

AS FILED WITH THE SECURITIES AND EXCHANGE COMMISSION ON OCTOBER 5, 2005

REGISTRATION NO. 333-128239

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

AMENDMENT NO. 1
TO
FORM S-3
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

G-III APPAREL GROUP, LTD.
(Exact name of registrant as specified in its charter)

DELAWARE
(State or other jurisdiction of
incorporation or organization)

41-1590959
(I.R.S. Employer
Identification Number)

512 SEVENTH AVENUE, NEW YORK, NEW YORK 10018, (212) 403-0500
(Address, including zip code, and telephone number, including area code, of
registrant's principal executive offices)

MORRIS GOLDFARB, CHIEF EXECUTIVE OFFICER
G-III APPAREL GROUP, LTD.
512 SEVENTH AVENUE
NEW YORK, NEW YORK 10018
(212) 403-0500
(Name, address, including zip code, and telephone number, including
area code, of agent for service)

COPIES TO:

NEIL GOLD, ESQ.
FULBRIGHT & JAWORSKI L.L.P.
666 FIFTH AVENUE
NEW YORK, NEW YORK 10103
TELEPHONE (212) 318-3000
FACSIMILE (212) 318-3400

APPROXIMATE DATE OF COMMENCEMENT OF PROPOSED SALE TO THE PUBLIC: From time
to time after the effective date of this Registration Statement.

If the only securities being registered on this Form are being offered
pursuant to dividend or interest reinvestment plans, please check the following
box: []

If any of the securities being registered on this Form are to be offered on
a delayed or continuous basis pursuant to Rule 415 under the Securities Act of
1933, other than securities offered only in connection with dividend or interest
reinvestment plans, check the following box: [X]

If this Form is filed to register additional securities for an offering
pursuant to Rule 462(b) under the Securities Act, please check the following box
and list the Securities Act registration statement number of the earlier
effective registration statement for the same offering. [] _____

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. [] _____

If delivery of the prospectus is expected to be made pursuant to Rule 434, please check the following box. []

THE REGISTRANT HEREBY AMENDS THIS REGISTRATION STATEMENT ON SUCH DATE OR DATES AS MAY BE NECESSARY TO DELAY ITS EFFECTIVE DATE UNTIL THE REGISTRANT SHALL FILE A FURTHER AMENDMENT WHICH SPECIFICALLY STATES THAT THIS REGISTRATION STATEMENT SHALL THEREAFTER BECOME EFFECTIVE IN ACCORDANCE WITH SECTION 8(A) OF THE SECURITIES ACT OF 1933 OR UNTIL THE REGISTRATION STATEMENT SHALL BECOME EFFECTIVE ON SUCH DATE AS THE COMMISSION, ACTING PURSUANT TO SECTION 8(A), MAY DETERMINE.

THIS INFORMATION IN THIS PROSPECTUS IS NOT COMPLETE AND MAY BE CHANGED. THE SELLING STOCKHOLDERS MAY NOT SELL THESE SECURITIES UNTIL THE REGISTRATION STATEMENT FILED WITH THE SECURITIES AND EXCHANGE COMMISSION IS DECLARED EFFECTIVE. THIS PROSPECTUS IS NOT AN OFFER TO SELL THESE SECURITIES AND IT IS NOT SOLICITING AN OFFER TO BUY THESE SECURITIES IN ANY STATE WHERE THE OFFER OR SALE IS NOT PERMITTED.

SUBJECT TO COMPLETION, DATED OCTOBER 5, 2005

PROSPECTUS

581,666 SHARES

[G-III APPAREL GROUP, LTD. LOGO OMITTED]

COMMON STOCK

This prospectus relates to 581,666 shares of our common stock that may be offered for resale by the selling stockholders named in this prospectus. No securities are being offered or sold by us pursuant to this prospectus.

The selling stockholders acquired the shares of our common stock to which this prospectus relates directly from us in connection with (a) our acquisition of J. Percy For Marvin Richards, Ltd. and affiliated companies and (b) our sale of shares to three of the principals of Winlit Group, Ltd. We will not receive any of the proceeds from the sale of shares of our common stock by the selling stockholders.

Our common stock is quoted on The Nasdaq National Market under the symbol "GIII." The last reported sale price of our common stock on The Nasdaq National Market on September 30, 2005 was \$11.24 per share.

The selling stockholders may sell their shares of our common stock from time to time on The Nasdaq National Market or otherwise, in one or more transactions at fixed prices, at prevailing market rates at the time of sale or at prices negotiated with purchasers. The selling stockholders will be responsible for any commissions or discounts due to brokers or dealers. We will pay substantially all expenses of registration of the shares of our common stock to which this prospectus relates.

INVESTING IN OUR COMMON STOCK INVOLVES A HIGH DEGREE OF RISK. SEE "RISK FACTORS" BEGINNING ON PAGE 5.

NEITHER THE SECURITIES AND EXCHANGE COMMISSION NOR ANY STATE SECURITIES COMMISSION HAS APPROVED OR DISAPPROVED OF THESE SECURITIES OR DETERMINED IF THIS PROSPECTUS IS TRUTHFUL OR COMPLETE. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

The date of this prospectus is , 2005.

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We have not authorized any person to give any information or make any statement that differs from what is in this prospectus. If any person does make a statement that differs from what is in this prospectus, you should not rely on it. This prospectus is not an offer to sell, nor is it a solicitation of any offer to buy, these securities in any state in which the offer or sale is not permitted. The information in this prospectus is complete and accurate as of its date, but the information may change after that date. You should not assume that the information in this prospectus is accurate as of any date after its date.

SUMMARY

This prospectus is part of a registration statement that we filed with the Securities and Exchange Commission, or SEC, utilizing a "shelf" registration statement. Under this shelf process, the selling stockholders may from time to time sell the shares of our common stock that they hold in one or more offerings. This prospectus provides you with a general description of the shares being offered. You should read this prospectus, including all documents incorporated herein by reference, together with the additional information described under the heading "Where You Can Find More Information."

The registration statement that contains this prospectus, including the

exhibits to the registration statement, contains additional information about us and the shares being offered under this prospectus. You should read the registration statement and the accompanying exhibits for further information. The registration statement and exhibits can be read and are available to the public over the Internet at the SEC's website at <http://www.sec.gov> as described under the heading "Where You Can Find More Information."

Unless the context otherwise requires, "G-III", "us", "we" and "our" refer to G-III Apparel Group, Ltd. and its subsidiaries. References to fiscal years refer to the year ended or ending on January 31 of that year. For example, our fiscal year ended January 31, 2005 is referred to as "fiscal 2005." Our Internet address is <http://www.g-iii.com>.

COMPANY OVERVIEW

G-III designs, manufactures, imports and markets an extensive range of outerwear and sportswear including coats, jackets, pants, skirts and other sportswear items, as well as handbags and accessories, under licensed labels, our own proprietary labels and private retail labels. Our strategy is based upon delivering superior apparel value to the retail consumer through recognizable brands. We distribute our products through a broad mix of retail partners at a variety of price points.

