SECURITIES AND EXCHANGE COMMISSION

WASHINGTON, D.C. 20549

FORM 10-Q

[X] Quarterly Report Pursuant To Section 13 or 15(d) of
The Securities Exchange Act of 1934

For the quarterly period ended **AUGUST 27, 2004**

OR

[ ] Transition Report Pursuant To Section 13 or 15(d) of
The Securities Exchange Act of 1934

For the transition period from_________ to________

Commission File Number 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 number)

222 Piedmont Avenue, N.E., Atlanta, Georgia 30308

(Address of principal executive offices)
(Zip Code)

(404) 659-2424

(Registrant's telephone number, including area code)

Not Applicable

(Former name, former address and former fiscal year, if changed since last report.)

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 [X] No [ ]

Indicate by check mark whether the registrant is an accelerated filer (as defined in Exchange Act Rule 12b-2).
Yes [X] No [ ]

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

Title of each class	Number of shares outstanding as of October 1, 2004
Common Stock, $1 par value	16,757,001

Table of contents

OXFORD INDUSTRIES, INC.
INDEX TO FORM 10-Q
August 27, 2004

PART I. FINANCIAL INFORMATION

ITEM 1. FINANCIAL STATEMENTS.

OXFORD INDUSTRIES, INC.

CONSOLIDATED STATEMENTS OF EARNINGS
(UNAUDITED)

	Quarters Ended	
	August 27, 2004	August 29, 2003
	($ in thousands except share and per share amounts)	
Net sales	$ 264,790	$ 242,105
Cost of goods sold	179,868	171,214
Gross profit	84,922	70,891
Selling, general and administrative	67,554	53,612
Amortization of intangible assets	1,712	1,678
	69,266	55,290
Royalties and other operating income	1,753	1,180
Operating income	17,409	16,781
Interest expense, net	7,921	5,746
Earnings before income taxes	9,488	11,035
Income taxes	3,320	4,193
Net earnings	**$ 6,168**	**$ 6,842**
Basic earnings per common share	$ 0.37	$ 0.44
Diluted earnings per common share	$ 0.36	$ 0.42
Basic shares outstanding	16,712,800	15,819,780
Diluted shares outstanding	17,203,323	16,219,846
Dividends per share	$ 0.12	$ 0.105

See notes to consolidated financial statements.

OXFORD INDUSTRIES, INC.

CONSOLIDATED BALANCE SHEETS
(UNAUDITED EXCEPT FOR MAY 28, 2004)

	August 27, 2004	May 28, 2004	August 29, 2003
		($ in thousands)	
Assets			
Current Assets:			
Cash and cash equivalents	$ 11,526	$ 47,569	$ 17,370
Receivables	160,485	176,367	134,445
Inventories	143,142	116,410	117,846
Prepaid expenses	19,093	16,475	19,346
Total Current Assets	334,246	356,821	289,007
Property, plant and equipment, net	54,745	51,826	50,677
Goodwill	158,304	115,426	88,095
Intangible assets, net	242,120	147,333	152,365
Other assets, net	24,845	23,411	21,940
Total Assets	**$814,260**	**$694,817**	**$602,084**
Liabilities and Shareholders' Equity			
Current Liabilities:			
Notes payable	$111,924	$ —	$ 10,000
Trade accounts payable	84,811	100,813	66,265
Accrued compensation	18,787	33,113	15,182
Additional acquisition cost payable	—	22,779	—
Other accrued expenses	37,646	30,440	31,234
Dividends payable	1,950	1,946	1,694
Income taxes payable	5,318	4,294	5,181
Current maturities of long-term debt	126	98	214
Total Current Liabilities	260,562	193,483	129,770
Notes payable	198,804	198,760	198,626
Other long-term debt, less current maturities	91	54	117
Noncurrent liabilities	12,798	11,124	9,573
Deferred income taxes	80,663	52,419	53,680
Shareholders' Equity:			
Common stock	16,756	16,215	16,152
Additional paid-in capital	42,266	23,673	22,360
Retained earnings	202,320	199,089	171,806
Total Shareholders' Equity	261,342	238,977	210,318
Total Liabilities and Shareholders' Equity	**$814,260**	**$694,817**	**$602,084**

See notes to consolidated financial statements.

OXFORD INDUSTRIES, INC.

CONSOLIDATED STATEMENTS OF CASH FLOWS
(UNAUDITED)

	Quarters Ended	
	August 27, 2004	August 29, 2003
	($ in thousands)	
Cash Flows from Operating Activities		
Net earnings	$ 6,168	$ 6,842
Adjustments to reconcile net earnings to net cash provided by (used in) operating activities:		
Depreciation	3,037	2,357
Amortization of intangible assets	1,712	1,678
Amortization of deferred financing costs and bond discount	2,459	619
Loss (gain) on the sale of assets	348	(115)
Equity income	(323)	(105)
Deferred income taxes	(2,175)	(843)
Changes in working capital:		
Receivables	40,659	5,453
Inventories	(823)	14,857
Prepaid expenses	1,669	(777)
Trade accounts payable	(21,022)	(16,320)
Accrued expenses and other current liabilities	(21,488)	(12,726)
Stock options income tax benefit	587	1,328
Income taxes payable	1,020	1,766
Other noncurrent assets	(1,410)	(2,351)
Other noncurrent liabilities	1,674	3,949
Net cash provided by operating activities	**12,092**	**5,612**
Cash Flows from Investing Activities		
Acquisition, net of cash acquired	(139,626)	(218,429)
Decrease in restricted cash	—	204,986
Investment in deferred compensation plan	391	(1,356)
Purchases of property, plant and equipment	(2,488)	(3,171)
Proceeds from sale of property, plant and equipment	10	105
Net cash used in investing activities	**(141,713)**	**(17,865)**
Cash Flows from Financing Activities		
Proceeds from short-term debt	97,592	10,000
Payments of long-term debt	65	(31)
Payments of debt issuance costs	(2,766)	(7,335)
Proceeds from issuance of common stock	666	4,477
Dividends on common stock	(1,946)	(1,579)
Net cash provided by financing activities	**93,611**	**5,532**
Effect of foreign currency translation on cash and cash equivalents	(33)	—
Net change in cash and cash equivalents	(36,010)	(6,721)
Cash and cash equivalents at the beginning of year	47,569	24,091
Cash and cash equivalents at the end of period	$ 11,526	$ 17,370

See notes to consolidated financial statements.

OXFORD INDUSTRIES, INC.

NOTES TO UNAUDITED CONSOLIDATED FINANCIAL STATEMENTS
AUGUST 27, 2004

1. **Introduction**: We prepared the accompanying unaudited, consolidated financial statements in accordance with the rules and regulations of the Securities and Exchange Commission. Such rules and regulations allow us to condense and omit certain information and footnote disclosures normally included in audited financial statements prepared in accordance with generally accepted accounting principles in the United States. We believe these consolidated financial statements reflect all normal, recurring adjustments that are necessary for a fair presentation of our financial position and results of operations for the periods presented. Results of operations for the three months ended August 27, 2004 are not necessarily indicative of results to be expected for the year. All dollars are expressed in thousands except share and per share amounts. The balance sheet at May 28, 2004 has been derived from the audited financial statements at that date. For more information regarding our results of operations and financial position refer to the footnotes accompanying our audited financial statements for our fiscal year ended May 28, 2004 ("Fiscal 2004") contained in our Annual Report on Form 10-K. Any material facts that have changed from those footnotes are discussed herein, or are a normal result of transactions during the interim period. As used in this report, "our," "us," "we" and similar phrases refer to Oxford Industries, Inc. and its consolidated subsidiaries.

2. **Accounting Policies**: The summary of our significant accounting policies in our Fiscal 2004 Form 10-K describes our accounting policies. Our accounting policies are consistent with those of our Fiscal 2004 policies.

3. **Contingencies**: We are involved in certain legal proceedings and claims primarily arising in the normal course of business. In our opinion, the liability under any of these matters would not materially affect our financial condition or results of operations.

4. **Inventories:** The components of inventories are summarized as follows:

	Quarters Ended	
	August 27, 2004	August 29, 2003
	($ in thousands)	
Finished goods	$116,108	$ 89,335
Work in process	7,690	8,905
Fabric, trim and supplies	19,344	19,606
Total	$143,142	$117,846

5. **Goodwill and Intangible Assets:** Intangible assets primarily represent costs capitalized in connection with acquisitions. We account for goodwill and other intangible assets under the Statement of Financial Accounting Standards Board No. 142, "Goodwill and Other Intangible Assets" ("SFAS 142"). Goodwill and identifiable intangible assets with an indefinite useful life are not amortized but are tested for impairment annually. We tested our goodwill as of the end of the first quarter of our fiscal year ending on June 3, 2005 ("Fiscal 2005") and determined that no impairment was indicated. The fair value of our goodwill is determined using a discounted cash flow methodology. Goodwill in the accompanying balance sheet is net of accumulated amortization of $7.9 million.

OXFORD INDUSTRIES, INC.
NOTES TO UNAUDITED CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)
AUGUST 27, 2004

5. **Goodwill and Intangible Assets (continued):**

Intangible assets by category are summarized below:

Intangibles	Intangibles at cost	Accumulated amortization	Intangibles, net
		($ in thousands)	
Trademarks	$210,233	$ 666	$209,567
License agreements	20,349	2,638	17,711
Customer relationships	19,500	4,939	14,561
Covenant not to compete	460	179	281
Total	$250,542	$8,422	$242,120

6. **Stock-Based Compensation:** We have chosen to account for stock-based compensation to employees using the intrinsic value method prescribed by Accounting Principles Board Opinion No. 25, "Accounting for Stock-Based Compensation." Certain pro forma and other disclosures related to stock-based compensation plans are presented below as if compensation cost of options granted had been determined in accordance with the fair value provisions of the Statement of Financial Accounting Standards Board No. 123, "Accounting for Stock-Based Compensation."

