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

**FORM 8-K**

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

Date of Report (Date of earliest event reported): April 15, 2009

**G-III APPAREL GROUP, LTD.**

(Exact name of registrant as specified in its charter)

**Delaware**  
(State or other jurisdiction  
of incorporation)

**0-18183**  
(Commission File Number)

**41-1590959**  
(IRS Employer  
Identification No.)

**512 Seventh Avenue**  
**New York, New York**  
(Address of principal executive offices)

**10018**  
(Zip Code)

Registrant's telephone number, including area code: **(212) 403-0500**

**Not Applicable**  
(Former name or former address, if changed since last report)

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

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
  - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
  - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d 2(b))
  - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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## **Item 1.01 Entry into a Material Definitive Agreement.**

### ***Restricted Stock Unit Grants***

On April 15, 2009, the Compensation Committee of our Board of Directors granted restricted stock units, pursuant to our 2005 Stock Incentive Plan, as amended to date (the "2005 Plan"), to our executive officers and Richard White, one of our directors. The grants will enable them to receive shares of our common stock, subject to satisfaction of specified conditions, as follows: (i) up to 60,000 shares to Morris Goldfarb, our Chairman and Chief Executive Officer, (ii) up to 40,000 shares to Sammy Aaron, our Vice Chairman; (iii) up to 30,000 shares to Wayne S. Miller, our Chief Operating Officer, (iv) up to 20,000 shares to Jeanette Nostra, our President, (v) up to 15,000 shares to Neal S. Nackman, our Chief Financial Officer and (vi) up to 5,000 shares to Mr. White.

The above-named executive officers and Mr. White will be entitled to receive these shares of our common stock only if the average closing price per share of our common stock on the Nasdaq Global Select Market is \$6.93 (which is 20% above the closing price of our common stock on the Nasdaq Global Select Market on the date of grant) or higher over a twenty consecutive trading day period during the four-year period commencing on April 15, 2009 and ending on April 14, 2013 (the "Price Vesting Condition"). In addition, the right to receive these shares of common stock will become vested in four equal annual increments beginning on the first anniversary of the date of grant.

If the Price Vesting Condition is satisfied and the executive officer remains employed by us (or, in the case of Mr. White, continues to serve as a director) or otherwise provides service for us, we will issue to him or her 25% of the shares of common stock to which he or she is entitled for each annual vesting period that has then elapsed, and an additional 25% of the shares of common stock on each subsequent anniversary of the date of grant, through the fourth anniversary, but only if the executive officer remains employed by us (or, in the case of Mr. White, continues to serve as a director) or otherwise performs service for us on each anniversary date. If the Price Vesting Condition is not satisfied within the four-year period, the restricted stock unit grants will be canceled.

The number of shares of common stock to which the restricted stock units relate and the vesting price will be appropriately adjusted in the event of stock splits, stock dividends and other extraordinary corporate events.

A copy of the form of Deferred Stock Award Agreement for these grants under the 2005 Plan is filed herewith as Exhibit 10.1.

### ***Amendment to Financing Agreement***

On April 20, 2009, G-III Leather Fashions, Inc., J. Percy for Marvin Richards, Ltd., CK Outerwear, LLC, A. Marc & Co., Inc., Andrew & Suzanne Company Inc. and AM Retail Group, Inc., entered into Amendment No. 2 (the "Amendment") to the Amended and Restated Financing Agreement (the "Financing Agreement") with The CIT Group/Commercial Services, Inc. ("CIT"), as Agent, and CIT, HSBC Bank USA, National Association, Sovereign Bank, Israel Discount Bank of New York, Commerce Bank, N.A., Signature Bank, Bank Leumi USA,

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Webster Business Credit, JPMorgan Chase Bank, N.A., Bank of America, N.A. and Wachovia Bank, N.A., as lenders (collectively, the “Lenders”).

The Amendment amended the Financing Agreement to: (a) provide that borrowings under the line of credit will bear interest, at our option, at the prime rate (in no event less than an annual interest rate of one month LIBOR plus 2.5%) plus 0.75% or LIBOR plus 3.0%.; (b) revise the maximum Senior Leverage Ratio and minimum Fixed Charge Coverage Ratio (each as defined) that we must maintain; and (c) authorize us to have a security interest, subordinate to that of the Lenders, in the assets of our subsidiary, AM Retail Group, Inc., to secure intercompany borrowings.