The sale of licensed products is a key element of our strategy. We have been distributing products under licensed brands for over ten years. We have licenses to produce products under the Kenneth Cole New York, Reaction Kenneth Cole, Calvin Klein, ck Calvin Klein, Nine West, Cole Haan, Guess?, Jones New York, Jones NY Collection, Sean John, Cece Cord, IZOD, St. John, House of Dereon, Ellen Tracy, Tommy Hilfiger, Donald Trump, James Dean, Bill Blass, Blassport, London Fog, Pacific Trail and BCBG by Max Azria fashion labels. We are also licensed to produce products containing trademarks of the National Football League, National Basketball Association, Major League Baseball, National Hockey League, Louisville Slugger, Nascar, World Poker Tour, and many colleges and universities located in the United States.

Proprietary labels under which we currently sell product include G-III, Black Rivet, Siena Studio, Colebrook & Co., JLC, J.L. Colebrook, Colebrook, Colebrook Essentials, Colebrook Classics, G-III by Carl Banks, Marvin Richards, Winlit, NY 10018 and LNR.

We operate our business in two segments, licensed apparel and non-licensed apparel. The licensed apparel segment includes sales of apparel brands licensed by us from third parties. The non-licensed apparel segment principally includes sales of apparel under our own brands and private label brands owned by retailers, as well as commission fee income received on sales that are financed by and shipped directly to our customers.

We are a Delaware corporation that was formed in 1989. We and our predecessors have conducted our business since 1974. Our executive offices are located at 512 Seventh Avenue, New York, New York 10018, and our telephone number at that address is (212) 403-0500.

RECENT DEVELOPMENTS

Acquisition of J. Percy For Marvin Richards, Ltd. and Affiliated Companies

On July 11, 2005, we acquired all of the outstanding capital stock of J. Percy for Marvin Richards, Ltd., all of the membership interests of CK Outerwear, LLC and 50% of the membership interests of Fabio Licensing, LLC, which we refer to collectively as Marvin Richards.

We acquired Marvin Richards for aggregate consideration consisting of \$19,185,000 in cash, 466,666 shares of our common stock and 150,000 shares of our common stock that may vest based on the Closing Price (defined to mean the average closing price of our common stock for 20 consecutive trading days) as follows:

VESTING CONDITION -----	APPLICABLE NUMBER OF UNVESTED SHARES -----
If, at any time between July 11, 2005 and January 31, 2009, the Closing Price is \$20.00 or greater.....	50,000
If, at any time between July 11, 2005 and January 31, 2007, the Closing Price is \$10.00 or greater.....	25,000
If, at any time between February 1, 2006 and January 31, 2008, the Closing Price is \$11.00 or greater.....	25,000
If, at any time between February 1, 2007 and January 31, 2008, the Closing Price is \$12.00 or greater.....	25,000
If, at any time between February 1, 2008 and January 31, 2009, the Closing Price is \$13.00 or greater.....	25,000
All of the above shares vest if at any time between July 11, 2005 and January 31, 2007, the Closing Price is \$20.00 or greater.....	150,000
	(or such lower number of shares that are then subject to our repurchase right)

We have the right to repurchase any of these unvested shares for \$.01 per share if the vesting condition described above can no longer be satisfied. In August 2005, 25,000 of these shares vested. The 466,666 shares issued in connection with the acquisition of Marvin Richards and the 25,000 shares that have vested are included in the shares covered by this prospectus.

The sellers are entitled to receive additional purchase price based on the performance of our new Marvin Richards division through the fiscal year ending January 31, 2009.

Marvin Richards has been an outerwear manufacturer and supplier for over 20 years under the Marvin Richards brand name. In addition, it has licenses for men's and women's outerwear under the Calvin Klein brand name and women's outerwear under the St. John brand name. Marvin Richards also conducts a variety of private label programs.

Acquisition of Operating Assets of Winlit Group, Ltd.

On July 11, 2005, we acquired specified operating assets of Winlit Group, Ltd., which we refer to as Winlit. We acquired the operating assets of Winlit by paying \$580,000 in cash and assuming \$6.7 million of Winlit's bank debt that became part of the revolving credit debt under the Financing Agreement (see "--Financing Agreement" below). The seller is entitled to receive additional purchase price based on the performance of our new Winlit division through January 31, 2009.

Winlit has been a supplier of outerwear for over 35 years. As a result of acquiring Winlit's assets, we have licenses for outerwear under the Guess? brand name and leather outerwear under the Tommy Hilfiger brand name, as well as licenses for Ellen Tracy, London Fog, Pacific Trail and BCBG by Max Azria. Winlit also sells apparel under the Winlit, La Nouvelle Renaissance, LNR, and NY 10018 owned names and through private label programs.

Contemporaneously with our acquisition of specified operating assets of Winlit, we sold an aggregate of 90,000 shares of our common stock to David Winn, Richard Madris and Geoffrey Freeman, at a price of \$7.50 per share. These shares are included in the shares covered by this prospectus.

Financing Agreement

On July 11, 2005, we entered into a financing agreement, which we refer to as the Financing Agreement, with The CIT Group/Commercial Services, Inc., as agent, and Bank Leumi USA, CIT, Commerce Bank, N.A., HSBC Bank USA, National Association, Israel Discount Bank of New York and Webster Business Credit, as lenders. The Financing Agreement is a three year senior secured credit facility providing for borrowings in the aggregate principal amount of up to \$195 million. The facility consists of a revolving line of credit and a term loan.

The revolving line of credit provides for a maximum line ranging from \$45 million to \$165 million at specific times during the year, provided that

there are no borrowings outstanding for at least 45 days during the period from December 1 through April 30 each year. Amounts available under the line are subject to borrowing base formulas and over advances as specified in the Financing Agreement. Borrowings under the line of credit bear interest at our option at the prime rate or LIBOR plus 2.25%.

The term loan is in the principal amount of \$30 million payable over three years with eleven quarterly installments of principal in the amount of \$1,650,000, commencing on December 31, 2005, and the remaining balance of \$11,850,000 due on maturity of the loan. Mandatory prepayments are required under the term loan commencing with the fiscal year ending January 31, 2007 to the extent of 50% of excess cash flow, as defined. The term loan bears interest, at our option, at prime plus 1% or LIBOR plus 3.25%.

The Financing Agreement requires that we, among other things, (i) maintain net worth, as defined, of \$48 million as of October 31, 2005, and \$45 million as of January 31, 2006, and effective net worth in amounts to be determined with respect to later periods; (ii) achieve earnings before interest, taxes, depreciation and amortization, or EBITDA, of \$15 million as of the end of the twelve months ending October 31, 2005 and \$20 million as of the end of the twelve months ending January 31, 2006, and EBITDA to be determined with respect to later periods; and (iii) maintain fixed charge coverage ratios of 1.35 to 1.0 for the three month period ending October 31, 2005 and 1.30 to 1.0 for the six month period ending January 31, 2006, and fixed charge coverage ratios to be determined with respect to later periods. The Financing Agreement also limits payments for cash dividends and stock redemptions to \$1.5 million plus an additional amount for stock redemptions based on the proceeds of sales of equity securities. The Financing Agreement is secured by all of our assets.

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On July 11, 2005, in connection with the Financing Agreement entered into on that date, we repaid in full all borrowings under our previously existing secured working capital line of credit. As a result, the Sixth Amended and Restated Loan Agreement, dated April 29, 2002, by and among G-III Leather, the banks signatory thereto and Fleet Bank, N.A., as agent, as amended, was terminated.