	Quarters Ended	
	August 27, 2004	August. 29, 2003
	($ in thousands except per share amounts)	
Net earnings as reported	$6,168	$6,842
Deduct: Total stock-based employee compensation expense determined under fair value based method for all awards, net of related tax effects	(209)	(91)
Pro forma net earnings	$5,959	$6,751
Basic earnings per common share as reported	$ 0.37	$ 0.44
Pro forma basic earnings per common share	$ 0.36	$ 0.43
Diluted earnings per common share as reported	$ 0.36	$ 0.42
Pro forma diluted earnings per common share	$ 0.35	$ 0.42

OXFORD INDUSTRIES, INC.
NOTES TO UNAUDITED CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)
AUGUST 27, 2004

7. **Segment Information:** We organize the components of our business for purposes of allocating resources and assessing performance. Our reportable segments are the Menswear Group, the Womenswear Group and the Tommy Bahama Group. The Menswear Group produces a variety of branded and private label sportswear, tailored clothing, dress shirts and golf apparel. The Menswear Group also operates one Ben Sherman retail store and licenses the Ben Sherman brand for other product categories. The Womenswear Group produces private label women's sportswear separates, coordinated sportswear, outer wear, dresses and swimwear. The Tommy Bahama Group produces lifestyle branded casual attire, operates retail stores and restaurants, and licenses the Tommy Bahama brand for other product categories. Corporate and Other is a reconciling category for reporting purposes and includes our corporate offices, last-in first-out ("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 do not correspond to our segment definitions. Therefore, LIFO inventory accounting adjustments are not allocated to the operating segments. Segment results are as follows:

	Quarters Ended	
	August 27, 2004	August 29, 2003
	($ in thousands)	
Net Sales		
Menswear Group	$118,705	$115,754
Womenswear Group	52,458	62,953
Tommy Bahama Group	93,462	63,278
Corporate and Other	165	120
Total	$264,790	$242,105

	Quarters Ended	
	August 27, 2004	August 29, 2003
	($ in thousands)	
Depreciation and intangible amortization		
Menswear Group	$ 1,137	$ 912
Womenswear Group	65	199
Tommy Bahama Group	3,444	2,778
Corporate and Other	102	146
Total	$ 4,748	$ 4,035
Operating Income		
Menswear Group	$ 8,921	$ 9,475
Womenswear Group	(966)	3,224
Tommy Bahama Group	11,916	6,959
Corporate and Other	(2,462)	(2,877)
Total	$17,409	$16,781
Interest expense, net	7,921	5,746
Earnings before taxes	$ 9,488	$11,035

OXFORD INDUSTRIES, INC.
NOTES TO UNAUDITED CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)
AUGUST 27, 2004

7. **Segment Information (continued):**

	Quarters Ended August 27, 2004	Quarters Ended August 29, 2003
	($ in thousands)	
Assets		
Menswear Group	$380,858	$191,203
Womenswear Group	63,632	66,812
Tommy Bahama Group	376,254	330,044
Corporate and Other	(6,484)	14,025
Total	$814,260	$602,084
Purchase of property, plant and equipment		
Menswear Group	$ 276	$ 739
Womenswear Group	10	9
Tommy Bahama Group	2,147	2,413
Corporate and Other	55	10
Total	$ 2,488	$ 3,171

8. **Earnings Per Share:**

	Quarters Ended August 27, 2004	Quarters Ended August 29, 2003
	($ in thousands except share and per share amounts)	
Basic and diluted earnings available to stockholders (numerator):	$ 6,168	$ 6,842
Shares (denominator):		
Weighted average shares outstanding	16,712,800	15,819,780
Dilutive securities:		
Options	490,523	399,866
Total assuming exercise	17,203,323	16,219,646
Per share amounts:		
Basic earnings per common share	$ 0.37	$ 0.44
Diluted earnings per common share	$ 0.36	$ 0.42

During the first quarter of Fiscal 2005, all options to purchase shares of our common stock were included in the computation of diluted earnings per share. During the first quarter of Fiscal 2004, options to purchase 232,500 shares of our common stock at $26.4375 per share were outstanding but were not included in the computation of diluted earnings per share because the inclusion of such shares would have had an antidilutive effect.

OXFORD INDUSTRIES, INC.
NOTES TO UNAUDITED CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)
AUGUST 27, 2004

9. **Acquisitions**: On July 30, 2004, we acquired Ben Sherman Limited ("Ben Sherman"), which we operate as part of our Menswear Group. Ben Sherman is a London-based designer, distributor and marketer of branded sportswear, accessories, and footwear. The purchase price for Ben Sherman was £80 million, or approximately $145 million, plus associated expenses. The transaction was financed with cash on hand, borrowings under our senior revolving credit facility ("U.S. Revolver"), the terms of which are described below and unsecured notes payable to the management shareholders of Ben Sherman ("Seller Notes").

   In association with the Ben Sherman acquisition, our U.S. Revolver was amended and restated on July 28, 2004 and increased to $280 million with a syndicate of eight financial institutions. The maturity date was extended to July 28, 2009. Under the amended U.S. Revolver, borrowing spreads and letter of credit fees are based upon a pricing grid, which is tied to a ratio of our total debt to our earnings before interest, taxes, depreciation and amortization, calculated as applicable on a pro forma basis. The credit agreement also requires us to maintain certain financial ratios including a ratio of total debt to earnings before interest, taxes, depreciation and amortization (EBITDA), a ratio of senior debt to EBITDA, a fixed charge coverage ratio and an interest coverage ratio. Our borrowings under the amended U.S. Revolver are no longer subject to a borrowing base calculation based on our accounts receivable, inventories and real property.

   The Seller Notes total £3.5 million (or approximately $6.3 million) and are payable on demand beginning six months after July 30, 2004. The notes bear interest at the annual rate of London Interbank Offering Rate ("LIBOR") plus 1.2% and such interest is payable on the last day of September, December, March and June, respectively, until the principal has been paid.

   On July 30, 2004, our Ben Sherman subsidiary entered into a £12 million senior secured revolving credit facility ("U.K. Revolver") to provide for seasonal working capital requirements and general corporate purposes. The facility is secured by substantially all of the United Kingdom assets of Ben Sherman and bears interest at the lender's prime or base rate plus 1.2%. The facility is payable on demand and requires us to maintain certain financial ratios including a minimum interest coverage ratio, a minimum asset coverage ratio and a minimum level of EBITDA.

OXFORD INDUSTRIES, INC.
NOTES TO UNAUDITED CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)
AUGUST 27, 2004

9. Acquisitions (continued):

The following table summarizes the fair values of the assets acquired and liabilities assumed at the date of acquisition for Ben Sherman. The purchase price allocation will be finalized upon resolution of a working capital adjustment to the purchase price and refinement of certain preliminary estimates.

	($ in thousands)
Cash consideration paid	$139,017
Seller notes payable	6,312
Direct acquisition costs	2,790
Total purchase price	$148,119
Cash	$ 7,656
Accounts receivable	25,637
Inventories	26,053
Other current assets	2,841
Goodwill	42,899
Intangibles	96,500
Property, plant and equipment	3,765
Current liabilities	(28,282)
Deferred taxes	(28,950)
Fair value of net assets acquired	$148,119

The components of the Intangibles listed in the above table are as follows:

	Amount	Life
	($ in thousands)	
Trademarks	$82,000	Indefinite
License agreements	11,700	4-8 years
Customer relationships	2,800	15 years
Total	$96,500	

OXFORD INDUSTRIES, INC.
NOTES TO UNAUDITED CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)
AUGUST 27, 2004

9. **Acquisitions (continued):**

On June 13, 2003, we acquired all of the capital stock of Viewpoint International, Inc., which we operate as the Tommy Bahama Group. The transaction purchase price for the Tommy Bahama Group could be up to $325 million, consisting of $240 million in cash at closing, $10 million in our common stock (776,400 shares), and up to $75 million in contingent payments, subject to the Tommy Bahama Group achieving certain performance targets. Such performance targets are based on earnings before interest and taxes after deduction of a capital charge based on net tangible assets and are as follows:

- Year 1 - $42.3 million, which was prorated to $40.8 million based on the closing of the acquisition 13 days into the fiscal year;
- Year 2 - $50.0 million;
- Year 3 - $58.1 million; and
- Year 4 - $69.7 million.

For each of the four years following the acquisition, the selling stockholders of the Tommy Bahama Group will receive an annual basic contingent payment if the Tommy Bahama Group's earnings are greater than 90% of the applicable target described above and will receive the maximum annual basic contingent payment of $12.5 million if the Tommy Bahama Group's earnings are 100% or greater than the applicable target. If the Tommy Bahama Group's earnings are between 90% and 100% of the applicable target, the annual basic contingent payment will be calculated on a straight line basis from $0 to $12.5 million. Up to 50% of any annual basic contingent payment may be paid in shares of our common stock at our option, and in the case of payments in the first two years, at the option of the selling stockholders of the Tommy Bahama Group. Shares of our common stock issued at our option will be valued at the average price on the New York Stock Exchange (or other applicable exchange) for the ten full trading days prior to the applicable payment date. Shares of our common stock issued at the option of the selling stockholders will be valued at $12.88 per share. All earnout payments to be paid to selling stockholders will be treated as additional purchase price and recorded as goodwill. The Year 1 contingent payment was earned in full and was paid during the first quarter of Fiscal 2005; 50% in cash and 50% in Common Stock valued at $12.88 per share.

Additionally, if, at the end of the four year period, cumulative earnings exceed the cumulative targets, the selling stockholders will receive 33.33% of the cumulative excess up to a maximum cumulative additional contingent payment of $25.0 million. Any cumulative additional contingent payment will be paid in cash.

Approximately 5% of the total value of all consideration that becomes due and payable under the earnout agreement has been designated to be paid toward an Employee Cash Bonus Plan to be distributed to employees of the Tommy Bahama group under the terms of the plan. The earnout payments designated toward the Employee Cash Bonus Plan are charged to selling, general and administrative expense.

OXFORD INDUSTRIES, INC.
NOTES TO UNAUDITED CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)
AUGUST 27, 2004

9. **Acquisitions (continued):**

The following table summarizes the fair values of the assets acquired and liabilities assumed at the date of acquisition for the Tommy Bahama Group.

	($ in thousands)
Market value of stock issued	$ 27,881
Cash consideration paid	247,172
Direct acquisition costs	3,366
Total purchase price	$278,419
Cash	$ 22,145
Accounts receivable	29,521
Inventories	27,697
Other current assets	6,015
Goodwill	110,164
Intangibles	153,360
Property, plant and equipment	28,087
Other assets	2,470
Current liabilities	(45,626)
Noncurrent liabilities	(1,253)
Deferred taxes	(54,161)
Fair value of net assets acquired	$278,419

The components of the Intangibles listed in the above table are as follows:

	Amount	Life
	($ in thousands)	
Trademarks	$127,800	Indefinite
License agreements	8,400	5 years
Customer relationships	16,700	15 years
Covenant not to compete	460	4 years
Total	$153,360	

These acquisitions helped us achieve one of our key strategic objectives of owning major lifestyle brands. The acquisitions provide strategic benefits through growth opportunities and further diversification of our business over distribution channels, price points, product categories and target customers. Ben Sherman's results of operations from July 31, 2004 through August 27, 2004 are included in our consolidated statement of earnings in the Consolidated Financial Statements for the first quarter of Fiscal 2005. The Tommy Bahama Group's results of operations from June 14, 2003 through August 29, 2003 are included in our consolidated statement of earnings in the Consolidated Financial Statements for the first quarter of Fiscal 2004.

OXFORD INDUSTRIES, INC.
NOTES TO UNAUDITED CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)
AUGUST 27, 2004

10. **Pro Forma Financial Information:** The pro forma financial information presented below gives effect to the Ben Sherman acquisition as if it occurred as of the beginning of Fiscal 2005 and 2004 and the Tommy Bahama Group acquisition as if it had occurred as of the beginning of Fiscal 2004. The information presented below is for illustrative purposes only and is not indicative of results that would have been achieved if the acquisitions had occurred as of the beginning of Fiscal 2005 and 2004 or results which may be achieved in the future.

