447,760
Net earnings from continuing operations	11,155	12,145	9,726	19,294	52,320
(Loss) earnings from discontinued operations	(205)	8	14	—	(183)
Net earnings	$ 10,950	$ 12,153	$ 9,740	$ 19,294	$ 52,137
Basic net earnings per common share from continuing operations	$ 0.63	$ 0.69	$ 0.55	$ 1.09	$ 2.96
Diluted net earnings per common share from continuing operations	$ 0.63	$ 0.68	$ 0.54	$ 1.08	$ 2.93
2006					
Net sales	$268,475	$277,903	$275,160	$287,578	$1,109,116
Gross profit	105,715	102,806	109,866	113,300	431,687
Net earnings from continuing operations	11,820	10,177	11,106	18,098	51,201
Earnings from discontinued operations	2,063	831	3,496	12,880	19,270
Net earnings	$ 13,883	$ 11,008	$ 14,602	$ 30,978	$ 70,471
Basic net earnings per common share from continuing operations	$ 0.68	$ 0.58	$ 0.63	$ 1.03	$ 2.93
Diluted net earnings per common share from continuing operations	$ 0.67	$ 0.57	$ 0.63	$ 1.02	$ 2.88

The sum of the four quarterly amounts for fiscal 2007 and 2006 do not necessarily equal the totals for the year then ended due to rounding differences.

The fourth quarter of fiscal 2007 includes severance costs and a gain on sale of a facility which together had the effect of increasing net earnings from continuing operations by $0.7 million. The fourth quarter of fiscal 2006 includes charges for plant closures which had the effect of reducing net income from continuing operations by approximately $1.0 million. In the fourth quarter of fiscal 2007, tax adjustments related to foreign income taxes, tax contingency reserves and other adjustments had the effect of increasing net earnings from continuing operations by approximately $1.1 million. In the fourth quarter of fiscal 2006 foreign income tax and contingency reserve adjustments had the effect of increasing net earnings from continuing operations by approximately $3.7 million.

Note 13. Condensed Consolidating Financial Statements:

Our Senior Unsecured Notes are guaranteed by our wholly owned domestic subsidiaries ("Subsidiary Guarantors"). All guarantees are full and unconditional. Non-guarantors consist of our subsidiaries which are organized outside the United States. Set forth below are our condensed consolidating balance sheets as of June 1, 2007 and June 2, 2006 (in thousands) as well as our condensed consolidating statements of earnings and statements of cash flows for fiscal 2007, 2006 and 2005 (in thousands). We have used the equity method with respect to investments in subsidiaries.

CONDENSED CONSOLIDATING BALANCE SHEETS
June 1, 2007

	Oxford Industries (Parent)	Subsidiary Guarantors	Subsidiary Non-Guarantors	Consolidating Adjustments	Consolidated Total
ASSETS					
Cash and cash equivalents	$ 22,863	$ 1,212	$ 12,807	$ —	$ 36,882
Receivables, net	52,226	61,076	31,184	(6,451)	138,035
Inventories	70,273	52,644	15,114	(698)	137,333
Prepaid expenses	8,808	8,293	4,890	—	21,991
Total current assets	154,170	123,225	63,995	(7,149)	334,241
Property, plant and equipment, net	9,221	68,932	9,170	—	87,323
Goodwill, net	1,847	168,932	51,651	—	222,430
Intangible assets, net	1,349	136,370	96,362	—	234,081
Other non-current assets, net	767,701	150,496	1,346	(888,880)	30,663
Total Assets	$ 934,288	$ 647,955	$ 222,524	$ (896,029)	$ 908,738
LIABILITIES AND SHAREHOLDERS' EQUITY					
Current liabilities	62,163	56,811	29,325	(5,855)	142,444
Long-term debt, less current portion	199,294	—	—	—	199,294
Non-current liabilities	222,114	(184,807)	112,789	(109,149)	40,947
Deferred income taxes	(228)	43,604	31,732	—	75,108
Total shareholders'/invested equity	450,945	732,347	48,678	(781,025)	450,945
Total Liabilities and Shareholders' Equity	$ 934,288	$ 647,955	$ 222,524	$ (896,029)	$ 908,738

OXFORD INDUSTRIES, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

June 2, 2006

	Oxford Industries (Parent)	Subsidiary Guarantors	Subsidiary Non-Guarantors	Consolidating Adjustments	Consolidated Total
ASSETS					
Cash and cash equivalents	$ 5,175	$ 1,134	$ 4,181	$ (11)	$ 10,479
Receivables, net	61,428	57,785	39,009	(14,143)	144,079
Inventories	58,924	50,880	14,546	(756)	123,594
Prepaid expenses	8,959	7,321	3,934	—	20,214
Current assets related to discontinued operations, net	52,065	7,150	—	—	59,215
Total current assets	186,551	124,270	61,670	(14,910)	357,581
Property, plant and equipment, net	11,122	53,648	8,893	—	73,663
Goodwill, net	1,847	148,342	49,043	—	199,232
Intangible assets, net	1,451	139,406	93,596	—	234,453
Other non-current assets, net	677,414	143,790	1,436	(801,974)	20,666
Total Assets	$ 878,385	$ 609,456	$ 214,638	$ (816,884)	$ 885,595
LIABILITIES AND SHAREHOLDERS' EQUITY					
Current liabilities related to continuing operations	70,262	57,872	35,026	(13,557)	149,603
Current liabilities related to discontinued operations	27,813	2,903	—	—	30,716
Long-term debt, less current portion	200,016	7	—	—	200,023
Non-current liabilities	181,845	(154,586)	111,878	(109,158)	29,979
Deferred income taxes	(252)	46,795	30,030	—	76,573
Total shareholders'/invested equity	398,701	656,465	37,704	(694,169)	398,701
Total Liabilities and Shareholders' Equity	$ 878,385	$ 609,456	$ 214,638	$ (816,884)	$ 885,595

OXFORD INDUSTRIES, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

CONDENSED CONSOLIDATING STATEMENTS OF EARNINGS
Fiscal 2007

	Oxford Industries (Parent)	Subsidiary Guarantors	Subsidiary Non-Guarantors	Consolidating Adjustments	Consolidated Total
Net sales	$ 486,851	$ 526,631	$ 155,970	$ (40,545)	$ 1,128,907
Cost of goods sold	378,465	242,452	70,022	(9,792)	681,147
Gross profit	108,386	284,179	85,948	(30,753)	447,760
Selling, general and administrative	92,950	224,900	77,886	(32,361)	363,375
Royalties and other income	2,111	9,328	6,480	(1,457)	16,462
Operating income	17,547	68,607	14,542	151	100,847
Interest (income) expense, net	25,852	(12,067)	8,338	91	22,214
Income from equity investment	59,586	3	—	(59,589)	—
Earnings before income taxes	51,281	80,677	6,204	(59,529)	78,633
Income taxes	(999)	27,209	83	20	26,313
Net earnings from continuing operations	52,280	53,468	6,121	(59,549)	52,320
Earnings (loss) from discontinued operations, net of tax	(183)	(64)	—	64	(183)
Net earnings	$ 52,097	$ 53,404	$ 6,121	$ (59,485)	$ 52,137

OXFORD INDUSTRIES, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

CONDENSED CONSOLIDATING STATEMENTS OF CASH FLOW
Fiscal 2007

	Oxford Industries (Parent)	Subsidiary Guarantors	Subsidiary Non-Guarantors	Consolidating Adjustments	Consolidated Total
Cash Flows From Operating Activities					
Net cash (used in) provided by operating activities	$ (23,760)	$ 73,311	$ 10,055	$ —	$ 59,606
Cash Flows from Investing Activities					
Acquisitions	(12,111)	—	(1,149)	—	(13,260)
Investment in joint venture	—	(9,391)	—	—	(9,391)
Purchases of property, plant and equipment	(659)	(28,847)	(1,806)	—	(31,312)
Proceeds from sale of property, plant and equipment	2,476	20	—	—	2,496
Net cash (used in) provided by investing activities	(10,294)	(38,218)	(2,955)	—	(51,467)
Cash Flows from Financing Activities					
Change in debt	(912)	(17)	(105)	—	(1,034)
Proceeds from issuance of common stock	4,595	—	—	—	4,595
Change in inter-company payable	38,350	(39,218)	857	11	—
Dividends on common stock	(14,387)	—	—	—	(14,387)
Net cash (used in) provided by financing activities	27,646	(39,235)	752	11	(10,826)
Cash Flows from Discontinued Operations					
Net operating cash flows provided by discontinued operations	24,096	4,220	—	—	28,316
Net change in Cash and Cash Equivalents	17,688	78	7,852	11	25,629
Effect of foreign currency translation	—	—	774	—	774
Cash and Cash Equivalents at the Beginning of Year	5,175	1,134	4,181	(11)	10,479
Cash and Cash Equivalents at the End of Year	$ 22,863	$ 1,212	$ 12,807	$ —	$ 36,882

OXFORD INDUSTRIES, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

CONDENSED CONSOLIDATING STATEMENTS OF EARNINGS
Fiscal 2006

	Oxford Industries (Parent)	Subsidiary Guarantors	Subsidiary Non-Guarantors	Consolidating Adjustments	Consolidated Total
Net sales	$ 521,113	$ 481,700	$ 171,723	$ (65,420)	$ 1,109,116
Cost of goods sold	397,939	217,803	78,422	(16,735)	677,429
Gross profit	123,174	263,897	93,301	(48,685)	431,687
Selling, general and administrative	110,073	202,402	78,774	(44,534)	346,715
Royalties and other income	276	7,806	5,359	(297)	13,144
Operating income	13,377	69,301	19,886	(4,448)	98,116
Interest (income) expense, net	30,802	(10,198)	7,520	(4,153)	23,971
Income from equity investment	61,752	12	—	(61,764)	—
Earnings before income taxes	44,327	79,511	12,366	(62,059)	74,145
Income taxes	(7,066)	25,832	4,282	(104)	22,944
Net earnings from continuing operations	51,393	53,679	8,084	(61,955)	51,201
Earnings (loss) from discontinued operations, net of tax	19,270	(3,284)	(2,182)	5,466	19,270
Net earnings	$ 70,663	$ 50,395	$ 5,902	$ (56,489)	$ 70,471

OXFORD INDUSTRIES, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

CONDENSED CONSOLIDATING STATEMENTS OF CASH FLOW
Fiscal 2006

	Oxford Industries (Parent)	Subsidiary Guarantors	Subsidiary Non-Guarantors	Consolidating Adjustments	Consolidated Total
Cash Flows From Operating Activities					
Net cash (used in) provided by operating activities	$ (8,760)	$ 56,628	$ 33,160	$ (73)	$ 80,955
Cash Flows from Investing Activities Acquisitions	(6,930)	(4,571)	—	—	(11,501)
Investment in joint venture	(431)	—	—	—	(431)
Distribution from joint venture	—	2,026	—	—	2,026
Purchases of property, plant and equipment	(3,575)	(19,886)	(1,492)	—	(24,953)
Proceeds from sale of property, plant and equipment	246	19	—	—	265
Dividends received from subsidiary	28,752	—	—	(28,752)	—
Net cash (used in) provided by investing activities	18,062	(22,412)	(1,492)	(28,752)	(34,594)
Cash Flows from Financing Activities Change in debt	(89,248)	(20)	(3,175)	—	(92,443)
Proceeds from issuance of common stock	3,976	—	—	—	3,976
Change in inter-company payable	28,922	(36,547)	7,590	35	—
Dividends on common stock	(9,531)	—	(28,752)	28,752	(9,531)
Net cash (used in) provided by financing activities	(65,881)	(36,567)	(24,337)	28,787	(97,998)
Cash Flows from Discontinued Operations Net operating cash flows provided by discontinued operations	23,638	1,626	(4,847)	—	20,417
Net investing cash flows provided by discontinued operations	35,403	—	—	—	35,403
Net cash provided by (used in) discontinued operations	59,041	1,626	(4,847)	—	55,820
Net change in Cash and Cash Equivalents	2,462	(725)	2,484	(38)	4,183
Effect of foreign currency translation	—	—	(203)	—	(203)
Cash and Cash Equivalents at the Beginning of Year	2,713	1,859	1,900	27	6,499
Cash and Cash Equivalents at the End of Year	$ 5,175	$ 1,134	$ 4,181	$ (11)	$ 10,479

OXFORD INDUSTRIES, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

CONDENSED CONSOLIDATING STATEMENTS OF EARNINGS
Fiscal 2005

	Oxford Industries (Parent)	Subsidiary Guarantors	Subsidiary Non-Guarantors	Consolidating Adjustments	Consolidated Total
Net sales	$ 502,121	$ 461,620	$ 165,137	$ (72,091)	$ 1,056,787
Cost of goods sold	382,436	218,813	75,056	(22,767)	653,538
Gross profit	119,685	242,807	90,081	(49,324)	403,249
Selling, general and administrative	118,534	186,370	71,638	(53,507)	323,035
Royalties and other income	—	6,800	5,260	—	12,060
Operating income	1,151	63,237	23,703	4,183	92,274
Interest (income) expense, net	23,359	(8,789)	6,933	4,643	26,146
Income from equity investment	59,267	82	—	(59,349)	—
Earnings before income taxes	37,059	72,108	16,770	(59,809)	66,128
Income taxes	(7,583)	24,701	4,917	142	22,177
Net earnings from continuing operations	44,642	47,407	11,853	(59,951)	43,951
Earnings from discontinued operations, net of tax	5,786	439	(394)	45	5,876
Net earnings	$ 50,428	$ 47,846	$ 11,459	$ (59,906)	$ 49,827

OXFORD INDUSTRIES, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

CONDENSED CONSOLIDATING STATEMENTS OF CASH FLOW
Fiscal 2005

	Oxford Industries (Parent)	Subsidiary Guarantors	Subsidiary Non-Guarantors	Consolidating Adjustments	Consolidated Total
Cash Flows From Operating Activities					
Net cash (used in) provided by operating activities	$ (51,086)	$ 62,519	$ 19,033	$ 10,777	$ 41,243
Cash Flows from Investing Activities Acquisitions	(144,360)	(29,690)	(138,256)	168,579	(143,727)
Purchases of property, plant and equipment	(1,089)	(20,760)	(1,558)	—	(23,407)
Proceeds from sale of property, plant and equipment	24	406	—	—	430
Dividends from subsidiary	8,018	2,816	—	(10,834)	—
Net cash (used in) provided by investing activities	(137,407)	(47,228)	(139,814)	157,745	(166,704)
Cash Flows from Financing Activities Change in debt	90,266	(109,299)	101,481	—	82,448
Deferred financing costs paid	(2,766)	—	—	—	(2,766)
Proceeds from issuance of common stock	2,501	138,885	29,694	(168,579)	2,501
Change in inter-company payable	53,834	(45,230)	2,148	(10,752)	—
Dividends on common stock	(8,184)	—	(10,834)	10,834	(8,184)
Net cash (used in) provided by financing activities	135,651	(15,644)	122,489	(168,497)	73,999
Cash Flows from Discontinued Operations Net operating cash flows provided by discontinued operations	10,281	774	(695)	—	10,360
Net investing cash flows used in discontinued operations	(71)	—	—	—	(71)
Net financing cash flows used in discontinued operations	(60)	—	—	—	(60)
Net cash provided by (used in) discontinued operations	10,150	774	(695)	—	10,229
Net change in Cash and Cash Equivalents	(42,692)	421	1,013	25	(41,233)
Effect of foreign currency translation	—	—	163	—	163
Cash and Cash Equivalents at the Beginning of Year	45,405	1,438	724	2	47,569
Cash and Cash Equivalents at the End of Year	$ 2,713	$ 1,859	$ 1,900	$ 27	$ 6,499

SCHEDULE II
Oxford Industries, Inc.

Valuation and Qualifying Accounts

Column A	Column B	Column C		Column D	Column E
Description	Balance at Beginning of Period	Additions Charged to Costs and Expenses	Charged to Other Accounts – Describe	Deductions – Describe	Balance at End of Period
			(In thousands)		
Year ended June 1, 2007					
Deducted from asset accounts:					
Accounts receivable reserves	17,294	22,891		(25,804)(iii)	14,381
Allowance for doubtful accounts	3,436	567		(2,085)(ii)	1,918
Year ended June 2, 2006					
Deducted from asset accounts:					
Accounts receivable reserves	16,331	35,354		(34,391)(iii)	17,294
Allowance for doubtful accounts	3,608	340		(512)(ii)	3,436
Year ended June 3, 2005					
Deducted from asset accounts:					
Accounts receivable reserves	9,734	35,484	2,387(i)	(31,274)(iii)	16,331
Allowance for doubtful accounts	3,448	1,263	1,307	(2,410)(ii)	3,608

(i) Addition due to the acquisition of Ben Sherman.

(ii) Principally accounts written off as uncollectible.

(iii) Principally amounts written off related to customer discounts and allowances.

Report of Independent Registered Public Accounting Firm

The Board of Directors and Shareholders
Oxford Industries, Inc.

We have audited the accompanying consolidated balance sheets of Oxford Industries, Inc. as of June 1, 2007 and June 2, 2006, and the related consolidated statements of earnings, shareholders' equity, and cash flows for each of the three years in the period ended June 1, 2007. Our audits also included the financial statement schedule listed in the Index at Item 15(a). These consolidated financial statements and schedule are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements and schedule based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the consolidated financial position of Oxford Industries, Inc. at June 1, 2007 and June 2, 2006, and the consolidated results of their operations and their cash flows for each of the three years in the period ended June 1, 2007, in conformity with U.S. generally accepted accounting principles. Also, in our opinion, the related financial statement schedule, when considered in relation to the basic financial statements taken as a whole, presents fairly in all material respects the information set forth therein.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), the effectiveness of Oxford Industries, Inc.'s internal control over financial reporting as of June 1, 2007, based on criteria established in Internal Control-Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission and our report dated July 30, 2007 expressed an unqualified opinion thereon.

/s/ Ernst & Young LLP

Atlanta, Georgia
July 30, 2007

Item 9. ***Changes in and Disagreements with Accountants on Accounting and Financial Disclosure***

None.

Item 9A. ***Controls and Procedures***

Our Principal Executive Officer and Principal Financial Officer have evaluated the effectiveness of the design and operation of our disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act) as of the end of the period covered by this report. Based upon that evaluation, our Principal Executive Officer and the Principal Financial Officer concluded that, as of the end of the period covered by this report, our disclosure controls and procedures were effective in ensuring that information required to be disclosed by us in our Securities Exchange Act reports is recorded, processed, summarized and reported within the time periods specified in the SEC's rules and forms, and that such information is accumulated and communicated to our management, including our Principal Executive Officer and Principal Financial Officer, as appropriate, to allow timely decisions regarding required disclosure.

There have not been any significant changes in our internal controls over financial reporting (as such term is defined in Rule 13a-15(f) and 15d-15(f) under the Securities Exchange Act) during the quarter ended June 1, 2007 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

Report of Management on Internal Control Over Financial Reporting

Our management is responsible for establishing and maintaining adequate internal control over financial reporting, as defined under Exchange Act Rules 13a-15(f) and 15d-15(f). Our internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of our consolidated financial statements for external purposes in accordance with accounting principles generally accepted in the United States.

Our internal control over financial reporting is supported by a program of appropriate reviews by management, written policies and guidelines, careful selection and training of qualified personnel and a written code of conduct. Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. In addition, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

Management assessed the effectiveness of our internal control over financial reporting as of June 1, 2007. In making this assessment, we used the criteria set forth by the Committee of Sponsoring Organizations of the Treadway Commission (COSO) in the Internal Control-Integrated Framework. Based on our assessment and those criteria, we believe that we have maintained effective internal control over financial reporting as of June 1, 2007.

Our assessment of the effectiveness of our internal control over financial reporting as of June 1, 2007 has been audited by Ernst & Young, LLP, the independent registered public accounting firm that audited and reported on our consolidated financial statements included in this Form 10-K, as stated in their report which is included on the following page.

/s/ J. Hicks Lanier
J. Hicks Lanier
Chairman and Chief Executive Officer
(Principal Executive Officer)

July 31, 2007

/s/ Thomas Caldecot Chubb III
Thomas Caldecot Chubb III
Executive Vice President
(Principal Financial Officer)

July 31, 2007

Report of Independent Registered Public Accounting Firm

The Board of Directors and Shareholders of Oxford Industries, Inc.

We have audited management's assessment, included in the accompanying Report of Management on Internal Control over Financial Reporting, that Oxford Industries, Inc. maintained effective internal control over financial reporting as of June 1, 2007, based on criteria established in Internal Control — Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (the COSO criteria). Oxford Industries, Inc.'s management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting. Our responsibility is to express an opinion on management's assessment and an opinion on the effectiveness of the company's internal control over financial reporting based on our audit.

We conducted our audit in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit included obtaining an understanding of internal control over financial reporting, evaluating management's assessment, testing and evaluating the design and operating effectiveness of internal control, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

A company's internal control over financial reporting is a process designed 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. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

In our opinion, management's assessment that Oxford Industries, Inc. maintained effective internal control over financial reporting as of June 1, 2007, is fairly stated, in all material respects, based on the COSO criteria. Also, in our opinion, Oxford Industries, Inc. maintained, in all material respects, effective internal control over financial reporting as of June 1, 2007, based on the COSO criteria.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), the consolidated balance sheets of Oxford Industries, Inc. as of June 1, 2007 and June 2, 2006 and the related consolidated statements of earnings, shareholders' equity, and cash flows for each of the three years ended in the period ended June 1, 2007 of Oxford Industries, Inc. and our report dated July 30, 2007 expressed an unqualified opinion thereon.

/s/ Ernst & Young LLP

Atlanta, Georgia
July 30, 2007

Item 9B. ***Other Information***

None.

PART III

Item 10. ***Directors, Executive Officers and Corporate Governance***

The information concerning our directors and executive officers will appear in our definitive Proxy Statement under the headings "Election of Directors" and "Executive Officers," respectively, and is incorporated herein by reference.

Our board of directors has adopted a code of ethical conduct for our Principal Executive Officer, our Principal Financial Officer, and other designated key financial associates. Additionally, our board of directors has adopted a conflict of interest and business ethics policy for all of our employees. Our employees are expected to adhere at all times to these policies, as applicable. We have posted both of these codes on our website, www.oxfordinc.com. We will also disclose any amendments or waivers to our code of ethical conduct on our website.

Item 11. ***Executive Compensation***

The information concerning executive compensation will appear in our definitive Proxy Statement under the headings "Executive Compensation" and "Corporate Governance" and is incorporated herein by reference.

Item 12. ***Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters***

The information concerning security ownership of certain beneficial owners and management and related stockholder matters will appear in our definitive Proxy Statement under the headings "Equity Compensation Plan Information" and "Common Stock Ownership by Management and Certain Beneficial Owners" and is incorporated herein by reference.

Item 13. ***Certain Relationships and Related Transactions, and Director Independence***

The information concerning certain relationships and related transactions and director independence will appear in our definitive Proxy Statement under the headings "Certain Relationships and Related Transactions" and "Director Independence" is incorporated herein by reference.

Item 14. ***Principal Accounting Fees and Services***

The information concerning principal accountant fees and services will appear in our definitive Proxy Statement under the heading "Ratification of Independent Registered Public Accounting Firm" and is incorporated herein by reference.

PART IV

Item 15. ***Exhibits, Financial Statement Schedules***

(a) 1. *Financial Statements*

The following consolidated financial statements are included in Item 8:

- Consolidated Balance Sheets at June 1, 2007 and June 2, 2006.
- Consolidated Statements of Earnings for fiscal 2007, fiscal 2006 and fiscal 2005.
- Consolidated Statements of Shareholders' Equity for fiscal 2007, fiscal 2006 and fiscal 2005.

- Consolidated Statements of Cash Flows for fiscal 2007, fiscal 2006 and fiscal 2005.
- Notes to Consolidated Financial Statements for fiscal 2007, fiscal 2006 and fiscal 2005.

(a) 2. *Financial Statement Schedules*

- Schedule II — Valuation and Qualifying Accounts

All other schedules for which provisions is made in the applicable accounting regulation of the Securities and Exchange Commission are not required under the related instructions or are inapplicable and therefore have been omitted.