New Director and Chief Financial Officer

On September 14, 2005, our board of directors elected Laura Pomerantz as a director and promoted Neal Nackman to the position of Chief Financial Officer.

SHARES OFFERED

We are registering for resale by the selling stockholders an aggregate of 581,666 of our shares of common stock that were acquired directly from us as a result of (a) the issuance of 466,666 shares in connection with our acquisition of Marvin Richards, (b) 25,000 unvested shares issued in connection with the acquisition of Marvin Richards that vested in August 2005 and (c) our sale of 90,000 shares to three of the principals of Winlit.

We are also registering for resale any additional shares of common stock which may become issuable for no additional consideration by reason of any stock dividend, stock split, recapitalization or other similar transaction effected without the receipt of consideration, which results in an increase in the number of our shares of common stock outstanding.

RISK FACTORS

In addition to the other information in this prospectus, you should carefully consider the following factors in evaluating us and our business before purchasing the shares of common stock offered hereby. This prospectus contains, in addition to historical information, forward-looking statements that involve risks and uncertainties. Our actual results could differ materially. Factors that could cause or contribute to such differences include, but are not limited to, those discussed below, as well as those discussed elsewhere in this prospectus, including the documents incorporated by reference.

RISK FACTORS RELATING TO OUR OPERATIONS

THE FAILURE TO MAINTAIN OUR LICENSING ARRANGEMENTS COULD HAVE A MATERIALLY ADVERSE EFFECT ON OUR RESULTS OF OPERATIONS.

We are dependent on sales of licensed product for a substantial portion of our revenues. In fiscal 2005, revenues from the sale of licensed product accounted for 68.0% of our net sales compared to 78.4% of our net sales in fiscal 2004 and 52.8% of our net sales in fiscal 2003.

We are generally required to achieve specified minimum net sales, pay specified royalties and advertising payments and receive prior approval of the licensor as to all elements of a garment prior to production. License agreements also may restrict our ability to enter into other license agreements for competing products. If we do not satisfy any of these requirements, a licensor usually will have the right to terminate our license. Even if a licensor does not terminate our license, the failure to achieve net sales sufficient to cover our required minimum royalty payments could have a material adverse effect on our results of operations. If a license contains a renewal provision, there are usually minimum sales and other conditions that must be met in order to be able to renew a license. Even if we comply with all the terms of a licensing agreement, we cannot be sure that we will be able to renew an agreement when it expires even if we desire to do so.

OUR SUCCESS IS DEPENDENT ON THE STRATEGIES AND REPUTATION OF OUR LICENSORS.

Our business strategy is to offer our products on a multiple brand, multiple channel and multiple price point basis. As a part of this strategy we license the names and brands of numerous recognized companies, designers and celebrities. In entering into these license agreements, we plan our products to be targeted towards different market segments based on consumer demographics, design, suggested pricing and channel of distribution. If any of our licensors decides to "reposition" its products under the brands we license from them, introduce similar products under similar brand names or otherwise change the parameters of design, pricing, distribution, target market or competitive set, we could experience a significant downturn in that brands' business, adversely affecting our sales and profitability. In addition, as products may be personally associated with designers or celebrities, our sales of those products could be materially and adversely affected if any of those individuals' images, reputations or popularity were to be negatively impacted.

IF WE ARE UNABLE TO SUCCESSFULLY TRANSLATE MARKET TRENDS INTO ATTRACTIVE PRODUCT OFFERINGS, OUR RESULTS OF OPERATIONS COULD BE MATERIALLY ADVERSELY AFFECTED.

Our ability to successfully compete depends on a number of factors, including our ability to effectively anticipate, gauge and respond to changing consumer demands and tastes across multiple product lines and tiers of distribution. We are required to translate market trends into attractive product

offerings and operate within substantial production and delivery constraints. We cannot be sure we will continue to be successful in this regard. For example, a key part of our success in fiscal 2004 was a result of increased sales of fashion sports

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apparel. This trend did not continue in fiscal 2005 and, as a result, our results of operations were materially adversely affected. We need to respond to changing trends in order to be successful.

IF OUR CUSTOMERS CHANGE THEIR BUYING PATTERNS OR DEVELOP THEIR OWN PRIVATE LABEL BRANDS, OUR SALES TO THESE CUSTOMERS COULD BE MATERIALLY ADVERSELY AFFECTED.

Our customers' buying patterns, as well as the need to provide additional allowances to vendors, could have a material adverse effect on our business, results of operations and financial condition. Customers' strategic initiatives, including developing their own private labels brands and reducing the number of vendors they purchase from, could also impact our sales to these customers.

IF WE MISCALCULATE THE MARKET FOR OUR PRODUCTS, WE MAY END UP WITH SIGNIFICANT EXCESS INVENTORIES FOR SOME PRODUCTS AND MISSED OPPORTUNITIES FOR OTHERS.

We often produce garments to hold in inventory in order to meet our customers' delivery requirements and to be able to quickly fulfill reorders. If we misjudge the market for our products, we may be faced with significant excess inventories for some products and missed opportunities with others. In addition, weak sales and resulting markdown requests from customers could have a material adverse effect on our business, results of operations and financial condition.

WE ARE DEPENDENT UPON INDEPENDENT FOREIGN MANUFACTURERS.

We do not own or operate any manufacturing facilities. Almost all of our products are imported from independent foreign manufacturers. Our dependence on independent manufacturers has increased as a result of the closing of our Indonesian manufacturing facility and the sale of our joint venture interest in a manufacturing facility in China. The failure of independent manufacturers to ship products to us in a timely manner or to meet required quality standards could cause us to miss the delivery date requirements of our customers. The failure to make timely deliveries could cause customers to cancel orders, refuse to accept delivery of products or demand reduced prices, any of which could have a material adverse effect on our business.

We are also dependent on these manufacturers for compliance with our policies and the policies of our licensors and customers regarding labor practices. In addition, since we negotiate our purchase orders with foreign manufacturers in United States dollars, the value of the United States dollar against local currencies could impact our cost in dollars of production from these manufacturers. If there is continued downward pressure on the value of the dollar, our purchase prices for our products could increase. We may not be able to offset an increase in product costs with a price increase to our customers.

WE ARE SUBJECT TO THE RISKS OF DOING BUSINESS ABROAD.

Our arrangements with foreign manufacturers are subject to the usual risks of doing business abroad, including currency fluctuations, political or labor instability and potential import restrictions, duties and tariffs. We do not maintain insurance for the potential lost profits due to disruptions of our overseas factories. Because our products are produced abroad, political and/or economic instability in China or elsewhere could cause substantial disruption in the business of our foreign manufacturers. This could materially adversely affect our financial condition and results of operations. In addition, heightened terrorism security concerns could subject imported goods to additional, more frequent or more thorough inspections. This could delay deliveries and/or increase costs which could adversely impact our results of operations.

FLUCTUATIONS IN THE PRICE, AVAILABILITY AND QUALITY OF LEATHER OR OTHER RAW MATERIALS USED BY US COULD HAVE A MATERIAL ADVERSE EFFECT ON OUR COST OF GOODS SOLD AND ABILITY TO MEET CUSTOMER DEMANDS.