	Quarters Ended	
	August 27, 2004	August 29, 2003
	($ in thousands except per share amounts)	
Net Sales	$295,270	$290,720
Net Earnings	$ 8,952	$ 9,420
Net Earnings Per Share		
Basic	$ 0.54	$ 0.59
Diluted	$ 0.52	$ 0.58

11. **Stock Split:** We effected a two-for-one stock split in the form of a 100% stock dividend, payable December 1, 2003, to shareholders of record on November 17, 2003. All share and per share data appearing in the consolidated financial statements and related notes have been retroactively adjusted for this stock split.

OXFORD INDUSTRIES, INC.
NOTES TO UNAUDITED CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)
AUGUST 27, 2004

12. **Notes Payable:**

The following table details our notes payable as of August 27, 2004, which are classified as current obligations.

	August 27, 2004
	($ in thousands)
U.S. Revolver	$ 98,300
U.K. Revolver	7,312
Seller Notes	6,312
Total notes payable	$111,924

Under the U.S. Revolver, borrowing spreads and letter of credit fees are based upon a pricing grid, which is tied to a ratio of our total debt to our earnings before interest, taxes, depreciation and amortization, calculated as applicable on a pro forma basis. This facility contains provisions that may allow the lenders to accelerate payments under the facility under conditions that are not objectively determinable. The facility also has a lockbox arrangement, whereby remittances from the customers reduce the current outstanding borrowings. Accordingly, pursuant to Emerging Issues Task Force 95-22, we have classified borrowings under the facility as current debt.

The U.K. Revolver provides for seasonal working capital requirements and general corporate purposes for our Ben Sherman United Kingdom operations. The facility is secured by substantially all of the United Kingdom assets of Ben Sherman and bears interest at the lender’s prime or base rate plus 1.2%. The facility is payable on demand.

The Seller Notes are payable on demand beginning six months after July 30, 2004. The notes bear interest at the annual rate of LIBOR plus 1.2% and such interest is payable on the last day of September, December, March and June, respectively, until the principal has been paid.

OXFORD INDUSTRIES, INC.
NOTES TO UNAUDITED CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)
AUGUST 27, 2004

13. **Consolidating Financial Data of Subsidiary Guarantors:** The notes issued for the Tommy Bahama acquisition were issued by Oxford Industries, Inc. Not all of our subsidiaries guarantee the notes. Each subsidiary guarantor is wholly owned by Oxford Industries, Inc. and is organized in the U.S. All guarantees are full and unconditional. Non-guarantors consist of subsidiaries of Oxford Industries, Inc which are organized outside the U.S. Set forth below is the consolidated financial statements for the three months ended August 27, 2004 and August 29, 2003. We have used the equity method with respect to investment in subsidiaries.

Oxford Industries, Inc.
Consolidated Balance Sheet
August 27, 2004

	Oxford Industries (Parent)	Subsidiary Guarantors	Subsidiary Non-Guarantors	Consolidating Adjustments	Consolidated Total
			($ in thousands)		
Assets					
Current Assets:					
Cash and cash equivalents	$ 4,926	$ 1,976	$ 4,597	$ 27	$ 11,526
Receivables	92,992	47,290	61,524	(41,321)	160,485
Inventories	72,682	48,933	21,669	(142)	143,142
Prepaid expenses	8,176	7,360	3,557	—	19,093
Total current assets	178,776	105,559	91,347	(41,436)	334,246
Property, plant and equipment, net	13,403	33,441	7,901	—	54,745
Goodwill	1,847	114,156	42,301	—	158,304
Intangibles, net	239	145,683	96,198	—	242,120
Other assets net	546,809	150,148	1,590	(673,702)	24,845
Total Assets	$741,074	$548,987	$239,337	$(715,138)	$814,260
Liabilities and Shareholders’Equity					
Current Liabilities:					
Notes payable	$ 98,300	$ —	$ 13,624	$ —	$111,924
Trade accounts payable	77,876	32,760	15,508	(41,333)	84,811
Accrued compensation	8,241	8,083	2,463	—	18,787
Other accrued expenses	15,935	11,729	10,690	(708)	37,646
Dividends payable	1,950	—	—	—	1,950
Income taxes payable	(11,789)	12,548	4,559	—	5,318
Current maturities of long-term debt	28	98	—	—	126
Total current liabilities	190,541	65,218	46,844	(42,041)	260,562
Long term debt, less current portion	198,841	54	—	—	198,895
Noncurrent liabilities	101,640	(84,403)	112,703	(117,142)	12,798
Deferred income taxes	3,916	47,766	28,991	(10)	80,663
Total Shareholders’/invested equity	246,136	520,352	50,799	(555,945)	261,342
Total Liabilities and Shareholders’ Equity	$741,074	$548,987	$239,337	$(715,138)	$814,260

OXFORD INDUSTRIES, INC.
NOTES TO UNAUDITED CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)
AUGUST 27, 2004

13. **Consolidating Financial Data of Subsidiary Guarantors (continued):**

Oxford Industries, Inc.
Consolidated Balance Sheet
August 29, 2003

	Oxford Industries (Parent)	Subsidiary Guarantors	Subsidiary Non-Guarantors	Consolidating Adjustments	Consolidated Total
			($ in thousands)		
Assets					
Current Assets:					
Cash and cash equivalents	$ 9,759	$ 6,084	$ 819	$ 708	$ 17,370
Receivables	98,202	32,895	41,879	(38,531)	134,445
Inventories	84,162	31,910	1,774	—	117,846
Prepaid expenses	11,010	7,790	546	—	19,346
Total current assets	203,133	78,679	45,018	(37,823)	289,007
Property, plant and equipment, net	15,481	29,820	5,376	—	50,677
Goodwill	1,847	86,248	—	—	88,095
Intangibles, net	278	152,087	—	—	152,365
Other assets, net	317,919	4,665	1,714	(302,358)	21,940
Total Assets	$538,658	$351,499	52,108	$(340,181)	$602,084
Liabilities and Shareholders' Equity					
Current Liabilities:					
Notes payable	$ 10,000	$ —	$ —	$ —	$ 10,000
Trade accounts payable	52,744	27,253	23,998	(37,730)	66,265
Accrued compensation	8,738	3,857	2,587	—	15,182
Other accrued expenses	20,467	10,447	431	(111)	31,234
Dividends payable	1,694	—	—	—	1,694
Income taxes payable	(8,180)	12,243	1,118	—	5,181
Current maturities of long-term debt	116	98	—	—	214
Total current liabilities	85,579	53,898	28,134	(37,841)	129,770
Long term debt, less current portion	198,631	112	—	—	198,743
Noncurrent liabilities	65,688	(63,885)	4,019	3,751	9,573
Deferred taxes	2,639	51,026	15		53,680
Total Shareholders'/invested equity	186,121	310,348	19,940	(306,091)	210,318
Total Liabilities and Shareholders' Equity	$538,658	$351,499	$52,108	$(340,181)	$602,084

Table of Contents

OXFORD INDUSTRIES, INC.
NOTES TO UNAUDITED CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)
AUGUST 27, 2004

13. **Consolidating Financial Data of Subsidiary Guarantors (continued):**

Oxford Industries, Inc.
Consolidated Statement of Earnings
Three Months ended August 27, 2004

	Oxford Industries (Parent)	Subsidiary Guarantors	Subsidiary Non-Guarantors	Consolidating Adjustments	Consolidated Total
			($ in thousands)		
Net Sales	$146,978	$108,703	$24,513	$(15,404)	$264,790
Cost of goods sold:	117,795	54,316	10,129	(2,372)	179,868
Gross Profit	29,183	54,387	14,384	(13,032)	84,922
Selling, general and administrative	28,385	42,448	11,069	(12,636)	69,266
Royalties and other income	—	1,369	384	—	1,753
Operating Income	798	13,308	3,699	(396)	17,409
Interest expense (income), net	8,522	(1,087)	737	(251)	7,921
Income from equity investment	12,773	44	—	(12,817)	—
Earnings Before Income Taxes	5,049	14,439	2,962	(12,962)	9,488
Income Taxes	(1,264)	3,810	774	—	3,320
Net Earnings	$ 6,313	$ 10,629	$ 2,188	$(12,962)	$ 6,168

Oxford Industries, Inc.
Consolidated Statement of Earnings
Three Months ended August 29, 2003

	Oxford Industries (Parent)	Subsidiary Guarantors	Subsidiary Non-Guarantors	Consolidating Adjustments	Consolidated Total
			($ in thousands)		
Net Sales	$168,346	$77,948	$8,701	$(12,890)	$242,105
Cost of goods sold:	131,801	39,259	(396)	550	171,214
Gross Profit	36,545	38,689	9,097	(13,440)	70,891
Selling, general and administrative	29,164	30,839	8,307	(13,020)	55,290
Royalties and other income	—	1,180	—	—	1,180
Operating Income	7,381	9,030	790	(420)	16,781
Interest (income) expense, net	6,515	(327)	(23)	(419)	5,746
Income from equity investment	7,771	14	—	(7,785)	—
Earnings Before Income Taxes	8,637	9,371	813	(7,786)	11,035
Income Taxes	1,795	2,153	245	—	4,193
Net Earnings	$ 6,842	$ 7,218	$ 568	$ (7,786)	$ 6,842

OXFORD INDUSTRIES, INC.
NOTES TO UNAUDITED CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)
AUGUST 27, 2004

13. **Consolidating Financial Data of Subsidiary Guarantors (continued):**

Oxford Industries, Inc.
Consolidated Statement of Cash Flow
August 27, 2004

	Oxford Industries (Parent)	Subsidiary Guarantors	Subsidiary Non-Guarantors	Consolidating Adjustments	Consolidated Total
			($ in thousands)		
Cash Flows From Operating Activities					
Net earnings	$ 6,313	$ 10,629	$ 2,188	$ (12,962)	$ 6,168
Adjustments to reconcile net earnings to net cash used in operating activities:					
Depreciation and amortization	3,246	3,487	475	—	7,208
Equity income	—	(323)	—	—	(323)
(gain) loss on sale of assets	(43)	98	291	2	348
Deferred income taxes	(214)	(246)	(343)	(1,372)	(2,175)
Changes in working capital:	(1,900)	61	(6,185)	8,626	602
Income for equity investment in subsidiaries	(12,773)	(44)	—	12,817	—
Other noncurrent assets	(563)	(1,570)	16	707	(1,410)
Other noncurrent liabilities	1,190	483	—	1	1,674
Net cash (used in) provided by operating activities	(4,744)	12,575	(3,558)	7,819	12,092
Cash Flows from Investing Activities					
Acquisitions net of cash acquired	(5,475)	4	(134,155)	—	(139,626)
Investment in subsidiaries	(141,807)	(32,616)	—	174,423	—
Investment in deferred comp plan	—	391	—	—	391
Purchases of property, plant and equipment	(304)	(2,158)	(27)	1	(2,488)
Proceeds from sale of property, plant and equipment	5	5	—	—	10
Net cash (used in) provided by investing activities	(147,581)	(34,374)	(134,182)	174,424	(141,713)
Cash Flows from Financing Activities					
Proceeds (payments) of short-term debt	98,300	—	(708)	—	97,592
Equity contribution received	—	141,807	32,616	(174,423)	—
(Payments) proceeds of loan to subsidiaries	—	(109,191)	109,191	—	—
Principal payments of long-term debt	64	(1)		2	65
Proceeds from issuance of common stock	666	—	—	—	666
Debt issue costs	(2,766)	—	—	—	(2,766)
Change in intercompany payable	9,508	(10,278)	8,540	(7,770)	—
Dividends on common stock	6,074	—	(7,993)	(27)	(1,946)
Net cash (used in) provided by financing activities	111,846	22,337	141,646	(182,218)	93,611
Effect of foreign currency translation on cash and cash equivalents	—	—	(33)	—	(33)
Net change in Cash and Cash Equivalents	(40,479)	538	3,906	25	(36,010)
Cash and Cash Equivalents at the Beginning of Period	45,405	1,438	724	2	47,569
Cash and Cash Equivalents at the End of Period	$ 4,926	$ 1,976	$ 4,597	$ 27	$ 11,526