(b) *Exhibits*

2(a)	Stock Purchase Agreement, dated as of April 26, 2003, among Viewpoint International, Inc., the Stockholders of Viewpoint International, Inc. and Oxford Industries, Inc. Incorporated by reference to Exhibit 2.1 to the Company's Form 8-K filed on June 26, 2003.
2(b)	Purchase Agreement, dated as of May 1, 2006, by and between The Millwork Trading Co., Ltd., d/b/a Li & Fung USA, and Oxford Industries, Inc. Incorporated by reference to Exhibit 2(a) to the Company's 10-K for the fiscal year ended June 2, 2006.
2(c)	Letter Agreement, dated as of June 1, 2006, by and between The Millwork Trading Co., Ltd., d/b/a Li & Fung USA, and Oxford Industries, Inc. Incorporated by reference to Exhibit 2(b) to the Company's 10-K for the fiscal year ended June 2, 2006.
3(a)	Restated Articles of Incorporation of the Company. Incorporated by reference to Exhibit 3.1 to the Company's Form 10-Q for the fiscal quarter ended August 29, 2003.
3(b)	Bylaws of the Company, as amended. Incorporated by reference to Exhibit 3.1 to the Company's Form 10-Q for the fiscal quarter ended March 2, 2007.
4(a)	Indenture Agreement dated May 16, 2003 among Oxford Industries, Inc., the Guarantors party thereto and SunTrust Bank. Incorporated by reference to Exhibit 10(n) to the Company's Form 10-K for the fiscal year ended May 30, 2003.
4(b)	Supplemental Indenture Agreement No. 1 dated June 13, 2003 among Oxford Industries, Inc., the Guarantors party thereto and SunTrust Bank.*
4(c)	Supplemental Indenture Agreement No. 2 dated July 28, 2004 among the Guarantors, Oxford Industries Inc. and SunTrust Bank.*
4(d)	Supplemental Indenture Agreement No. 3 dated December 30, 2004 among the Guarantors, Oxford Industries, Inc. and SunTrust Bank.*
10(a)	1992 Stock Option Plan. Incorporated by reference to Exhibit 10(h) to the Company's Form 10-K for the fiscal year ended June 1, 2001.†
10(b)	First Amendment to the 1992 Stock Option Plan. Incorporated by reference to Exhibit 10(r) to the Company's 10-K for the fiscal year ended June 2, 2006.†
10(c)	1997 Stock Option Plan, as amended. Incorporated by reference to Exhibit 10(a) to the Company's Form 10-K for the fiscal year ended May 31, 2002.†
10(d)	Second Amendment to the 1997 Stock Option Plan. Incorporated by reference to Exhibit 10(s) to the Company's 10-K for the fiscal year ended June 2, 2006.†
10(e)	1997 Restricted Stock Plan, as amended. Incorporated by reference to Exhibit 10(b) to the Company's Form 10-K for the fiscal year ended May 31, 2002.†
10(f)	Amended and Restated Long-Term Stock Incentive Plan, effective as of April 2, 2007.*†
10(g)	2005 Form of Performance Share Award under the Oxford Industries, Inc. Long-Term Stock Incentive Plan. Incorporated by reference to Exhibit 10.2 to the Company's Form 8-K filed on January 14, 2005.†
10(h)	2006 Form of Performance Share Award under the Oxford Industries, Inc. Long-Term Stock Incentive Plan. Incorporated by reference to Exhibit 10.1 to the Company's Form 8-K filed on August 31, 2005.†

10(i)	2006 Form of Non-Employee Director Performance Share Award under the Oxford Industries, Inc. Long-Term Stock Incentive Plan. Incorporated by reference to Exhibit 10.2 to the Company's Form 8-K filed on August 31, 2005.†
10(j)	2007 Form of Performance Share Award under the Oxford Industries, Inc. Long-Term Stock Incentive Plan. Incorporated by reference to Exhibit 10.1 to the Company's Form 8-K filed on August 9, 2006.†
10(k)	2007 Form of Non-Employee Director Performance Share Award under the Oxford Industries, Inc. Long-Term Stock Incentive Plan. Incorporated by reference to Exhibit 10.2 to the Company's Form 8-K filed on August 9, 2006.†
10(l)	Oxford Industries, Inc. Executive Performance Incentive Plan. Incorporated by reference to Exhibit 10.1 to the Company's Form 10-Q for the fiscal quarter ended August 29, 2003.†
10(m)	Oxford Industries Employee Stock Purchase Plan, as amended and restated effective January 1, 2005. Incorporated by reference to Exhibit 10.3 to the Company's Form 8-K filed on December 3, 2004.†
10(n)	Executive Medical Plan. Incorporated by reference to Exhibit 10(d) to the Company's 10-K for the fiscal year ended June 3, 2005.†
10(o)	Oxford Industries, Inc. Deferred Compensation Plan, as amended and restated.*†
10(p)	Release and Non-Solicitation Agreement, dated February 2, 2007. Incorporated by reference to Exhibit 10.1 to the Company's Form 8-K filed on February 7, 2007.†
10(q)	Amended and Restated Credit Agreement, dated July 28, 2004, between Oxford Industries, Inc., certain of its domestic subsidiaries, and SunTrust Bank, Inc. as administrative agent, and various financial institutions of lenders and issuing banks. Incorporated by reference to Exhibit 10(k) to the Company's Form 10-K for the fiscal year ended May 28, 2004.
10(r)	First Amendment to Amended and Restated Credit Agreement, dated July 28, 2004. Incorporated by reference to Exhibit 10.1 to the Company's Form 8-K filed on January 14, 2005.
10(s)	Second Amendment to Amended and Restated Credit Agreement, dated September 21, 2005. Incorporated by reference to Exhibit 10.1 to the Company's Form 8-K filed on September 26, 2005.
10(t)	Consent Agreement, dated May 1, 2006. Incorporated by reference to Exhibit 10.1 to the Company's Form 8-K filed on May 2, 2006.
10(u)	Earn-out Agreement dated June 13, 2003 between the former stockholders of Viewpoint International, Inc., the Sellers' Representatives and Oxford Industries, Inc. Incorporated to Exhibit 2.2 to the Company's Form 8-K filed on June 26, 2003.
10(v)	Registration Rights Agreement between the former stockholders of Viewpoint International, Inc., the Sellers' Representatives and Oxford Industries, Inc. Incorporated by reference to Exhibit 4.1 to the Company's registration statement on Form S-3 (File No. 333-110598) filed on November 19, 2003.
21	List of Subsidiaries.*
23	Consent of Independent Registered Public Accounting Firm, Ernst & Young LLP.*
24	Powers of Attorney.*
31.1	Certification by Chief Executive Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.*
31.2	Certification by Chief Financial Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.*
32.1	Certification by Chief Executive Officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.*
32.2	Certification by Chief Financial Officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.*

* filed herewith

† Management contract or compensation plan or arrangement required to be filed as an exhibit to this form pursuant to Item 15(b) of this report.

We agree to file upon request of the Securities and Exchange Commission a copy of all agreements evidencing long-term debt of ours omitted from this report pursuant to Item 601(b)(4)(iii) of Regulation S-K.

Shareholders may obtain copies of Exhibits without charge upon written request to the Corporate Secretary, Oxford Industries, Inc., 222 Piedmont Avenue, N.E., Atlanta, Georgia 30308.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) 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.

By: /s/ J. Hicks Lanier
J. Hicks Lanier
Chairman and Chief Executive Officer

Date: July 31, 2007

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the registrant and in the capacities and on the dates indicated.

Signature	Capacity	Date
/s/ J. Hicks Lanier J. Hicks Lanier	Chairman and Chief Executive Officer (Principal Executive Officer)	July 31, 2007
/s/ Thomas Caldecot Chubb III Thomas Caldecot Chubb III	Executive Vice President (Principal Financial Officer)	July 31, 2007
/s/ K. Scott Grassmyer K. Scott Grassmyer	Senior Vice President, Controller and Chief Accounting Officer	July 31, 2007
* Cecil D. Conlee	Director	July 31, 2007
* George C. Guynn	Director	July 31, 2007
* J. Reese Lanier, Sr.	Director	July 31, 2007
* S. Anthony Margolis	Director	July 31, 2007
James A. Rubright	Director	
* Robert E. Shaw	Director	July 31, 2007
* Clarence H. Smith	Director	July 31, 2007

Signature	Capacity	Date
* E. Jenner Wood III	Director	July 31, 2007
/s/ Helen B. Weeks Helen B. Weeks	Director	July 30, 2007

*By /s/ Mary Margaret Heaton
Mary Margaret Heaton,
as Attorney-in-Fact

Exhibit 4(b)

SUPPLEMENTAL INDENTURE NO. 1

SUPPLEMENTAL INDENTURE NO. 1 (this “Supplemental Indenture”), dated as of June 13, 2003, by and among Oxford Industries, Inc., a Georgia corporation (the “Company”), the Company’s subsidiaries listed on Schedule A hereto (each, a “New Guarantor”), the Company’s subsidiaries listed on Schedule B hereto (the “Existing Delaware Guarantors”), the Company’s subsidiaries listed on Schedule C hereto (the “Existing Georgia Guarantors”), Oxford of South Carolina, a South Carolina corporation (“Oxford of South Carolina” and, together with the Existing Delaware Guarantors and the Existing Georgia Guarantors, the “Existing Guarantors”) and SunTrust Bank, as trustee under the Indenture referred to below (the “Trustee”).

W I T N E S S E T H

WHEREAS, the Company, the Existing Guarantors and the Trustee are parties to an indenture (the “Indenture”), dated as of May 16, 2003 providing for the issuance of 8 7/8% Senior Notes due 2011 (the “Securities”);

WHEREAS, the Indenture provides that, without the consent of any Holders, the Company and the Existing Guarantors, when authorized by a Board Resolution, and the Trustee, at any time and from time to time, may enter into indentures supplemental thereto or agreements or other instruments with respect to any Guarantee, in form and substance satisfactory to the Trustee, for the purpose of adding a Guarantor;

WHEREAS, each New Guarantor wishes to guarantee the Securities pursuant to the Indenture;

WHEREAS, pursuant to the Indenture the Company, the Existing Guarantors, the New Guarantors and the Trustee have agreed to enter into this Supplemental Indenture for the purposes stated herein; and

WHEREAS, all things necessary have been done to make this Supplemental Indenture, when executed and delivered by the Company, the Existing Guarantors, and each New Guarantor, the legal, valid and binding agreement of the Company, the Existing Guarantors, and each New Guarantor, in accordance with its terms.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Company, each New Guarantor, the Existing Guarantors and the Trustee mutually covenant and agree for the equal and ratable benefit of the Holders of the Securities as follows:

(1) Capitalized Terms. Capitalized terms used herein without definition shall have the meanings assigned to them in the Indenture.

(2) Guarantee. Each New Guarantor hereby agrees to guarantee the Indenture and the Securities related thereto pursuant to the terms and conditions of Article Thirteen of the Indenture, such Article Thirteen being incorporated by reference herein as if set forth at length herein (each such guarantee, a “Guarantee”) and such New Guarantor agrees to be bound as a Guarantor under the Indenture as if it had been an initial signatory thereto.

(3) Governing Law. THIS SUPPLEMENTAL INDENTURE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF.

(4) Counterparts. The parties may sign any number of copies of this Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement.

(5) Effect of Headings. The section headings herein are for convenience only and shall not affect the construction hereof.

(6) The Trustee. The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Indenture or for or in respect of the recitals contained herein, all of which recitals are made solely by the Company, the New Guarantors and the Existing Guarantors.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed and attested, all as of the date first above written.

OXFORD INDUSTRIES, INC.

By: /s/ Thomas C. Chubb, III
Name: Thomas C. Chubb, III
Title: Vice President—Law and Administration, Secretary and General Counsel

EACH GUARANTOR LISTED ON SCHEDULE A HERETO

By: /s/ Thomas C. Chubb, III
Name: Thomas C. Chubb, III
Title: Secretary

EACH GUARANTOR LISTED ON SCHEDULE B HERETO

By: /s/ Thomas C. Chubb, III
Name: Thomas C. Chubb, III
Title: President

EACH GUARANTOR LISTED ON SCHEDULE C HERETO

By: /s/ Thomas C. Chubb, III
Name: Thomas C. Chubb, III
Title: Secretary

OXFORD OF SOUTH CAROLINA

By: /s/ Thomas C. Chubb, III
Name: Thomas C. Chubb, III
Title: Secretary

SUNTRUST BANK, as Trustee

By: /s/ Muriel Shaw
Authorized Signatory

Schedule A

New Guarantors

Viewpoint International, Inc.
Tommy Bahama R&R Holdings, Inc.
Tommy Bahama Ala Moana LLC
Tommy Bahama Biltmore, LLC
Tommy Bahama Birmingham, LLC
Tommy Bahama Boca Raton, LLC
Tommy Bahama Cafe Emporium, LLC
Tommy Bahama Cherry Creek, LLC
Tommy Bahama Chicago, LLC
Tommy Bahama Coral Gables, LLC
Tommy Bahama Destin, LLC
Tommy Bahama Farmers Market, LLC
Tommy Bahama Kansas City, LLC
Tommy Bahama La Jolla, LLC
Tommy Bahama Las Olas LLC
Tommy Bahama Las Vegas, LLC
Tommy Bahama Las Vegas Fashion Show, LLC
Tommy Bahama Manhattan Village, LLC
Tommy Bahama Mauna Lani, LLC
Tommy Bahama Myrtle Beach, LLC
Tommy Bahama Newport Beach LLC
Tommy Bahama North Scottsdale LLC
Tommy Bahama Orlando, LLC
Tommy Bahama Palm Desert, LLC
Tommy Bahama Palo Alto, LLC
Tommy Bahama Pasadena, LLC
Tommy Bahama Primm, LLC
Tommy Bahama San Diego Fashion Valley, LLC
Tommy Bahama San Jose, LLC
Tommy Bahama Sarasota, LLC
Tommy Bahama St. Augustine, LLC
Tommy Bahama Tampa, LLC
Tommy Bahama Tucson, LLC
Tommy Bahama Wailea, LLC
Tommy Bahama Walnut Creek, LLC
Tommy Bahama West Palm, LLC
Tommy Bahama Whalers Village, LLC
Tommy Bahama Woodbury Common, LLC
Tommy Bahama R&R Texas, Inc.
Tommy Bahama Austin, L.P.
Tommy Bahama Dallas, L.P.

Schedule B

Existing Delaware Guarantors

Lionshead Clothing Company, Inc.
Merona Industries, Inc.
Oxford Caribbean, Inc.
Oxford Garment, Inc.
Oxford Private Limited of Delaware, Inc.
Oxford Receivables Company
Piedmont Apparel Corporation

Schedule C

Existing Georgia Guarantors

Oxford Clothing
Oxford International, Inc.

Exhibit 4(c)

SUPPLEMENTAL INDENTURE NO. 2

Supplemental Indenture No. 2 (this "Supplemental Indenture No. 2"), dated as of July 28, 2004, by and among Oxford Industries, Inc., a Georgia corporation (the "Company"), the Company's subsidiaries listed on Schedule A hereto (each, a "New Guarantor"), the Company's subsidiaries listed on Schedule B hereto (collectively, the "Existing Guarantors"), and SunTrust Bank, as trustee under the Indenture referred to below (the "Trustee").

W I T N E S S E T H

WHEREAS, the Company, the Existing Guarantors and the Trustee are parties to an indenture, dated as of May 16, 2003 (the "Original Indenture"), as supplemented by a supplemental indenture, dated as of June 13, 2003 (the "Supplemental Indenture No. 1," and together with the Original Indenture, the "Indenture"), providing for the issuance of 8 7/8% Senior Notes due 2011 (the "Securities");

WHEREAS, the Indenture provides that, without the consent of any Holders, the Company and the Existing Guarantors, when authorized by a Board Resolution, and the Trustee, at any time and from time to time, may enter into indentures supplemental thereto or agreements or other instruments with respect to any Guarantee, in form and substance satisfactory to the Trustee, for the purpose of adding a Guarantor;

WHEREAS, each New Guarantor wishes to guarantee the Securities pursuant to the Indenture;

WHEREAS, pursuant to the Indenture, the Company, the Existing Guarantors, the New Guarantors and the Trustee have agreed to enter into this Supplemental Indenture No. 2 for the purposes stated herein; and

WHEREAS, all things necessary have been done to make this Supplemental Indenture No. 2, when executed and delivered by the Company, the Existing Guarantors, and each New Guarantor, the legal, valid and binding agreement of the Company, the Existing Guarantors, and each New Guarantor, in accordance with its terms.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Company, each New Guarantor, the Existing Guarantors and the Trustee mutually covenant and agree for the equal and ratable benefit of the Holders of the Securities as follows:

(1) Capitalized Terms. Capitalized terms used herein without definition shall have the meanings assigned to them in the Indenture.

(2) Guarantee. Each New Guarantor hereby agrees to guarantee the Indenture and the Securities related thereto pursuant to the terms and conditions of Article Thirteen of the Indenture, such Article Thirteen being incorporated by reference herein as if set forth at length herein (each such guarantee, a "Guarantee") and such New Guarantor agrees to be bound as a Guarantor under the Indenture as if it had been an initial signatory thereto.

(3) Governing Law. THIS SUPPLEMENTAL INDENTURE NO. 2 SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF

NEW YORK, WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF.

(4) Counterparts. The parties may sign any number of copies of this Supplemental Indenture No. 2. Each signed copy shall be an original, but all of them together represent the same agreement.

(5) Effect of Headings. The section headings herein are for convenience only and shall not affect the construction hereof.

(6) The Trustee. The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Indenture No. 2 or for or in respect of the recitals contained herein, all of which recitals are made solely by the Company, the New Guarantors and the Existing Guarantors.

[Signature page to follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture No. 2 to be duly executed and attested, all as of the date first above written.

Dated: July 28, 2004

OXFORD INDUSTRIES, INC.

By: /s/ J. Reese Lanier, Jr.
Name: J. Reese Lanier, Jr.
Title: Vice President and Treasurer

EACH GUARANTOR LISTED ON SCHEDULE A HERETO

By: /s/ J. Reese Lanier, Jr.
Name: J. Reese Lanier, Jr.
Title: Vice President and Treasurer

EACH GUARANTOR LISTED ON SCHEDULE B HERETO

By: /s/ J. Reese Lanier, Jr.
Name: J. Reese Lanier, Jr.
Title: Vice President and Treasurer

SUNTRUST BANK, as Trustee

By: /s/ Muriel Shaw
Authorized Signatory

Schedule A

New Guarantors

TOMMY BAHAMA CHARLESTON, LLC

TOMMY BAHAMA WOODLANDS, LLC

TOMMY BAHAMA ATLANTIC CITY, LLC

TOMMY BAHAMA LV FORUM, LLC

TOMMY BAHAMA MISSION VIEJO, LLC

TOMMY BAHAMA PALM BEACH GARDENS, LLC

TOMMY BAHAMA PHIPPS PLAZA, LLC

TOMMY BAHAMA SOUTH PARK NC, LLC

TOMMY BAHAMA TROY, LLC

TOMMY BAHAMA TYSONS GALLERIA, LLC

INDIGO PALM FASHION ISLAND LLC

INDIGO PALMS SANTANA ROW, LLC

INDIGO PALMS LV FORUM LLC

Schedule B

Existing Guarantors

LIONSHEAD CLOTHING COMPANY

MERONA INDUSTRIES, INC.

OXFORD CARIBBEAN, INC.

OXFORD CLOTHING CORPORATION

OXFORD GARMENT, INC.

OXFORD INTERNATIONAL, INC.

OXFORD OF SOUTH CAROLINA, INC.

VIEWPOINT INTERNATIONAL, INC.

TOMMY BAHAMA ALA MOANA LLC

TOMMY BAHAMA BILTMORE, LLC

TOMMY BAHAMA BIRMINGHAM, LLC

TOMMY BAHAMA BOCA RATON, LLC

TOMMY BAHAMA CAFE EMPORIUM, LLC

TOMMY BAHAMA CHERRY CREEK, LLC

TOMMY BAHAMA CHICAGO, LLC

TOMMY BAHAMA CORAL GABLES, LLC

TOMMY BAHAMA FARMERS MARKET, LLC

TOMMY BAHAMA KANSAS CITY, LLC

TOMMY BAHAMA LA JOLLA, LLC

TOMMY BAHAMA LAS OLAS LLC

TOMMY BAHAMA LAS VEGAS, LLC

TOMMY BAHAMA LAS VEGAS FASHION SHOW, LLC

TOMMY BAHAMA MANHATTAN VILLAGE, LLC

TOMMY BAHAMA MAUNA LANI, LLC

TOMMY BAHAMA MYRTLE BEACH, LLC

TOMMY BAHAMA NEWPORT BEACH LLC

TOMMY BAHAMA NORTH SCOTTSDALE, LLC

TOMMY BAHAMA ORLANDO, LLC

TOMMY BAHAMA PALM DESERT, LLC

TOMMY BAHAMA PALO ALTO, LLC

TOMMY BAHAMA PASADENA, LLC

TOMMY BAHAMA PRIMM, LLC

TOMMY BAHAMA SAN DIEGO FASHION VALLEY, LLC

TOMMY BAHAMA SAN JOSE, LLC

TOMMY BAHAMA SARASOTA, LLC

TOMMY BAHAMA ST. AUGUSTINE, LLC

TOMMY BAHAMA TAMPA, LLC

TOMMY BAHAMA TUCSON, LLC

TOMMY BAHAMA WAILEA, LLC

TOMMY BAHAMA WALNUT CREEK, LLC

TOMMY BAHAMA WEST PALM, LLC

TOMMY BAHAMA WHALERS VILLAGE, LLC

TOMMY BAHAMA WOODBURY COMMON, LLC

TOMMY BAHAMA R&R HOLDINGS, INC.

TOMMY BAHAMA R&R TEXAS, INC.

TOMMY BAHAMA AUSTIN, L.P.

TOMMY BAHAMA DALLAS, L.P.

PIEDMONT APPAREL CORPORATION

Exhibit 4(d)

SUPPLEMENTAL INDENTURE NO. 3

SUPPLEMENTAL INDENTURE NO. 3 (this "Supplemental Indenture No. 3"), dated as of December 30, 2004, by and among Oxford Industries, Inc., a Georgia corporation (the "Company"), the Company's subsidiaries listed on Schedule A hereto (each, a "New Guarantor"), the Company's subsidiaries listed on Schedule B hereto (collectively, the "Existing Guarantors"), and SunTrust Bank, as trustee under the Indenture referred to below (the "Trustee").