We compete with numerous entities for supplies of raw materials and manufacturing and tanning capacity. The supply of leather is vulnerable to animal diseases as well as natural disasters that can affect the supply and price of raw leather. For example, in the past the outbreak of mad-cow and foot-and-mouth disease in Europe, and its after effects, adversely affected the supply of leather. Any reoccurrence of these diseases could adversely affect us.

IF WE LOSE THE SERVICES OF OUR KEY PERSONNEL, OUR BUSINESS WILL BE HARMED.

Our future success depends on Morris Goldfarb and other key personnel. The loss of the services of Mr. Goldfarb and any negative market or industry perception arising from the loss of his services could have a material adverse effect on us and the price of our shares. Our other executive officers have substantial experience and expertise in our business and have made significant contributions to our success. The unexpected loss of services of one or more of these individuals could adversely affect us.

WE HAVE EXPANDED OUR BUSINESS THROUGH ACQUISITIONS THAT COULD RESULT IN DIVERSION OF RESOURCES AND EXTRA EXPENSES. THIS COULD DISRUPT OUR BUSINESS AND ADVERSELY AFFECT OUR FINANCIAL CONDITION.

Part of our strategy is to pursue acquisitions to expand our business. For example, in July 2005, we acquired Marvin Richards and the operating assets of Winlit. The negotiation of potential acquisitions as well as the integration of acquired businesses could divert our management's time and resources. Acquired businesses may not be successfully integrated with our operations. We may not realize the intended benefits of any acquisition.

Acquisitions could result in:

- o substantial cash expenditures;
- o potentially dilutive issuances of equity securities;
- o the incurrence of debt and contingent liabilities;
- o a decrease in our profit margins; and
- o amortization of intangibles and potential impairment of goodwill.

If acquisitions disrupt our operations, our business may suffer.

WE MAY NEED ADDITIONAL FINANCING TO CONTINUE TO GROW.

The continued growth of our business depends on our access to sufficient funds to support our growth. Our primary source of working capital to support our growth is our line of credit and related term loan entered into in July 2005. Our need for working capital and the amount of our debt increased as a result of our two acquisitions in July 2005. Our term loan requires us to make quarterly payments of \$1,650,000 commencing in December 2005 with a final payment of \$11,850,000 due in July 2008. Our growth is dependent on our ability to extend and increase the line of credit and may be dependent on our ability to refinance the term loan if we do not generate sufficient cash to make the payments due under the term loan. If we are unable to refinance our debt, we cannot be sure we will be able to secure alternative financing on satisfactory terms or at all.

RISK FACTORS RELATING TO THE APPAREL INDUSTRY

THE AGGRESSIVE AND COMPETITIVE NATURE OF THE APPAREL INDUSTRY MAY RESULT IN

LOWER PRICES FOR OUR PRODUCTS AND DECREASED GROSS PROFIT MARGINS.

The apparel business is highly competitive. We have numerous competitors with respect to the sale of apparel, including distributors that import apparel from abroad and domestic retailers with established foreign manufacturing capabilities. Many of our competitors have greater financial and marketing resources and greater manufacturing capacity than we do. We also compete with vertically integrated apparel manufacturers that also own retail stores. The aggressive and competitive nature of the apparel industry may result in lower prices for our products and decreased gross profit margins, either of which may materially adversely affect our sales and profitability. Sales of our products are affected by style, price, quality and general fashion trends.

IF MAJOR DEPARTMENT, MASS MERCHANT AND SPECIALTY STORE CHAINS CONTINUE TO CONSOLIDATE, OUR BUSINESS COULD BE NEGATIVELY AFFECTED.

We sell our products to major department, mass merchant and specialty store chains. Continued consolidation in the industry, such as the purchase of May Department Store Company by Federated Department Stores, Inc., could negatively impact our business. If purchasing decisions become more centralized, the risk of consolidation increases. Customers may also concentrate purchases among a narrowing group of vendors. This could adversely affect our business.

THE CYCLICAL NATURE OF THE APPAREL INDUSTRY AND UNCERTAINTY OVER FUTURE ECONOMIC PROSPECTS COULD HAVE A MATERIALLY ADVERSE EFFECT ON OUR RESULTS OF OPERATIONS.

The apparel industry is cyclical. Purchases of outerwear, sportswear and other apparel tend to decline during recessionary periods and sales of our products may decline at other times as well for a variety of reasons, including changes in fashion trends and the introduction of new products or pricing changes by our competitors. Uncertainties regarding future economic prospects could affect consumer-spending habits and have an adverse effect on our results of operations. Uncertainty with respect to consumer spending as a result of weak economic conditions has in the past caused our customers to delay the placing of initial orders and to slow the pace of reorders during the seasonal peak of our business. This had a material adverse effect on our results of operations at times in the past and could have a material adverse effect on our results of operations in the future as well.

THE SIGNIFICANT INCREASE IN FUEL PRICES COULD ADVERSELY AFFECT OUR RESULTS OF OPERATIONS.

Fuel prices have increased significantly during the past year, most recently as a result of Hurricane Katrina. Increased gasoline prices could adversely affect consumer spending, including spending on apparel. In addition, higher fuel prices could cause our operating expenses to increase, especially with respect to warehousing and freight. Any significant decrease in sales or increase in expenses as a result of higher fuel prices could adversely affect our results of operations.

IF NEW LEGISLATION RESTRICTING THE IMPORTATION OR INCREASING THE COST OF TEXTILES AND APPAREL PRODUCED ABROAD IS ENACTED, OUR BUSINESS COULD BE ADVERSELY AFFECTED.

Legislation that would restrict the importation or increase the cost of textiles and apparel produced abroad has been periodically introduced in Congress. The enactment of new legislation or international trade regulation, or executive action affecting international textile or trade agreements, could adversely affect our business. International trade agreements that can provide for tariffs and/or quotas can increase the cost and limit the amount of product that can be imported.

The quota system established by the World Trade Organization was eliminated on December 31, 2004. We cannot be certain of the full impact that this elimination will have on international trade in general and the apparel industry in particular. We also cannot be certain of the impact of quota elimination on our business, including increased competition that could result from the importation of an increasing amount of lower priced apparel into the United States. Notwithstanding quota elimination, China's accession agreement

for membership in the WTO provides that WTO member countries, including the United States, may re-impose quotas on specific product. In May 2005, the United States imposed unilateral quotas on several product categories, limiting growth in imports of these categories to 7.5% a year. We are unable to assess the potential for additional action by the United States government with respect to these or other product categories in the event that the quantity of imported apparel significantly disrupts the apparel market in the United States. Additional action by the United States in response to a disruption in its apparel market could limit our ability to import apparel and increase our costs.

OTHER RISKS RELATING TO OWNERSHIP OF OUR COMMON STOCK

TWO PERSONS ARE IN A POSITION TO SUBSTANTIALLY CONTROL MATTERS REQUIRING A STOCKHOLDER VOTE.