OXFORD INDUSTRIES, INC.
NOTES TO UNAUDITED CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)
AUGUST 27, 2004

13. **Consolidating Financial Data of Subsidiary Guarantors (continued):**

Oxford Industries, Inc.
Consolidated Statement of Cash Flow
Three months ended August 29, 2003

	Oxford Industries (Parent)	Subsidiary Guarantors	Subsidiary Non-Guarantors	Consolidating Adjustments	Consolidated Total
			($ in thousands)		
Cash Flows From Operating Activities					
Net earnings	$ 6,842	$ 7,218	$ 568	$(7,786)	$ 6,842
Adjustments to reconcile net earnings to net cash used in operating activities:					
Depreciation and amortization	1,592	2,940	122	—	4,654
Equity income	—	(105)	—	—	(105)
Loss (gain) on sale of assets	(22)	(86)	(7)	—	(115)
Deferred income taxes	(438)	(472)	(611)	678	(843)
Changes in working capital:	(122,730)	116,410	—	(99)	(6,419)
Income for equity investment in subsidiaries	(7,771)	(15)	—	7,786	—
Other noncurrent assets	1,759	(521)	157	(3,746)	(2,351)
Other noncurrent liabilities	2,361	1,588	—	—	3,949
Net cash (used in) provided by operating activities	(118,407)	126,957	229	(3,167)	5,612
Cash Flows from Investing Activities					
Acquisitions	(240,754)	22,325	—	—	(218,429)
Decrease in restricted cash	204,986	—	—	—	204,986
Investment in deferred comp plan	—	(1,356)	—	—	(1,356)
Purchases of property, plant and equipment	(741)	(2,423)	(7)	—	(3,171)
Proceeds from sale of property, plant and equipment	64	11	30	—	105
Net cash (used in) provided by investing activities	(36,445)	18,557	23	—	(17,865)
Cash Flows from Financing Activities					
Proceeds from short term borrowing	10,000	—	—	—	10,000
Principal payments of long-term debt	(8)	(23)	—	—	(31)
Proceeds from issuance of common stock	4,476	—	—	1	4,477
Debt issue costs	(7,335)	—	—	—	(7,335)
Change in intercompany payable	136,035	(139,625)	(153)	3,743	—
Dividends on common stock	(1,579)	—	—	—	(1,579)
Net cash (used in) provided by financing activities	141,589	(139,648)	(153)	3,744	5,532
Net change in Cash and Cash Equivalents	(13,263)	5,866	99	577	(6,721)
Cash and Cash Equivalents at the Beginning of Period	23,022	218	720	131	24,091
Cash and Cash Equivalents at the End of Period	$ 9,759	$ 6,084	$ 819	$ 708	$ 17,370

OXFORD INDUSTRIES, INC.
NOTES TO UNAUDITED CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)
AUGUST 27, 2004

14. **Other Comprehensive loss.** Accumulated other comprehensive loss is comprised of the effects of foreign currency translation and is disclosed as a component of retained earnings in our consolidated balance sheet.

	Quarters Ended	
	August 27, 2004	August 29, 2003
	($ in thousands)	
Foreign currency translation loss, net of tax of $300	$(988)	$ —
Accumulated other comprehensive loss	$(988)	$ —

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

The following discussion and analysis should be read in conjunction with our *"Consolidated Financial Statements"* and the *"Notes to Consolidated Financial Statements"*contained in this report.

OVERVIEW

We are engaged in the design, production and sale of consumer apparel for men, women and children. Our principal markets and customers are located primarily in the United States. We source these products from third party producers, our owned manufacturing facilities and through our joint venture partners. We distribute our products through our wholesale customers and through our own retail stores.

The most significant factor impacting our results of operations for the current year was the completion of the acquisition of Ben Sherman, which we operate as part of our Menswear Group. Ben Sherman is a London-based designer, distributor and marketer of branded sportswear, accessories, and footwear.

In conjunction with the acquisition of Ben Sherman, our U.S. Revolver was amended and restated on July 28, 2004 and increased to $280 million with a syndicate of eight financial institutions

RESULTS OF OPERATIONS

The following table sets forth the line items in the Consolidated Statements of Earnings data both in dollars and as a percentage of net sales. The table also sets forth the percentage change of the data as compared to the prior year. We have calculated all percentages set forth below based on actual data, but percentage columns may not add due to rounding. Fiscal 2004 results include the Tommy Bahama Group from June 13, 2003 through August 29, 2003. Fiscal 2005 results include Ben Sherman from July 31, 2004 through August 27, 2004.

	Quarters Ended					
	August 27, 2004		August 29, 2003		Change '04-'05	
			($ in thousands)			
Net sales	$264,790	100.0%	$242,105	100.0%	$22,685	9.4%
Cost of goods sold	179,868	67.9%	171,214	70.7%	8,654	5.1%
Gross profit	84,922	32.1%	70,891	29.3%	14,031	19.8%
Selling, general & administrative	67,554	25.5%	53,612	22.1%	13,942	26.0%
Amortization of intangibles	1,712	0.6%	1,678	0.7%	34	2.0%
Royalties & other operating income	1,753	0.7%	1,180	0.5%	573	48.6%
Operating income	17,409	6.6%	16,781	6.9%	628	3.7%
Interest expense, net	7,921	3.0%	5,746	2.4%	2,175	37.9%
Earnings before income taxes	9,488	3.6%	11,035	4.6%	(1,547)	(14.0%)
Income taxes	3,320	1.3%	4,193	1.7%	(873)	(20.8%)
Net earnings	$ 6,168	2.3%	$ 6,842	2.8%	$ (674)	(9.9%)

ACQUISITION

On July 30, 2004, we acquired Ben Sherman. Ben Sherman is a London-based designer, distributor and marketer of branded sportswear, accessories, and footwear. The purchase price for Ben Sherman was £80 million, or approximately $145 million, plus associated expenses. The transaction was financed with cash on hand and borrowings under our U.S. Revolver and Seller Notes payable to the management shareholders of Ben Sherman.

In conjunction with the acquisition of Ben Sherman, our U.S. Revolver was amended and restated on July 28, 2004 and increased to $280 million with a syndicate of eight financial institutions. The maturity date was extended to July 28, 2009.

On July 30, 2004, our Ben Sherman subsidiary entered into a £12 million U.K. Revolver to provide for seasonal working capital requirements and general corporate purposes.

For further discussion of the acquisition, see Note 9 of "*Notes to Consolidated Financial Statements*". For further discussion of financing arrangements see the section below titled "*Financing Arrangements*".

TOTAL COMPANY

Net sales increased 9.4% from $242.1 million in the first quarter of Fiscal 2004 to $264.8 million in the first quarter of Fiscal 2005. We generated a 21.5% increase in the average selling price per unit and a 10.7% decline in unit sales. The increase in the average selling price per unit was due to the higher average selling price per unit of Tommy Bahama and Ben Sherman merchandise and the relatively higher proportion of these brands' sales in the current year. The decline in unit sales was primarily due to the Womenswear Group. Our pre-acquisition businesses (excluding Tommy Bahama and Ben Sherman) experienced an 18.8% decline in unit sales and a 6.1% increase in the average selling price per unit.

Cost of goods sold for the first quarter of Fiscal 2005 was $179.9 million or 67.9% of net sales, compared to $171.2 million or 70.7% of net sales in the first quarter of Fiscal 2004. Expressed as a percentage of net sales, the decline in cost of goods sold was primarily due to the increased shipments of the Tommy Bahama Group and the addition of Ben Sherman, both of which have higher gross margins. Our gross margins 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 ("SG&A") increased from $53.6 million or 22.1% of net sales in the first quarter of Fiscal 2004 to $67.6 million or 25.5% of net sales in the first quarter of Fiscal 2005. The increase in SG&A was primarily due to growth in the Tommy Bahama Group and the acquisition of Ben Sherman.

Amortization of intangibles was unchanged at $1.7 million in both the first quarter of Fiscal 2004 and the first quarter of Fiscal 2005. Fiscal 2005 includes $1.4 million for Tommy Bahama and $0.3 million for Ben Sherman. While the purchase price valuation is preliminary, we anticipate the amortization of intangible assets related to Ben Sherman to be $0.9 million per quarter for the balance of Fiscal 2005. Total amortization of intangible assets is expected to be $2.3 million per quarter for the balance of Fiscal 2005.

Royalties and other operating income increased from $1.2 million in the first quarter of Fiscal 2004 to $1.8 million in the first quarter of Fiscal 2005 and is primarily licensing income from licensing the Tommy Bahama and Ben Sherman brands.

Interest expense, net increased from $5.7 million in the first quarter of Fiscal 2004 to $7.9 million in the first quarter of Fiscal 2005. The increase in interest expense was due to the interest on debt incurred to finance the acquisition of Ben Sherman and the non-cash write-off of $1.8 million of deferred financing costs. The non-cash write-off of the deferred financing cost was due to the amendment of our U.S. Revolver.

Income taxes. The effective tax rate was approximately 38.0% in the first quarter of Fiscal 2004 and 35.0% in the first quarter of Fiscal 2005. Variations in the effective tax rate are primarily attributable to the acquisition of Ben Sherman and the relative distribution of pre-tax earnings among the various taxing jurisdictions in which we operate.