W I T N E S S E T H

WHEREAS, the Company, the Existing Guarantors and the Trustee are parties to an indenture, dated as of May 16, 2003 (the "Original Indenture"), as supplemented by a supplemental indenture, dated as of June 13, 2003 (the "Supplemental Indenture No. 1") and a supplemental indenture, dated as of July 28, 2004 (the "Supplemental Indenture No. 2," and together with the Original Indenture and the Supplemental Indenture No. 1, the "Indenture"), providing for the issuance of 8 7/8% Senior Notes due 2011 (the "Securities");

WHEREAS, the Indenture provides that, without the consent of any Holders, the Company and the Existing Guarantors, when authorized by a Board Resolution, and the Trustee, at any time and from time to time, may enter into indentures supplemental thereto or agreements or other instruments with respect to any Guarantee, in form and substance satisfactory to the Trustee, for the purpose of adding a Guarantor;

WHEREAS, Tommy Bahama Atlantic City, LLC, Tommy Bahama LV Forum, LLC, Tommy Bahama Mission Viejo, LLC, Tommy Bahama Palm Beach Gardens, LLC, Tommy Bahama Phipps Plaza, LLC, Tommy Bahama South Park NC, LLC, Tommy Bahama Troy, LLC, Tommy Bahama Tysons Galleria, LLC, Indigo Palm Fashion Island LLC, Indigo Palms Santana Row, LLC, Indigo Palms LV Forum LLC, Tommy Bahama Ala Moana LLC, Tommy Bahama Biltmore, LLC, Tommy Bahama Birmingham, LLC, Tommy Bahama Boca Raton, LLC, Tommy Bahama Cafe Emporium, LLC, Tommy Bahama Cherry Creek, LLC, Tommy Bahama Chicago, LLC, Tommy Bahama Coral Gables, LLC, Tommy Bahama Farmers Market, LLC, Tommy Bahama Kansas City, LLC, Tommy Bahama La Jolla, LLC, Tommy Bahama Las Olas LLC, Tommy Bahama Las Vegas, LLC, Tommy Bahama Las Vegas Fashion Show, LLC, Tommy Bahama Manhattan Village, LLC, Tommy Bahama Mauna Lani, LLC, Tommy Bahama Myrtle Beach, LLC, Tommy Bahama Newport Beach LLC, Tommy Bahama North Scottsdale, LLC, Tommy Bahama Orlando, LLC, Tommy Bahama Palm Desert, LLC, Tommy Bahama Palo Alto, LLC, Tommy Bahama Pasadena, LLC, Tommy Bahama Primm, LLC, Tommy Bahama San Diego Fashion Valley, LLC, Tommy Bahama San Jose, LLC, Tommy Bahama Sarasota, LLC, Tommy Bahama St. Augustine, LLC, Tommy Bahama Tampa, LLC, Tommy Bahama Tucson, LLC, Tommy Bahama Wailea, LLC, Tommy Bahama Walnut Creek, LLC, Tommy Bahama West Palm, LLC, Tommy Bahama Whalers Village, LLC, Tommy Bahama Woodbury Common, LLC, Tommy Bahama R&R Texas, Inc., Tommy Bahama Austin, L.P. and Tommy Bahama Dallas, L.P. have merged into Tommy Bahama R&R Holdings, Inc.;

WHEREAS, each New Guarantor wishes to guarantee the Securities pursuant to the Indenture;

WHEREAS, pursuant to the Indenture, the Company, the Existing Guarantors, the New Guarantors and the Trustee have agreed to enter into this Supplemental Indenture No. 3 for the purposes stated herein; and

WHEREAS, all things necessary have been done to make this Supplemental Indenture No. 3, when executed and delivered by the Company, the Existing Guarantors, and each New Guarantor, the legal, valid and binding agreement of the Company, the Existing Guarantors, and each New Guarantor, in accordance with its terms.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Company, each New Guarantor, the Existing Guarantors and the Trustee mutually covenant and agree for the equal and ratable benefit of the Holders of the Securities as follows:

(1) Capitalized Terms. Capitalized terms used herein without definition shall have the meanings assigned to them in the Indenture.

(2) Guarantee. Each New Guarantor hereby agrees to guarantee the Indenture and the Securities related thereto pursuant to the terms and conditions of Article Thirteen of the Indenture, such Article Thirteen being incorporated by reference herein as if set forth at length herein (each such guarantee, a "Guarantee") and such New Guarantor agrees to be bound as a Guarantor under the Indenture as if it had been an initial signatory thereto.

(3) Governing Law. THIS SUPPLEMENTAL INDENTURE NO. 3 SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF.

(4) Counterparts. The parties may sign any number of copies of this Supplemental Indenture No. 3. Each signed copy shall be an original, but all of them together represent the same agreement.

(5) Effect of Headings. The section headings herein are for convenience only and shall not affect the construction hereof.

(6) The Trustee. The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Indenture No. 3 or for or in respect of the recitals contained herein, all of which recitals are made solely by the Company, the New Guarantors and the Existing Guarantors.

[Signature page to follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture No. 3 to be duly executed and attested, all as of the date first above written.

Dated: December 30, 2004

OXFORD INDUSTRIES, INC.

By: /s/ Dominic C. Mazzone
Name: Dominic C. Mazzone
Title: Vice President and Secretary

EACH GUARANTOR LISTED ON SCHEDULE A HERETO

By: /s/ Dominic C. Mazzone
Name: Dominic C. Mazzone
Title: Vice President and Secretary

EACH GUARANTOR LISTED ON SCHEDULE B HERETO

By: /s/ Dominic C. Mazzone
Name: Dominic C. Mazzone
Title: Vice President and Secretary

SUNTRUST BANK, as Trustee

By: /s/ Muriel Shaw
Authorized Signatory

Schedule A

New Guarantors

TOMMY BAHAMA BEVERAGES, LLC

TOMMY BAHAMA TEXAS BEVERAGES, LLC

Schedule B

Existing Guarantors

LIONSHEAD CLOTHING COMPANY

MERONA INDUSTRIES, INC.

OXFORD CARIBBEAN, INC.

OXFORD CLOTHING CORPORATION

OXFORD GARMENT, INC.

OXFORD INTERNATIONAL, INC.

OXFORD OF SOUTH CAROLINA, INC.

VIEWPOINT INTERNATIONAL, INC.

PIEDMONT APPAREL CORPORATION

TOMMY BAHAMA R&R HOLDINGS, INC.

Exhibit 10(f)

OXFORD INDUSTRIES, INC.

AMENDED AND RESTATED
LONG-TERM STOCK INCENTIVE PLAN
(as of April 2, 2007)

1. *Purpose.* The purpose of the Oxford Industries, Inc. Amended and Restated Long-Term Stock Incentive Plan (the "Plan") is to attract and retain employees and directors for Oxford Industries, Inc. and its subsidiaries and to provide such persons with incentives and rewards for superior performance.

2. *Definitions.* The following terms shall be defined as set forth below:

(a) *"Award"* means any Option, Stock Appreciation Right, Restricted Share or Restricted Share Unit.

(b) *"Board"* means the Board of Directors of the Company.

(c) "Code" means the Internal Revenue Code of 1986, as amended from time to time.

(d) "Committee" means the committee described in Section 4 of this Plan.

(e) "Company" means Oxford Industries, Inc., a Georgia corporation, or any successor corporation.

(f) "Employee" means any person, including an officer, employed by the Company or a Subsidiary.

(g) *"Fair Market Value"* means the fair market value of the Shares as determined by the Committee from time to time. Unless otherwise determined by the Committee, the fair market value shall be the closing price for the Shares reported on a consolidated basis on the New York Stock Exchange on the relevant date or, if there were no sales on such date, the closing price on the nearest preceding date on which sales occurred.

(h) "Grant *Date"* means the date specified by the Committee on which a grant of an Award shall become effective, which shall not be earlier than the date on which the Committee takes action with respect thereto.

(i) "Option" means any option to purchase Shares granted under Section 5 of this Plan.

(j) "Optionee" means the person so designated in an agreement evidencing an outstanding Option.

(k) *"Participant"* means an Employee or nonemployee Director who is selected by the Committee to receive benefits under this Plan, provided that nonemployee Directors shall not be eligible to receive grants of Incentive Stock Options.

(l) "Performance *Objectives"* means the performance objectives that may be established pursuant to this Plan for Participants who have received grants of Restricted Shares or Restricted Share Units. Performance Objectives may include the achievement of a specified target, or target growth in, one or more of the following: (i) earnings before interest expense, taxes, depreciation and amortization (“EBITDA”); (ii) earnings before interest expense and taxes (“EBIT”); (iii) net earnings; (iv) net income; (v) operating income; (vi) earnings per share; (vii) book value per share; (viii) return on shareholders’ equity; (ix) capital expenditures; (x) expenses and expense ratio management; (xi) return on investment; (xii) improvements in capital structure; (xiii) profitability of an identifiable business unit or product; (xiv) maintenance or improvement of profit margins; (xv) stock price; (xvi) market share; (xvii) revenues or sales; (xviii) costs; (xix) cash flow; (xx) working capital; (xxi) return on (net) assets; (xxii) economic value added; (xxiii) gross or net profit before or after taxes or (xxiv) objectively determinable goals with respect to service or product delivery, service or product quality, inventory management, customer satisfaction, meeting budgets and/or retention of employees. Performance objectives may relate to the Company and/or one or more of its subsidiaries, one or more of its divisions or units or any combination of the foregoing, on a consolidated or nonconsolidated basis, and may be applied on an absolute basis or be relative to one or more peer group companies or indices, or any combination thereof, all as the Committee determines. For Awards intended to qualify as “performance-based compensation” under Section 162(m) of the Code, these factors will not be altered or replaced by any other criteria without ratification by the shareholders of the Company if failure to obtain such approval would result in jeopardizing the tax deductibility of Performance Awards to Participants.

(m) *“Performance Period”* means a period of time established under Sections 7 and 8 of this Plan within which the Performance Objectives relating to a Restricted Share or Restricted Share Unit are to be achieved.

(n) “Restricted *Share”* means a Share granted under Section 7 of this Plan.

(o) *“Restricted Share Unit”* means a bookkeeping entry that records the equivalent of one Restricted Share awarded pursuant to Section 8 of this Plan.

(p) “Shares*”* means shares of the Common Stock of the Company, $1.00 par value, or any security into which Shares may be converted by reason of any transaction or event of the type referred to in Section 10 of this Plan.

(q) “Stock *Appreciation Right”* means a right granted under Section 6 of this Plan.

(r) *“Subsidiary”* means a corporation or other entity (i) more than 50 percent of whose outstanding shares or securities (representing the right to vote for the election of directors or other managing authority) are, or (ii) which does not have outstanding shares or securities (as may be the case in a partnership, joint venture or unincorporated association), but more than 50 percent of whose ownership interest (representing the right generally to make decisions for such other entity) is, now or hereafter owned or controlled directly or indirectly by the Company, provided that for purposes of determining whether any person may be a Participant for purposes of any grant of Incentive Stock Options, “Subsidiary” means any corporation in which the Company owns or controls directly or indirectly more than 50 percent of the total combined voting power represented by all classes of stock issued by such corporation at the time of such grant.

3. *Shares Available Under the Plan.*

(a) Subject to adjustment as provided in Section 10 of this Plan, the number of Shares that may be (i) issued or transferred upon the exercise of Options or Stock Appreciation Rights, (ii) awarded as Restricted Shares and released from substantial risk of forfeiture, or (iii) issued or transferred in payment of Restricted Share Units, on or after the effective date specified in Section 16, shall not in the aggregate exceed 1,000,000 Shares. In no event, however, shall the number of Shares issued upon the exercise of Incentive Stock Options exceed 200,000 Shares. Further, in no event shall the number of Restricted Shares released from substantial risk of forfeiture and the number of shares issued or transferred in payment of Restricted Share Units exceed an aggregate of 700,000 Shares, subject to adjustment as provided in Section 10. Such Shares may be Shares of original issuance, Shares held in Treasury, or Shares that have been reacquired by the Company. Shares that were available for grant as of the effective date of this Plan, or that thereafter otherwise become available for grant, under any stock option or restricted stock plan of the Company other than the Plan (including the Oxford Industries, Inc. 1992 Stock Option Plan, the Oxford Industries, Inc. 1997 Stock Option Plan, and the Oxford Industries, Inc. 1997 Restricted Stock Plan (collectively, the "Pre-Existing Plans")) shall be deemed null and void and shall not be granted or available for grant under the Pre-Existing Plans or under the Plan.

(b) Upon payment of the Option Price upon exercise of a Nonqualified Stock Option by the transfer to the Company of Shares or upon satisfaction of tax withholding obligations under the Plan by the transfer or relinquishment of Shares, there shall be deemed to have been issued or transferred only the number of Shares actually issued or transferred by the Company, less the number of Shares so transferred or relinquished. Upon the payment in cash of a benefit provided by any Award under the Plan, any Shares that were subject to such Award shall again be available for issuance or transfer under the Plan.

(c) No Participant may receive Awards representing more than 300,000 Shares in any one calendar year.

4. *Administration of the Plan.* This Plan shall be administered by one or more committees appointed by the Board. The interpretation and construction by the Committee of any provision of this Plan or of any agreement or document evidencing the grant of any Award and any determination by the Committee pursuant to any provision of this Plan or any such agreement, notification or document, shall be final and conclusive. No member of the Committee shall be liable to any person for any such action taken or determination made in good faith.

5. *Options.* The Committee may from time to time authorize grants to Participants of options to purchase Shares upon such terms and conditions as the Committee may determine in accordance with the following provisions:

(a) Each grant shall specify the number of Shares to which it pertains.

(b) Each grant shall specify an Option Price per Share, which shall be equal to or greater than the Fair Market Value on the Grant Date.

(c) Each grant shall specify the form of consideration to be paid in satisfaction of the Option Price and the manner of payment of such consideration, which may include (i) cash in the form of currency or check or other cash equivalent acceptable to the Company, (ii) nonforfeitable, unrestricted Shares owned by the Optionee which have a value at the time of exercise that is equal to the Option Price, (iii) any other legal consideration that the Committee may deem appropriate on such basis as the Committee may determine in accordance with this Plan, or (iv) any combination of the foregoing.

(d) On or after the Grant Date of any Option, the Committee may provide for the automatic grant to the Optionee of a reload Option in the event the Optionee surrenders Shares in satisfaction of the Option Price upon the exercise of an Option as authorized under Section 5(c) above. Each reload Option shall pertain to a number of Shares equal to the number of Shares utilized by the Optionee to exercise the original Option. Each reload Option shall have an exercise price equal to

Fair Market Value on the date it is granted and shall expire on the stated exercise date of the original Option.

(e) Each Option grant may specify a period of continuous employment of the Optionee by the Company or any Subsidiary (or, in the case of a nonemployee Director, service on the Board) that is necessary before the Options or installments thereof shall become exercisable, and any grant may provide for the earlier exercise of such rights in the event of a change in control of the Company or other similar transaction or event.

(f) Options granted under this Plan may be Incentive Stock Options, Nonqualified Stock Options or a combination of the foregoing, provided that only Nonqualified Stock Options may be granted to nonemployee Directors. Each grant shall specify whether (or the extent to which) the Option is an Incentive Stock Option or a Nonqualified Stock Option. Notwithstanding any such designation, to the extent that the aggregate Fair Market Value of the Shares with respect to which Options designated as Incentive Stock Options are exercisable for the first time by an Optionee during any calendar year (under all plans of the Company) exceeds $100,000, such Options shall be treated as Nonqualified Stock Options. No Option granted under this Plan may be exercised more than ten years from the Grant Date.

(g) Each grant shall be evidenced by an agreement delivered to and accepted by the Optionee and containing such terms and provisions as the Committee may determine consistent with this Plan.

6. *Stock Appreciation Rights.* The Committee may also authorize grants to Participants of Stock Appreciation Rights. A Stock Appreciation Right is the right of the Participant to receive from the Company an amount, which shall be determined by the Committee and shall be expressed as a percentage (not exceeding 100 percent) of the difference between the Fair Market Value of the Shares on the Grant Date and the Fair Market Value of the Shares on the date of exercise. Any grant of Stock Appreciation Rights under this Plan shall be upon such terms and conditions as the Committee may determine in accordance with the following provisions:

(a) Any grant may specify that the amount payable upon the exercise of a Stock Appreciation Right may be paid by the Company in cash, Shares or any combination thereof and may (i) either grant to the Participant or reserve to the Committee the right to elect among those alternatives or (ii) preclude the right of the Participant to receive and the Company to issue Shares or other equity securities in lieu of cash.

(b) Any grant may specify that the amount payable upon the exercise of a Stock Appreciation Right shall not exceed a maximum specified by the Committee on the Grant Date.

(c) Each grant shall be evidenced by an agreement delivered to and accepted by the Optionee, which shall describe the subject Stock Appreciation Rights, state that the Stock Appreciation Rights are subject to all of the terms and conditions of this Plan and contain such other terms and provisions as the Committee may determine consistent with this Plan.

(d) Each grant shall specify in respect of each Stock Appreciation Right the Fair Market Value on the Grant Date.

(e) Successive grants may be made to the same Participant regardless of whether any Stock Appreciation Rights previously granted to such Participant remain unexercised.

(f) Each grant shall specify the period or periods of continuous employment of the Participant by the Company or any Subsidiary that are necessary before the Stock Appreciation Rights or installments thereof shall become exercisable, as well as the permissible dates or periods on or during which Stock Appreciation Rights shall be exercisable. Any grant may provide for the earlier exercise of such rights in the event of a change in control of the Company or other similar transaction or event.

7. *Restricted Shares.* The Committee may also authorize grants to Participants of one or more Restricted Shares upon such terms and conditions as the Committee may determine in accordance with the following provisions:

(a) Each grant shall constitute an immediate transfer of the ownership of Shares to the Participant in consideration of the performance of services.

(b) Each grant may be made without additional consideration from the Participant or in consideration of a payment by the Participant that is less than the Fair Market Value on the Grant Date.

(c) Each grant may provide that the Restricted Shares covered thereby shall be subject to a substantial risk of forfeiture within the meaning of Section 83 of the Code for a period to be determined by the Committee on the Grant Date, and any grant or sale may provide for the earlier termination of such risk of forfeiture in the event of a change in control of the Company or other similar transaction or event.

(d) Unless otherwise determined by the Committee, an award of Restricted Shares shall entitle the Participant to dividend, voting and other ownership rights, during the period for which such substantial risk of forfeiture is to continue.

(e) Each grant shall provide that, during the period for which such substantial risk of forfeiture is to continue, the transferability of the Restricted Shares shall be prohibited or restricted in the manner and to the extent prescribed by the Committee on the Grant Date. Such restrictions may include, without limitation, rights of repurchase or first refusal in the Company or provisions subjecting the Restricted Shares to a continuing substantial risk of forfeiture in the hands of any transferee.

(f) Any grant or the vesting thereof may be conditioned upon or further conditioned upon the attainment of Performance Objectives during a Performance Period as established by the Committee.

(g) Any grant may require that any or all dividends or other distributions paid on the Restricted Shares during the period of such restrictions be automatically sequestered and reinvested on an immediate or deferred basis in additional Shares, which may be subject to the same restrictions as the underlying Award or such other restrictions as the Committee may determine.

(h) Each grant shall be evidenced by an agreement delivered to and accepted by the Participant and containing such terms and provisions as the Committee may determine consistent with this Plan. Unless otherwise directed by the Committee, all certificates representing Restricted Shares, together with a stock power that shall be endorsed in blank by the Participant with respect to such Shares, shall be held in custody by the Company until all restrictions thereon lapse.

8. *Restricted Share Units.* The Committee may also authorize grants of Restricted Share Units,

which shall become payable to the Participant upon the achievement of specified Performance Objectives, upon such terms and conditions as the Committee may determine in accordance with the following provisions:

(a) Each grant shall specify the number of Restricted Share Units to which it pertains, which may be subject to adjustment to reflect changes in compensation or other factors.

(b) The Performance Period with respect to each Restricted Share Unit shall commence on the Grant Date and may be subject to earlier termination in the event of a change in control of the Company or other similar transaction or event.

(c) Each grant shall specify the Performance Objectives that are to be achieved by the Participant.

(d) Each grant may specify in respect of the specified Performance Objectives a minimum acceptable level of achievement below which no payment will be made and may set forth a formula for determining the amount of any payment to be made if performance is at or above such minimum acceptable level but falls short of the maximum achievement of the specified Performance Objectives.

(e) Each grant shall specify the time and manner of payment of Restricted Share Units that shall have been earned, and any grant may specify that any such amount may be paid by the Company in cash, Shares or any combination thereof and may either grant to the Participant or reserve to the Committee the right to elect among those alternatives.

(f) Any grant of Restricted Share Units may specify that the amount payable, or the number of Shares issued, with respect thereto may not exceed maximums specified by the Committee on the Grant Date.

(g) Any grant of Restricted Share Units may provide for the payment to the Participant of dividend equivalents thereon in cash or additional Shares on a current, deferred or contingent basis.

(h) If provided in the terms of the grant, the Committee may adjust Performance Objectives and the related minimum acceptable level of achievement if, in the sole judgment of the Committee, events or transactions have occurred after the Grant Date that are unrelated to the performance of the Participant and result in distortion of the Performance Objectives or the related minimum acceptable level of achievement.

(i) Each grant shall be evidenced by an agreement delivered to and accepted by the Participant, which shall state that the Restricted Share Units are subject to all of the terms and conditions of this Plan and such other terms and provisions as the Committee may determine consistent with this Plan.

9. *Transferability.*

(a) Except as provided in Section 9(b), no Award granted under this Plan shall be transferable by a Participant other than by will or the laws of descent and distribution, and Options and Stock Appreciation Rights shall be exercisable during a Participant's lifetime only by the Participant or, in the event of the Participant's legal incapacity, by his guardian or legal representative acting in a fiduciary capacity on behalf of the Participant under state law. Any attempt to transfer an Award in violation of this Plan shall render such Award null and void.

(b) The Committee may expressly provide in an Award agreement (or an amendment to an Award agreement) that a Participant may transfer such Award (other than an Incentive Stock Option), in whole or in part, to a spouse or lineal descendant (a Family Member), a trust for the exclusive benefit of Family Members, a partnership or other entity in which all the beneficial owners are Family Members, or any other entity affiliated with the Participant that may be approved by the Committee. Subsequent transfers of Awards shall be prohibited except in accordance with this Section 9(b). All terms and conditions of the Award, including provisions relating to the termination of the Participant's employment or service with the Company or a Subsidiary, shall continue to apply following a transfer made in accordance with this Section 9(b).

(c) Any Award made under this Plan may provide that all or any part of the Shares that are (i) to be issued or transferred by the Company upon the exercise of Options or Stock Appreciation Rights or upon payment under any grant of Restricted Share Units, or (ii) no longer subject to the substantial risk of forfeiture and restrictions on transfer referred to in Section 7 of this Plan, shall be subject to further restrictions upon transfer.

10. *Adjustments*. The Committee shall make or provide for such adjustments in the (a) number of Shares covered by outstanding Options, Stock Appreciation Rights, Restricted Shares and Restricted Share Units granted hereunder, (b) prices per share applicable to such Options and Stock Appreciation Rights, and (c) kind of Shares covered thereby, as the Committee in its sole discretion may in good faith determine to be equitably required in order to prevent dilution or enlargement of the rights of Participants that otherwise would result from (x) any stock dividend, stock split, recapitalization or other change in the capital structure of the Company, (y) any merger, consolidation, spin-off, spin-out, split-off, split-up, reorganization, or partial or complete liquidation or other distribution of assets (other than a normal cash dividend), or (z) any other event which would constitute an equity restructuring (as contemplated pursuant to the Code and the regulations promulgated thereunder). Without limiting the foregoing, the Committee may make or provide for such adjustments in the (a) number of Shares covered by outstanding Options, Stock Appreciation Rights, Restricted Shares and Restricted Share Units granted hereunder, (b) prices per share applicable to such Options and Stock Appreciation Rights, and (c) kind of Shares covered thereby, as the Committee in its sole discretion may in good faith determine to be equitably required in order to prevent dilution or enlargement of the rights of Participants that otherwise would result from (x) any combination or exchange of Shares, (y) any issuance of rights or warrants to purchase securities or (z) any other corporate transaction or event having an effect similar to any of the foregoing. Moreover, in the event of any such transaction or event, the Committee may provide in substitution for any or all outstanding Awards under this Plan such alternative consideration as it may in good faith determine to be equitable under the circumstances and may require in connection therewith the surrender of all Awards so replaced. The Committee may also make or provide for such adjustments in the number of Shares specified in Section 3 of this Plan as the Committee in its sole discretion may in good faith determine to be appropriate in order to reflect any transaction or event described in this Section 10.

11. *Fractional Shares.* The Company shall not issue any fractional Shares pursuant to this Plan and shall settle any such fractional Shares in cash.

12. *Withholding Taxes.* To the extent that the Company is required to withhold federal, state, local or foreign taxes in connection with any payment made or benefit realized by a Participant or other person under this Plan, it shall be a condition to the receipt of such payment or the realization of such benefit that the Participant or such other person make arrangements satisfactory to the Company for payment of all such taxes required to be withheld. At the discretion of the Committee, such arrangements may include relinquishment of a portion of such benefit.

13. *Certain Terminations of Employment, Hardship and Approved Leaves of Absence.* Notwithstanding any other provision of this Plan to the contrary, in the event of termination of employment by reason of death, disability, normal retirement, early retirement with the consent of the Company or leave of absence approved by the Company, or in the event of hardship or other special circumstances, of a Participant who holds an Option or Stock Appreciation Right that is not immediately and fully exercisable, any Restricted Shares as to which the substantial risk of forfeiture or the prohibition or restriction on transfer has not lapsed, any Restricted Share Units that have not been fully earned, or any Shares that are subject to any transfer restriction pursuant to Section 9(c) of this Plan, the Committee may in its sole discretion take any action that it deems to be equitable under the circumstances or in the best interests of the Company, including, without limitation, waiving or modifying any limitation or requirement with respect to any Award under this Plan.