As of September 30, 2005, Morris Goldfarb, our Chairman and Chief Executive Officer, and his father, Aron Goldfarb, our founder and former director, beneficially owned an aggregate of approximately 48.1% of our outstanding common stock. As a result, if they vote together, they effectively have the ability to control the outcome on all matters requiring stockholder approval including, but not limited to, the election of directors and any merger, consolidation or sale of all or substantially all of our assets. They also have the ability to control our management and affairs.

THE PRICE OF OUR COMMON STOCK HAS FLUCTUATED SIGNIFICANTLY AND COULD CONTINUE TO FLUCTUATE SIGNIFICANTLY.

Between February 1, 2004 and September 30, 2005, the market price of our common stock has ranged from a low of \$5.69 to a high of \$11.89 per share. The market price of our common stock may change significantly in response to various factors and events beyond our control, including:

- o fluctuations in our quarterly revenues or those of our competitors as a result of seasonality or other factors;
- o a shortfall in revenues or net income from that expected by securities analysts and investors;
- o changes in securities analysts' estimates of our financial performance or the financial performance of our competitors or companies in our industry generally;
- o announcements concerning our competitors;
- o changes in product pricing policies by our competitors or our customers;
- o general conditions in our industry; and
- o general conditions in the securities markets.

In addition, the selling stockholders are registering 581,666 shares of our common stock included in this prospectus, which represents approximately 7.1% of our outstanding shares of common stock as of September 30, 2005. The average daily and weekly trading volume of our common stock on the Nasdaq National Market is significantly lower than the number of shares covered by this prospectus. Sales of our common stock pursuant to this prospectus could negatively impact the price of our common stock.

THE FAILURE TO COMPLY WITH THE INTERNAL CONTROL EVALUATION AND CERTIFICATION REQUIREMENTS OF SECTION 404 OF SARBANES-OXLEY ACT COULD HARM OUR RESULTS OF OPERATIONS.

We are required to comply with the internal control evaluation and certification requirements of Section 404 of the Sarbanes-Oxley Act of 2002 by

no later than the end of our 2007 fiscal year. We have recently begun the process of determining whether our existing internal controls over financial reporting systems are compliant with Section 404. This process may divert internal resources and will take a significant amount of time and effort to complete. If it is determined that we are not in compliance with Section 404, we may be required to implement new internal control procedures and reevaluate our financial reporting. We may experience higher than anticipated operating expenses as well as outside auditor fees during the implementation of these changes and thereafter. Further, we may need to hire additional qualified personnel in order for us to be compliant with Section 404. If we are unable to implement these changes effectively or efficiently, it could harm our operations, financial reporting or financial results and could result in our being unable to obtain an unqualified report on internal controls from our independent auditors.

BUSINESS

COMPANY OVERVIEW

G-III designs, manufactures, imports and markets an extensive range of outerwear and sportswear including coats, jackets, pants, skirts and other sportswear items, as well as women's suits, handbags and accessories, under licensed labels, our own proprietary labels and private retail labels. Our strategy is based upon delivering superior apparel value to the retail consumer through recognizable brands. We distribute our products through a broad mix of retail partners at a variety of price points.

The sale of licensed products is a key element of our strategy. We have been distributing products under licensed brands for over ten years. We have licenses to produce products under the Kenneth Cole New York, Reaction Kenneth Cole, Calvin Klein, ck Calvin Klein, Nine West, Cole Haan, Guess?, Jones New York, Jones NY Collection, Sean John, Cece Cord, IZOD, St. John, House of Dereon, Ellen Tracy, Tommy Hilfiger, Donald Trump, James Dean, Bill Blass, Blassport, London Fog, Pacific Trail and BCBG by Max Azria fashion labels. We are also licensed to produce products containing trademarks of the National Football League, National Basketball Association, Major League Baseball, National Hockey League, Louisville Slugger, Nascar, World Poker Tour, and many colleges and universities located in the United States.

During fiscal 2005, we continued to expand our portfolio of licensed fashion brands. We entered into a long-term license agreement with Cece Cord for handbags, accessories and apparel. We have begun building this brand carefully with the initial product being luxury handbags. We signed a license agreement with Phillips-Van Heusen with respect to their IZOD brand for men's and women's non-leather outerwear and added Kenneth Cole men's outerwear to our business while also extending our Kenneth Cole women's outerwear license. In March 2005, we announced a license to manufacture a young, contemporary women's outerwear line for House of Dereon, a brand by the entertainer, Beyonce Knowles.

We also expanded our portfolio of sports licenses during fiscal 2005.

Our agreement with NFL Properties was renewed for two years, effective April 1, 2005. We will continue to manufacture and market a comprehensive line of adult outerwear under a variety of NFL trademarks. In addition, we added a license with World Poker Tour for men's and women's casual sportswear and outerwear.

In July 2005, we acquired the stock of Marvin Richards and the operating assets of Winlit. As a result of the Marvin Richards acquisition, we added licenses for men's and women's outerwear under the Calvin Klein brand name and women's outerwear under the St. John brand name. We also acquired Marvin Richards own proprietary label. As a result of acquiring Winlit's assets, we added licenses for men's and women's outerwear under the Guess? brand, leather outerwear under the Tommy Hilfiger brand, as well as licenses for Ellen Tracy, London Fog, Pacific Trail and BCBG by Max Azria. We also acquired Winlit's own proprietary label.

In September 2005, we entered into a license agreement to manufacture and distribute women's better suits under the Calvin Klein label.

Proprietary labels under which we currently sell product include G-III, Black Rivet, Siena Studio, Colebrook & Co., JLC, J.L. Colebrook, Colebrook, Colebrook Essentials, Colebrook Classics, G-III by Carl Banks, Marvin Richards, Winlit, NY 10018 and LNR.

We operate our business in two segments, licensed apparel and non-licensed apparel. The licensed apparel segment includes sales of apparel brands licensed by us from third parties. The non-licensed apparel segment principally includes sales of apparel under our own brands and private label brands owned by

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retailers, as well as commission fee income received on sales that are financed by and shipped directly to our customers.

PRODUCTS - DEVELOPMENT AND DESIGN

G-III manufactures and markets women's and men's apparel at a wide range of retail sales prices. Our product offerings primarily include leather, wool and textile outerwear, sportswear and women's suits. We sell products under licensed brand names, our own brand names and private retail labels.

G-III's licensed apparel consists of both men's and women's products. Our strategy is to seek licenses that will enable us to offer a range of products targeting different price points and different tiers of distribution. Women's licensed apparel includes leather, wool and textile garments that sell at retail prices generally ranging from \$100 for sportswear items to \$3,500 for outerwear. Men's licensed apparel consists of leather and textile garments that generally sell at retail prices ranging from \$50 for sportswear items to \$2,000 for outerwear.

We work closely with our licensors in creating designs and styles for each licensed brand sold by us. Licensors generally must approve, products to be sold under their brand names prior to production by us.

G-III's proprietary branded apparel also consists of both men's and women's products. The Black Rivet, Colebrook, Colebrook Essentials, Colebrook Classics, Marvin Richards, Winlit and NY 10018 lines of women's apparel consist of moderately priced women's outerwear and sportswear that typically sell at retail prices from \$40 for sportswear items to \$250 for outerwear. Products in our men's outerwear lines primarily consisting of leather outerwear, sold under the G-III, Colebrook and Winlit labels, typically have retail prices between \$40 and \$400. Siena Studio and LNR, our bridge-priced lines of women's leather and textile apparel, primarily consist of jackets, skirts and related sportswear separates with retail prices from \$100 for skirts to \$700 for outerwear.