A copy of the Amendment is filed herewith as Exhibit 10.2.

**Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.**

(e) See “Item 1.01 Entry into a Material Definitive Agreement—Restricted Stock Unit Grants” above for a description of restricted stock unit grants to our executive officers on April 15, 2009.

**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits.

10.1 Form of Deferred Stock Award Agreement for April 15, 2009 restricted stock unit grants.

10.2 Amendment No. 2 to Amended and Restated Financing Agreement, dated as of April 20, 2009, by and among G-III Leather Fashions, Inc., J. Percy for Marvin Richards, Ltd., CK Outerwear, LLC, A. Marc & Co., Inc., Andrew & Suzanne Company Inc., AM Retail Group, Inc., and The CIT Group/Commercial Services, Inc., as Agent, and the Lenders that are parties thereto.

SIGNATURE

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

G-III APPAREL GROUP, LTD.

Date: April 21, 2009

By: /s/ Neal S. Nackman

Name: Neal S. Nackman

Title: Chief Financial Officer

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EXHIBIT INDEX

Exhibit	Description
10.1	Form of Deferred Stock Award Agreement for April 15, 2009 restricted stock unit grants.
10.2	Amendment No. 2 to Amended and Restated Financing Agreement, dated as of April 20, 2009, by and among G-III Leather Fashions, Inc., J. Percy for Marvin Richards, Ltd., CK Outerwear, LLC, A. Marc & Co., Inc., Andrew & Suzanne Company Inc., AM Retail Group, Inc., and The CIT Group/Commercial Services, Inc., as Agent, and the Lenders that are parties thereto.

**G-III APPAREL GROUP, LTD.  
2005 STOCK INCENTIVE PLAN  
DEFERRED STOCK AWARD AGREEMENT**

AGREEMENT, made as of the 15<sup>th</sup> day of April, 2009, between G-III APPAREL GROUP, LTD. (the "Company") and \_\_\_\_\_ (the "Executive"), pursuant to the G-III Apparel Group, Ltd. 2005 Stock Incentive Plan (the "Plan").

1. Deferred Stock Award. The Company hereby grants to the Executive a deferred stock award under the Plan, consisting of the right to receive \_\_\_\_\_ shares of the Company's common stock ("Shares") upon the terms and conditions set forth in this Agreement.

2. Vesting Conditions. Except as otherwise provided by this Agreement and the Plan, the Executive's right to receive the Shares shall become vested in four equal annual increments beginning on the first anniversary of the date hereof, subject to the Executive's continuous employment or other service with the Company through the applicable vesting date; provided, however, the Executive shall have no right to receive any Shares unless, during any period of twenty consecutive trading days beginning subsequent to the date hereof and ending on April 14, 2013, the average closing price per share of Company common stock on the national exchange on which such stock is traded is at least \$6.93. For the avoidance of doubt, the time-based vesting percentages will be cumulative prior to the attainment of the performance condition, such that, if the performance condition is attained and the Executive is then still in the continuous employ or service of the Company, then, upon the attainment of the performance condition, the Executive's vested percentage in the Shares covered by the award will be equal to the product of 25% and the number of time-based vesting dates that occurred prior to the attainment of the performance condition.

3. Capital Changes. In the event of a stock dividend, stock split, spin off or other recapitalization with respect to the outstanding shares of the Company's common stock, the

Company will make such adjustments to the number of Shares covered by this Agreement and the targeted stock price as it deems equitable under the circumstances.

4. Termination of Employment or Service. Upon the termination of the Executive's employment or other service with the Company, the Executive's right to receive Shares covered by this Agreement, to the extent not previously vested, will thereupon terminate and be canceled.

5. Issuance of Shares; Rights as a Shareholder.

(a) General. If and as soon as practicable after the Executive's right to receive any Shares becomes vested in accordance with the provisions hereof, the Company will cause such Shares to be issued and delivered in certificated or electronic form to the Executive, subject to the satisfaction of applicable tax withholding requirements.