14. *Foreign Employees.* In order to facilitate the making of any grant or combination of grants under this Plan, the Committee may provide for such special terms for Awards to Participants who are foreign nationals, or who are employed by the Company or any Subsidiary outside of the United States of America, as the Committee may consider necessary or appropriate to accommodate differences in local law, tax policy or custom. Moreover, the Committee may approve such supplements to, or amendments, restatements or alternative versions of, this Plan as it may consider necessary or appropriate for such purposes without thereby affecting the terms of this Plan as in effect for any other purpose, provided that no such supplements, amendments, restatements or alternative versions shall include any provisions that are inconsistent with the terms of this Plan, as then in effect, unless this Plan could have been amended to eliminate such inconsistency without further approval by the Stockholders of the Company.

15. *Amendments and Other Matters.*

(a) This Plan may be amended from time to time by the Board, but no such amendment shall increase any of the limitations specified in Section 3 of this Plan, other than to reflect an adjustment made in accordance with Section 10, without the further approval of the Stockholders of the Company.

(b) The Committee shall not re-price any Option granted under the Plan except with the approval of the affirmative vote of the majority of Shares voting at a meeting of the Company's stockholders.

(c) This Plan shall not confer upon any Participant any right with respect to continuance of employment or other service with the Company or any Subsidiary and shall not interfere in any way with any right that the Company or any Subsidiary would otherwise have to terminate any Participant's employment or other service at any time.

(d) To the extent that any provision of this Plan would prevent any Option that was intended to qualify under particular provisions of the Code from so qualifying, such provision of this Plan shall be null and void with respect to such Option, provided that such provision shall remain in effect with respect to other Options, and there shall be no further effect on any provision of this Plan.

16. *Effective Date and Stockholder Approval.* This Plan shall become effective upon its approval by the Board, subject to approval by the Stockholders of the Company at the next Annual Meeting of Stockholders. The Committee may grant Awards subject to the condition that this Plan shall have been approved by the Stockholders of the Company.

17. *Governing Law.* The validity, construction and effect of this Plan and any Award hereunder will be determined in accordance with the laws of the State of Georgia.

Exhibit 10 (o)

OXFORD INDUSTRIES, INC.

DEFERRED COMPENSATION PLAN

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OXFORD INDUSTRIES, INC.

DEFERRED COMPENSATION PLAN

The primary purpose of this Plan is to assist Oxford Industries, Inc. (“Oxford”) and its subsidiaries in attracting and retaining employees of exceptional ability by (a) allowing a select group of management or highly-compensated employees of Oxford and certain of its subsidiaries to defer the payment of a portion of their compensation that otherwise would become payable to them, and (b) providing for discretionary contributions and matching contributions if matching contributions under the Oxford Industries, Inc. Retirement Savings Plan are limited as a result of a deferral under this Plan or as a result of the dollar limitation applicable to the 401(k) Plan under Section 401(a)(17) of the Code. The terms of this Plan supersede those of the Oxford Industries, Inc. Non-Qualified Deferred Compensation Plan adopted effective January 1, 2001, and the Viewpoint International, Inc. Nonqualified Deferred Compensation Plan adopted effective July 20, 2001, except with respect to amounts deferred prior to January 1, 2006, as provided in Sections 10.13 and 10.14.

ARTICLE I

DEFINITIONS

Section 1.1. Account — means the bookkeeping account maintained by or at the direction of the Committee to show as of any date the benefit of each Eligible Employee. Separate subaccounts may be established and maintained as part of an Eligible Employee’s Account as the Committee deems necessary or appropriate to administer this Plan.

Section 1.2. Beneficiary — means the person or persons designated as such in accordance with Section 7.4.

Section 1.3. Board — means the Board of Directors of Oxford.

Section 1.4. Code — means the Internal Revenue Code of 1986, as amended.

Section 1.5. Committee — means the committee appointed by the Board to administer the Plan.

Section 1.6. Company — means Oxford and each subsidiary of Oxford that is designated by the Board as a participating company under this Plan.

Section 1.7. Compensation — means, for any Plan Year, “compensation” as defined in the 401(k) Plan for purposes of determining the amount of pre-tax contributions and matching contributions under such plan, without regard to any limitations on compensation imposed under Section 401(a)(17) of the Code, plus any deferrals made under this Plan for such Plan Year.

Section 1.8. Discretionary Contribution — means the amount, if any, credited to an Eligible Employee’s Account in accordance with Article IV.

Section 1.9. Eligible Employee — means, for each Plan Year, any employee of a Company whose gross annual rate of base salary is $130,000 or more, with such salary threshold to be adjusted, at the Committee’s discretion, for Plan Years subsequent to Plan Year 2006.

Section 1.10. Employee — means an employee of Oxford or any subsidiary of Oxford.

Section 1.11. ERISA — means the Employee Retirement Income Security Act of 1974, as amended.

Section 1.12. Excess Compensation — means the excess of an Eligible Employee's Compensation for a Plan Year over the Eligible Employee's "compensation" as defined in the 401(k) Plan for purposes of determining the amount of pre-tax contributions and matching contributions under such plan for such Plan Year.

Section 1.13. 401(k) Plan — means the Oxford Industries, Inc. Retirement Savings Plan, as amended and as in effect from time to time, or any other successor defined contribution maintained by Oxford or another Company that qualifies under Section 401(a) of the Code and satisfies the requirements of Section 401(k) of the Code.

Section 1.14. Matching Contribution — means the amount credited to an Eligible Employee's Account in accordance with Article III.

Section 1.15. Maximum Deferral Percentage — means, for each Plan Year, the maximum percentage of an Eligible Employee's base salary, bonus and, if authorized by the Committee for a Plan Year, commissions that can be deferred under the Plan, which shall be 50% of base salary, 100% of bonus, and 50% of commissions, unless otherwise determined by the Committee prior to the beginning of such Plan Year; provided, however, that no deferral election may reduce an Eligible Employee's compensation below an amount necessary to satisfy applicable employment and income tax withholding requirements.

Section 1.16. Minimum Deferral Amount — means, for each Plan Year, an amount equal to 1% of the Eligible Employee's base salary, unless otherwise determined by the Committee prior to the beginning of such Plan Year.

Section 1.17. Oxford — means Oxford Industries, Inc. and any successor to Oxford Industries, Inc.

Section 1.18. Plan — means this Oxford Industries, Inc. Deferred Compensation Plan.

Section 1.19. Plan Year — means the calendar year.

Section 1.20. Plan Year 2006 — has the meaning specified in Section 2.1(a).

Section 1.21. Pre-2005 Oxford Plan — means the Oxford Industries, Inc. Non-Qualified Deferred Compensation Plan adopted effective January 1, 2001, as thereafter amended, as such amended plan was in effect on October 3, 2004.

Section 1.22. Retirement Age — means (a) age 65 or (b) age 55 and 5 Years of Service.

Section 1.23. Separates from Service or Separation from Service — means the termination of employment with Oxford and all subsidiaries in such a manner as to constitute a "separation from service" within the meaning of Section 409A of the Code and the regulations thereunder.

Section 1.24. Tommy Bahama Plan — means the Viewpoint International, Inc. Nonqualified Deferred Compensation Plan adopted effective July 20, 2001 as thereafter amended, as such amended plan was in effect on October 3, 2004.

Section 1.25. Years of Service — means "years of service" as defined in the 401(k) Plan.

ARTICLE II

PARTICIPATION AND DEFERRAL ELECTIONS

Section 2.1. Start-Up Deferral Elections.

(a) Plan Year 2006 Elections. Each person who qualifies as an Eligible Employee during the enrollment period established by the Committee ending on or prior to December 31, 2005 shall be eligible to participate in this Plan for the Plan Year beginning January 1, 2006 ("Plan Year 2006") and to make the following elections:

(1) Base Salary. Each such Eligible Employee may elect to defer up to the Maximum Deferral Percentage of his or her base salary earned for services performed in 2006. Any such election that is not revoked prior to the end of the enrollment period shall be irrevocable through the end of Plan Year 2006.

(2) Performance-Based Bonuses. Each such Eligible Employee who has been an Employee continuously from the date upon which performance criteria were established through the start of the enrollment period, shall be eligible to elect to defer up to the Maximum Deferral Percentage of his or her bonus earned for services performed during Oxford's fiscal year beginning in 2005 and ending in 2006; provided such election is made at least 6 months before the end of such performance period. Such bonus is intended to constitute "performance-based compensation" within the meaning of Section 409A of the Code.

(b) Other Start-Up Elections. Each person who first qualifies as an Eligible Employee after the enrollment period for Plan Year 2006, and who is treated as first becoming eligible to participate in an "account balance" plan maintained by a Company within the meaning of Section 409A of the Code and the regulations thereunder, shall be eligible to elect to participate in this Plan during the 30-day period starting on the date he or she first qualifies as an Eligible Employee. Such Eligible Employee may elect prior to the end of such 30-day period to defer up to the Maximum Deferral Percentage of his or her base salary and bonus, and if authorized by the Committee, commissions, for services performed after the date the Eligible Employee first begins to participate in the Plan (and not earlier than January 1, 2006). Any such election shall be irrevocable at the end of such 30-day period and through the end of the Plan Year for which it is made. The amount of any bonus deferred with respect to an election made after the beginning of a performance period will be pro rated in accordance with Section 409A of the Code and the regulations thereunder.

Section 2.2. Annual Deferral Elections.

(a) Salary. An Eligible Employee shall have the right during the enrollment period established by the Committee to defer up to the Maximum Deferral Percentage of his or her base salary for services performed in the following Plan Year. Any such election that is not revoked by the end of the enrollment period shall be irrevocable immediately following the enrollment period and shall remain irrevocable through the end of the Plan Year for which it is made.

(b) Bonuses.

(1) Performance-Based Compensation Bonus. An Eligible Employee may elect during the annual enrollment period or any other election period that is at least 6 months before the end of a performance period to defer a “performance-based compensation” bonus earned for services performed during such performance period; provided that (i) such bonus constitutes “performance-based compensation” within the meaning of Section 409A of the Code, (ii) the performance period is at least 12 months, (iii) the election period is at least 6 months before the end of the performance period, (iv) the Eligible Employee has been an Employee continuously from the date upon which the performance criteria were established through the date of such election, and (v) at the time of the election, the compensation is not substantially certain to be paid or is not readily ascertainable.

(2) Bonus Not Treated As Performance-Based Compensation. If a bonus is not intended to satisfy the requirements for “performance-based compensation” within the meaning of Section 409A of the Code, then an Eligible Employee may elect during an annual enrollment period established by the Committee to defer up to the Maximum Deferral Percentage of such bonus that otherwise would be payable to such Eligible Employee for services performed during the following Plan Year.

(c) Commissions. If the Committee in its discretion determines to allow deferrals to be made with respect to commissions for any Plan Year, an Eligible Employee may elect during the annual enrollment period established by the Committee preceding such Plan Year to defer up to the Maximum Deferral Percentage of his or her commissions that are treated under Section 409A of the Code as attributable to services performed by him or her during such Plan Year.

Section 2.3. Minimum Deferral Amount. An Eligible Employee’s deferral elections for a Plan Year must provide for a deferral of base salary at least equal to the Minimum Deferral Amount for the Eligible Employee for that Plan Year (pro-rated for a start-up election pursuant to Section 2.1(b) or upon Separation from Service during a Plan Year).

Section 2.4. Ongoing Election. A deferral election made in accordance with Sections 2.1 or 2.2 shall remain in effect for a subsequent Plan Year unless revised or revoked during the enrollment period for such Plan Year, unless the Committee requires a new election.

Section 2.5. Effect of Hardship Withdrawal. An Eligible Employee who has taken a hardship withdrawal pursuant to Section 7.2(d) or has taken a hardship withdrawal pursuant to the 401(k) Plan shall have his or her deferral election under this Plan automatically cancelled effective immediately upon such withdrawal and for the remainder of the Plan Year in the case of a withdrawal under this Plan or for the remainder of the Plan Year and any subsequent Plan Year in which deferrals under the 401(k) Plan are suspended. Such Eligible Employee may recommence participation in the Plan only during an annual enrollment period and his or her election shall not become effective until the beginning of the following Plan Year.

Section 2.6. Form of Elections. Any deferral election shall be made in the form and manner provided by the Committee for this purpose and in accordance with such other rules and procedures as may be established from time to time by the Committee.

ARTICLE III

MATCHING CONTRIBUTIONS

Unless otherwise determined by the Committee, Oxford shall credit each Eligible Employee's Account with a Matching Contribution equal to (a) 100% of his or her deferrals for such Plan Year that do not exceed 3% of his or her Excess Compensation for such Plan Year and (b) 50% of his or her deferrals for such Plan Year that exceed 3% but do not exceed 5% of his or her Excess Compensation for such Plan Year.

ARTICLE IV

DISCRETIONARY CONTRIBUTIONS

The Committee may credit each Eligible Employee's Account with a Discretionary Contribution, if any, at such times and in such amounts as recommended by the Committee and approved by the Nominating, Compensation and Governance Committee of the Board, or the Board, in its sole discretion.

ARTICLE V

ACCOUNT ADJUSTMENTS

Section 5.1. General. An Eligible Employee's benefit under this Plan shall be based entirely on the dollar value credited to his or her Account at any time, which will depend upon the amount deferred under Article II, the Matching Contributions credited under Article III, the Discretionary Contributions, if any, credited under Article IV, and the phantom investment adjustments made in accordance with this Article V.

Section 5.2. Deferrals. Amounts deferred by an Eligible Employee shall be credited to his or to her Account as soon as practicable after the date that such compensation otherwise would have been payable to the Eligible Employee if no election had been made under Article II.

Section 5.3. Matching and Discretionary Contributions. The Matching Contribution and Discretionary Contribution, if any, shall be credited to an Eligible Employee's Account as of the end of the calendar year, or at such time as otherwise may be determined by the Committee in its absolute discretion.

Section 5.4. Phantom Investments. The Committee from time to time shall select one or more investment funds that will serve as hypothetical investment options for the deferrals, Matching Contributions and Discretionary Contributions credited to an Account ("phantom investment funds"). The Committee may establish limits on the portion of an Account that may be invested hypothetically in any phantom investment fund or in any combination of phantom investment funds.

Section 5.5. Phantom Investment Election. Each Eligible Employee shall elect pursuant to procedures established by the Committee to treat the amounts credited to his or her Account as if they were invested in one or more phantom investment funds (a "phantom investment election"). An Eligible Employee may change his or her phantom investment elections in accordance with the

Committee's procedures. Any phantom investment election shall be effective only if made in accordance with the Committee's procedures.

Section 5.6. Phantom Investment Adjustments. The Committee shall cause the Eligible Employee's Account to be adjusted from time to time for any earnings and losses as if it were invested in accordance with the Eligible Employee's phantom investment elections. Such adjustments shall be made until his or her Account is distributed in full under Article VII.

ARTICLE VI

VESTING

Section 6.1. Amounts Deferred. An Eligible Employee shall be 100% vested at all times in the Eligible Employee's deferrals and the earnings thereon.

Section 6.2. Matching Contributions. An Eligible Employee's Matching Contributions, and earnings thereon, shall be 100% vested at all times, unless otherwise determined by the Committee prior to crediting to the Eligible Employee's Account.

Section 6.3. Discretionary Contributions. An Eligible Employee's Discretionary Contributions, and earnings thereon, shall become vested as determined by the Committee and as approved by the Nominating, Compensation and Governance Committee of the Board, or the Board.

ARTICLE VII

DISTRIBUTIONS

Section 7.1. Distribution Elections.

(a) General. At the same time as an Eligible Employee makes a deferral election under Article II, he or she shall elect, pursuant to Section 7.2, the time as of which contributions credited to his or her Account for such Plan Year will be distributed and, pursuant to Section 7.3, the form in which such distribution will be made.

(b) Ongoing Election. In the absence of any contrary rule established by the Committee, a Separation from Service distribution election shall remain in effect for contributions credited to an Account for a subsequent Plan Year, unless revised or revoked during the annual enrollment period for such subsequent Plan Year. An in-service distribution election will expire at the end of the Plan Year for which it was made.

(c) Default. If an Eligible Employee fails to make an election as to the time or form of distribution of his or her Account (or subaccount, as applicable), his or her distribution will be made in a lump sum on the first day of the calendar month that is at least 6 months after the date of his or her Separation from Service.

Section 7.2. Time of Distribution. Distribution of an Eligible Employee's Account (or subaccount, as applicable) may be made as a result of the Eligible Employee's Separation from Service, death, the occurrence of a hardship due to an unforeseeable emergency, or at a specified time while the Eligible Employee is still an Employee.

(a) Separation from Service. If distribution is made as a result of the Eligible Employee's Separation from Service, it will commence on the first regularly scheduled pay date that coincides with or immediately follows the first day of the calendar month that is (1) 6 months or 12 months (as selected by the Eligible Employee) from the date the Eligible Employee Separates from Service, if the Separation from Service is after Retirement Age, or (2) 6 months from the date the Eligible Employee Separates from Service, if the Separation from Service is before Retirement Age. If distribution is to be made in annual installments, any subsequent annual installments shall be made on the first regularly scheduled pay date that coincides with or next follows the first day of February of the applicable year.

(b) Death. If distribution is made as a result of the Eligible Employee's death, distribution will commence on the first regularly scheduled pay date that coincides with or immediately follows the first day of the calendar quarter immediately following the quarter in which his or her death occurred. If an Eligible Employee dies after distributions already have commenced pursuant to his or her Separation from Service or paragraph (c) below, the balance, if any, of his or her Account will be distributed on the first regularly scheduled pay date that coincides with or immediately follows the first day of the calendar quarter immediately following the quarter in which his or her death occurred.

(c) In-Service. An Eligible Employee may elect that his or her subaccount for a Plan Year be distributed or commence to be distributed on a regularly scheduled pay date coinciding with or next following the first day of February of any Plan Year that is at least two Plan Years after the deferrals were credited to such subaccount; provided he or she is an Employee on the date of the distribution. An Eligible Employee may revise such in-service distribution election to change the time of distribution; provided, however, that (1) the revision will not take effect until 12 months after the date it is made, (2) the revision must be made at least 12 months before the in-service distribution otherwise would commence, and (3) the in-service distribution will be deferred for at least 5 years from the date the in-service distribution would have commenced in the absence of the revision.

(d) Hardship Withdrawal due to Unforeseeable Emergency. An Eligible Employee shall have the right to request that the Committee distribute all, or a part of, his or her Account to him or to her in a lump sum if he or she experiences severe financial hardship resulting from an illness or accident of the Eligible Employee, the spouse of the Eligible Employee or a dependent (as defined in Section 152(a) of the Code) of the Eligible Employee, loss of the Eligible Employee's property due to casualty, or other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the Eligible Employee (an "unforeseeable emergency"). The Committee shall have the sole discretion to determine whether to grant an Eligible Employee's withdrawal request under this Section 7.1(d) and the amount to distribute to the Eligible Employee; provided, however, that no distribution shall be made to an Eligible Employee under this Section 7.1(d) to the extent that such hardship is or may be relieved (1) through reimbursement or compensation by insurance or otherwise, (2) by liquidation of the Eligible Employee's assets, to the extent the liquidation of the Eligible Employee's assets would not itself cause severe financial hardship, or (3) by cessation of deferral elections under this Plan. The amount of any distributions from an Eligible Employee's Account pursuant to this Section 7.1(d) shall be limited to the amount necessary to meet the unforeseeable emergency, plus amounts necessary to pay taxes reasonably anticipated as a result of the distribution. An Eligible Employee who takes a hardship withdrawal under this Section 7.1(d) will be ineligible to make deferrals under the Plan for the remainder of the Plan Year. Distribution shall be made on the first regularly scheduled pay date that coincides with or immediately follows the first day of the calendar month following the determination by the Committee that a hardship withdrawal will be permitted.

(e) Delay of Payments Under Certain Circumstances. Notwithstanding the provisions of paragraph (a) through (d) above, to the extent permitted by Section 409A of the Code and the regulations thereunder, Oxford, in its discretion, may delay payment to a date after the payment date designated in such paragraphs under any of the following circumstances:

(1) Payments Made As Soon As Practicable After the Specified Date. Payments will be made as soon as practicable after the date specified in paragraphs (a) through (d) and in any event within the same calendar year or, if later, by the fifteenth day of the third calendar month following the date specified in paragraphs (a) through (d).

(2) Payments that Would Violate a Loan Covenant or Similar Contractual Requirement. Payment will be delayed where the Committee reasonably anticipates that the making of the payment will violate a term of a loan agreement or other similar contract to which Oxford or another Company is a party and such violation will cause material harm to Oxford or such other Company; provided that the delayed payment is made at the earliest date at which the Committee reasonably anticipates that the making of the payment will not cause such violation, or such violation will not cause material harm to Oxford or the Company, and provided that the facts and circumstances indicate that Oxford or the Company entered into such loan agreement or other similar contract for legitimate business reasons and not to avoid the restrictions on deferral elections and subsequent deferral elections under Section 409A of the Code.

(3) Payments that Would Violate Federal Securities Laws or Other Applicable Law. Payment will be delayed where the Committee reasonably anticipates that the making of the payment will violate federal securities laws or other applicable law; provided that the delayed payment is made at the earliest date at which the Committee reasonably anticipates that the making of the payment will not cause such violation.

Section 7.3. Distribution Forms.

(a) Separation from Service After Retirement Age. An Eligible Employee may elect that if he or she Separates from Service after Retirement Age, his or her subaccount for a Plan Year shall be distributed in a lump sum or annual installments over 2 to 15 years. Notwithstanding anything in this paragraph (a) to the contrary, if the Eligible Employee's Account balance following Separation from Service is less than $25,000, then the Account will be distributed in a lump sum.

(b) Separation from Service Before Retirement Age or Death. If the Eligible Employee Separates from Service before Retirement Age or dies, his or her entire Account will be distributed in a lump sum, regardless of whether in-service distributions have commenced pursuant to Section 7.2(c).

(c) In-Service. An Eligible Employee may elect that an in-service distribution of his or her subaccount for a Plan Year elected in accordance with Section 7.2(c) be paid in a lump sum or in annual installments over 2 to 5 years. An Eligible Employee may revise such in-service distribution election to change the form of distribution; provided, however, that (1) the revision will not take effect until 12 months after the date it is made, (2) the revision must be made at least 12 months before the in-service distribution otherwise would commence, and (3) the in-service distribution will be deferred for at least 5 years from the date the in-service distribution would have commenced in the absence of the revision. If the Eligible Employee Separates from Service before Retirement Age or dies, his or her Account will be distributed in accordance with Section 7.3(b) and not this Section 7.3(c), even if distributions had commenced under this Section 7.3(c). However, if the Eligible Employee Separates from Service after Retirement Age, then any distributions that had commenced under this Section 7.3(c) shall continue as scheduled (unless the Eligible Employee's Account balance following Separation from Service is less than $25,000), but if distributions had not commenced under this Section 7.3(c), all distributions shall be made in accordance with the form elected in Section 7.3(a). Notwithstanding anything in this paragraph to the contrary, if the Eligible Employee's subaccount balance for which an in-service distribution election has been made is less than $5,000 at the time of in-service distribution commencement, such subaccount balance will be distributed in a lump sum.

(d) Installments. The amount of any installment distributable under this Section 7.3 shall be computed by multiplying the portion of the Eligible Employee's Account (or subaccount, as applicable) to be distributed in installments by a fraction, the numerator of which shall be one and the denominator of which shall be the number of installments remaining after such installment has been paid plus one.

Section 7.4. Beneficiary. An Eligible Employee shall designate (on a form provided for this purpose) a person, or more than one person, as his or her Beneficiary to receive the balance credited to his or her Account in the event of his or her death. An Eligible Employee may change his or her Beneficiary designation at any time. If no Beneficiary designation is in effect on the date an Eligible Employee dies or if no designated Beneficiary survives the Eligible Employee, the Eligible Employee's estate automatically shall be treated as his or her Beneficiary under this Plan.