We also work with retail chains in developing product lines sold under

private labels. We meet frequently with department and specialty chain store buyers who custom order products by color, fabric and style. These buyers may provide samples to us or may select styles already available in our showrooms. We believe we have established a reputation among these buyers for the ability to arrange for the manufacture of apparel on a reliable, expeditious and cost-effective basis.

Our in-house designers are responsible for the design and look of our licensed and non-licensed products. We respond to style changes in the apparel industry by maintaining a continuous program of style, color, leather, and fabric selection. In designing new products and styles, we attempt to incorporate current trends and consumer preferences in our product offerings. We seek to design products in response to trends in consumer preferences, rather than to attempt to establish market trends and styles.

Design personnel meet regularly with our sales and merchandising department, as well as with the design and merchandising staffs of our licensors, to review market trends, sales results and the popularity of our latest products. In addition, our representatives regularly attend trade and fashion shows and shop at fashion forward stores in the United States, Europe and the Far East. Their efforts include extensive research using trend and color services. They present sample items to us along with their evaluation of the styles expected to be in demand in the United States. We also seek input from selected customers with respect to product design. We believe that our sensitivity to the needs of retailers, coupled with the flexibility of our production capabilities and our continual monitoring of the retail market, enables us to modify designs and order specifications in a timely fashion.

MANUFACTURING AND SOURCING

G-III imports its products from independent manufacturers located primarily in China and, to a lesser extent, in South Korea, the Ukraine, Eastern Europe, the Dominican Republic, Macau, Sri Lanka and Vietnam. A small portion of our garments is manufactured in the United States.

In January 2005, we sold our joint venture interest in a factory in Northern China to our joint venture partner. We manufactured approximately 12% of our products at this factory in fiscal 2005. We expect to continue to source comparable unit levels of production through this factory, although the percentage of our products from this factory will decrease as a result of our recent acquisitions. As of July 31, 2005, we continued to employ 18 people at this factory to perform quality control and supervisory functions.

We have opened two representative offices in China. As a result, we are also in the process of closing our branch office in Korea that had acted as a liaison between us and manufacturers in the Far East. Our new offices are located in Qingdao and Hangzhou, China. Because a majority of our production is being sourced in China, we believe it is more efficient to provide the liaison functions in closer proximity to where the manufacturing occurs. Our China offices perform the functions that had previously been performed in Korea. At July 31, 2005, we had 34 employees in our Qingdao branch office, 9 employees in our Hangzhou branch office and 4 employees remaining in our South Korean office.

G-III's headquarters provides these liaison offices with production orders stating the quantity, quality and types of garments to be produced. Liaison office personnel negotiate and place orders with one or more manufacturers. In allocating production among independent suppliers, we consider a number of criteria, including quality, availability of production capacity, pricing and ability to meet changing production requirements.

To facilitate better service for our customers and accommodate the volume of manufacturing in the Far East, we also have an office in Hong Kong. Similar to the offices in China, the Hong Kong office acts as a liaison between G-III and various manufacturers of textile and leather apparel located in China. We utilize our domestic and Hong Kong office employees to monitor production at each manufacturer's facility to ensure quality control, compliance with our specifications and timely delivery of finished garments to our distribution facilities or customers. At July 31, 2005, the Hong Kong office employed 3

persons.

In connection with the foreign manufacture of our apparel, manufacturers purchase leather skins under our direction. In addition, they purchase necessary "submaterials" (such as linings, zippers, buttons and trimmings) according to parameters specified by us. Prior to commencing the manufacture of garments, samples of the skins or submaterials are sent to us for approval. We regularly inspect and supervise the manufacture of products for us in order to ensure timely delivery, maintain quality control and monitor compliance with our manufacturing specifications. We also inspect finished apparel at the factory site.

The manufacture of the substantial majority of our apparel is performed manually. A pattern is used in cutting fabric to panels that are assembled in the factory. All submaterials are also added at this time. Products are inspected throughout this process to insure that the design and quality specifications of the order provided by us are being maintained as the garment is assembled. After pressing, cleaning and final inspection, the garment is labeled and ready for shipment. A final random inspection occurs when the garments are packed for shipment.

We generally arrange for the production of apparel on a purchase order basis, with each order to a foreign manufacturer generally backed by an irrevocable international letter of credit. Substantially all letters of credit arranged by us require as a condition, among others, of release of funds to the manufacturer that an inspection certificate be signed by our representative. Accordingly, if an order is not filled, the letter of credit

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is not paid and we do not bear the risk of liability for the goods being manufactured. We assume the risk of loss predominantly on a F.O.B. basis when goods are delivered to a shipper and are insured against casualty losses arising during shipping.

As is customary in the apparel industry, we have not entered into any long-term contractual arrangements with any contractor or manufacturer. We believe that the production capacity of foreign manufacturers with whom we have developed, or are developing, a relationship is adequate to meet our apparel production requirements for the foreseeable future. We believe that alternative foreign apparel manufacturers are readily available.

Until January 1, 2005, our textile apparel was subject to quota restrictions. Quota represented the right to export amounts of certain categories of merchandise into a country. On January 1, 2005, pursuant to the Agreement on Textiles and Clothing, quota on textile and apparel products was eliminated for World Trade Organization, or WTO, members, including the United States. China's accession agreement for membership in the WTO provides that WTO member countries may re-impose quotas on specific categories of products if it is determined that imports from China have surged and are threatening to create a market disruption for these categories of products. In May 2005, the United States imposed unilateral quotas on several product categories, limiting growth in imports of these categories to 7.5% a year. Currently, these limitations do not apply to products imported by us from China. It is too soon for us to assess the effect of the elimination of quotas and the reimposition of quotas by the United States.

Our arrangements with textile manufacturers and suppliers are subject to requisite customs clearances for textile apparel and the imposition of export duties. United States Customs duties on our textile apparel presently range from duty free to 28%, depending upon the type of fabric used and how the garment is constructed. Countries in which our products are manufactured and sold may, from time to time, impose new duties, tariffs, surcharges or other import controls or restrictions or adjust prevailing duty or tariff levels. We continually monitor duty, tariff and other import restriction developments. We seek to minimize our potential exposure to import related risks through, among other measures, geographical diversification of manufacturing sources and shifts of production among countries and manufacturers. Virtually all of our imported leather products are subject to United States Customs duties of approximately 6%.

A majority of all finished goods manufactured for us is shipped to our

New Jersey warehouse and distribution facilities or to designated third party facilities for final inspection and allocation and reshipment to customers. The goods are delivered to our customers and us by independent shippers, choosing the form of shipment (principally ship, truck or air) based upon a customer's needs, cost and time considerations.

MARKETING AND DISTRIBUTION

G-III's products are sold primarily to department, specialty and mass merchant retail stores in the United States. We sell to approximately 3,000 customers, ranging from national and regional chains of specialty retail and department stores, whose annual purchases from us exceed \$1 million, to small specialty stores whose annual purchases from us are less than \$1,000.