(b) Tax Withholding. The Company shall require as a condition of the issuance of vested Shares under this Agreement that the Executive remit to the Company an amount sufficient in the opinion of the Company to satisfy any federal, state and other governmental tax withholding requirements attributable to the vesting or issuance and delivery of the Shares. In addition, or in the alternative, the Company may satisfy such tax withholding obligation (to the minimum required extent) in whole or in part by withholding Shares that would otherwise be delivered to the Executive based upon the fair market value of the Shares on the applicable date.

(c) Rights as a Shareholder. The Executive shall have no voting or other rights of a shareholder with respect to the Shares unless and until such Shares are issued to the Executive in accordance with the provisions hereof.

6. Restrictions on Transfer. The Executive's right to receive Shares under this Agreement may not be sold, assigned, transferred, pledged or otherwise alienated or disposed of (except by will or the laws of descent and distribution), and may not become subject to

attachment, garnishment, execution or other legal or equitable process, and any attempt to do so shall be null and void.

7. No Other Rights Conferred. Nothing contained herein shall be deemed to give the Executive a right to be retained in the employ of the Company or any affiliate or affect the right of the Company and its affiliates to terminate or amend the terms and conditions of the Executive's employment.

8. Provisions of the Plan Control. The provisions of the Plan, the terms of which are incorporated in this Agreement, shall govern if and to the extent that there are inconsistencies between those provisions and the provisions hereof.

9. Successors. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. This Agreement, constitutes the entire agreement between the parties with respect to the subject matter hereof and may not be modified except by written instrument executed by the parties.

10. Governing Law. This Agreement shall be governed by the laws of the State of Delaware, without regard to its principles of conflict of laws.

11. Counterparts. This Agreement may be executed in separate counterparts, each of which will be an original and all of which taken together shall constitute one and the same agreement.

G-III APPAREL GROUP, LTD.

By: \_\_\_\_\_  
\_\_\_\_\_



## AMENDMENT NO. 2

TO

## AMENDED &amp; RESTATED FINANCING AGREEMENT

This Amendment No. 2 to Amended & Restated Financing Agreement (this "Amendment No. 2") is entered into as of April 20, 2009, by and among G-III Leather Fashions, Inc., a New York corporation ("G-III Inc."), J. Percy for Marvin Richards, Ltd., a New York corporation ("JPMR"), CK Outerwear, LLC, a New York limited liability company ("CKO"), A. Marc & Co., Inc., a New York corporation ("AMC"), Andrew & Suzanne Company Inc., a New York corporation ("A&S"), AM Retail Group, Inc., a Delaware corporation ("AMRGI"), and together with G-III Inc., JPMR, CKO, AMC and A&S, individually a "Company" and collectively, the "Companies", The CIT Group/Commercial Services, Inc., a New York corporation ("CIT") (CIT and the financial institutions which are now or hereafter become a party to the Financing Agreement (as hereafter defined) each a "Lender" and collectively, "Lenders"), and CIT as agent for Lenders (CIT, in such capacity, "Agent").

## BACKGROUND

The Companies, Agent and Lenders are parties to an Amended and Restated Financing Agreement, dated as of April 3, 2008 (as amended by Joinder and Amendment No. 1 to Amended and Restated Financing Agreement dated as of July 21, 2008, and as further amended, restated, modified and/or supplemented from time to time, the "Financing Agreement") pursuant to which Agent and Lenders provide the Companies with certain financial accommodations.