ARTICLE VIII

NO FUNDING OBLIGATION

The obligation of the Company to make any distributions under this Plan shall be unfunded and unsecured; all distributions to, or on behalf of, an Eligible Employee under this Plan shall be made from the general assets of the Company, and any claim by an Eligible Employee or Beneficiary against the Company for any distribution under this Plan shall be treated the same as a claim of any general and unsecured creditor of Oxford or of any other Company by whom the Eligible Employee was employed. Notwithstanding the foregoing, Oxford may, in its discretion, establish one or more irrevocable grantor trusts for the purpose of funding all or part of its obligations under this Plan; provided, however, that the terms of any such trusts require that the assets thereof remain subject to the claims of Oxford's and the other Company's judgment creditors and are non-assignable and non-alienable by any Eligible Employee or Beneficiary prior to distribution thereof.

ARTICLE IX

COMPLIANCE WITH CODE SECTION 409A

Oxford intends that this Plan meet the requirements of Section 409A(a)(2), (3) and (4) of the Code (and any successor provisions of the Code) and the regulations and other guidance issued thereunder (the "Requirements") and be operated in accordance with such Requirements so that compensation deferred under this Plan (and applicable investment earnings) shall not be included in income under Section 409A of the Code. Any ambiguities in this Plan shall be construed to effect the intent as described in this Article IX. If any provision of this Plan is found to be in violation of the Requirements, then such provision shall be deemed to be modified or restricted to the extent and in the manner necessary to render such provision in conformity with the Requirements, or shall be deemed excised from this Plan, and this Plan shall be construed and enforced to the maximum extent permitted by the Requirements as if such provision had been originally incorporated in this Plan as so modified or restricted, or as if such provision had not originally been incorporated in this Plan, as the case may be.

ARTICLE X

MISCELLANEOUS

Section 10.1. Medium of Payment. All distributions under this Plan shall be made in cash.

Section 10.2. Making and Revoking Elections and Designations. Any election or designation or revised election or designation under this Plan shall be effective only when the properly completed election or designation form is received by the Committee or its delegate before the Eligible Employee’s death, subject to the rules set forth in this Plan.

Section 10.3. Statements. Oxford or its agent shall provide periodic statements to the Eligible Employee to show his or her Account balance.

Section 10.4. Claims Procedure. Any claim for a benefit under this Plan shall be filed and resolved in accordance with the claims procedure provided under the 401(k) Plan, which procedure hereby incorporated in this Plan by reference, except that (a) the Committee of this Plan shall be the entity with whom a claim for review should be filed under this Plan and (b) the Committee has absolute discretion to resolve any claims under this Plan.

Section 10.5. Withholding. The Company may take whatever action that the Company deems appropriate to satisfy applicable federal, state and local income tax withholding requirements that the Company determines applicable under this Plan.

Section 10.6. No Liability. No Eligible Employee and no Beneficiary of an Eligible Employee shall have the right to look to, or have any claim whatsoever against, any officer, director, employee or agent of the Company in his or her individual capacity for the distribution of any Account.

Section 10.7. Nonalienation of Benefits. No benefit or payment under this Plan shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, levy or charge, and any attempt so to anticipate, alienate, sell, transfer, assign, pledge, encumber, levy upon or charge the same shall be void. Notwithstanding this statement, if an Eligible Employee is indebted to the Company at any time when payments are required to be made under the provisions of this Plan, the Company shall have the right to reduce the amount of payments remaining to be made to the Eligible Employee or his or her Beneficiary under the Plan to the extent of such indebtedness. An election by the Company not to reduce such payment shall not constitute a waiver of its claim for such indebtedness.

Section 10.8. Plan Administration. The Committee shall be the administrator of this Plan, and the Committee has the exclusive responsibility and complete discretionary authority to control the operation, management and administration of this Plan, with all powers necessary to enable it properly to carry out those responsibilities, including (but not limited to) the power to construe this Plan, to determine eligibility for benefits, to settle disputed claims and to resolve all administrative, interpretive, operational, equitable and other questions that arise under this Plan. The decisions of the Committee on all matters within the scope of its authority shall be final and binding. To the extent a discretionary power or responsibility under this Plan is expressly assigned to a person by the Committee, that person will have complete discretionary authority to carry out that power or responsibility and that person's decisions on all matters within the scope of that person's authority will be final and binding.

Section 10.9. Construction. This Plan shall be construed in accordance with the laws of the State of Georgia. Headings and subheadings have been added only for convenience of reference and shall have no substantive effect whatsoever. All references to the singular shall include the plural and all references to the plural shall include the singular.

Section 10.10. No Contract of Employment. Nothing contained in this Plan shall be construed as a contract of employment between the Company and an Eligible Employee, as a right of any Eligible Employee to be continued in the employment of the Company, or as a limitation of the right of the Company to discharge an Eligible Employee with or without cause.

Section 10.11. ERISA. Oxford intends that this Plan come within the various exceptions and exemptions to ERISA for a plan maintained for a "select group of management or highly compensated employees" as described in Sections 201(2), 301(a)(3), and 401(a)(1) of ERISA. Any ambiguities in this Plan shall be construed to affect the intent as described in this Section 10.11.

Section 10.12. Amendment and Termination. The Nominating, Compensation and Governance Committee of the Board shall have the right to amend this Plan from time to time and to terminate this Plan at any time; provided, however, that (a) the balance credited to each Account immediately after any such amendment or termination shall be no less than the balance credited to such Account immediately before such amendment or termination (as adjusted for phantom investment fund performance), (b) the Nominating, Compensation and Governance Committee may not accelerate the distribution of Account balances under this Plan upon termination, except to the extent permissible under Section 409A of the Code and the regulations thereunder, and (c) except to conform to the requirements of Section 409A of the Code, no amendment or termination shall adversely affect an Eligible Employee's right to the distribution of his or her Account or his or her Beneficiary's right to the distribution of such Account.

Section 10.13. Pre-2005 Oxford Plan.

(a) Pre-2005 Deferrals. The Pre-2005 Oxford Plan and any liabilities thereunder hereby are a part of this Plan effective as of January 1, 2006. Any amounts deferred before January 1, 2005 under the Pre-2005 Oxford Plan (as determined in accordance with Section 409A of the Code and the regulations thereunder) shall be governed by the terms of the Pre-2005 Oxford Plan, which is attached to this Plan as Exhibit A. Nothing herein is intended to give any additional benefits to or enhance the benefits of a participant in the Pre-2005 Oxford Plan and it is intended that amounts deferred under that plan (and any earnings on such amounts) are not subject to Section 409A of the Code. There shall be no further deferrals under the terms of the Pre-2005 Oxford Plan after December 31, 2004.

(b) Post-2004 and Pre-2006 Deferrals. The Pre-2005 Oxford Plan is amended to comply with Section 409A of the Code in the form of the addendum attached to this Plan as Exhibit B with respect to amounts deferred in taxable years beginning after December 31, 2004 and before January 1, 2006.

Section 10.14. Tommy Bahama Plan.

(a) Pre-2005 Deferrals. The Tommy Bahama Plan and any liabilities thereunder hereby are a part of this Plan effective as of January 1, 2006. Any amounts deferred before January 1, 2005 under the Tommy Bahama Plan (as determined in accordance with Section 409A of the Code and the regulations thereunder) shall be governed by the terms of the Tommy Bahama Plan, which is attached to this Plan as Exhibit C. Nothing herein is intended to give any additional benefits to or enhance the benefits of a participant in the Tommy Bahama Plan and it is intended that amounts deferred under that plan (and any earnings on such amounts) are not subject to Section 409A of the Code. There shall be no further deferrals under the terms of the Tommy Bahama Plan after December 31, 2004.

(b) Post-2004 and Pre-2006 Deferrals. The Tommy Bahama Plan is amended to comply with Section 409A of the Code in the form of the addendum attached to this Plan as Exhibit D with respect to amounts deferred in taxable years beginning after December 31, 2004 and before January 1, 2006. Each Deferred Compensation Account maintained under the Tommy Bahama Plan for a person who is an active Employee on January 1, 2006 shall be fully vested as of January 1, 2006.

IN WITNESS WHEREOF, Oxford Industries, Inc. has caused this Plan document to be executed this ___ day of __________, 2005.

ATTEST:	OXFORD INDUSTRIES, INC.
______________________________	______________________________
By:	By:

EXHIBIT A

OXFORD INDUSTRIES, INC.

NON-QUALIFIED DEFERRED COMPENSATION PLAN

OXFORD INDUSTRIES, INC.

NON-QUALIFIED DEFERRED COMPENSATION PLAN

ARTICLE I — PURPOSE; EFFECTIVE DATE

1.1. **Purpose**. The purpose of this Oxford Industries, Inc. Non-Qualified Deferred Compensation Plan (the "Plan") is to permit a select group of management and highly compensated employees of Oxford Industries, Inc. and its subsidiaries (the "Company") to defer the receipt of income which would otherwise become payable to them. It is intended that this Plan, by providing this deferral opportunity, will assist the Company in attracting and retaining individuals of exceptional ability.

1.2. **Effective Date**. The Plan shall be effective as of January 1, 2001.

ARTICLE II — DEFINITIONS

For the purpose of this Plan, the following terms shall have the meanings indicated unless the context clearly indicates otherwise:

2.1. **Account(s)**. "Account(s)" means the account or accounts maintained on the books of the Company used solely to calculate the amount payable to each Participant under this Plan and shall not constitute a separate fund or assets. The Accounts available for each Participant shall be identified as:

a) Retirement Account and/or,

b) Up to two In-Service Accounts.

2.2. **Beneficiary**. "Beneficiary" means the person, persons or entity, as designated by the Participant, entitled under Article VI to receive any Plan benefits payable after the Participant's death.

2.3. **Board**. "Board" means the Board of Directors of the Company.

2.4. **Change in Control**. A "Change in Control" shall occur if:

a) Any "person" or "group" (within the meaning of Sections 13(d) and 14(d)(2) of the Securities Exchange Act of 1934, as amended) becomes the "beneficial owner" (as defined in Rule 13-d under such Act) of more than fifty (50%) of the then outstanding voting stock of the Company, other than through a transaction arranged by, or consummated with the prior approval of, the Board; or

b) During any period of two (2) consecutive years, individuals who at the beginning of such period constitute the Board (and any new Director whose election by the Board or whose nomination for election by the stockholders of the Company was approved by a vote of at least two-thirds (2/3) of the Directors at the beginning of such period or whose election or nomination for election was previously so approved) cease for any reason to constitute a majority thereof; or

c) The shareholders of Company approve a merger or consolidation of Company with any other corporation, other than a merger or consolidation which would result in the voting securities of a Company outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity) more than eighty percent (80%) of the combined voting power of the voting securities of Company or such surviving entity outstanding immediately after such merger or consolidation; or

d) The shareholders of Company approve a plan of complete liquidation of Company or an agreement for the sale or disposition by Company of all or substantially all of the Company's assets.

2.5. **Committee**. "Committee" means the Committee appointed by the Board to administer the Plan pursuant to Article VII.

2.6. **Company**. "Company" means Oxford Industries, Inc., a Georgia corporation, and any directly or indirectly affiliated subsidiary corporations, any other affiliate which is designated by the Board, or any successor to the business thereof.

2.7. **Compensation**. "Compensation" means the base salary, commissions and/or bonus compensation payable to a Participant with respect to employment services performed for the Company by the Participant and Company matching contributions that would otherwise be included in "wages" for purposes of federal income tax withholding. For purposes of this Plan, Compensation shall be calculated before reduction for any amounts deferred by the Participant pursuant to the Company's tax qualified plans which may be maintained under Section 401(k) or Section 125 of the Internal Revenue Code of 1986, as amended, (the "Code"), or pursuant to this Plan or any other non-qualified plan which permits the voluntary deferral of compensation. Inclusion of any other forms of compensation is subject to Committee Approval.

2.8. **Deferral Commitment**. "Deferral Commitment" means a commitment made by a Participant and accepted by the Committee to defer a portion of Compensation paid to or earned such Participant during a specified Deferral Period. The Deferral Commitment shall apply to each payment of salary and/or bonus, as applicable, earned by or payable to a Participant for a given Deferral Period, and shall specify the Account or Accounts to which such deferrals shall be credited. Such designation shall be made in whole percentages and shall be made in a form acceptable to the Committee. Once made, a Deferral Commitment shall, except as otherwise provided herein, be irrevocable by the Participant for the Deferral Period to which it applies.

2.9. **Deferral Period**. "Deferral Period" means a calendar year to which a Deferral Commitment applies.

2.10. **Determination Date**. "Determination Date" means the last business day of each calendar month.

2.11. **Disability**. "Disability" means a physical or mental condition that prevents the Participant from satisfactorily performing the Participant's duties for Company. The Committee shall, in its sole discretion, determine the existence of Disability and may rely on such evidence of disability as it deems appropriate, including a determination of disability under the Company's long-term disability plan or advice from a medical examiner satisfactory to the Committee.

2.12. **Discretionary Contribution**. "Discretionary Contribution" means the Company contribution credited to a Participant's Account(s) under Section 4.5, below.

2.13. **Distribution Election**. "Distribution Election" means the form prescribed by the Committee and completed by the Participant, indicating the chosen form of payment for benefits payable from each

Account under this Plan, as elected by the Participant.

2.14. **Financial Hardship**. "Financial Hardship" means a severe, unexpected and unforeseeable financial hardship of the Participant resulting from a Disability of the Participant, a sudden and unexpected illness or accident of the Participant or of a dependent of the Participant, uninsured loss of the Participant's property due to casualty, or other similar extraordinary and unforeseeable circumstance arising as a result of events beyond the control of the Participant. Financial Hardship shall be determined based upon such standards as are, from time to time, established by the Committee, and such determination shall be in the sole discretion of the Committee.

2.15. **401(k) Plan**. "401(k) Plan" means the Oxford Industries, Inc. Retirement Savings Plan, or any other successor defined contribution plan maintained by the Company that qualifies under Section 401(a) of the Code and satisfies the requirements of Section 401(k) of the Code.

2.16. **Investment Option**. "Investment Option" means one or more of the independently established funds or indices that are identified and listed by the Committee. These Investment Options are used solely to calculate the investment gains or losses that are credited to each Participant's Account(s) in accordance with Article IV. The determination of the investment gains or losses attributable to the performance of each Investment Option shall be made by the Committee in its reasonable discretion. The Committee shall select and provide a list of the various Investment Options available to the Participants with respect to this Plan; provided, that the Committee may amend such list from time to time in its sole discretion.

2.17. **Matching Contribution**. "Matching Contribution" means the Company contribution credited to a Participant's Account(s) under Section 4.4, below.

2.18. **Participant**. "Participant" means any employee who is eligible pursuant to Section 3.1 to participate in this Plan and who has elected to defer Compensation under this Plan in accordance with Article III. Such employee shall remain a Participant in this Plan for the period of deferral and until such time as all benefits payable under this Plan have been paid in accordance with the provisions hereof.

2.19. **Plan**. "Plan" means this Oxford Industries, Inc. Non-Qualified Deferred Compensation Plan, as amended from time to time.

2.20. **Retirement**. "Retirement" means the termination of employment with the Company of the Participant on or after attaining age 65 or on or after attaining age 55 with at least 7 Years of Service, or a termination of employment that has received the approval by the Committee as qualifying as a Retirement under this Plan.

2.21. **Years of Service**. "Years of Service" shall have the meaning provided for such term for purposes of vesting under the 401(k) Plan, whether or not the Participant is a participant in such plan.

ARTICLE III — ELIGIBILITY AND PARTICIPATION

3.1. **Eligibility and Participation**.

a) Eligibility. Eligibility to participate in the Plan for a Deferral Period shall be limited to a select group of management or highly compensated employees of the Company designated by management, from time to time, and approved by the Committee.

b) Participation. An employee's participation in the Plan for a Deferral Period shall be effective upon notification to the employee by the Committee of eligibility to participate, completion and submission of a Deferral Commitment, Distribution Election Form and Investment Allocation Form to the Committee no later than the deadline established by the Committee, and the acceptance by the Committee of such forms.

3.2. **Form of Deferral**. A Deferral Commitment shall be made with respect to each payment of salary, commissions and/or bonus earned by or payable to a Participant during the Deferral Period, and shall designate the portion of each deferral that shall be allocated among the various Accounts. The Participant shall set forth the amount to be deferred as a full percentage of salary, commission and/or bonus. In addition, the Participant shall specify in a separate form (known as the "Investment Allocation Form") filed with the Committee, the Participant's initial allocation of the amounts deferred into each Account among the various available Investment Options.

3.3. **Limitations on Deferral Commitments**. The maximum percentage of each payment of base salary and commissions that may be deferred during a Deferral Period shall be fifty percent (50%), and the maximum percentage of bonus compensation that may be deferred during the Deferral Period shall be one hundred percent (100%). The Committee may set such additional limitations for a Deferral Period, as it determines in its sole discretion, once it has reviewed the participation level for such Deferral Period.

3.4. **Commitment Limited by Termination**. If a Participant terminates employment with Company prior to the end of a Deferral Period, the Deferral Commitment in effect for such Deferral Period shall be revoked as of the date of such termination.

3.5. **Modification of Deferral Commitment**. Except as provided in Sections 3.4 and 5.5, a Deferral Commitment for a Deferral Period shall be irrevocable by the Participant during such Deferral Period.

3.6. **Change in Employment Status**. If the Committee, in its sole discretion, determines that the Participant no longer qualifies as a member of a select group of management or highly compensated employees, as determined in accordance with the Employee Retirement Income Security Act of 1974, as amended, the Committee may, in its sole discretion, terminate any Deferral Commitment currently in effect, prohibit the Participant from making any future Deferral Commitments and/or distribute the Participant's Account Balances in accordance with Article V of this Plan as if the Participant had terminated employment with the Company as of that time.

ARTICLE IV — DEFERRED COMPENSATION ACCOUNT

4.1. **Accounts**. The Compensation deferred by a Participant under the Plan, any Matching Contributions deferred under the Plan, Discretionary Contributions and Earnings shall be credited to the Participant's Account(s). The Participant shall designate the portion of each deferral that will be credited to each Account as set forth in Section 3.2(a). These Accounts shall be used solely to calculate the amount payable to each Participant under this Plan and shall not constitute a separate fund of assets.

4.2. **Timing of Credits; Withholding**. A Participant's deferred Compensation shall be credited to each Account designated by the Participant on the last business day of the month during which the compensation deferred would have otherwise been payable to the Participant. Any Matching Contributions shall be credited to each Account on the last business day of the month during which the deferred Compensation to which the Matching Contributions relates was credited to each Account. Any Discretionary Contributions shall be credited to the appropriate Account(s) as provided by the Committee. Any withholding of taxes or other amounts with respect to deferred Compensation that is required by local, state or federal law shall be withheld from the Participant's corresponding non-deferred portion of the Compensation to the maximum extent possible, and any remaining amount shall reduce the amount credited to the Participant's Account in a manner specified by the Committee.

4.3. **Investment Options**. A Participant shall designate, at a time and in a manner acceptable to the Committee, one or more Investment Options for each Account to be used for the sole purpose of determining the amount of Earnings to be credited or debited to such Account. Such election shall designate the portion of each deferral of Compensation made into each Account that shall be allocated among the available Investment Option(s), and such election shall apply to each succeeding deferral of Compensation until such time as the Participant shall file a new election with the Committee. Upon notice to the Committee, the Participant may also reallocate the balance in each Investment Option among the other available Investment Options as of the next succeeding Determination Date, but in no event shall such re-allocation occur more frequently than monthly.

4.4. **Matching Contributions**. The Company shall credit the portion elected by the Participant of the Company's total Matching Contribution on behalf of the Participant to the Account designated by the Participant.

4.5. **Discretionary Contributions**. The Company may make Discretionary Contributions to a Participant's Account. Discretionary Contributions shall be credited and shall become vested at such times and in such amounts as recommended by the Committee and approved by the Compensation Committee of the Board, or the Board, in its sole discretion. Unless the Committee specifies otherwise, such Discretionary Contribution shall be allocated among the various Accounts in the same proportion as set forth in section 4.1.

4.6. **Determination of Accounts**. Each Participant's Account as of each Determination Date shall consist of the balance of the Account as of the immediately preceding Determination Date, adjusted as follows:

a) **New Deferrals**. Each Account shall be increased by any deferrals credited since the prior Determination Date.

b) **Company Contributions**. Each Account shall be increased by any Matching and/or Discretionary Contributions credited since the prior Determination Date.

c) **Distributions**. Each Account shall be reduced by the amount of each benefit payment made from that Account since the prior Determination Date. Distributions shall be deemed to have been made proportionally from each of the Investment Options maintained within such Account based on the proportion that such Investment Option bears to the sum of all Investment Options maintained within such Account for that Participant as of the Determination Date immediately preceding the date of payment.

d) **Earnings**. Each Account shall be increased or decreased by the Earnings credited to such Account since the prior Determination Date as though the balance of that Account as of the beginning of the current month had been invested in the applicable Investment Options chosen by the Participant.

4.7. **Vesting of Accounts**. Each Participant shall be vested in the amounts credited to such Participant's Account and Earnings thereon as follows:

a) **Amounts Deferred**. A Participant shall be one hundred percent (100%) vested at all times in the Participant's deferrals of salary, commission and/or bonus and the Earnings thereon.

b) **Matching Contributions**. A Participant shall be one hundred percent (100%) vested at all times in the Matching Contributions made under the Plan and the Earnings thereon.

c) **Discretionary Contributions**. A Participant's Discretionary Contributions and Earnings thereon shall become vested as determined by the Committee and as approved by the Compensation Committee of the Board, or the Board.

4.8. **Statement of Accounts**. Each Participant shall receive a statement showing the balances in the Participant's Account on a quarterly basis.

ARTICLE V — PLAN BENEFITS

5.1. **Retirement Account**. The vested portion of a Participant's Retirement Account shall be distributed to the Participant upon the Participant's termination of employment with the Company. Benefits under this section shall be payable the January following termination of employment, but no sooner than thirty (30) days following termination. The form of benefit payment shall be that form selected by the Participant pursuant to Section 5.6 unless the Participant terminates employment prior to Retirement, in which event, the Retirement Account shall be paid in the form of a lump sum payment unless the Committee determines, upon written request, to allow the payment to be made in the form designation on the Distribution Election Form.

5.2. **In-Service Account**. The vested portion of a Participant's In-Service Account shall be distributed to the Participant upon the date chosen by the Participant in the Distribution Election Form, but in no event shall the date specified for commencement of payment be earlier than five (5) years from the beginning of the first Deferral Period during which the Participant elected compensation to be deferred into that Account. The form of benefit payment shall be that form selected by the Participant pursuant to Section 5.7. However, if the Participant terminates employment with the Company prior to the date so chosen by the Participant, the vested portion of the In-Service Account shall be added to the Retirement Account as of the date of termination of service and shall be paid in accordance with the provisions of Section 5.1.

5.3. **Death Benefit**. Upon the death of a Participant, Company shall pay to the Participant's Beneficiary an amount equal to the remaining unpaid and vested Account balance in each Account in the form of a lump sum payment.

5.4. **Hardship Distributions**. Upon a finding that a Participant has suffered a Financial Hardship, the Committee may, in its sole discretion, amend the existing Deferral Commitment, or make distributions from any or all of the Participant's Accounts. The amount of such distribution shall be limited to the amount reasonably necessary to meet the Participant's needs resulting from the Financial Hardship plus applicable taxes, and shall not exceed the Participant's vested Account balances. If payment is made from any or all of the Participant's accounts due to Financial Hardship, the Participant's deferrals under this Plan shall cease for the remainder of the current Deferral Period and the next subsequent Deferral Period.

5.5. **Withdrawal with Penalty**. The Participant may elect, in the sole discretion of the Participant, to withdraw from participation in this Plan, and to cause the total vested portion of the Participant's Account balances to be distributed in accordance with this Article V as if the Participant had terminated service with the Company as of the time of such election, except that such Account balances shall be reduced by a penalty of ten percent (10%) of such Account Balances. The Participant's account balances, less the 10% penalty, shall be paid to the Participant or the Participant's Beneficiary as soon as administratively practical in the form of a lump sum payment. The Participant, or the Participant's Beneficiary, may file such an election at any time prior to the complete payment of benefits due under this Plan. Upon the filing of this election, any Deferral Commitment for the current Deferral Period shall be terminated and the Participant shall be prohibited from participating in this Plan for the next subsequent Deferral Period.