Sales to the Sam's Club and Wal-Mart divisions of Wal-Mart Stores, Inc. accounted for an aggregate of 20.2% of our net sales in fiscal 2003, 15.3% of our net sales in fiscal 2004 and 15.0% of our net sales in fiscal 2005. The loss of this customer, or a significant reduction in purchases by this customer, could have a material adverse affect on our results of operations. No other customer accounted for more than 8% of our net sales during any of these three fiscal years.

Almost all of our sales are made in the United States. We also market our products in Canada, Europe and the Far East, which account for less than 1% of our total net sales.

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Along with our foreign offices, our trading company subsidiary, Global International Trading Company, or Global, located in Seoul, Korea, had assisted in providing services to our customers. In connection with our opening of the two new representative offices in China, Global transitioned these functions to our China offices. The functions include managing a sample room and assisting in the procurement of finished garments. As of July 31, 2005, Global had no employees.

G-III's products are sold primarily through a direct sales force that consisted of 52 employees as of July 31, 2005. Our principal executives are also actively involved in sales of our products. Some of our products are also sold by various retail buying offices and independent sales representatives located throughout the United States. Final authorization of all sales of products is solely through our New York showrooms, enabling our management to deal directly with, and be readily accessible to, major customers, as well as to more effectively control our selling operations.

Brand name products sold by us pursuant to a license agreement are promoted by institutional and product advertisements placed by the licensor. Our license agreements generally provide that we are required to pay the licensor a fee, based on a percentage of net sales of licensed product, to pay for a portion of these advertising costs. We may also be required to spend a specified percentage of net sales of a licensed product on advertising placed by us.

We primarily rely on our reputation and relationships to generate business in our non-licensed segment. We believe we have developed a significant customer following and positive reputation in the industry, as a result of, among other things, standards of quality control, on-time delivery, competitive pricing and willingness and ability to assist customers in their merchandising of our products. In addition, we have, to a limited extent, advertised our own labels and engaged in cooperative advertising programs with retailers. We believe we have developed brand awareness of our own labels primarily through our reputation, consumer acceptance and the fashion press.

RAW MATERIALS

We purchase most products manufactured for us on a finished goods basis. Raw materials used in the production of our apparel are available from numerous sources. The leather apparel industry competes with manufacturers of other leather products for the supply of leather. Leather skins are a byproduct. Accordingly, raw material costs for leather products are impacted by changes in meat consumption worldwide, as well as by the popularity of leather products.

We are not aware of any manufacturer of our apparel not being able to satisfy its requirements for any required raw materials due to an inadequacy of supply.

LICENSING

The sale of licensed products is a key element of our strategy and we have continually expanded our offerings of licensed products over the past ten years.

During fiscal 2005, we expanded our license with Kenneth Cole Productions to include men's outerwear under the Kenneth Cole New York and Reaction Kenneth Cole fashion labels, while also extending our license for Kenneth Cole women's outerwear. We entered into license agreements with Cece Cord for handbags, accessories and apparel, and with Phillips-Van Heusen Corporation with respect to its IZOD brand for men's and women's non-leather outerwear. Our initial products under the CeCe Cord label are luxury handbags. We began shipping men's IZOD product for the 2005 fall season and women's IZOD product for the 2005 holiday season.

We expanded our portfolio of sports apparel licenses to include the World Poker Tour for men's and women's casual sportswear and outerwear, NASCAR for activewear and outerwear for men, women and juniors and The Yard for men's and women's apparel and outerwear. We also extended our agreement with NFL Properties for a two year period effective April 1, 2005.

In March 2005, we announced a license to manufacture a young, contemporary women's outerwear line for House of Dereon, a brand by the entertainer, Beyonce Knowles. We launched this line for the 2005 holiday season.

As a result of our two acquisitions in July 2005, we have added licenses for Calvin Klein, St. John, Guess?, Tommy Hilfiger, Ellen Tracy, London Fog, Pacific Trail and BCBG MaxAzria.

In September 2005, we entered into a license agreement to manufacture and distribute women's better suits under the Calvin Klein label.

The following table sets forth for each of our principal licenses the date on which the current term ends and the date on which any potential renewal term ends:

LICENSE -----	DATE CURRENT TERM ENDS -----	DATE POTENTIAL RENEWAL TERM ENDS -----
Kenneth Cole NY/Reaction Kenneth Cole.....	December 31, 2008	December 31, 2012
Calvin Klein (Men's).....	December 31, 2010	December 31, 2015
Calvin Klein (Women's).....	December 31, 2008	December 31, 2013
Calvin Klein (Women's Suits)	December 31, 2011	None
Cole Haan.....	January 31, 2007	None
Guess/Guess? (Women's).....	December 31, 2009	None
Guess/Guess? (Men's).....	December 31, 2009	None
Jones New York/Jones NY Collection.....	January 31, 2007	January 31, 2009
Sean John.....	January 31, 2007	January 31, 2010
Cece Cord.....	January 31, 2024	None
Izod.....	December 31, 2007	December 31, 2013
St. John.....	February 28, 2006	None
House of Dereon.....	January 31, 2009	January 31, 2012
Ellen Tracy/Linda Allard Ellen Tracy/ Company Ellen Tracy.....	December 31, 2007	December 31, 2010
Tommy Hilfiger.....	March 31, 2009	None
Bill Blass/Blassport.....	January 31, 2006	January 31, 2009
National Football League.....	March 31, 2007	None
National Basketball Association.....	September 30, 2006	None
Major League Baseball.....	December 31, 2007	None
National Hockey League.....	January 30, 2006	None
NHL Canada.....	December 31, 2005	None
Hardwood Classics.....	September 30, 2005	None
Collegiate Licensing Company.....	March 31, 2007	None
CLC/The Yard.....	June 30, 2006	None

Louisville Slugger.....	January 31, 2008	January 31, 2011
United States Tennis Association.....	December 31, 2005	None
James Dean Leather.....	December 31, 2006	December 31, 2010
James Dean Denim.....	December 31, 2006	None
NASCAR.....	December 31, 2005	None
World Poker Tour.....	September 30, 2007	None

LICENSE -----	DATE CURRENT TERM ENDS -----	DATE POTENTIAL RENEWAL TERM ENDS -----
Donald Trump.....	January 31, 2009	January 31, 2012
BCBG Max Azria.....	December 31, 2005	None
London Fog/Limited Edition by London Fog.....	December 31, 2005	None
Pacific Trail/Northern Exposure.....	December 31, 2006	December 31, 2009

Under our licensing agreements, we are generally required to achieve minimum net sales of licensed products, pay guaranteed minimum royalties, make specified royalty and advertising payments, usually based on a percentage of net sales of licensed products, and receive prior approval of the licensor as to all elements of a garment prior to production. If we do not satisfy any of these requirements, a licensor usually will have the right to terminate our license.

Our ability to extend the current term of a license agreement is usually subject to attaining minimum sales and/or royalty levels and to our compliance with all of the terms of the agreement. In addition, other criteria may also impact our ability to renew a license. We cannot be sure that we will be able to renew a license agreement when it expires even if we desire to do so.