SEGMENT DEFINITION

We organize the components of our business for purposes of allocating resources and assessing performance. Our reportable segments are the Menswear Group, the Womenswear Group and the Tommy Bahama Group. The Menswear Group produces a variety of branded and private label sportswear, tailored clothing, dress shirts and golf apparel. The Menswear Group also operates one Ben Sherman retail store and licenses the Ben Sherman brand for other product categories. The Womenswear Group produces private label women's sportswear separates, coordinated sportswear, outerwear, dresses and swimwear. The Tommy Bahama Group produces lifestyle branded casual attire, operates retail stores and restaurants, and licenses the Tommy Bahama brand for other product categories. Corporate and Other is a reconciling category for reporting purposes and includes our corporate offices, 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 do not correspond to our segment definitions. Therefore, LIFO inventory accounting adjustments are not allocated to the operating segments. Segment results are as follows:

	Quarters Ended					
	August 27, 2004		August 29, 2003		Change '04-'05	
			($ in thousands)			
Net Sales						
Menswear Group	$118,705	44.8%	$115,754	47.8%	$ 2,951	2.5%
Womenswear Group	52,458	19.8%	62,953	26.0%	(10,495)	(16.7%)
Tommy Bahama Group	93,462	35.3%	63,278	26.1%	30,184	47.7%
Corporate and Other	165	0.1%	120	0.0%	45	37.5%
Total	$264,790	100.0%	$242,105	100.0%	$ 22,685	9.4%

	Quarters Ended					
	August 27, 2004		August 29, 2003		Change '04-'05	
			($ in thousands)			
Operating Income						
Menswear Group	$ 8,921	7.5%	$ 9,475	8.2%	$ (554)	(5.8%)
Womenswear Group	(966)	(1.8%)	3,224	5.1%	(4,190)	(130.0%)
Tommy Bahama Group	11,916	12.7%	6,959	11.0%	4,957	71.2%
Corporate and Other	(2,462)	N/A	(2,877)	N/A	415	(14.4%)
Total	$17,409	6.6%	$16,781	6.9%	$ 628	3.7%

* For further information regarding our segments, see Note 7 of "*Notes to Consolidated Financial Statements*".

SEGMENT RESULTS

Menswear Group

The Menswear Group reported a 2.5% increase in net sales from $115.8 million in the first quarter of Fiscal 2004 to $118.7 million in the first quarter of Fiscal 2005. The increase resulted from a 6.1% increase in the average selling price per unit partially offset by a 3.2% decline in unit sales. Ben Sherman contributed $16.6 million in sales. Our other Menswear businesses experienced declines of $13.6 million including declines of $7.3 million with Sears/Lands' End and $3.4 million of Izod Club Golf sales. The Sears/Lands' End reduction was primarily due to the prior year benefit of initial fixture load of Lands' End shops in Sears's stores that did not recur in the current period. We discontinued our Izod Club Golf business in Fiscal 2004. Operating income declined from $9.5 million in the prior period to $8.9 million in the current period. The decline in operating income was primarily due to the decrease in sales excluding Ben Sherman, partially offset by the operating income of Ben Sherman.

Womenswear Group

The Womenswear Group reported a 16.7% decline in net sales from $63.0 million in the first quarter of Fiscal 2004 to $52.5 million in the first quarter of Fiscal 2005. The decline in net sales resulted from a 22.0% decline in unit sales partially offset by a 5.5% increase in the average selling price per unit. The decline in sales was primarily due to decreased sales to Wal-Mart. These sales declines were partially offset by increased sales to other customers in the department store and direct mail distribution channels. Operating income declined from $3.2 million in the first quarter of Fiscal 2004 to an operating loss of $1.0 million in the first quarter of Fiscal 2005. The decline in operating income was the result of the sales decline and margin pressures due to competitive market conditions and the continuing emphasis on direct sourcing by our key customers.

Tommy Bahama Group

Tommy Bahama was acquired on June 13, 2003. Tommy Bahama was included for 11 of 13 weeks in the first quarter of Fiscal 2004 and the entire first quarter of Fiscal 2005. Sales of Tommy Bahama for the two weeks immediately prior to the acquisition were $11.7 million and operating income for that period was $1.2 million.

The Tommy Bahama Group reported a 47.7% increase in net sales from $63.3 million for the first quarter of Fiscal 2004 to $93.5 million in the first quarter of Fiscal 2005. The increase in sales was primarily due to increased wholesale sales with existing customers, increased retail sales from eleven more retail stores in operation, and the additional two weeks of sales in Fiscal 2005 compared to Fiscal 2004. Overall, Tommy Bahama experienced a 33.9% increase in unit sales and a 10.0% increase in the average selling price per unit. The increase in the average selling price per unit was primarily due to product and channel mix. The retail operation grew from 34 retail locations at the end of the first quarter of Fiscal 2004 to 45 retail locations at the end of the first quarter of Fiscal 2005. Operating income increased from $7.0 million in the first quarter of Fiscal 2004 to $11.9 million in the first quarter of Fiscal 2005. The increase in operating income was due to the increase in sales, increased leveraging of operating expenses and the inclusion of two additional weeks in the first quarter of Fiscal 2005 as compared to the first quarter of Fiscal 2004.

Corporate and Other

The Corporate and Other operating loss declined from $2.9 million in the first quarter of Fiscal 2004 to $2.5 million in the first quarter of Fiscal 2005 primarily due to the favorable impact of LIFO accounting in the first quarter of Fiscal 2005 as compared to the first quarter of Fiscal 2004.

LIQUIDITY AND CAPITAL RESOURCES

Financing Arrangements

On May 16, 2003, we completed a $200 million private placement of senior unsecured notes to finance the acquisition of Tommy Bahama. The notes bear interest at 8.875%, have an 8-year life and were sold at a discount of 0.713%, or $1.4 million, to yield an effective interest rate of 9.0%. Interest is payable semi-annually with the principal amount due at maturity on June 1, 2011. The notes are guaranteed by all existing and future direct and indirect domestic wholly owned restricted subsidiaries of Oxford Industries, Inc. The senior notes indenture restricts our ability to incur additional indebtedness or liens, to enter into lease or hedging arrangements, to make investments and acquisitions, to sell assets, to pay dividends and to pay amounts due under the earnout agreement with the selling shareholders of the Tommy Bahama Group. The indenture also requires us to maintain a minimum consolidated fixed charge coverage ratio which is defined as the sum of consolidated net income, consolidated interest expense and non-cash charges to consolidated interest expense, calculated as applicable on a pro forma basis. We are in compliance with these covenants as of August 27, 2004.

In association with the Ben Sherman acquisition, our U.S. Revolver was amended on July 28, 2004 and increased to $280 million with a syndicate of eight financial institutions. The maturity date was extended to July 28, 2009. Under the amended U.S. Revolver, borrowing spreads and letter of credit fees are based upon a pricing grid, which is tied to a ratio of total debt to EBITDA, calculated as applicable on a pro forma basis. The credit agreement also requires us to maintain certain financial ratios including the ratio of total debt to EBITDA, the ratio of senior debt to EBITDA, a fixed charge coverage ratio and an interest coverage ratio. Our borrowings under the amended U.S. Revolver are no longer subject to a borrowing base calculation based on our accounts receivable, inventories and real property. The amendment of our U.S. Revolver resulted in a write-off of deferred financing costs of $1.8 million in the first quarter of Fiscal 2005. We are in compliance with these covenants as of August 27, 2004. At August 27, 2004, gross availability under the U.S. Revolver totaled $280.0 million, against which approximately $112.9 million in letters of credit and $98.3 million in direct borrowings were outstanding.

In conjunction with our acquisition of Ben Sherman on July 30, 2004, we entered into Seller Notes with the management shareholders of Ben Sherman. The Seller Notes total £3.5 million (or approximately $6.3 million) and are payable on demand beginning six months after July 30, 2004. The notes bear interest at the annual rate of LIBOR plus 1.2% and is payable on the last day of September, December, March and June, until the principal has been paid.

On July 30, 2004, our Ben Sherman subsidiary entered into a £12 million U.K. Revolver to provide for seasonal working capital requirements and general corporate purposes. The facility is secured by substantially all of the United Kingdom assets of Ben Sherman and bears interest at the lender’s prime or base rate plus 1.2%. The facility is payable on demand and requires the borrower to maintain certain financial ratios including a minimum interest coverage ratio, a minimum asset coverage ratio and a minimum level of earnings before interest, taxes and intangible asset amortization. We are in compliance with these covenants as of August 27, 2004.

Operating Activities

The cash flow from operating activities is primarily due to net earnings and changes in working capital. Changes in working capital are primarily monitored by analysis of the investment in accounts receivable and inventories and by the amount of accounts payable. During the first quarter of Fiscal 2005, we generated cash from operating activities of $12.1 million primarily from net earnings and non-cash charges and a slight increase in working capital after giving effect to the acquisition of Ben Sherman. Working capital changes included increased inventories, decreased trade payables and decreased accrued expenses offset by decreased accounts receivable. The inventory increase occurred in our Tommy Bahama businesses to support increased sales. Trade payables decreased primarily due to the decline in inventory purchases during the first quarter of Fiscal 2005 compared to the fourth quarter of Fiscal 2004. The decline in accrued expenses was primarily due to incentive compensation and interest accrued at the end of Fiscal 2004 and paid in the first quarter of Fiscal 2005. The accounts receivable decline was due to the decline in sales in the last two months of the first quarter of Fiscal 2005 compared to the last two months of the fourth quarter of Fiscal 2004.

During the first quarter of Fiscal 2004, we generated cash from operating activities of $5.6 million primarily from net earnings and non-cash charges and a slight increase in working capital after giving effect to the acquisition of Tommy Bahama. Working capital changes included decreased accounts payable and accrued expenses partially offset by decreased inventory and decreased receivables. The decreased trade payables was primarily due to the decline in inventory purchases. The decline in accrued expenses was primarily due to incentive compensation accrued at the end of Fiscal 2003 and paid in the first quarter of Fiscal 2004. The decline in inventory occurred primarily in our preacquisition business. The decline in accounts receivable was the same as described above for the current year.

Investing Activities

During the first quarter of Fiscal 2005, investing activities used $141.7 million in cash, principally for the acquisition of the Ben Sherman. Capital expenditures of $2.5 million were primarily related to new Tommy Bahama retail stores, computer equipment and software.

During the first quarter of Fiscal 2004, investing activities used $17.8 million in cash and principally for the acquisition of the Tommy Bahama net of the reduction in restricted proceeds from the sale of the senior unsecured notes. Capital expenditures of $3.2 million were primarily related to new Tommy Bahama retail stores, computer equipment and software.

Financing Activities

During the first quarter of Fiscal 2005, financing activities generated $93.6 million in cash. This represents the amount of increased U.S. Revolver debt, issuance of Seller Notes to finance the acquisition of Ben Sherman and proceeds from the issuance of common stock upon the exercise of employee stock options, partially offset by payments of deferred financing cost to amend our U.S. Revolver and payment of dividends on our common stock.

During the first quarter of Fiscal 2004, financing activities generated $5.5 million in cash. This represents an increase in revolver debt and proceeds from the issuance of common stock upon the exercise of employee stock options, partially offset by payments of deferred financing cost and payment of dividends on our common stock.

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 judgements that affect the reported amounts of assets, liabilities, revenues, and expenses and related disclosure of contingent assets and liabilities. On an ongoing basis, we evaluate our estimates, including those related to bad debts, inventories, intangible assets, income taxes, contingencies and litigation and certain 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.

The Securities and Exchange Commission's Financial Reporting Release No. 60 requires all companies to include a discussion of critical accounting policies or methods used in the preparation of financial statements. The detailed Summary of Significant Accounting Policies is included in the *Notes to 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

We consider revenue realized or realizable and earned when the following criteria are met:

- persuasive evidence of an agreement exists,
- delivery has occurred,
- our price to the buyer is fixed and determinable, and
- collectibility is reasonably assured.