5.6. **Form of Payment**. Unless otherwise specified in paragraphs 5.1, 5.2, 5.3, or 5.5, the benefits payable from any Account under this Plan shall be paid in the form of benefit as provided below, and as specified by the Participant in the Distribution Election, which election shall be irrevocable once made. The permitted forms of benefit payments are:

a) A lump sum amount which is equal to the vested Account balance;

b) In the event of distributions from the Retirement Account, annual installments for a period of five (5), ten (10) or fifteen (15) years where the annual payment shall be equal to the balance of the Account immediately prior to the payment, multiplied by a fraction, the numerator of which is one (1) and the denominator of which commences at the number of annual payment initially chosen and is reduced by one (1) in each succeeding year. Earnings on the unpaid balance shall be based on the most recent allocation among the available Investment Options chosen by the Participant, made in accordance with Section 4.3;

c) In the event of distributions from the In-Service Account, annual installments for a period up to five (5) where the annual payment shall be equal to the balance of the Account immediately prior to the payment, multiplied by a fraction, the numerator of which is one (1) and the denominator of which commences at the number of annual payment initially chosen and is reduced by one (1) in each succeeding year. Earnings on the unpaid balance shall be based on the most recent allocation among the available Investment Options chosen by the Participant, made in accordance with Section 4.3; and,

d) Any other form of payment requested by the Participant and approved by the Committee.

5.7. **Small Account**. Except as otherwise determined by the Committee, if the total of a Participant's vested, unpaid Account balances as of the Participant's Retirement is less than $25,000, the remaining unpaid, vested Account(s) shall be paid in a lump sum, notwithstanding any election by the Participant to the contrary.

5.8. **Withholding; Payroll Taxes**. The Company shall withhold from any payment made pursuant to this Plan any taxes required to be withheld from such payments under local, state or federal law.

5.9. **Payment to Guardian**. If a Plan benefit is payable to a minor or a person declared incompetent or to a person incapable of handling the disposition of the property, the Committee may direct payment to the guardian, legal representative or person having the care and custody of such minor, incompetent or person. The Committee may require proof of incompetency, minority, incapacity or guardianship as it may deem appropriate prior to distribution. Such distribution shall completely discharge the Committee and Company from all liability with respect to such benefit.

5.10. **Effect of Payment**. The full payment of the applicable benefit under this Article V shall completely discharge all obligations on the part of the Company to the Participant (and the Participant's Beneficiary) with respect to the operation of this Plan, and the Participant's (and Participant's Beneficiary's) rights under this Plan shall terminate.

ARTICLE VI — BENEFICIARY DESIGNATION

6.1. **Beneficiary Designation**. Each Participant shall have the right, at any time, to designate one (1) or more persons or entities as Beneficiary (both primary as well as secondary) to whom benefits under this Plan shall be paid in the event of Participant's death prior to complete distribution of the Participant's vested Account balance. Each Beneficiary designation shall be in a written form prescribed by the Committee and shall be effective only when filed with the Committee during the Participant's lifetime.

6.2. **Changing Beneficiary**. Any Beneficiary designation may be changed by the filing of a new Beneficiary designation with the Committee.

6.3. **No Beneficiary Designation**. If any Participant fails to designate a Beneficiary in the manner provided above, if the designation is void, or if the Beneficiary designated by a deceased Participant dies before the Participant or before complete distribution of the Participant's benefits, the Participant's Beneficiary shall be the Participant's estate.

6.4. **Effect of Payment**. Payment to the Beneficiary shall completely discharge the Company's obligations under this Plan.

ARTICLE VII — ADMINISTRATION

7.1. **Committee; Duties**. This Plan shall be administered by the Committee, which shall consist of not less than three (3) persons appointed by the Board, except after a Change in Control as provided in Section 7.5. The Committee shall have the authority to make, amend, interpret and enforce all appropriate rules and regulations for the administration of the Plan and decide or resolve any and all questions, including interpretations of the Plan, as may arise in such administration. A majority vote of the Committee members shall control any decision. Members of the Committee may be Participants under this Plan.

7.2. **Agents**. The Committee may, from time to time, employ agents and delegate to them such administrative duties as it sees fit, and may from time to time consult with counsel who may be counsel to the Company.

7.3. **Binding Effect of Decisions**. The decision or action of the Committee with respect to any question arising out of or in connection with the administration, interpretation and application of the Plan and the rules and regulations promulgated hereunder and with respect to determining eligibility to participate in the Plan, whether, when and in what amount benefits are payable under the Plan, and any factual determinations shall made in the Committee's sole discretion and shall be final, conclusive and binding upon all persons.

7.4. **Indemnity of Committee**. The Company shall indemnify and hold harmless the members of the Committee against any and all claims, loss, damage, expense or liability arising from any action or failure to act with respect to this Plan on account of such member's service on the Committee, except in the case of gross negligence or willful misconduct.

7.5. **Election of Committee After Change in Control**. After a Change in Control, vacancies on the Committee shall be filled by majority vote of the remaining Committee members and Committee members may be removed only by such a vote. If no Committee members remain, a new Committee shall be elected by majority vote of the Participants in the Plan immediately preceding such Change in control. No amendment shall be made to Article VII or other Plan provisions regarding Committee authority with respect to the Plan without prior approval by the Committee.

ARTICLE VIII — CLAIMS PROCEDURE

8.1. **Claim**. Any person or entity claiming a benefit, requesting an interpretation or ruling under the Plan (hereinafter referred to as "Claimant"), or requesting information under the Plan shall present the request in writing to the Committee, which shall respond in writing as soon as practicable.

8.2. **Denial of Claim**. If the claim or request is denied, the written notice of denial shall state:

a) The reasons for denial, with specific reference to the Plan provisions on which the denial is based;

b) A description of any additional material or information required and an explanation of why it is necessary; and

c) An explanation of the Plan's claim review procedure.

8.3. **Review of Claim**. Any Claimant whose claim or request is denied or who has not received a response within sixty (60) days may request a review by notice given in writing to the Committee within sixty (60) days following such denial or lack of response. The claim or request shall be reviewed by the Committee.

8.4. **Final Decision**. The decision on review shall normally be made within sixty (60) days after the Committee's receipt of claimant's claim or request. If an extension of time is required for a hearing or other special circumstances, the Claimant shall be notified and the time limit shall be one hundred twenty (120) days. The decision shall be in writing and shall state the reasons and the relevant Plan provisions. All decisions on review shall be made in the Committee's sole discretion and shall be final and binding on all parties.

ARTICLE IX — AMENDMENT AND TERMINATION OF PLAN

9.1. **Amendment**. The Board may at any time amend the Plan by written instrument, notice of which is given to all Participants and to Beneficiaries receiving installment payments, subject to the following; provided, that no amendment shall reduce the amount accrued in any Account as of the date such notice of the amendment is given.

9.2. **Company's Right to Terminate**. The Board may at any time partially or completely terminate the Plan, as it determines in its sole discretion.

a) **Partial Termination**. The Board may partially terminate the Plan by instructing the Committee not to accept Deferral Commitments for future Deferral Periods. If such a partial termination occurs, the Plan shall continue to operate and be effective with regard to Deferral Commitments entered into prior to the effective date of such partial termination.

b) **Complete Termination**. The Board may completely terminate the Plan by instructing the Committee not to accept Deferral Commitments for future Deferral Periods, and by terminating all current Deferral Commitments. In the event of complete termination, the Plan shall cease to operate and Company shall distribute each Account to the appropriate Participant. Payment shall be made as a lump sum.

ARTICLE X — MISCELLANEOUS

10.1. **Unfunded Plan**. This plan is an unfunded plan maintained primarily to provide deferred compensation benefits for a select group of "management or highly-compensated employees" within the meaning of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), and therefore is exempt from the provisions of Parts 2, 3 and 4 of Title I of ERISA. Accordingly, the Board may take such actions as it, in its sole discretion, deems appropriate if it is determined by the United States Department of Labor, a court of competent jurisdiction, or an opinion of counsel that the Plan constitutes an employee pension benefit plan within the meaning of Section 3 (2) of ERISA (as currently in effect or hereafter amended) which is not so exempt.

10.2. **Unsecured General Creditor**. Notwithstanding any other provision of this Plan, Participants and Participants' Beneficiary shall be unsecured general creditors, with no secured or preferential rights to any assets of Company or any other party for payment of benefits under this Plan. Any property held by Company for the purpose of generating the cash flow for benefit payments shall remain its general, unpledged and unrestricted assets. Company's obligation under the Plan shall be an unfunded and unsecured promise to pay money in the future.

10.3. **Trust Fund**. Company shall be responsible for the payment of all benefits provided under the Plan. At its discretion, Company may establish one (1) or more trusts, with such trustees as the Board may approve, for the purpose of assisting in the payment of such benefits. Although such a trust shall be irrevocable, its assets shall be held for payment of all Company's general creditors in the event of insolvency. To the extent any benefits provided under the Plan are paid from any such trust, Company shall have no further obligation to pay them. If not paid from the trust, such benefits shall remain the obligation of Company.

10.4. **Nonassignability**. Neither a Participant nor any other person shall have any right to commute, sell, assign, transfer, pledge, anticipate, mortgage or otherwise encumber, transfer, hypothecate or convey in advance of actual receipt the amounts, if any, payable hereunder, or any part thereof, which are, and all rights to which are, expressly declared to be unassignable and non-transferable. No part of the amounts payable shall, prior to actual payment, be subject to seizure or sequestration for the payment of any debts, judgements, alimony or separate maintenance owed by a Participant or any other person, nor be transferable by operation of law in the event of a Participant's or any other person's bankruptcy or insolvency.

10.5. **Not a Contract of Employment**. This Plan shall not constitute a contract of employment between Company and the Participant. Nothing in this Plan shall give a Participant the right to be retained in the service of Company or to interfere with the right of the Company to discipline or discharge a Participant at any time.

10.6. **Protective Provisions**. A Participant shall cooperate with Company by furnishing any and all information requested by Company in order to facilitate the payment of benefits hereunder and by taking such action as may be requested by Company.

10.7. **Governing Law**. The provisions of this Plan shall be construed and interpreted according to the laws of the State of Georgia, except as preempted by federal law.

10.8. **Validity**. If any provision of this Plan shall be held illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining parts hereof, but this Plan shall be construed and enforced as if such illegal and invalid provision had never been inserted herein.

10.9. **Notice**. Any notice required or permitted under the Plan shall be sufficient if in writing and hand delivered or sent by registered or certified mail. Such notice shall be deemed given as of the date of delivery or, if delivery is made by mail, as of the date shown on the postmark on the receipt for registration or certification. Mailed notice to the Committee shall be directed to the company's primary business address. Mailed notice to a Participant or Beneficiary shall be directed to the individual's last known address in company's records

10.10. **Successors**. The provisions of this Plan shall bind and inure to the benefit of Company and its successors and assigns. The term successors as used herein shall include any corporate or other business entity which shall, whether by merger, consolidation, purchase or otherwise acquire all or substantially all of the business and assets of Company, and successors of any such corporation or other business entity.

OXFORD INDUSTRIES, INC.

By: ____________________
Title: ____________________

EXHIBIT B

PRE-2005 OXFORD PLAN

SPECIAL RULES APPLICABLE TO 2005 COMPENSATION

Notwithstanding any other provision of the Pre-2005 Oxford Plan to the contrary, the provisions of this Exhibit B shall supersede all inconsistent provisions of the Pre-2005 Oxford Plan with respect to amounts deferred in taxable years beginning after December 31, 2004 and before January 1, 2006 (and earnings on such amounts). All other provisions of the Pre-2005 Oxford Plan shall apply with respect to such deferrals to the extent not inconsistent with the provisions of this Exhibit B or Section 409A of the Code, as determined by the Plan Administrator in its sole and absolute discretion. This Exhibit B is intended to (a) satisfy the requirements of Section 409A(a)(2), (3) and (4) of the Code for deferrals made after December 31, 2004 and before January 1, 2006 and (b) not constitute a material modification of the Pre-2005 Oxford Plan with respect to amounts deferred before January 1, 2005.

1. Account(s). A separate bookkeeping account shall be established to account for deferrals made in taxable years beginning after December 31, 2004 and before January 1, 2006 and any earnings on such deferrals. The portion of any Account that was not fully vested on December 31, 2004 shall be treated as a deferral made in taxable years beginning after December 31, 2004.

2. Participation. A Deferral Commitment shall only apply to defer a portion of Compensation consisting of base salary, commissions and/or bonus compensation earned by a Participant during the Deferral Period. The deadline for completion and submission of a Deferral Commitment and Distribution Election Form is December 31, 2004.

3. Change in Employment Status. The provisions of Section 3.6 of the Pre-2005 Oxford Plan shall not apply.

4. Hardship Distributions. The provisions of Sections 2.14 and 5.4 of the Pre-2005 Oxford Plan shall not apply, and Section 7.2(d) of the Plan shall apply as if incorporated in the Pre-2005 Oxford Plan.

5. Distribution of Retirement Account. In order for a termination of employment with the Company to trigger a distribution, the termination of employment must qualify as a “separation from service” within the meaning of Section 409A of the Code and the regulations thereunder. Distribution upon termination of employment will be made in the form selected by the Participant, unless the Participant terminates employment prior to Retirement, in which case the Retirement Account shall be paid in the form of a lump sum payment, with no Committee discretion to pay in another form. A distribution made as a result of the Participant’s termination of employment (whether prior to or upon Retirement) will commence on the first regularly scheduled pay date that coincides with or immediately follows the first day of the calendar month that is 6 months from the date the Participant terminates employment.

6. In-Service Account. A Participant may revise an in-service distribution election to change the time of distribution; provided, however, that (1) the revision will not take effect until 12 months after the date it is made, (2) the revision must be made at least 12 months before the in-service

distribution otherwise would commence, and (3) the in-service distribution will be deferred for at least 5 years from the date the in-service distribution would have commenced in the absence of the revision.

7. Death. If distribution is made as a result of the Participant's death under Section 5.3 of the Pre-2005 Oxford Plan, distribution will commence on the first regularly scheduled pay date that coincides with or immediately follows the first day of the calendar quarter immediately following the quarter in which his or her death occurred.

8. Withdrawal with Penalty. The provisions of Section 5.5 of the Pre-2005 Oxford Plan shall not apply.

9. Delay of Payments Under Certain Circumstances. Section 7.2(e) of the Plan shall apply as if incorporated in the Pre-2005 Oxford Plan.

10. Amendment and Complete Termination. The provisions of Sections 9.1 and 9.2(b) of the Pre-2005 Oxford Plan shall not apply, and Section 10.12 of the Plan shall apply as if incorporated in the Pre-2005 Oxford Plan.

EXHIBIT C

NONQUALIFIED DEFERRED COMPENSATION PLAN

SECTION 1

Definitions

1.1. Affiliate. “Affiliate” means any corporation, partnership, joint venture, association or similar organization or entity that is required to be aggregated with the Company pursuant to Code Sections 414(b), (c), or (m).

1.2. Code. “Code” means the Internal Revenue Code of 1986, as amended from time to time Any reference to a section of the Code includes any comparable section or sections of any future legislation that amends, supplements or supersedes that section.

1.3. Company. “Company” means Viewpoint International, Inc. located at 1071 Avenue of the Americas, NY, NY 10018, employer tax identification number 13-3676108 Which Company has established the Plan, as set forth herein

1.4. Compensation. “Compensation” means (*select one option):*

Option 1. ☑ Total taxable salary, bonuses and commissions paid to a Participant by the Employer (determined without regard to any amounts in the Participant’s Deferred Compensation Account).

Option 2. o Total taxable salary and commissions of the Participant paid or accrued by the Employer, but not including the value of any bonuses, stock options, stock appreciation rights (determined without regard to any amounts in the Participant’s Deferred Compensation Account).

Option 3. o Other ____

1.5. Deferred Compensation Account. “Deferred Compensation Account” means the book-keeping account maintained under the Plan in the Participant’s name to reflect amounts deferred under the Plan pursuant to Section 3 (as adjusted under Section 4) and (if elected by the Company) any Employer Discretionary Contributions made on behalf of the Participant (as adjusted under Section 4)

1.6. Deferral Election. “Deferral Election” means a written notice filed by the Participant with the Employer specifying the Compensation or bonus to be deferred by the Participant.

1.7. Distribution Date. “Distribution Date” means the date a Participant terminates employment or association with the Employers for whatever reason, unless such termination of employment is for Good Cause.

1.8. Early Retirement Date. “Early Retirement Date” means *(select one option):*

o The date the Participant attains ___ years of age.

☑ The date the Participant attains 55 years of age and has been employed by the Company or its Affiliates for at least 10 years.

1.9. Effective Date. “Effective Date” means July 20, 2001.

1.10. Employee. “Employee” means an employee of an Employer who meets the eligibility criteria set forth in Subsection 3.1 of the Plan and who is a member of a select group of management or highly compensated employees as defined under ERISA or the regulations thereunder.

1.11. Employer. “Employer” means, individually, the Company and each Affiliate of the Company that adopts the Plan in accordance with Subsection 7.1. The Company and any Affiliates that adopt the Plan are sometimes collectively referred to herein as the “Employers.”

1.12. ERISA. “ERISA” means the Employee Retirement Income Security Act of 1974, as amended from time to time. Any reference to a section of ERISA includes any comparable section or sections of any future legislation that amends, supplements or supersedes that section.

1.13. Excess Contributions. “Excess Contributions” means contributions determined to be excess contributions or excess deferrals (as such terms are defined in the regulations under Section 401(k) of the Code) for the Plan Year under a plan maintained by an Employer that is qualified under Sections 401(a) and 401(k) of the Code.

1.14. Independent Contractor. “Independent Contractor” means an individual who is not a common-law employee of an Employer but who receives payments from the Employer for services rendered.

1.15. Normal Retirement Date. “Normal Retirement Date” means *(select one option):*

- o The date the Participant attains ___ years of age.
- ☑ The date the Participant attains 65 years of age and has been employed by the Company or its Affiliates for at least 10 years.

1.16. Participant. “Participant” means an Employee or Independent Contractor who meets the eligibility criteria set forth in Subsection 3.1 and who has made a Deferral Election in accordance with the terms of the Plan.

1.17. Plan. “Plan” means the provisions of the Plan, as set forth herein, including the variable provisions selected and agreed to by the Company.

1.18. Plan Administrator. The “Plan Administrator” means *(select one option):*

- o The Company.
- o A committee of at least ___ members appointed by the Company
- ☑ The C.F.O. *(insert title)* of the Company.
- o Other ____

1.19. Plan Year. "Plan Year" means the calendar year. However, if the Effective Date of the Plan is other than January 1 of a year, the initial Plan Year shall be a short Plan Year, beginning on the Effective Date and ending on the following December 31.

1.20. Unforeseeable Financial Emergency. "Unforeseeable Financial Emergency" means a severe financial hardship of the Participant resulting from:

(a) A sudden and unexpected illness or accident of the Participant or of a dependent of the Participant;

(b) Loss of the Participant's principal residence due to casualty; or

(c) Such other similar extraordinary and unforeseeable circumstances resulting from events beyond the control of the Participant.

Whether a Participant has an Unforeseeable Financial Emergency shall be determined in the sole discretion of the Plan Administrator.

1.21. Valuation Date. "Valuation Date" means *(select one option):*

☑ Any business day.

o The last day of any calendar month.

o The last day of any calendar quarter.

o The last day of the Plan Year.

o Other____

1.22. Other Definitions. In addition to the terms defined in this Section 1, other terms are defined when first used in later Sections of this Plan.

SECTION 2

Purpose and Administration

2.1. Purpose. The Company has established the Plan primarily for the purpose of providing deferred compensation to a select group of management or highly compensated employees of the Employers. The Plan is intended to be a top-hat plan described in Section 201(2) of ERISA. If elected by the Company under Subsection 3.1 of the Plan, Independent Contractors also may participate in the Plan. The Company intends that the Plan (and each Trust under the Plan (as described in Subsection 6.1)) shall be treated as unfunded for tax purposes and for purposes of Title I of ERISA. An Employer's obligations hereunder, if any, to a Participant (or to a Participant's beneficiary) shall be unsecured and shall be a mere promise by the Employer to make payments hereunder in the future. A Participant (or the Participant's beneficiary) shall be treated as a general unsecured creditor of the Employer.

2.2. Administration. The Plan shall be administered by the Plan Administrator. The Plan Administrator shall serve at the pleasure of the Company's Board of Directors and may be removed by such Board, with or without cause. The Plan Administrator may resign upon prior written notice to the Company's Board of Directors.

The Plan Administrator shall have the powers, rights, and duties set forth in the Plan and shall have the power, in the Plan Administrator's sole and absolute discretion, to determine all questions arising under the Plan, including the determination of the rights of all persons with respect to the Plan and to interpret the provisions of the Plan and remedy any ambiguities, inconsistencies, or omissions Any decisions of the Plan Administrator shall be final and binding on ail persons with respect to the Plan and the benefits provided under' the Plan. The Plan Administrator may delegate the Plan Administrator's authority under the Plan to one or more officers or directors of the Company; provided, however, that (a) such delegation must be in writing, and (b) the officers or directors of the Company to whom the Plan Administrator is delegating authority must accept such delegation in writing.

If a Participant is serving as the Plan Administrator (either individually or as a member of a committee), the Participant may not decide or determine any matter or question concerning such Participant's benefits under the Plan that the Participant would not have the right to decide or determine if the Participant were not serving as the Plan Administrator

SECTION 3

Eligibility, Participation, Deferral Elections,
and Employer Contributions

3.1. Eligibility and Participation, Subject to the conditions and limitations of the Plan, the following persons are eligible to participate in the Plan *(select and complete option(s)):*

☑ All Employees with a rank of Manager (*insert title)* or above and with total earnings of at least $85,000 per Plan Year

o The following Employees of the Employers:

____

____

____

(Attach a separate sheet if necessary)

o The following Independent Contractors:

____

____

____

(Attach a separate sheet if necessary)

Any individuals specified above by an Employer may be changed by action of the Employer An Employee or Independent Contractor shall become a Participant in the Plan upon the execution and filing with the Plan Administrator of a written election to defer a portion of the Employee's or Independent Contractor's Compensation. A Participant shall remain a Participant until the entire balance of the Participant's Deferred Compensation Account has been distributed.

3.2. Rules for Deferral Elections. Any person identified in Subsection 3.1 may make a Deferral Election to defer receipt of Compensation he or she otherwise would be entitled to receive for a Plan Year in accordance with the rules set forth below:

(a) All Deferral Elections must be made in writing on the form prescribed by the Plan Administrator and will be effective only when filed with the Plan Administrator no later than the date specified by the Plan Administrator. In no event may a Deferral Election be made later than the last day of the Plan Year preceding the Plan Year in which the amount being deferred would otherwise be made available to the Participant. However, in the case of a Participant's initial year of employment or association with an Employer, the Participant may make a Deferral Election with respect to compensation for services to be performed subsequent to such Deferral Election, provided such election is made no later than 30 days after the date the Participant first becomes eligible for the Plan. Furthermore, in the case of a short initial Plan Year, each Participant may make a Deferral Election with respect to compensation for services to be performed subsequent to such Deferral Election, provided such election is made no later than 30 days after the Effective Date.

(b) With respect to Plan Years following the Participant's initial Plan Year of participation in the Plan, failure to complete a subsequent Deferral Election shall constitute a waiver of the Participant's right to elect a different amount of Compensation to be deferred for each such Plan Year and shall be considered an affirmation and ratification to continue the Participant's existing Deferral Election. However, a Participant may, prior to the beginning of any Plan Year, elect to increase or decrease the amount of Compensation to be deferred for the next following Plan Year by filing another Deferral Election with the Plan Administrator in accordance with paragraph (a) above.

(c) A Deferral Election in effect for a Plan Year may not be modified during the Plan Year, except that a Participant may terminate the Participant's Deferral Election during a Plan Year in the event of an Unforeseeable Financial Emergency.

3.3. Amounts Deferred. *(select one option):*

Option 1. ☑ Deferral of a Percentage of Compensation plus Bonus.

Commencing on the Effective Date, a Participant may elect to defer (a) up to 100% of the Participant's Compensation for a Plan Year and (b) up to 100% of the Participant's bonus for a Plan Year. The amount of Compensation and bonus deferred by a Participant shall be credited to the Participant's Deferred Compensation Account as of the Valuation Date coincident with or immediately following the date such Compensation and bonus would, but for the Participant's Deferral Election, be payable to the Participant.