The Companies have requested Agent and Lenders to amend certain of the terms of the Financing Agreement as hereinafter set forth. Agent and Lenders have agreed to amend the Financing Agreement on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of any loan or advance or grant of credit heretofore or hereafter made to or for the account of the Companies by Agent and Lenders, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Definitions. All capitalized terms not otherwise defined herein shall have the meanings given to them in the Financing Agreement.
2. Amendments to Financing Agreement. Subject to satisfaction of the conditions precedent set forth in Section 3 below, the Financing Agreement is hereby amended as follows:
  - (a) The definition of the term "Applicable Margin" appearing in Section 1.1 of the Financing Agreement is hereby amended by amending clause (a) thereof to read in its entirety as follows:
    - (a) the Revolving Loans, plus 0.75% for Chase Bank Rate Loans and 3.00% for LIBOR Loans,

(b) The definition of the term “Chase Bank Rate” appearing in Section 1.1 of the Financing Agreement is hereby amended by inserting the following sentence at the end thereof:

Notwithstanding the foregoing, in no event shall the Chase Bank Rate be less than a rate of interest per annum equal to one month LIBOR plus 2.50%

(c) The definition of the term “Line of Credit Fee” appearing in Section 1.1 of the Financing Agreement is hereby amended by deleting the text “\$95,000” contained therein and inserting the text “\$150,000” in lieu thereof.

(d) The definition of the term “Permitted Encumbrances” appearing in Section 1.1 of the Financing Agreement is hereby amended by (x) deleting the word “and” immediately prior to clause (j) thereof; and (y) by changing the period appearing at the end thereof to a semi-colon and by inserting the following immediately thereafter:

and (k) liens with respect to certain assets of AMRGI granted to G-III Inc. which (i) secure the Intercompany AMRGI-GIII Note, (ii) are subordinate to the liens of the Agent and the Lenders and (iii) have been collaterally assigned to the Agent for the benefit of the Agent and the Lenders.

(e) The definition of the term “Permitted Indebtedness” appearing in Section 1.1 of the Financing Agreement is hereby amended by changing the letter of clause “(i)” to “(j)” and by inserting a new clause “(i)” immediately after clause “(h)” to read as follows:

(i) Swap Contracts entered into with Agent, Lenders and/or Affiliates of Agent or Lenders;

(f) Section 1.1 of the Financing Agreement is hereby amended by inserting a definition for the new term “Intercompany AMRGI-GIII Note” in appropriate alphabetical order to read as follows:

“Intercompany AMRGI-GIII Note” shall mean that certain secured subordinated revolving promissory note dated as of April 20, 2009, executed by AMRGI to the order of G-III Inc.

(g) Section 7.3 of the Financing Agreement is hereby amended by deleting the table contained in Subclause (a) thereof in its entirety and inserting the following table in lieu thereof:

<b>Twelve Months Ending</b>	<b>Senior Leverage Ratio</b>
April 30, 2009	1.60 to 1.00
July 31, 2009	5.00 to 1.00
October 31, 2009	8.50 to 1.00
January 31, 2010	2.40 to 1.00
April 30, 2010	1.60 to 1.00

<b>Twelve Months Ending</b>	<b>Senior Leverage Ratio</b>
July 31, 2010	5.00 to 1.00
October 31, 2010	8.50 to 1.00
January 31, 2011	2.40 to 1.00
April 30, 2011	1.60 to 1.00

(h) Section 7.3 of the Financing Agreement is hereby amended by deleting the table contained in Subclause (b) thereof in its entirety and inserting the following table in lieu thereof:

<b>Twelve Months Ending</b>	<b>Fixed Charge Coverage Ratio</b>
April 30, 2009	1.00 to 1.00
July 31, 2009	1.00 to 1.00
October 31, 2009	1.10 to 1.00
January 31, 2010	1.10 to 1.00
April 30, 2010	1.00 to 1.00
July 31, 2010	1.00 to 1.00
October 31, 2010	1.10 to 1.00
January 31, 2011	1.10 to 1.00
April 30, 2011	1.00 to 1.00

3. **Conditions of Effectiveness.** This Amendment No. 2 shall become effective as of the date hereof upon satisfaction of the following conditions: Agent shall have received:

(a) Fourteen (14) copies of this Amendment No. 2 duly executed by Companies, Agent and Required Lenders, and consented to by each Guarantor;

(b) An amendment fee in the sum of \$200,000 for the pro rata benefit of the Lenders executing this Amendment No. 2;

(c) A true and correct copy of the Intercompany AMRGI-GIII Note and the Security Agreement pursuant to which G-III Inc. has been granted a security interest in certain assets of AMRGI as collateral for the obligations of AMRGI under the Intercompany AMRGI-GIII Note, each of which shall be in form and substance reasonably satisfactory to Agent and its counsel;