Sales are recorded net of discounts, as well as provisions for estimated returns and allowances. We estimate returns and allowances on an ongoing basis considering historical and current trends and projected seasonal results. We record these costs as a reduction to net revenue. Our historical estimates of these sales reductions have not differed materially from actual results. For accounts receivable, we estimate the net collectibility, considering both historical and anticipated trends of trade discounts and co-op advertising deductions taken by our customers, allowances we provide to our retail customers for a variety of reasons, and the possibility of non-collection due to the financial position of our customers. Credit losses are charged to SG&A.

Inventories

For segment reporting, inventory is carried at the lower of first-in first-out ("FIFO") cost or market. 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 to the recovery value expected to be realized through off-price channels yielding a normal gross margin when shipped. For Tommy Bahama retail inventory, we provide an allowance for shrinkage and goods expected to be sold below cost. If we incorrectly anticipate these trends or unexpected events occur, the results of operations could be materially affected. For consolidated financial reporting, significant portions of our inventory are valued at the lower of LIFO cost or market. LIFO inventory calculations are made on a legal entity basis, which do not correspond to our segment definitions. Therefore, LIFO inventory accounting adjustments are not allocated to the operating segments. As part of our 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.

Goodwill

The evaluation of the recoverability of goodwill under SFAS 142 requires valuations of each applicable underlying business using fair value techniques and market comparable. These valuations can be significantly affected by estimates of future performance and discount rates over a relatively long period of time, market price valuation multiples and transactions in related markets. These estimates will likely change over time. Goodwill is required to be evaluated annually, or more frequently if events or changes in circumstances indicate that the carrying amount may exceed fair value. If this review indicates an impairment of goodwill balances, the amount of impairment will be recorded immediately and reported as a component of current operations. The business valuation reviews required by SFAS 142 were performed as of the end of the first quarter of fiscal 2005 and indicated that no reduction of the carrying value of goodwill for our business units was required.

Intangible Assets Other than Goodwill

Intangible assets with finite lives are amortized while intangible assets with indefinite useful lives are not amortized, but tested at least annually for impairment. The valuation of the recoverability of indefinite lived intangibles can be significantly impacted by estimates of future cash flows and discount rates over a relatively long period of time, which will likely change over time. Intangible assets whose useful lives are finite are amortized over their 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.

Legal and Tax Contingencies

We are involved in tax and legal proceedings, claims and litigation arising in the ordinary course of business. We periodically assess our liabilities and contingencies in connection with these matters, based upon the latest information available. 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. As additional information becomes available, we adjust our assessment and estimates of such liabilities accordingly.

Cost of Goods Sold

We include in cost of goods sold all manufacturing and sourcing costs and expenses incurred prior to receipt of finished goods at our distribution facilities. These costs principally include product cost, inbound freight charges, purchasing costs, internal transfer costs, as well as insurance, duty, brokers' fees and consolidators' fees. Our gross margins 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

We include in SG&A, costs incurred subsequent to the receipt of finished goods at our distribution facilities, such as the cost of warehousing, picking, packing, shipping and handling goods for delivery to customers. In addition, SG&A includes product design costs, selling costs, royalty costs, advertising, promoting and marketing expenses and general and administrative expenses.

Distribution Network Costs, Including Shipping and Handling

Distribution network costs, including shipping and handling, are included as a component of SG&A. Revenues received from customers for shipping and handling are included in net revenue.

Advertising

All costs associated with advertising, promoting and marketing of our products are expensed during the periods when the activities take place. Costs associated with cooperative advertising programs under which we agree to share costs of customers' advertising and promotion expenditures are expensed when the related revenues are recognized. Advertising, promotion and marketing expenses are included in SG&A.

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 our 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 distribution by quarter for Fiscal 2004 were 22%, 23%, 25% and 30%, respectively, and the net earnings by quarter for Fiscal 2004 were 17%, 17%, 24% and 42%, respectively.

FUTURE LIQUIDITY AND CAPITAL RESOURCES

Cash flow from operations is our primary source of liquidity. Our projected capital expenditures for all of Fiscal 2005 are approximately $20 million. We anticipate that cash flows from operations supplemented with our amended U.S. Revolver will be sufficient to fund our future liquidity requirements for Fiscal 2005.

We have no off-balance sheet arrangements.

FORWARD OUTLOOK

We anticipate Fiscal 2005 sales in the range of $1.285 billion to $1.325 billion and earnings per diluted share in the range of $2.70 to $2.85. For the second quarter of Fiscal 2005, we anticipate sales in the range of $305 million to $315 million and earnings per diluted share in the range of $0.48 to $0.52.

UNITED STATES SAFE HARBOR STATEMENT UNDER THE PRIVATE SECURITIES LITIGATION REFORM ACT OF 1995

Forward-looking statements reflect our current expectations and are not guarantees of performance. These statements are based on our management's beliefs and assumptions, which in turn are based on currently available information. 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, competitive conditions, general economic conditions and expected synergies in connection with acquisitions and joint ventures, including the acquisition of Ben Sherman. These assumptions could prove inaccurate. Forward-looking statements also involve risks and uncertainties, which could cause actual results to differ materially from those contained in any forward-looking statement. Many of these risks are beyond our ability to control or predict. Such risks include, but are not limited to, all of the risks discussed under "Risk Factors" and the following:

- general economic cycles;
- competitive conditions in our industry;
- price deflation in the worldwide apparel industry;
- our ability to identify and respond to rapidly changing fashion trends and to offer innovative and upgraded products;
- changes in trade quotas or other trade regulations;
- significant changes in expected weather patterns (e.g., an unseasonably warm autumn) or natural disasters such as hurricanes, fires or flooding;
- the price and availability of raw materials;
- our dependence on and relationships with key customers;
- the ability of our third party producers to deliver quality products in a timely manner;
- potential disruptions in the operation of our distribution facilities;
- the integration of Ben Sherman into our company;
- economic and political conditions in the foreign countries in which we operate or source our products;

- increased competition from direct sourcing;
- our ability to maintain our licenses;
- our ability to protect our intellectual property and prevent our trademarks, service marks and goodwill from being harmed by competitors' products;
- our ability to successfully implement our growth plans for the acquired businesses;
- our reliance on key management;
- risks associated with changes in global currency exchange rates;
- the impact of labor disputes and wars or acts of terrorism on our business;
- the effectiveness of our disclosure controls and procedures related to financial reporting;
- our inability to retain current pricing on our products due to competitive or other factors;
- the impact of reduced travel to resort locations on our sales;
- risks related to our operation of restaurants under the *Tommy Bahama* name;
- the expansion of our business through the acquisition of new businesses;
- our ability to open new retail stores; and
- unforeseen liabilities associated with our acquisitions of the Tommy Bahama Group and Ben Sherman.

Other risks or uncertainties may be detailed from time to time in our future Securities and Exchange Commission filings. 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. 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.

ADDITIONAL INFORMATION

For additional information concerning our operations, cash flows, liquidity and capital resources, this analysis should be read in conjunction with the *Consolidated Financial Statements* and the *Notes to Consolidated Financial Statements* contained in our Fiscal 2004 Form 10-K.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK.

INTEREST RATE RISK

Interest rate risk is managed through the maintenance of a portfolio of variable and fixed rate debt composed of short and long-term instruments. The objective is to maintain a cost-effective mix that management deems appropriate. We do not engage in hedging activities with respect to such risk.

We finance our capital needs through available cash, operating cash flow, letters of credit and bank revolving credit facilities.

At August 27, 2004, we had variable rate debt of $111.9 million. Our average variable rate borrowings for the three months ended August 27, 2004 were $48.2 million, with an average interest rate of 4.7%. If the three-month average interest rate increased by 10%, our interest expense would have changed by $41,000.

FOREIGN CURRENCY RISK

We receive United States dollars for substantially all of our product sales except Ben Sherman. Sales generated by Ben Sherman's U.K. operations are denominated in pounds sterling and euros. Substantially all inventory purchases from contract manufacturers throughout the world are also denominated in United States dollars. However, 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. Exchange rate fluctuations have not had a material impact on our inventory costs; however, 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 income.

In connection with the acquisition of Ben Sherman, we entered into foreign exchange forward contracts to fix the currency exchange rate between the United States dollar and the pound sterling from the agreement date until the closing and funding of the acquisition. The contracts totaled £76 million at an average exchange rate of $1.8118 per £1.00.

Ben Sherman engages in forward exchange contracts for the purchase of finished product from production sources in Asia where the currency denomination of choice is the United States dollar. These contracts are marked to market and are not material.

TRADE POLICY RISK

Under the terms of bilateral agreements between most of the major apparel exporting countries and the United States, most categories of our products are subject to quotas limiting the quantity of such products that may be imported into the United States. Utilization of these quotas is typically controlled at origin by an export license or visa system administered by the exporting country and is monitored and enforced by United States Customs and Border Protection at the time of importation. Since we own or directly control only a small portion of the quota we need, we rely on our suppliers and vendors to secure the visas or licenses required to ship our products. If our suppliers and vendors fail to secure the necessary visas or licenses as agreed with us, our supply chain could be disrupted.

If an exporting country fails to properly administer its quota and issues visas or export licenses in excess of the quantity permitted under the terms of its bilateral agreement with the United States, the goods covered by such export license or visa could be denied entry into the United States. Such a denial could disrupt our supply chain.

Since the quotas under the bilateral agreements described above are country-specific, the United States has established detailed country of origin criteria that a product must meet to be eligible to use a particular country's quota. If we, or our vendors or suppliers, fail to comply with these country of origin requirements or fail to be able to document our compliance with such requirements, our products may be denied entry into the United States. Such a denial could disrupt our supply chain.

The 1994 Agreement on Textiles and Clothing among World Trade Organization ("WTO") countries mandates the elimination of textile and apparel product quotas for WTO countries, including the United States, on January 1, 2005. As a result, there will be changes in the international textile and apparel trade, which may significantly impact our sourcing patterns, could disrupt our supply chain and could put us at a disadvantage to our competitors.

Some of the impact of quota elimination may begin in the latter part of calendar 2004. Historically, exporting countries have been permitted under the terms of their bilateral agreements with the United States to borrow a limited amount of quota from the following year. Since there will be no quota in calendar 2005, none is available for this type of borrowing in calendar 2004. The unavailability of this type of quota borrowing could lead to quota shortages in the latter part of calendar 2004, which could cause disruption in our supply chain.

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 and are threatening to create a market disruption for such categories of products (so called "safeguard quota"). China is a major source of production for us, and the re-imposition of safeguard quotas on China following the elimination of the existing quota regime on January 1, 2005 could cause disruption in our supply chain.

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. There are numerous free trade agreements pending, including the United States-Central American Free Trade Agreement that, if adopted, could put us as a disadvantage to some of our competitors.