Option 2. o Deferral of Bonus Only.

Commencing on the Effective Date, a Participant may elect to defer up to ___ % of any bonus awarded to the Participant during a Plan Year. The amount of bonus deferred by a Participant shall be credited to the Participant's Deferred Compensation Account as of the Valuation Date coincident with or immediately following such the date such bonus would, but for the Participant's Deferral Election, be payable to the Participant.

Option 3. ☑ Deferral of Excess Contributions

Commencing on the Effective Date, a Participant may elect to defer an amount equal to the Excess Contributions payable to the Participant during a Plan Year. Such amount shall be credited to the Participant's Deferred Compensation Account as of the Valuation Date coincident with or immediately following the date such amount would, but for the Participant's Deferral Election, be payable to the Participant.

3.4 <u>Employer Discretionary Contributions</u>. If selected by the Company below, an Employer may, in its sole discretion, credit to the Deferred Compensation Account of any Participant employed by that Employer an amount determined by the Employer in its sole discretion (an "Employer Discretionary Contribution") for a Plan Year. Any Employer Discretionary Contribution for a Plan Year will be credited to a Participant's Deferred Compensation Account as of the Valuation Date specified by the Employer.

(select one of the following options)

o No Employer Discretionary Contributions will be made under the Plan..

☑ Employer Discretionary Contributions may be made under the Plan for a Plan Year as determined by each Employer in its sole discretion.

SECTION 4

Deferred Compensation Accounts

4.1. Deferred Compensation Accounts. All amounts deferred pursuant to one or more Deferral Elections under the Plan and any Employer Discretionary Contributions shall be credited to a Participant's Deferred Compensation Account and shall be adjusted under Subsection 4.2

4.2. Deferral Account Adjustments and Investment Options. As of each Valuation Date, the Plan Administrator shall adjust amounts in a Participant's Deferred Compensation Account to reflect earnings (or losses) in the Investment Options (as defined in Subsection 4.4) attributable to the Participant's Deferred Compensation Account Earnings (or losses) on amounts in a Participant's Deferred Compensation Account shall accrue commencing on the date the Deferred Compensation Account first has a positive balance and shall continue to accrue until the entire balance in the Participant's Deferred Compensation Account has been distributed. Earnings (or losses) shall be credited to a Participant's Deferred Compensation Account based on the realized rate of return (net of any expenses and taxes paid from the Trust) on the Investment Options attributable to the Participant's Deferred Compensation Account.

4.3. Vesting. A Participant shall be fully vested in the amounts in the Participant's Deferred Compensation Account attributable to the Participant's Deferral Elections. If Employer Discretionary Contributions are made under the Plan, a Participant shall be vested in the amount in the Participant's Deferred Compensation Account attributable to Employer Discretionary Contributions in accordance with the following *(select Options 1, 2, or 3 and, if desired, Option 4. and/or Option 5):*

Option 1. ☑ Five Year Vesting Schedule

Vesting for Participants will be determined by *(select one):*

☑ Years of Service with the Employer.
o Years of Participation in this Plan.

Nonforfeitable Percentage

Less than 5 years	0%
5 or more years	100%

Option 2 o Seven Year Graded Vesting Schedule

Vesting for Participants will be determined by *(select one):*

o Years of Service with the Employer.
o Years of Participation in this Plan.

	Nonforfeitable Percentage
Less than 3 years	0%
3 years	20%
4 years	40%
5 years	60%
6 years	80%
7 years	100%

Option 3. o Other vesting schedule as described below:

___

___

___

___

Option 4. o Notwithstanding the foregoing vesting schedule, the balance in a Participant's Deferred Compensation Account attributable to Employer Discretionary Contributions will be forfeited if the Participant's employment or association with the Employer is terminated for Good Cause.

Option 5 o Notwithstanding the foregoing vesting schedule, the entire balance in a Participant's Deferred Compensation Account attributable to Employer Discretionary Contributions will be fully vested upon the Participant's Early Retirement Date.

For the purpose of determining a Participant's vested benefit with respect to Employer Discretionary Contributions, a "Year of Service" means each twelve-month period of employment or association with the Company and the Affiliates, and a "Year of Participation" means each twelve-month period of active participation in the Plan. Notwithstanding the foregoing, a Participant shall be fully vested in the entire balance in the Participant's Deferred Compensation Account upon the Participant's Normal Retirement Date, death or becoming disabled (as provided in Subsection 5.2 below), provided the date on which the Participant dies or becomes disabled occurs while the Participant is actively employed by or associated with the Employers. The portion of a Participant's Deferred Compensation Account in which the Participant is not fully vested shall be forfeited to the Employer by the Participant.

If elected by the Company under Option 4. above, notwithstanding the vesting schedule selected in Option 1., 2., or 3. above, the balance in a Participant's Deferred Compensation Account attributable to Employer Discretionary Contributions will be forfeited (and neither the Participant nor the Participant's beneficiaries will have any rights thereto) if the Participant's employment with the Employer is terminated for Good Cause. "Good Cause" means the Participant's gross negligence, fraud, dishonesty, or willful violation of any law or significant policy of the Employer that is committed in connection with the Participant's employment by or association with the Employer Whether a Participant has been terminated for Good Cause shall be determined by the Plan Administrator

4.4 Investment Options. The Company shall, from time to time and in its sole discretion, select one or more investment vehicles ("Investment Options") to be made available as the measuring standards for crediting earnings or losses to each participant's Deferred Compensation Account A Participant may select from such Investment Options in a manner established by the Company, the investment vehicle or vehicles to apply to his or her accounts and may change such selections, all in accordance with such rules as the Company may establish. Notwithstanding the foregoing, the Committee may change the method for crediting earnings or losses to each participant's accounts as described above by written notice to each Participant (including former Participants who then have a Deferred Compensation Account which would be affected by such change), which notice shall specify the new method for crediting earnings or losses to be used under this section, the effective date of such change and the Deferred Compensation Accounts to which such new method shall apply

SECTION 5

Payment of Benefits

5.1. Time and Method of Payment. Payment of the vested portion of a Participant's Deferred Compensation Account shall be made as soon as practicable following the Valuation Date coincident with or next following the Participant's Distribution Date; provided, however, that if the Company has elected a daily Valuation Date, such payment will be made as soon as practicable following the last business day of the month in which the Participant's Distribution Date occurs. Payment of the vested portion of a Participant's Deferred Compensation Account shall be made as follows *(select one option):*

Option 1. o A single, lump sum payment.

Option 2. o Substantially equal monthly installment payments for ____ months.

Option 3. ☑ Substantially equal monthly installment payments for 60 months with a one-time option to receive a lump sum payment. The Participant may elect to receive a single, lump sum payment in lieu of installment payments. Such election must be made by filing a written election with the Plan Administrator at least 30 days prior to the time installment payments would otherwise begin, and such election is subject to approval by the Employer of the Participant

5.2. Payment Upon Disability. In the event a Participant becomes disabled (as defined below) while the Participant is employed by or associated with an Employer, payment of the Participant's Deferred Compensation Account shall be made (or shall commence) as soon as practicable after the Valuation Date coincident with or next following the date on which the Plan Administrator determines that the Participant is disabled. For purposes of this Subsection 5.2, a Participant shall be considered disabled if the Participant is unable to engage in any substantially gainful activity by reason of any medically determined physical or mental impairment that can be expected to result in death or that has lasted or can be expected to last for a continuous period of not less than twelve months. Whether a Participant is disabled for purposes of the Plan shall be determined by the Plan Administrator, and in making such determination, the Plan Administrator may rely on the opinion of a physician (or physicians) selected by the Plan Administrator for such purpose

5.3. Payment Upon Death of a Participant. A Participant's Deferred Compensation Account shall be paid to the Participant's beneficiary (designated in accordance with Subsection 5.4) in a single lump sum as soon as practicable following the Valuation Date coincident with or next following the Participant's death.

5.4. Beneficiary. If a Participant is married on the date of the Participant's death, the Participant's beneficiary shall be the Participant's spouse, unless the Participant names a beneficiary or beneficiaries (other than the Participant's spouse) to receive the balance of the Participant's Deferred Compensation Account in the event of the Participant's death prior to the payment of the Participant's entire Deferred Compensation Account. To be effective, any beneficiary designation must be filed in writing with the Plan Administrator in accordance with rules and procedures adopted by the Plan Administrator for that purpose. A Participant may revoke an existing beneficiary designation by filing another written beneficiary designation with the Plan Administrator. The latest beneficiary designation received by the Plan Administrator shall be controlling. If no beneficiary is named by a Participant, or if the Participant survives all of the Participant's named beneficiaries and does not designate another beneficiary, the Participant's Deferred Compensation Account shall be paid in the following order of precedence:

(a) The Participant's spouse;

(b) The Participant's children (including adopted children) per stripes; or

(c) The Participant's estate.

5.5. Unforeseeable Financial Emergency. If the Plan Administrator determines that a Participant has incurred an Unforeseeable Financial Emergency, the Participant may receive in cash the portion of the balance of the Participant's Deferred Compensation Account needed to satisfy the Unforeseeable Financial Emergency, but only if the Unforeseeable Financial Emergency may not be relieved (a) through reimbursement or compensation by insurance or otherwise or (b) by liquidation of the Participant's assets to the extent the liquidation of such assets would not itself cause severe financial hardship. A payment on account of an Unforeseeable Financial Emergency shall not be in excess of the amount needed to relieve such Unforeseeable Financial Emergency and shall be made as soon as practicable following the date on which the Plan Administrator approves such payment.

5.6. Withholding of Taxes. In connection with the Plan, the Employers shall withhold any applicable Federal, state or local income tax and any employment taxes, including Social Security taxes, at such time and in such amounts as is necessary to comply with applicable laws and regulations.

SECTION 6

Miscellaneous

6.1. Funding. Each Employer under the Plan shall establish and maintain one or more trusts (individually, a "Trust") to hold assets to be used for payment of benefits under the Plan. The assets of the Trust with respect to benefits payable to the Participants employed by or associated with an Employer shall remain the assets of such Employer subject to the claims of its general creditors. Any payments by a Trust of benefits provided to a Participant under the Plan shall be considered payment by the applicable Employer and shall discharge such Employer from any further liability under the Plan for such payments.

6.2. Rights. Establishment of the Plan shall not be construed to give any Employee or Independent Contractor the right to be retained by the Employers or to any benefits not specifically provided by the Plan.

6.3. Interests Not Transferable. Except as to withholding of any tax under the laws of the United States or any state or locality and the provisions of Subsection 5.4, no benefit payable at any time under the Plan shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, or any other encumbrance of any kind or to any attachment, garnishment, or other legal process of any kind. Any attempt by a person (including a Participant or a Participant's beneficiary) to anticipate, alienate, sell, transfer, assign, pledge, or otherwise encumber any benefits under the Plan, whether currently or thereafter payable, shall be void. If any person shall attempt to, or shall alienate, sell, transfer, assign, pledge or otherwise encumber such person's benefits under the Plan, or if by any reason of such person's bankruptcy or other event happening at any time, such benefits would devolve upon any other person or would not be enjoyed by the person entitled thereto under the Plan, then the Plan Administrator, in the Plan Administrator's sole discretion, may terminate the interest in any such benefits of the person otherwise entitled thereto under the Plan and may hold or apply such benefits in such manner as the Plan Administrator may deem proper.

6.4. Forfeitures and Unclaimed Amounts. Unclaimed amounts shall consist of the amounts in the Deferred Compensation Account of a Participant that cannot be distributed because of the Plan Administrator's inability, after a reasonable search, to locate a Participant or the Participant's beneficiary, as applicable, within a period of two years after the Distribution Date upon which the payment of benefits became due. Unclaimed amounts shall be forfeited at the end of such two-year period. These forfeitures will reduce the obligations of the Employers, if any, under the Plan. After an unclaimed amount has been forfeited, the Participant or beneficiary, as applicable, shall have no further right to amounts in the Participant's Deferred Compensation Account.

6.5. Controlling Law. The law of the state New Hampshire shall be controlling in all matters relating to the Plan to the extent not preempted by Federal law.

6.6. Number. Words in the plural shall include the singular, and the singular shall include the plural.

6.7. Action by the Employers. Except as otherwise specifically provided herein, any action required of or permitted to be taken by an Employer under the Plan shall be by resolution of its Board of Directors or by resolution of a duly authorized committee of its Board of Directors or by action of a person or persons authorized by resolution of such Board of Directors or such committee.

6.8. Offset for Obligations to Employer. If, at such time as a Participant or a Participant's beneficiary becomes entitled to benefit payments hereunder, the Participant has any debt, obligation or other liability representing an amount owing to an Employer or an Affiliate of the Employer, and if such debt, obligation, or other liability is due and owing at the time benefit payments are payable hereunder, the Employer may offset the amount owing it or an Affiliate against the amount of benefits otherwise distributable hereunder.

6.9. No Fiduciary Relationship. Nothing contained in this Plan, and no action taken pursuant to its provisions by either the Employers or the Participants shall create, or be construed to create a fiduciary relationship between the Employer and the Participant, a designated beneficiary, other beneficiaries of the Participant, or any other person.

6.10. Claims Procedures. Any person (hereinafter referred to as a "Claimant") who believes that he or she is being denied a benefit to which he or she may be entitled under the Plan may file a written request for such benefit with the Plan Administrator. Such written request must set forth the Claimant's claim and must be addressed to the Plan Administrator, at the Company's principal place of business. Upon receipt of a claim, the Plan Administrator shall advise the Claimant that a reply will be forthcoming within ninety days and shall deliver a reply within ninety days. The Plan Administrator may, however, extend the reply period for an additional ninety days for reasonable cause. If the claim is denied in whole or in part, the Plan Administrator shall issue a written determination, using language calculated to be understood by the Claimant, setting forth:

(a) The specific reason or reasons for such denial;

(b) The specific reference to pertinent provisions of the Plan upon which such denial is based;

(c) A description of any additional material or information necessary for the Claimant to perfect the Claimant's claim and an explanation why such material or such information is necessary; and

(d) Appropriate information as to the steps to be taken if the Claimant wishes to submit the claim for review, and the time limits for requesting such a review.

Within sixty days after' the receipt by the Claimant of the written determination described above, the Claimant may request in writing, that the Plan Administrator review the Plan Administrator's determination. The request must be addressed to the Plan Administrator, at the Company's principal place of business. The Claimant or the Claimant's duly authorized representative may, but need not, review the pertinent documents and submit issues and comments in writing for consideration by the Plan Administrator. If the Claimant does not request a review of the Plan Administrator's determination within such sixty day-period, the Claimant shall be barred and estopped from challenging the Plan Administrator's determination. "Within sixty days after the Plan Administrator's receipt of a request for review, the Plan Administrator will review the determination. After considering all materials presented by the Claimant, the Plan Administrator will render a written determination, written in a manner calculated to be understood by the Claimant setting forth the specific reasons for the decision and containing specific references to the pertinent provisions of the Plan on which the decision is based. If special circumstances require that the sixty day time period be extended, the Plan Administrator will so notify the Claimant and will render the decision as soon as practicable, but no later than one hundred twenty days after receipt of the request for review.

6.11. Notice. Any notice required or permitted to be given under the provisions of the Plan shall be in writing, and shall be signed by the party giving or making the same. If such notice, consent or demand is mailed to a party hereto, it shall be sent by United States certified mail, postage prepaid, addressed to such party's last known address as shown on the records of the Employers. Notices to the Plan Administrator should be sent in care of the Company at the Company's principal place of business. The date of such mailing shall be deemed the date of notice. Either party may change the address to which notice is to be sent by giving notice of the change of address in the manner set forth above.

SECTION 7

Employer Participation

7.1. Adoption of Plan. Any Affiliate of the Company may, with the approval of the Company, adopt the Plan by filing with the Company a resolution of its Board of Directors to that effect.

7.2. Withdrawal from the Plan by Employer. Any Employer shall have the right, at any time, upon the approval of, and under such conditions as may be provided by the Plan Administrator, to withdraw from the Plan by delivering to the Plan Administrator written notice of its election so to withdraw. Upon receipt of such notice by the Plan Administrator, the portion of the Deferred Compensation Account of Participants and beneficiaries attributable to amounts deferred while the Participants were employed by or associated with such withdrawing Employer shall be distributed from the Trust at the direction of the Plan Administrator in cash at such time or times as the Plan Administrator in the Plan Administrator's sole discretion, may deem to be in the best interest of such Participants and their beneficiaries. To the extent the amounts held in the Trust for the benefit of such Participants and beneficiaries are not sufficient to satisfy the Employer's obligation to such Participants and their beneficiaries accrued on account of their employment with the Employer, the remaining amount necessary to satisfy such obligation shall be an obligation of the Employer, and the other Employers shall have no further obligation to such Participants and beneficiaries with respect to such amounts.

SECTION 8

Amendment and Termination

The Company intends the Plan to be permanent, but reserves the right at any time to modify, amend or terminate the Plan; provided however, that except as provided below, any amendment or termination of the Plan shall not reduce or eliminate any balance in a Participant's Deferred Compensation Account accrued through the date of such amendment or termination. Upon termination of the Plan, the Company may provide that notwithstanding the Participant's Distribution Date, all Deferred Compensation Account balances will be distributed on a date selected by the Company.

SECTION 9

Change of Control

9.1. Overriding Provisions Applicable During a Restricted Period. The following provisions of this Section 9 will become effective on a Restricted Date as the result of a Change of Control and will remain in effect during the Restricted Period beginning on that date until the following related Unrestricted Date, and during the Restricted Period, will supersede any other provisions of the Plan to the extent necessary to eliminate any inconsistencies between the provisions of this Section 9 and any other provisions of the Plan, including any supplements thereto.

9.2. Suspension of Part or All of the Overriding Provisions. If a majority of the members of the Entire Board are Continuing Directors (provided such majority is equal to the same number as constituted a majority of the Entire Board immediately prior to the Change of Control), by the affirmative vote of a majority of the Entire Board and a majority of those members of the Entire Board who are Continuing Directors, all or a designated portion or portions of the following provisions of this Section 9 may be declared not applicable as to the specified transaction or event. No portion of the provisions of this Section 9 will apply to any transaction or event to the extent such portion is inconsistent with the requirements of applicable law.

9.3. Definitions. For purposes of this Section 9, the definitions set forth in Paragraphs (a) through (k) below will apply. Definitions set forth elsewhere in the Plan also will apply to the provisions set forth in this Section 9, except that where a definition set forth elsewhere in the Plan and a definition set forth in this Subsection conflict, the definition set forth in this Subsection will govern.

(a) “Acquiring Person” will mean any Person, who or which, together with all Affiliates and Associates of such Person, is the Beneficial Owner of shares of common stock of the Company constituting more than 20 percent of the common stock then outstanding.

(b) “Affiliate” and “Associate” will have the meaning ascribed to such terms in Rule 12b-2 of the General Rules and Regulations under the Securities Exchange Act of 1934 (the “Act”).

(c) “Beneficial Owner” will have the meaning ascribed to such term in Rule 13d-3 of the Act.

(d) “Board of Directors” will mean the Board of Directors of the Company.

(e) A “Change of Control” will be deemed to occur (i) upon any Person becoming an Acquiring Person if the Board of Directors has not recommended that stockholders of the Company tender or otherwise sell their common stock to such Acquiring Person; (ii) upon the approval by the stockholders of the Company of a reorganization, merger or consolidation, in each case, with respect to which persons who were stockholders of the Company immediately prior to such reorganization, merger or consolidation, do not, immediately thereafter, own more than 50 percent of the combined voting power entitled to vote generally in the election of directors of the reorganized, consolidated or merged Company’s then outstanding securities; or (iii) upon a liquidation or dissolution of the Company or the sale of all or substantially all of the Company’s assets.

(f) “Continuing Director” will mean:

(i) any member of the Board of Directors immediately prior to a Change of Control, or

(ii) any successor of a Continuing Director who is recommended or elected to succeed such Continuing Director by a majority of the Continuing Directors then in office and is neither an Acquiring Person, an Affiliate of an Acquiring Person, nor a representative or nominee of an Acquiring Person or of any such Affiliate while such person is a member of the Board of Directors.

Notwithstanding the foregoing, a successor will not be deemed to be a Continuing Director unless, immediately prior to his or her appointment or election, a majority of the members of the Entire Board were Continuing Directors (and unless such majority is equal to the same number as constituted a majority of the Entire Board immediately prior to the Change of Control).

(g) “Person” will mean any individual, firm, corporation or other entity, and will include any “group” as that term is used in Rule 13d-5(b) of the Act.

(h) “Restricted Date” will mean the date on which a Change of Control occurs.

(i) “Restricted Period” will mean the period beginning on a Restricted Date and ending on the fifth anniversary of such Restricted Date.

(j) “Unrestricted Date” will mean the last day of a Restricted Period.

(k) “Entire Board” will mean the total number of members of the Board of Directors that there would be if there were no vacancies on such Board.

9.4. Benefits Vested on Restricted Date. Effective on a Restricted Date, the balances in the Deferred Compensation Accounts (including any contributions and investment earnings after that date) of each Participant who is a Participant in the Plan on that date will become fully vested and nonforfeitable.

9.5. Prohibition Against Amendment. During the Restricted Period, the provisions of this Section 9 may not be amended or deleted and may not be superseded by any other provision of the Plan (including the provisions of any exhibit or supplement thereto).

IN WITNESS WHEREOF, the Company has caused this Plan to be executed by its duly authorized officers on this 23 day of July, 2001.

Viewpoint International, Inc.
(Name of Company)

By: ____________________
Its:

ATTEST: ____________________
Its:

AMENDMENT TO THE
VIEWPOINT INTERNATIONAL, INC.
NONQUALIFIED DEFERRED COMPENSATION PLAN

THIS AMENDMENT to the Viewpoint International, Inc. Nonqualified Deferred Compensation Plan is adopted by Viewpoint International, Inc. (the "Company"), effective as of the date set forth herein.

W I T N E S S E T H:

WHEREAS, the Company maintains the Viewpoint International, Inc. Nonqualified Deferred Compensation Plan (the "Plan"), and such Plan is currently in effect; and

WHEREAS, the Company wishes to amend the Plan as permitted by Section 8 of the Plan.

NOW, THEREFORE, the Company hereby amends the Plan as follows:

1. Appendix A shall be added to the Plan in the form attached hereto.

2. This amendment shall be effective immediately upon execution.

IN WITNESS WHEREOF, the undersigned has adopted this Amendment effective as of the dates indicated above.

VIEWPOINT INTERNATIONAL, INC.

Date: ____________________

By ____
Name ____
Title

APPENDIX A

SPECIAL RULES APPLICABLE TO 2003 SPECIAL CLOSING BONUSES

A1. Exclusion of Certain Bonuses. Notwithstanding any other provision of the plan to the contrary, Compensation as defined in Section 1.4 of the Plan shall not include any bonus (a “Closing Bonus”) payable to a Participant contingent on the consummation of the sale of the Company pursuant to that certain Stock Purchase Agreement dated as of April 26, 2003 by and among the Oxford Industries, Inc., the Company, and the stockholders of the Company (the “sale”) and so no deferral will be effective with respect to any such bonus except as otherwise expressly provided in this Appendix A.

A2. Special Deferral Election. Participants who are notified that they may become entitled to receive a Closing Bonus equal to or exceeding $250,000 (an “Eligible Bonus”) may make a special Deferral Election (a “Special Election”) with respect to any such Eligible Bonus in accordance with the rules set forth below:

(a) The Special Election must be made in writing on the form prescribed by the Plan Administrator for the purpose of such Special Election and must be delivered to the Plan Administrator prior to the consummation of the Sale.

(b) The Special Election is subject to the consummation of the Sale and the payment of an Eligible Bonus.

(c) The Special Election shall not be valid if the actual Closing Bonus paid to the participant is than $250,000.

(d) The Special Election is applicable solely to an Eligible Bonus and does not revoke or modify any Deferral Election otherwise in effect under the Plan with respect to a participant’s Compensation (including any other bonuses).

(e) The Special Election is irrevocable.

A3. Special Deferral Amount. A Participant may elect to defer all or any portion (in a whole percentage or dollar amount) of an Eligible Bonus. The amount deferred by a Participant shall be credited to the Participant’s Deffered Compensation Account at the same time and shall be adjusted under Section 4.2 in the same manner as any other bonus under the Plan but shall be accounted for separately from all other amounts credited to such Participant’s Account.