(d) Six (6) copies of a duly executed collateral assignment in favor of Agent, in form and substance satisfactory to Agent, with respect to (i) the Intercompany AMRGI-GIII Note and (ii) the subordinated lien in favor of G-III Inc. securing the obligations of AMRGI under the Intercompany AMRGI-GIII Note;

(e) Six (6) copies of a duly executed Subordination and Intercreditor Agreement by and among Agent, AMRGI and G-III Inc. with respect to the Intercompany AMRGI-GIII Note and the subordinated lien in favor of G-III Inc. securing the obligations of

AMGRI under the Intercompany AMRGI-GIII Note and the related Security Agreement, in form and substance satisfactory to Agent and its counsel; and

(f) such other certificates, instruments, documents and agreements as may reasonably be required by Agent or its counsel, each of which shall be in form and substance satisfactory to Agent and its counsel.

4. Representations and Warranties. Each of the Companies hereby represents, warrants and covenants as follows:

(a) This Amendment No. 2, the Financing Agreement and the other Loan Documents are and shall continue to be legal, valid and binding obligations of each of Companies and Guarantors, respectively, and are enforceable against each Company and each Guarantor in accordance with their respective terms.

(b) Upon the effectiveness of this Amendment No. 2, each Company and each Guarantor hereby reaffirms all covenants, representations and warranties made in the Financing Agreement and the other Loan Documents and agree that all such covenants, representations and warranties shall be deemed to have been remade and are true and correct in all material respects as of the effective date of this Amendment No. 2, after giving effect to this Amendment No. 2, provided, however, that the information contained in the Schedules attached to the Financing Agreement continues to be true, correct and complete as of the Closing Date, and there have been no changes to such matters as of the date hereof except to the extent any such change would not have a Material Adverse Effect, constitute a Default or Event of Default, or otherwise require notice to the Agent in accordance with the terms of the Financing Agreement.

(c) Each Company and each Guarantor has the corporate or limited liability company power, and has been duly authorized by all requisite corporate or limited liability company action, to execute and deliver this Amendment No. 2 and to perform its obligations hereunder. This Amendment No. 2 has been duly executed and delivered by each Company and consented to by each Guarantor.

(d) Each Company has no defense, counterclaim or offset with respect to any of the Loan Documents.

(e) The Loan Documents are in full force and effect, and are hereby ratified and confirmed.

(f) The recitals set forth in the Background section above are truthful and accurate and are an operative part of this Amendment No. 2.

(g) Agent and Lenders have and will continue to have a valid first priority lien and security interest in all Collateral except for liens permitted by the Financing Agreement, and each Company and each Guarantor expressly reaffirms all guarantees, security interests and liens granted to Agent and Lenders pursuant to the Loan Documents.

(h) No Defaults or Events of Default are in existence.

5. Effect of Agreement.

(a) Except as specifically modified herein, the Financing Agreement, and all other documents, instruments and agreements executed and/or delivered in connection therewith, shall remain in full force and effect, and are hereby ratified and confirmed.

(b) The execution, delivery and effectiveness of Amendment No. 2 shall not operate as a waiver of any right, power or remedy of Agent or any Lender, nor constitute a waiver of any provision of the Financing Agreement, or any other documents, instruments or agreements executed and/or delivered under or in connection therewith.

6. Governing Law. This Amendment No. 2 shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns and shall be governed by and construed in accordance with the laws of the State of New York.

7. Headings. Section headings in this Amendment No. 2 are included herein for convenience of reference only and shall not constitute a part of this Amendment No. 2 for any other purpose.

8. Counterparts; Facsimile. This Amendment No. 2 may be executed by the parties hereto in one or more counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same agreement. Any signature delivered by a party by facsimile or other electronic transmission (including in "pdf" format) shall be deemed to be an original signature hereto.

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[signature pages follow]

IN WITNESS WHEREOF, this Amendment No. 2 has been duly executed as of the day and year first written above.