ITEM 4. CONTROLS AND PROCEDURES

We maintain disclosure controls and procedures that are designed to ensure that information that we are required to disclose in our Securities Exchange Act of 1934 (the "Securities Exchange Act") reports is recorded, processed, summarized and reported within the time periods specified in the Securities and Exchange Commission's rules and forms, and that such information is accumulated and communicated to our management, including our Chief Executive Officer and Chief Financial Officer, as appropriate, to allow timely decisions regarding required disclosure.

Our Chief Executive Officer and Chief 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, the Chief Executive Officer and the Chief Financial Officer concluded that, as of the end of the period covered by this report, our disclosure controls and procedures were effective.

There have not been any changes in our internal controls over financial reporting (as such term is defined in Rule 13a-15 and 15d-15 under the Securities Exchange Act) during the fiscal quarter ended August 27, 2004 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

PART II. OTHER INFORMATION

ITEM 6. EXHIBITS AND REPORTS ON FORM 8-K

(a) Exhibits.

10.1 Oxford Industries, Inc. Long Term Incentive Plan.

10.2 Oxford Industries, Inc. Employee Stock Purchase Plan.

31.1 Section 302 Certification by Chief Executive Officer.

31.2 Section 302 Certification by Chief Financial Officer.

32.1 Section 906 Certification by Chief Executive Officer.

32.2 Section 906 Certification by Chief Financial Officer.

(b) Reports on Form 8-K.

We filed a current report on Form 8-K on July 28, 2004 furnishing our year end earnings release.

We filed a current report on Form 8-K on August 2, 2004 furnishing our press release regarding the completion of our Ben Sherman acquisition.

We filed a current report on Form 8-K on August 13, 2004 furnishing certain financial information relating to Ben Sherman prepared in accordance with United Kingdom GAAP.

[Table of Contents](#)

SIGNATURES

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

Date: October 5, 2004	**/s/ OXFORD INDUSTRIES, INC.** (Registrant)
Date: October 5, 2004	/s/ J. Hicks Lanier J. Hicks Lanier Chief Executive Officer
Date: October 5, 2004	/s/ Ben B. Blount, Jr. Ben B. Blount, Jr Chief Financial Officer
Date: October 5, 2004	/s/ K. Scott Grassmyer K. Scott Grassmyer Controller and Chief Accounting Officer

OXFORD INDUSTRIES, INC.
EXHIBIT INDEX TO FORM 10-Q
August 27, 2004

Exhibit 10.1 Oxford Industries, Inc. Long Term Incentive Plan.
Exhibit 10.2 Oxford Industries, Inc Employee Stock Purchase Plan.
Exhibit 31.1 Section 302 Certification by Chief Executive Officer.
Exhibit 31.2 Section 302 Certification by Chief Financial Officer.
Exhibit 32.1 Section 906 Certification by the Chief Executive Officer.
Exhibit 32.2 Section 906 Certification by the Chief Financial Officer.

OXFORD INDUSTRIES, INC.
LONG-TERM STOCK INCENTIVE PLAN

1. PURPOSE. The purpose of the Oxford Industries, Inc. 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 200,000 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 are currently available for grant or that become available for grant under the Company's existing stock option and restricted stock plans will be added to the aggregate number of Shares authorized under the Plan, and all subsequent grants shall be made pursuant to 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 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 stock dividend, stock split, combination or exchange of Shares, recapitalization or other change in the capital structure of the Company, (y) any merger, consolidation, spin-off, spin-out, split-off, split-up, reorganization, partial or complete liquidation or other distribution of assets (other than a normal cash dividend), 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.

OXFORD INDUSTRIES, INC.
EMPLOYEE STOCK PURCHASE PLAN

1. PURPOSE.

(a) The purpose of this Plan is to provide Employees of the Company and its Designated Subsidiaries with an opportunity to become more personally invested in the Company by purchasing the Common Stock of the Company at a discount through payroll deduction. The Company believes that employee participation in the ownership of the business will be to the mutual benefit of both the employees and the Company. This Plan document is an omnibus document that includes a sub-plan ("Statutory Plan") designed to permit offerings of grants to employees of certain Subsidiaries that are Designated Subsidiaries where such offerings are intended to satisfy the requirements of Section 423 of the Code (although the Company makes no undertaking nor representation to obtain or maintain qualification under Section 423 for any Subsidiary, individual, offering or grant) and also separate sub-plans ("Non-Statutory Plans") which permit offerings of grants to employees of certain Designated Subsidiaries which are not intended to satisfy the requirements of Section 423 of the Code. Section 3 of the Plan sets forth the maximum number of shares to be offered under the Plan (and its sub-plans), subject to adjustments as permitted under Section 12. The Committee shall determine from time to time the method for allocating the number of such total shares to be offered under each sub-plan. Such determination shall be in the Committee's discretion and shall not require shareholder approval.

(b) The Statutory Plan shall be a separate and independent plan from the Non-Statutory Plans; provided, however, that the total number of shares authorized to be issued under the Plan applies in the aggregate to both the Statutory Plan and the Non-Statutory Plans. Offerings under the Non-Statutory Plans may be made to achieve desired tax or other objectives in particular locations outside the United States of America or to comply with local laws applicable to offerings in such foreign jurisdictions.

(c) The terms of the Statutory Plan shall be those set forth in this Plan document to the extent such terms are consistent with the requirements for qualification under Code Section 423. The Committee may adopt Non-Statutory Plans applicable to particular Designated Subsidiaries or locations that are not participating in the Statutory Plan. The terms of each Non-Statutory Plan may take precedence over other provisions in this document, with the exception of Sections 3 and 12 with respect to the total number of shares available to be offered under the Plan for all sub-plans. Unless otherwise superseded by the terms of such Non-Statutory Plan, the provisions of this Plan document shall govern the operation of each Non-Statutory Plan. Except to the extent expressly set forth herein or where the context suggests otherwise, any reference herein to "Plan" shall be construed to include a reference to the Statutory Plan and the Non-Statutory Plans.

2. DEFINITIONS.

As used in the Plan, the following terms, when capitalized, have the following meanings:

(a) "Board" means the Company's Board of Directors.

(b) "Business Day" means a day that the New York Stock Exchange is open if the Shares are then listed on such exchange.

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

(d) "Committee" means the committee described in Section 10.

(e) "Common Stock" means the common stock of the Company, $1.00 par value per share, or any stock into which that common stock may be converted.

(f) "Company" means Oxford Industries, Inc., a Georgia corporation, and any successor corporation.

(g) "Contributions" means all amounts credited to the Participant's Payroll Deduction Account.

(h) "Corporate Transaction" means (i) any stock dividend, stock split, combination or exchange of shares, recapitalization or other change in the capital structure of the Company, (ii) any merger, consolidation, spin-off, spin-out, split-off, split-up, reorganization, partial or complete liquidation or other distribution of assets (other than a normal cash dividend), issuance of rights or warrants to purchase securities or (iii) any other corporate transaction or event having an effect similar to any of the foregoing.

(i) "Designated Subsidiary" means a Subsidiary that has been designated by the Board or the Committee as eligible to participate in the Plan as to its eligible Employees.

(j) "Effective Date" means January 1, 2004.

(k) "Employee" means any person who performs services for, and who is classified as an employee on the payroll records of, the Company or a Designated Subsidiary.

(l) "Fair Market Value" means, with respect to any date, the closing price of the Common Stock on the New York Stock Exchange on that date or, in the event that the Common Stock is not traded on that date, the closing price on the immediately preceding trading date. If the Common Stock is no longer traded on the New York Stock Exchange, then "Fair Market Value" means, with respect to any date, the fair market value of the Common Stock as determined by the Committee in good faith.

(m) "Offering Date" means the first Business Day of each Purchase Period.

(n) "Participant" means a participant in the Plan as described in Section 5.

(o) "Payroll Deduction Account" means the bookkeeping account established for a Participant in accordance with Section 6.

(p) "Plan" means the Oxford Industries, Inc. Employee Stock Purchase Plan, as set forth herein, and as amended from time to time.

(q) "Purchase Date" means the last Business Day of each Purchase Period.

(r) "Purchase Period" means a period of three months commencing on January 1, April 1, July 1 and October 1 of each year, or such other period as determined by the Committee; provided, however, that in no event will any Purchase Period be longer than 27 months.

(s) "Purchase Price" means an amount equal to 85% of the Fair Market Value of a Share on the Purchase Date.

(t) "Share" means a share of Common Stock, as adjusted in accordance with Section 12.

(u) "Subsidiary" means a domestic or foreign corporation of which not less than 50% of the voting shares are held by the Company or a Subsidiary, whether or not such corporation now exists or is hereafter organized or acquired by the Company or a Subsidiary. The definition of Subsidiary should be interpreted so as to include any entity that would be treated as a "subsidiary corporation" under Code Section 424(f).

3. RESERVED SHARES. Subject to adjustments as provided in Section 12, the maximum number of Shares available for purchase on or after the Effective Date is 250,000 Shares. Shares issued under the Plan may be Shares of original issuance, Shares held in treasury, or Shares that have been reacquired by the Company.

4. ELIGIBILITY.

(a) Eligible Employees. Any person who, as of an Offering Date in a given Purchase Period, (i) has been an Employee for a period of at least 90 days, (ii) is regularly scheduled to work at least 25 hours per week and (iii) is regularly scheduled to work at least five months per year, will be eligible to participate in the Plan for that Purchase Period, subject to the requirements of Section 5 and the limitations imposed by Code Section 423(b).

(b) Five Percent Shareholders. Notwithstanding any other provision of the Plan, no Employee will be eligible to participate in the Plan if the Employee (or any other person whose stock would be attributed to the Employee pursuant to Code Section 424(d)) owns capital stock of the Company and/or holds outstanding options to purchase stock possessing five percent (5%) or more of the total combined voting power or value of all classes of stock of the Company or of any Subsidiary.

5. PARTICIPATION. An Employee may become a Participant in the Plan by completing a payroll deduction authorization form and any other required enrollment documents provided by the Committee or its designee and submitting them to the Committee or its designee in accordance with the rules established by the Committee. The enrollment documents will set forth the dollar amount to be paid as Contributions pursuant to the Plan. In countries where payroll deductions are not feasible, the Committee may permit an Employee to participate in the Plan by an alternative means, such as by check.

6. CONTRIBUTIONS.

(a) Payroll Deductions. A Participant's payroll deductions will begin with the first payroll paid following the Offering Date and will end on the last payroll paid on or before the Purchase Date of the Purchase Period. A Participant's enrollment documents will remain in effect for successive Purchase Periods unless the Participant timely submits new enrollment documents to change the rate of payroll deductions for a subsequent Purchase Period in accordance with rules established by the Committee.

(b) Payroll Deduction Account. The Committee will credit the amount of each Participant's Contributions to the Participant's Payroll Deduction Account. A Participant may not make any additional payments to the Participant's Payroll Deduction Account, except as expressly provided in the Plan or as authorized by the Committee.

(c) No Changes to Payroll Deductions. A Participant may not change or cease payroll deductions once a Purchase Period has begun.

(d) No Interest. No interest or other earnings will accrue on a Participant's Contributions to the Plan except to the extent payment of interest on such amount is required by the laws of any applicable jurisdiction.