A4. Vesting in Special Deferral Amount. A Participant shall be fully vested in the Participant’s Deferred Compensation Account attributable to the Participant’s Special Election Pursuant to this Appendix A.

A5. Time and Method of Payment. Payment of a Participant's Deferred Compensation Account attributable to the Participant's Special Election shall be made in accordance with one of the following options elected by the Participant on the special election form provided to the Participant pursuant to Section A2 above:

(a) A single lump sum payment made no sooner than January 1, 2005 and no later than May 3l, 2007.

(b) Substantially equal annual installment payments commencing on any date elected by the Participant and ceasing no later than May 31, 2007.

Such election is irrevocable and may not be modified at any time for any reason.

A6. Other Plan Provisions Apply. The provisions of this Appendix A shall supercede all inconsistent provisions of the Plan, provided that all other provisions of the Plan shall apply with respect to a Participant and the Deferred Compensation Account attributable to the Participant's Special Election made in accordance with this Appendix A to the extent not inconsistent with the provisions of this Appendix A as determined by the Plan Administrator in its sole and absolute discretion.

**AMENDMENT TO THE VIEWPOINT INTERNATIONAL, INC.
EXECUTIVE DEFERRED COMPENSATION PLAN**

Pursuant to § 8 of the Viewpoint International, Inc. Executive Deferred Compensation plan (the "PLAN"), Viewpoint International, Inc. (the "Company") hereby amends the Plan as follows:

1.

Effective as of January 1, 2005, Section 1.18 of the Plan shall be amended to read as follows:

"The Plan Administrator means a committee of at least three (3) persons appointed by the Company."

2.

Effective as of January 1, 2005, Section 3.1 of the Plan shall be amended to read as follows:

"3.1 Eligibility and Participation. Subject to the conditions and limitations of the Plan, the following persons are eligible to participate in the Plan: Any Employee who is Employed by the Employer and who is determined by the Employer, in its sole discretion, to be both (i) a member of a select group of management or highly compensated employees and (ii) eligible to participate in the Plan. Any individuals specified by the Employer may be changed by action of the Employer. An Employee shall become a Participant in the Plan upon the execution and filing with the plan Administrator of a written election to defer a portion of the Employee's Compensation. A participant shall remain a Participant until the entire balance of the Participant's Deferred Compensation Account has been distributed."

3.

Except as specifically set forth herein, the terms of the plan shall remain in full force and effect.

IN WITNESS WHEREOF, the Company has caused this Amendment to be executed on the date set forth below.

VIEWPOINT INTERNATIONAL, INC.

By: ________________________
Title:
Date:

EXHIBIT D

TOMMY BAHAMA PLAN

SPECIAL RULES APPLICABLE TO 2005 COMPENSATION

Notwithstanding any other provision of the Tommy Bahama Plan to the contrary, the provisions of this Exhibit D shall supersede all inconsistent provisions of the Tommy Bahama Plan with respect to amounts deferred in taxable years beginning after December 31, 2004 and before January 1, 2006 (and earnings on such amounts) and earnings in 2005 on deferrals made in taxable years before January 1, 2005. All other provisions of the Tommy Bahama Plan shall apply with respect to such deferrals to the extent not inconsistent with the provisions of this Exhibit D or Section 409A of the Code, as determined by the Plan Administrator in its sole and absolute discretion. This Exhibit D is intended to (a) satisfy the requirements of Section 409A(a)(2), (3) and (4) of the Code for deferrals made after December 31, 2004 and before January 1, 2006 and (b) not constitute a material modification of the Tommy Bahama Plan with respect to amounts deferred before January 1, 2005.

1. Account(s). A separate bookkeeping account shall be established to account for deferrals made in taxable years beginning after December 31, 2004 and before January 1, 2006 (and any earnings on such deferrals) and earnings in 2005 on deferrals made in taxable years before January 1, 2005. The portion of any Deferred Compensation Account that was not fully vested on December 31, 2004 shall be treated as a deferral made in taxable years beginning after December 31, 2004.

2. Deferral Elections. In no event may a Deferral Election be made later than the last day of the Plan Year preceding the Plan Year in which the amount being deferred is earned by the Participant, except that a Deferral Election with respect to Excess Contributions payable to the Participant in 2005 may be made on or before December 31, 2004 in accordance with Q&A 21 of IRS Notice 2005-1.

3. Time and Method of Payment. In order for a termination of employment or association with the Employers to qualify as a Distribution Event, the termination of employment or association must qualify as a "separation from service" within the meaning of Section 409A of the Code and the regulations thereunder. Section 5.1 of the Tommy Bahama Plan is amended to provide that distributions shall be made in a single, lump sum payment and will commence on the first regularly scheduled pay date that coincides with or immediately follows the first day of the calendar month that is 6 months from the Participant's Distribution Date.

4. Disability or Death. If distribution is made as a result of the Participant's disability or death under Sections 5.2 or 5.3 of the Tommy Bahama Plan, distribution will commence on the first regularly scheduled pay date that coincides with or immediately follows the first day of the calendar quarter immediately following the quarter in which his or her disability or death occurred.

5. Unforeseeable Financial Emergency. The provisions of Sections 1.20, 3.2(c) and 5.5 of the Tommy Bahama Plan shall not apply, and Section 7.2(d) of the Plan shall apply as if incorporated in the Tommy Bahama Plan.

6. Delay of Payments Under Certain Circumstances. Section 7.2(e) of the Plan shall apply as if incorporated in the Tommy Bahama Plan.

7. Amendment and Termination. The provisions of Section 8 of the Tommy Bahama Plan shall not apply, and Section 10.12 of the Plan shall apply as if incorporated in the Tommy Bahama Plan.

Exhibit 21

SUBSIDIARIES OF OXFORD INDUSTRIES, INC.

The following table lists each subsidiary of Oxford Industries, Inc. indented under the name of its immediate parent, the percentage of each subsidiary's voting securities beneficially owned by its immediate parent and the jurisdiction under the laws of which each subsidiary was organized:

Name	% of Voting Securities	Jurisdiction of Incorporation or Organization
Oxford Industries, Inc.		
Oxford Garment, Inc.	100	Delaware
Lionshead Clothing Company	100	Delaware
SFI of Oxford Acquisition Corporation	100	Delaware
Oxford Lockbox, Inc.	100	Delaware
Piedmont Apparel Corporation	100	Delaware
Tommy Bahama Group, Inc.	100	Delaware
Oxford Caribbean, Inc.	100	Delaware
Oxford Private Limited of Delaware, Inc.	100	Delaware
Viewpoint Marketing, Inc.	100	Florida
Oxford International, Inc.	100	Georgia
Ben Sherman Clothing, Inc.	100	Georgia
Oxford Industries Foundation, Inc.	100	Georgia
Oxford of South Carolina, Inc.	100	South Carolina
Oxford Products (International) Limited	99.99[1]	Hong Kong
3134539 Canada, Inc.	100	Canada
Oxford of Europe	100	United Kingdom
Camisas Bahia Kino S.A. de C.V.	100	Mexico
Industrias Lanier de Honduras S. de R.L.	50[2]	Guatemala
Manufacturera de Sonora, S.A. de CV	99[3]	Mexico
Piedmont Apparel Corporation		
Patch Licensing LLC	66-2/3[4]	Delaware

1 One share of Oxford Products (International) Limited owned by Oxford International, Inc. Oxford Products (International) Limited has 150,000 shares issued and outstanding.

2 50% of the voting securities of Industrias Lanier de Honduras S.A. are owned by Oxford Caribbean, Inc.

3 1% of the voting securities of Manufacturera de Sonora, S.A. de CV are owned by Oxford International, Inc.

Name	% of Voting Securities	Jurisdiction of Incorporation or Organization
Tommy Bahama Group, Inc.		
Tommy Bahama R&R Holdings, Inc.	100	Delaware
Oxford Caribbean, Inc.		
Confecciones Monzini SA	100	Honduras
Q.R. Fashions S. de R.L.	100	Honduras
Oxford Private Limited of Delaware, Inc.		
Ben Sherman Holdings Limited	100	United Kingdom
Oxford International, Inc.		
Oxford de Colon, S.A.	100	Costa Rica
Oxford Internacional de Guatemala Sociedad Anonima	99	Guatemala
Oxford Products (International) Limited		
Top Candor Limited	99	Hong Kong
Industrias Oxford de Merida, S.A. de CV	99[5]	Mexico
Oxford Phillipines, Inc.	96.25[6]	Phillippines
Tommy Bahama R&R Holdings, Inc.		
Tommy Bahama Beverages, LLC	100	Delaware
Tommy Bahama Beverages, LLC		
Tommy Bahama Texas Beverages, LLC	100	Texas
Ben Sherman Holdings Limited		
Oxford Industries (UK2) Limited	100	United Kingdom
Oxford Industries (UK2) Limited		
Oxford Industries (UK3) Limited	100	United Kingdom
Oxford Industries (UK3) Limited		
Ben Sherman Limited	100	United Kingdom
Ben Sherman Limited		
Ben Sherman Group Limited	100	United Kingdom
Ben Sherman Group Limited		
Textile Caledonia Investments Limited	100	United Kingdom
Sherman Cooper Marketing Limited	100	United Kingdom
Ben Sherman (Manufacturing) Limited	100	United Kingdom

4 33-1/3% of the membership interests of Patch Licensing LLC are owned by an entity unaffiliated with Oxford Industries, Inc.

5 1% of the voting securities of Industrias Oxford de Merida, S.A. de CV are owned by Oxford Industries, Inc.

6 3.74% of the voting securities of Oxford Phillipines, Inc. are owned by Oxford Industries, Inc. Nominal ownership interests of certain of the voting securities of Oxford Phillipines, Inc. are owned by various individual employees.

Name	% of Voting Securities	Jurisdiction of Incorporation or Organization
Ben Sherman (Lurgan) Limited	100	United Kingdom
The Branded Shirt Co. Limited	100	United Kingdom
Neal and Cooper Limited	100	United Kingdom
Dunkeld Fashions Limited	100	United Kingdom
Tern Shirts Limited	100	United Kingdom
Slix Limited	100	United Kingdom
Rodeo International Limited	100	United Kingdom
Ben Sherman Australia (Pty) Ltd.	100	Australia

Exhibit 23

Consent of Independent Registered Public Accounting Firm

We consent to the incorporation by reference in the following Registration Statements of Oxford Industries, Inc.:

(1) Registration Statements (Form S-8 Nos. 33-7231 and 33-64097) pertaining to the Oxford Industries, Inc. 1992 Stock Plan

(2) Registration Statements (Form S-8 Nos. 333-113000 and 333-59411) pertaining to the Oxford Industries, Inc. 1997 Stock Option Plan

(3) Registration Statement (Form S-8 No. 333-59409) pertaining to the Oxford Industries, Inc. 1997 Restricted Stock Plan

(4) Registration Statement (Form S-8 No. 333-121538) pertaining to the Oxford Industries, Inc. Long-Term Stock Incentive Plan

(5) Registration Statement (Form S-8 No. 333-121535) pertaining to the Oxford Industries, Inc. Employee Stock Purchase Plan

(6) Registration Statement (Form S-3 No. 333-119263) pertaining to the registration of 485,243 shares of Oxford Industries, Inc. Common Stock

(7) Registration Statement (Form S-8 No. 333-130010) pertaining to the Oxford Industries, Inc. Deferred Compensation Plan

(8) Registration Statement (Form S-3 No. 333-13009) pertaining to the registration of 485,243 shares of Oxford Industries, Inc. Common Stock

(9) Registration Statement (Form S-3 No. 333-110598) pertaining to the registration of 776,400 shares of Oxford Industries, Inc. Common Stock

of our reports dated July 30, 2007 with respect to the consolidated financial statements and schedule of Oxford Industries, Inc., Oxford Industries Inc. management's assessment of the effectiveness of internal control over financial reporting and the effectiveness of internal control over financial reporting of Oxford Industries, Inc., included in this Annual Report (Form 10-K) for the year ended June 1, 2007.

/s/ Ernst & Young LLP

Atlanta, Georgia
July 30, 2007

EXHIBIT 24

POWER OF ATTORNEY

The undersigned, a director and/or officer of Oxford Industries, Inc. (the “Company”), does hereby constitute and appoint each of Thomas E. Campbell, Mary Margaret Heaton, Tiffany Easton and Suraj A. Palakshappa, or any one of them, my true and lawful attorneys-in-fact for me and in my name for the purpose of executing on my behalf in any and all capacities the Company’s Annual Report on Form 10-K for the year ended June 1, 2007, or any amendment or supplement thereto, and causing such Annual Report or any such amendment or supplement to be filed with the U.S. Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended (the “Act”). In addition, each such attorney-in-fact shall have full power and authority to execute on my behalf in my capacity as a director and/or officer of the Company subject to the reporting requirements of the Act, all Forms required to be filed by me under the Act, including Forms 3, 4 and 5, in accordance with the Act and the rules and regulations promulgated thereunder. In addition, each such attorney-in-fact shall have full power and authority to do and perform any and all acts on my behalf which may be necessary or desirable to complete, execute and timely file any such Forms with the U.S. Securities and Exchange Commission and any stock exchange or similar authority.

/s/ Cecil D. Conlee

Cecil D. Conlee

Date: July 27, 2007

State of: Georgia
County of: Fulton

On this 27th day of July, 2007, before me personally appeared Cecil D. Conlee, known to me to be the person named in this instrument, and acknowledged that he executed the same as his free act and deed.

/s/ Sandra Gilbert

Notary Public

My Commission expires: May 19, 2010

[NOTARY SEAL]

POWER OF ATTORNEY

The undersigned, a director and/or officer of Oxford Industries, Inc. (the "Company"), does hereby constitute and appoint each of Thomas E. Campbell, Mary Margaret Heaton, Tiffany Easton and Suraj A. Palakshappa, or any one of them, my true and lawful attorneys-in-fact for me and in my name for the purpose of executing on my behalf in any and all capacities the Company's Annual Report on Form 10-K for the year ended June 1, 2007, or any amendment or supplement thereto, and causing such Annual Report or any such amendment or supplement to be filed with the U.S. Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended (the "Act"). In addition, each such attorney-in-fact shall have full power and authority to execute on my behalf in my capacity as a director and/or officer of the Company subject to the reporting requirements of the Act, all Forms required to be filed by me under the Act, including Forms 3, 4 and 5, in accordance with the Act and the rules and regulations promulgated thereunder. In addition, each such attorney-in-fact shall have full power and authority to do and perform any and all acts on my behalf which may be necessary or desirable to complete, execute and timely file any such Forms with the U.S. Securities and Exchange Commission and any stock exchange or similar authority.

/s/ George C. Guynn
George C. Guynn

Date: July 27, 2007

State of: Georgia
County of: Fulton

On this 27th day of July, 2007, before me personally appeared George C. Guynn, known to me to be the person named in this instrument, and acknowledged that he executed the same as his free act and deed.

/s/ Sandra Gilbert
Notary Public

My Commission expires: May 19, 2010

[NOTARY SEAL]

POWER OF ATTORNEY

The undersigned, a director and/or officer of Oxford Industries, Inc. (the "Company"), does hereby constitute and appoint each of Thomas E. Campbell, Mary Margaret Heaton, Tiffany Easton and Suraj A. Palakshappa, or any one of them, my true and lawful attorneys-in-fact for me and in my name for the purpose of executing on my behalf in any and all capacities the Company's Annual Report on Form 10-K for the year ended June 1, 2007, or any amendment or supplement thereto, and causing such Annual Report or any such amendment or supplement to be filed with the U.S. Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended (the "Act"). In addition, each such attorney-in-fact shall have full power and authority to execute on my behalf in my capacity as a director and/or officer of the Company subject to the reporting requirements of the Act, all Forms required to be filed by me under the Act, including Forms 3, 4 and 5, in accordance with the Act and the rules and regulations promulgated thereunder. In addition, each such attorney-in-fact shall have full power and authority to do and perform any and all acts on my behalf which may be necessary or desirable to complete, execute and timely file any such Forms with the U.S. Securities and Exchange Commission and any stock exchange or similar authority.

/s/ J. Reese Lanier, Sr.
J. Reese Lanier, Sr.

Date: July 27, 2007

State of: Georgia
County of: Fulton

On this 27th day of July, 2007, before me personally appeared J. Reese Lanier, Sr., known to me to be the person named in this instrument, and acknowledged that he executed the same as his free act and deed.

/s/ Sandra Gilbert
Notary Public

My Commission expires: May 19, 2010

[NOTARY SEAL]

POWER OF ATTORNEY

The undersigned, a director and/or officer of Oxford Industries, Inc. (the "Company"), does hereby constitute and appoint each of Thomas E. Campbell, Mary Margaret Heaton, Tiffany Easton and Suraj A. Palakshappa, or any one of them, my true and lawful attorneys-in-fact for me and in my name for the purpose of executing on my behalf in any and all capacities the Company's Annual Report on Form 10-K for the year ended June 1, 2007, or any amendment or supplement thereto, and causing such Annual Report or any such amendment or supplement to be filed with the U.S. Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended (the "Act"). In addition, each such attorney-in-fact shall have full power and authority to execute on my behalf in my capacity as a director and/or officer of the Company subject to the reporting requirements of the Act, all Forms required to be filed by me under the Act, including Forms 3, 4 and 5, in accordance with the Act and the rules and regulations promulgated thereunder. In addition, each such attorney-in-fact shall have full power and authority to do and perform any and all acts on my behalf which may be necessary or desirable to complete, execute and timely file any such Forms with the U.S. Securities and Exchange Commission and any stock exchange or similar authority.

/s/ S. Anthony Margolis
S. Anthony Margolis

Date: July 27, 2007

State of: Georgia
County of: Fulton

On this 27th day of July, 2007, before me personally appeared S. Anthony Margolis, known to me to be the person named in this instrument, and acknowledged that he executed the same as his free act and deed.

/s/ Sandra Gilbert
Notary Public

My Commission expires: May 19, 2010

[NOTARY SEAL]

POWER OF ATTORNEY

The undersigned, a director and/or officer of Oxford Industries, Inc. (the "Company"), does hereby constitute and appoint each of Thomas E. Campbell, Mary Margaret Heaton, Tiffany Easton and Suraj A. Palakshappa, or any one of them, my true and lawful attorneys-in-fact for me and in my name for the purpose of executing on my behalf in any and all capacities the Company's Annual Report on Form 10-K for the year ended June 1, 2007, or any amendment or supplement thereto, and causing such Annual Report or any such amendment or supplement to be filed with the U.S. Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended (the "Act"). In addition, each such attorney-in-fact shall have full power and authority to execute on my behalf in my capacity as a director and/or officer of the Company subject to the reporting requirements of the Act, all Forms required to be filed by me under the Act, including Forms 3, 4 and 5, in accordance with the Act and the rules and regulations promulgated thereunder. In addition, each such attorney-in-fact shall have full power and authority to do and perform any and all acts on my behalf which may be necessary or desirable to complete, execute and timely file any such Forms with the U.S. Securities and Exchange Commission and any stock exchange or similar authority.

/s/ Robert E. Shaw
Robert E. Shaw

Date: July 27, 2007

State of: Georgia
County of: Fulton

On this 27th day of July, 2007, before me personally appeared Robert E. Shaw, known to me to be the person named in this instrument, and acknowledged that he executed the same as his free act and deed.

/s/ Sandra Gilbert
Notary Public

My Commission expires: May 19, 2010

[NOTARY SEAL]

POWER OF ATTORNEY

The undersigned, a director and/or officer of Oxford Industries, Inc. (the "Company"), does hereby constitute and appoint each of Thomas E. Campbell, Mary Margaret Heaton, Tiffany Easton and Suraj A. Palakshappa, or any one of them, my true and lawful attorneys-in-fact for me and in my name for the purpose of executing on my behalf in any and all capacities the Company's Annual Report on Form 10-K for the year ended June 1, 2007, or any amendment or supplement thereto, and causing such Annual Report or any such amendment or supplement to be filed with the U.S. Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended (the "Act"). In addition, each such attorney-in-fact shall have full power and authority to execute on my behalf in my capacity as a director and/or officer of the Company subject to the reporting requirements of the Act, all Forms required to be filed by me under the Act, including Forms 3, 4 and 5, in accordance with the Act and the rules and regulations promulgated thereunder. In addition, each such attorney-in-fact shall have full power and authority to do and perform any and all acts on my behalf which may be necessary or desirable to complete, execute and timely file any such Forms with the U.S. Securities and Exchange Commission and any stock exchange or similar authority.

/s/ Clarence H. Smith
Clarence H. Smith

Date: July 27, 2007

State of: Georgia
County of: Fulton

On this 27th day of July, 2007, before me personally appeared Clarence H. Smith, known to me to be the person named in this instrument, and acknowledged that he executed the same as his free act and deed.

/s/ Sandra Gilbert
Notary Public

My Commission expires: May 19, 2010

[NOTARY SEAL]

POWER OF ATTORNEY

The undersigned, a director and/or officer of Oxford Industries, Inc. (the "Company"), does hereby constitute and appoint each of Thomas E. Campbell, Mary Margaret Heaton, Tiffany Easton and Suraj A. Palakshappa, or any one of them, my true and lawful attorneys-in-fact for me and in my name for the purpose of executing on my behalf in any and all capacities the Company's Annual Report on Form 10-K for the year ended June 1, 2007, or any amendment or supplement thereto, and causing such Annual Report or any such amendment or supplement to be filed with the U.S. Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended (the "Act"). In addition, each such attorney-in-fact shall have full power and authority to execute on my behalf in my capacity as a director and/or officer of the Company subject to the reporting requirements of the Act, all Forms required to be filed by me under the Act, including Forms 3, 4 and 5, in accordance with the Act and the rules and regulations promulgated thereunder. In addition, each such attorney-in-fact shall have full power and authority to do and perform any and all acts on my behalf which may be necessary or desirable to complete, execute and timely file any such Forms with the U.S. Securities and Exchange Commission and any stock exchange or similar authority.

/s/ E. Jenner Wood III

E. Jenner Wood III

Date: July 27, 2007

State of: Georgia
County of: Fulton

On this 27th day of July, 2007, before me personally appeared E. Jenner Wood III, known to me to be the person named in this instrument, and acknowledged that he executed the same as his free act and deed.

/s/ Sandra Gilbert

Notary Public

My Commission expires: May 19, 2010

[NOTARY SEAL]

EXHIBIT 31.1

CERTIFICATION PURSUANT TO RULE 13a-14(a) AND SECTION 302 OF
THE SARBANES-OXLEY ACT OF 2002

I, J. Hicks Lanier, certify that:

1. I have reviewed this Annual Report on Form 10-K of Oxford Industries, 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(s) 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(s) 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.

Date: July 31, 2007

/s/ J. Hicks Lanier
J. Hicks Lanier
Chairman and Chief Executive Officer
(Principal Executive Officer)

EXHIBIT 31.2

CERTIFICATION PURSUANT TO RULE 13a-14(a) AND SECTION 302 OF
THE SARBANES-OXLEY ACT OF 2002

I, Thomas Caldecot Chubb III, certify that:

1. I have reviewed this Annual Report on Form 10-K of Oxford Industries, 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(s) 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(s) 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.

Date: July 31, 2007

/s/ Thomas Caldecot Chubb III
Thomas Caldecot Chubb III
Executive Vice President
(Principal Financial Officer)

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 Annual Report of Oxford Industries, Inc. (the "Company") on Form 10-K ("Form 10-K") for the year ended June 1, 2007 as filed with the Securities and Exchange Commission on the date hereof, I, J. Hicks Lanier, Chairman 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, to my knowledge:

(1) The Form 10-K 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 Form 10-K fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ J. Hicks Lanier
J. Hicks Lanier
Chairman and Chief Executive Officer
(Principal Executive Officer)

July 31, 2007

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 Annual Report of Oxford Industries, Inc. (the "Company") on Form 10-K ("Form 10-K") for the year ended June 1, 2007 as filed with the Securities and Exchange Commission on the date hereof, I, Thomas Caldecot Chubb III, Executive Vice President 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, to my knowledge:

(1) The Form 10-K 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 Form 10-K fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Thomas Caldecot Chubb III

Thomas Caldecot Chubb III
Executive Vice President
(Principal Financial Officer)

July 31, 2007