G-III LEATHER FASHIONS, INC., as  
a Company and the Funds Administrator

By: /s/ Neal S. Nackman  
Name: Neal S. Nackman  
Title: Vice President – Finance

J. PERCY FOR MARVIN RICHARDS, LTD., as a Company

By: /s/ Neal S. Nackman  
Name: Neal S. Nackman  
Title: Secretary

CK OUTERWEAR, LLC, as a Company

By: /s/ Neal S. Nackman  
Name: Neal S. Nackman  
Title: Secretary

A. MARC & CO., INC., as a Company

By: /s/ Neal S. Nackman  
Name: Neal S. Nackman  
Title: Vice President – Finance and Secretary

ANDREW & SUZANNE COMPANY INC., as a Company

By: /s/ Neal S. Nackman  
Name: Neal S. Nackman  
Title: Vice President – Finance and Secretary

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AM RETAIL GROUP, INC., as a Company

By: /s/ Michael Brady  
Name: Michael Brady  
Title: Controller and Vice President

THE CIT GROUP/COMMERCIAL SERVICES, INC.,  
as Agent and Lender

By: /s/ Edward J. Ahearn  
Name: Edward J. Ahearn  
Title: Senior Vice President

HSBC BANK USA, NATIONAL ASSOCIATION, as Lender

By: /s/ Michael P. Behuniak, Jr.  
Name: Michael P. Behuniak, Jr.  
Title: Vice President

SOVEREIGN BANK, as Lender

By: /s/ Matilde Reyes  
Name: Matilde Reyes  
Title: Senior Vice President

ISRAEL DISCOUNT BANK OF NEW YORK, as Lender

By: /s/ George Commander  
Name: George Commander  
Title: Senior Vice President

By: /s/ Steven Leavenworth  
Name: Steven Leavenworth  
Title: Senior Vice President

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COMMERCE BANK, N.A., as Lender

By: /s/ Martin Noren  
Name: Martin Noren  
Title: Vice President

SIGNATURE BANK, as Lender

By: /s/ Robert A. Bloch  
Name: Robert A. Bloch  
Title: Senior Vice President

BANK LEUMI USA, as Lender

By: /s/ John Koenigsberg  
Name: John Koenigsberg  
Title: Senior Vice President

By: /s/ Iris Steinhardt  
Name: Iris Steinhardt  
Title: Vice President

WEBSTER BUSINESS CREDIT, as Lender

By: /s/ Daniel Dupre  
Name: Daniel Dupre  
Title: Vice President

JPMORGAN CHASE BANK, N.A., as Lender

By: /s/ Britt O'Rourke  
Name: Britt O'Rourke  
Title: Vice President

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BANK OF AMERICA, N.A., as Lender

By: /s/ David Gutierrez  
Name: David Gutierrez  
Title: Senior Vice President

WACHOVIA BANK, N.A., as Lender

By: /s/ Robert Maichin  
Name: Robert Maichin  
Title: Senior Vice President

ACKNOWLEDGED AND AGREED TO  
BY EACH OF THE GUARANTORS:

G-III APPAREL GROUP, LTD.

By: /s/ Neal S. Nackman  
Name: Neal S. Nackman  
Title: Chief Financial Officer and Treasurer

G-III RETAIL OUTLETS INC.

By: /s/ Neal S. Nackman  
Name: Neal S. Nackman  
Title: Vice President – Finance

G-III LICENSE COMPANY, LLC

By: G-III Apparel Group, Ltd.

By: /s/ Neal S. Nackman  
Name: Neal S. Nackman  
Title: Chief Financial Officer & Treasurer

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G-III BRANDS, LTD.

By: /s/ Neal S. Nackman  
Name: Neal S. Nackman  
Title: Vice President – Finance

AM APPAREL HOLDINGS, INC.

By: /s/ Michael Brady  
Name: Michael Brady  
Title: Treasurer

ASH RETAIL CORP.

By: /s/ Michael Brady  
Name: Michael Brady  
Title: Treasurer

ASH RETAIL OF EASTHAMPTON, INC.

By: /s/ Michael Brady  
Name: Michael Brady  
Title: Treasurer