(e) Foreign Currency. Except as otherwise specified by the Committee, payroll deductions made with respect to Employees paid in currencies other than U.S. dollars will be accumulated in local currency and converted to U.S. dollars as of the Purchase Date.

7. LIMITATION ON PURCHASES.

Participant purchases are subject to the following limitations:

(a) Purchase Period Limitation. Subject to the calendar year limits provided by Section 7(b), the maximum number of Shares that a Participant will have the right to purchase in any Purchase Period will be determined by dividing (i) $25,000 by (ii) the Fair Market Value of one Share on the Offering Date for such Purchase Period.

(b) Calendar Year Limitation. No right to purchase Shares under the Plan will be granted to an Employee if such right, when combined with all other rights and options granted under all of the Code Section 423 employee stock purchase plans of the Company, its Subsidiaries or any parent corporation (within the meaning of Code Section 424(e)), would permit the Employee to purchase (i) more than 2,000 Shares in a calendar year or (ii) Shares with a Fair Market Value (determined at the time the right or option is granted) in excess of $25,000 for each calendar year in which the right or option is outstanding at any time, determined in accordance with Code Section 423(b)(8).

(c) Refunds. As of the first Purchase Date on which this Section limits a Participant's ability to purchase Shares, the Participant's payroll deductions will terminate, and the Participant will receive a refund of the balance in the Participant's Payroll Deduction Account as soon as practicable after the Purchase Date.

8. STOCK PURCHASES.

(a) Automatic Purchase. On each Purchase Date, each Participant will be deemed, without further action, to have elected to purchase the number of whole Shares that the Participant's Payroll Deduction Account balance can purchase at the Purchase Price on that Purchase Date. Except as otherwise specified by the Committee, any amounts that are not sufficient to purchase a whole Share will be retained in the Participant's Payroll Deduction Account for the subsequent Purchase Period. Any other amounts remaining in the Participant's Payroll Deduction Account after the Purchase Date will be returned to the Participant.

(b) Delivery of Shares. As soon as practicable after each Purchase Date, the Committee will arrange for the delivery of the Shares purchased by Participants on the Purchase Date. The Committee may permit or require that Shares purchased under the Plan be deposited directly with a provider designated by the Committee. The Committee may require that Shares be retained by the designated provider for a specified period of time and may restrict dispositions during that period, and the Committee may establish other procedures to permit tracking of disqualifying dispositions of the Shares or to restrict transfer of the Shares.

(c) Notice Restrictions. The Committee may require, as a condition of participation in the Plan, that each Participant agree to notify the Company if the Participant sells or otherwise disposes of any Shares within two years of the Offering Date or one year of the Purchase Date for the Purchase Period in which the Shares were purchased.

(d) Shareholder Rights. A Participant will have no interest or voting right in a Share until a Share has been purchased on the Participant's behalf under the Plan.

9. EMPLOYMENT TERMINATION.

(a) Termination of Employment. If a Participant's employment with the Company or a Designated Subsidiary terminates for any reason, the Participant will cease to participate in the Plan and the Company or its designee will refund the balance in the Participant's Payroll Deduction Account to the Participant or the Participant's estate or legal representative. Whether and when employment shall be deemed terminated for purposes of this Plan shall be determined by the Committee in its sole discretion and may be determined without regard to statutory notice periods or other periods following termination of active employment.

(b) Ineligible Employee. In the a Participant ceases to be an eligible Employee for any reason other than employment termination at any time during a Purchase Period, at the election of the Participant, the Participant's Payroll Deduction Account balance will, in the Committee's discretion, be (i) distributed to the Participant, or (ii) held until the end of the Purchase Period and applied to purchase Shares in accordance with Section 6.

(c) Leaves of Absence. The Committee may establish rules regarding when leaves of absence will be considered a termination of employment.

10. PLAN ADMINISTRATION.

(a) The Plan shall be administered by the Board. The Board may delegate any or all of its authority and obligations under this Plan to such committee or committees (including without limitation, a committee of the Board) or officer(s) of the Company as it may designate. Notwithstanding any such delegation of authority, the Board may itself take any action under the Plan in its discretion at any time, and any reference in this Plan document to the rights and obligations of the Committee shall be construed to apply equally to the Board. Any references to the Board mean only the Board. The authority that may be delegated by the Board includes, without limitation, the authority to (i) establish Non-Statutory Plans and determine the terms of such sub-plans, (ii) designate from time to time which Subsidiaries will participate in the Statutory Plan, which Subsidiaries will be Designated Subsidiaries, and which Designated Subsidiaries will participate in a particular Non-Statutory Plan, (iii) determine procedures for eligible employees to enroll in or withdraw from a sub-plan, setting or changing payroll deduction percentages, and obtaining necessary tax withholdings, (iv) allocate the available shares under the Plan to the sub-plans for particular offerings, and (v) adopt amendments to the Plan or any sub-plan including, without limitation, amendments to increase the shares available for issuance under the Plan pursuant to Section 13 (but not including increases in the available shares above the maximum permitted by Section 3 which shall require Board and shareholder approval).

(b) The Committee shall be vested with full authority and discretion to construe the terms of the Plan and make factual determinations under the Plan, and to make, administer, and interpret such rules and regulations as it deems necessary to administer the Plan, and any determination, decision, or action of the Committee in connection with the construction, interpretation, administration, or application of the Plan shall be final, conclusive, and binding upon all participants and any and all persons claiming under or through any participant. The Committee may retain outside entities and professionals to assist in the administration of the Plan including, without limitation, a vendor or vendors to perform enrollment and brokerage services. The authority of the Committee will specifically include, without limitation, the power to make any changes to the Plan with respect to the participation of employees of any Subsidiary that is organized under the laws of a country other than the United States of America when the Committee deems such changes to be necessary or appropriate to achieve a desired tax treatment in such foreign jurisdiction or to comply with the laws applicable to such non-U.S. Subsidiaries. Such changes may include, without limitation, the exclusion of particular Subsidiaries from participation in the plan; modifications to eligibility criteria, maximum number or value of shares that may be purchased in a given period, or other requirements set forth herein; and procedural or administrative modifications. Any modification relating to offerings to a particular Designated Subsidiary will apply only to such Designated Subsidiary, and will apply equally to all similarly situated employees of such Designated Subsidiary. The rights and privileges of all employees granted options under the Statutory Plan shall be the same. To the extent any changes approved by the Committee would jeopardize the tax-qualified status of the Statutory Plan, such change shall cause the Designated Subsidiaries affected thereby to be considered to be Designated Subsidiaries under a Non-Statutory Plan or Non-Statutory Plans instead of the Statutory Plan.

11. RIGHTS NOT TRANSFERABLE. Rights under the Plan are not transferable by a Participant and, during the Participant's lifetime, may be exercised only by the Participant.

12. CAPITAL CHANGES. In the event of a Corporate Transaction, other than a Corporate Transaction in which the Company is not the surviving corporation, the number and kind of shares of stock or securities of the Company to be subject to the Plan, the maximum number of shares or securities that may be delivered under the Plan, and the selling price and other relevant provisions of the Plan will be appropriately adjusted by the Committee, whose determination will be binding on all persons. If the Company is a party to a Corporate Transaction in which the Company is not the surviving corporation, the Committee may take such actions with respect to the Plan as the Committee deems appropriate.

13. AMENDMENT. The Board may at any time, or from time to time, amend the Plan in any respect. The stockholders of the Company, however, must approve any amendment that would increase the number of Shares that may be issued under the Plan pursuant to options intended to qualify under Code Section 423 (other than an increase merely reflecting a change in capitalization of the Company pursuant to Section 12) or a change in the designation of any corporations (other than a Subsidiary) whose employees become Employees under the Plan.

14. PLAN TERMINATION. The Plan and all rights of Employees under the Plan will terminate: (a) on the Purchase Date on which Participants become entitled to purchase a number of Shares greater than the number of reserved Shares remaining available for purchase as set forth in Section 3, or (b) at any date at the discretion of the Board. In the event that the Plan terminates under circumstances described in (a) above, reserved Shares remaining as of the termination date will be made available for purchase by Participants on the Purchase Date on a pro rata basis based on the amount credited to each Participant's Payroll Deduction Account. Upon termination of the Plan, each Participant will receive the balance in the Participant's Payroll Deduction Account.

15. GOVERNMENT REGULATIONS. The Plan, the grant and exercise of the rights to purchase Shares under the Plan, and the Company's obligation to sell and deliver Shares upon the exercise of rights to purchase Shares, will be subject to all applicable federal, state and foreign laws, rules and regulations, and to such approvals by any regulatory or government agency as may, in the opinion of counsel for the Company, be required or desirable. To the extent any (i) grant of an option to purchase Shares hereunder, (ii) purchase of Shares hereunder, or (iii) disposition of Shares purchased hereunder gives rise to any tax withholding obligation (including, without limitation, income and payroll withholding taxes imposed by any jurisdiction), the Committee may implement appropriate procedures to ensure that such tax

withholding obligations are met. Such procedures may include, without limitation, increased withholding from an employee's current compensation, cash payments to the Company or another Designated Subsidiary by an employee, or a sale of a portion of the stock purchased under the Plan, which sale may be required and initiated by the Company. Any such procedure, including offering choices among procedures, will be applied consistently with respect to all similarly situated employees participating in the Plan (or in an offering under the Plan), except to the extent any procedure may not be permitted under the laws of the applicable jurisdiction.

Exhibit 31.1

CERTIFICATION

I, J. Hicks Lanier, certify that:

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

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

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

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) 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) 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

    c) 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 that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of 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: October 5, 2004

/s/ J. Hicks Lanier

J. Hicks Lanier

Chairman and Chief Executive Officer

Exhibit 31.2

CERTIFICATION

I, Ben B. Blount, Jr., certify that:

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

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

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

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) 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) 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

   c) 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 that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of 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: October 5, 2004

/s/ Ben B. Blount, Jr.

Ben B. Blount, Jr.
Executive Vice President and
Chief 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 Quarterly Report of Oxford Industries, Inc. (the "Company") on Form 10-Q ("Form 10-Q") for the quarter ended August 27, 2004 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:

(1) To my knowledge the Form 10-Q 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-Q 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
October 5, 2004

* A signed original of this written statement required by Section 906 has been provided to Oxford Industries, Inc. and will be retained by Oxford Industries, Inc. and furnished to the Securities and Exchange Commission or its staff upon request.

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-Q ("Form 10-Q") for the quarter ended August 27, 2004 as filed with the Securities and Exchange Commission on the date hereof, I, Ben B. Blount, Jr., Executive Vice President and Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

(1) To my knowledge the Form 10-Q 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-Q fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Ben B. Blount, Jr.
- ---------------------------
Ben B. Blount, Jr.
Executive Vice President and
Chief Financial Officer
October 5, 2004

* A signed original of this written statement required by Section 906 has been provided to Oxford Industries, Inc. and will be retained by Oxford Industries, Inc. and furnished to the Securities and Exchange Commission or its staff upon request.