In November 2004, we entered into a license agreement with Kenneth Cole Productions (LIC), Inc. to manufacture, market and distribute men's and women's outerwear under the "Kenneth Cole New York" and "Reaction Kenneth Cole" trademarks. We previously had a license agreement with Kenneth Cole Productions for these trademarks for women's outerwear that was to expire December 31, 2004. The new agreement expands our relationship with Kenneth Cole Productions from the prior agreement to include both women's and men's outerwear.

The license agreement, which was effective January 1, 2005, is for a term of four years with one four-year renewal term, subject to satisfying certain performance conditions, including achieving certain levels of net sales. The agreement provides for the payment to Kenneth Cole Productions of a license acquisition fee payable one third at signing and the remainder in equal annual installments over the term of the agreement, as well as the issuance of 50,000 shares of our common stock to Kenneth Cole Productions. Under the terms of the agreement, we are required to achieve minimum net sales of licensed product each year, make royalty and advertising payments to Kenneth Cole Productions based on a percentage of net sales, pay guaranteed minimum royalty and advertising payments to Kenneth Cole Productions each year and spend amounts to promote and market licensed products based on a percentage of net sales.

We continue to seek other opportunities to enter into license agreements in order to expand our product offerings under nationally recognized labels and broaden the markets that we serve. Revenues from the sale of licensed products accounted for 68.0% of our net sales during fiscal 2005 compared to 78.4% of our net sales in fiscal 2004 and 52.8% of our net sales in fiscal 2003. In fiscal 2005, the decrease in sales of licensed product as a percentage of total net sales was primarily attributable to our largest customer shifting from orders for licensed product to orders for our proprietary branded product. The significant increase in fiscal 2004 compared to fiscal 2003 in the percentage of our net sales accounted for by licensed products was the result of increased sales of our licensed sports apparel and the shift in sales to our largest customer from primarily proprietary branded product to primarily licensed product.

SEASONALITY

Retail sales of outerwear apparel have traditionally been seasonal in

nature. Although we sell our apparel products throughout the year, net sales in the months of July through November accounted for approximately 74% of our net sales in fiscal 2005, 75% of our net sales in fiscal 2004 and 76% of our net sales

in fiscal 2003. The July through November time frame is expected to continue to provide a disproportionate amount of our net sales.

ORDER BOOK

A portion of our orders are short-term purchase orders from customers who place orders on an as-needed basis. Information relative to open purchase orders at any date may also be materially affected by, among other things, the timing of the initial showing of apparel to the trade, as well as by the timing of recording of orders and shipments. As a result, we do not believe that disclosure of the amount of our unfilled customer orders at any time is meaningful.

TRADEMARKS

Several trademarks owned by us have been granted federal trademark protection through registration with the U.S. Patent and Trademark Office, including G-III, G-III (& Design), J.L. Colebrook, JLC, Colebrook & Co., Ladies First by G-III/Carl Banks, American Classics By Colebrook, Black Rivet & Design [lower diamond], Black Rivet, Black Rivet & Design [upper diamond], Black Rivet & Design [circles and diamond], ColeB Co. (& Design), Siena Studio and Sports 58 (& Design). We have applications for several additional marks pending before the U.S. Patent and Trademark Office.

On July 11, 2005, we acquired trademarks previously owned by Winlit Group, Ltd., including WINLIT, WINLIT (Stylized), LNR, LNR (Stylized) and NY 10018.

We have been granted trademark registration for G-III in Canada, the European Union, France and Mexico, for J.L. Colebrook in Canada, France, Great Britain, Mexico and the European Union, and for J.L.C. (& Design) and JLC (& Design) in Canada. We acquired the J. Percy Sport, Marvin Richards and J. Percy For Marvin Richards United Kingdom trademarks upon the completion of our acquisition of Marvin Richards. We also have applications pending in Canada, the European Union and Russia.

Although we regard our trademarks as valuable assets and intend to vigorously enforce our trademark rights, we do not believe that any failure to obtain federal trademark registrations for which we have applied would have a material adverse effect on us.

EMPLOYEES

As of July 31, 2005, we had 459 full-time employees, of whom 96 worked in executive, administrative or clerical capacities, 168 worked in design, merchandising and manufacturing, 125 worked in warehouse facilities, and 52 worked in sales. We employ both union and non-union personnel and believe that our relations with our employees are good. We have not experienced any interruption of any of our operations due to a labor disagreement with our employees.

We are a party to an agreement with the Amalgamated Clothing and Textile Workers Union, covering approximately 80 full-time employees as of July 31, 2005. This agreement, which is currently in effect through October 31, 2005, automatically renews on an annual basis thereafter unless terminated by us or the union prior to September 1 of that year.

PROPERTIES

Our executive offices, sales showrooms and support staff are located at 512 Seventh Avenue, which is one of the leading apparel buildings in New York City. We lease an aggregate of approximately 42,500 square feet in this building through March 31, 2011 at a current aggregate annual rent of approximately \$1.2

million.

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We also lease approximately 4,000 square feet at a current annual rent of \$88,000 in an adjoining building at 500 Seventh Avenue for additional design staff.

We assumed leases for an additional 28,000 square feet of office and showroom space at 512 Seventh Avenue in connection with our acquisition of Marvin Richards. The current aggregate annual rent for this space is \$500,000. One of these leases expires in January 2008 and the other expires in December 2013. We assumed a lease for office and showroom space at 463 Seventh Avenue in connection with the Winlit transaction. The current annual rent is approximately \$440,000 and the lease expires in December 2011.

Our warehouse and distribution facility, located in Secaucus, New Jersey, contains approximately 110,000 square feet. In February 2005, we extended the lease on this facility through February 2011. As part of the new lease, we leased an additional 95,000 square feet of adjacent space that will be available to us on October 1, 2005. Annual rent for the entire premises will be approximately \$1.2 million starting October 1, 2005. The additional space will be used for product distribution. We obtained the additional space to reduce our reliance on third party warehouses and accommodate the additional volume we anticipate being generated from our newly signed licenses. We expect the renovation of the new and existing space to cost approximately \$700,000. We assumed the lease of additional warehouse space in Edison, New Jersey in connection with our acquisition of Marvin Richards. The Edison facility contains approximately 89,000 square feet of space. Annual rent for the premises is approximately \$426,000. The lease expires in January 2007.

A majority of our finished goods is shipped to our New Jersey distribution facilities for final reshipment to customers. We also use third-party warehouses to accommodate our finished goods storage and reshipment needs.

We also lease office space at 345 West 37th Street in New York City. This space is leased from a corporation owned by Morris Goldfarb and Aron Goldfarb. Aggregate payments under this lease in fiscal 2005 were \$200,000. We lease three floors in the building as well as parking spaces and a billboard. Total leased space in this building is approximately 10,100 square feet.

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USE OF PROCEEDS

We will not receive any proceeds from the sale by the selling stockholders of the common stock offered by this prospectus.

SELLING STOCKHOLDERS

We are registering for resale by the selling stockholders 581,666 of our shares of common stock that were acquired directly from us, as further described under the heading "Summary--Shares Offered."

In connection with the issuance of these shares, we agreed to file the registration statement of which this prospectus forms a part with the SEC covering the resale of the shares of common stock. We also agreed to prepare and

file all amendments and supplements necessary to keep the registration statement effective until the earlier of July 11, 2006 and such time as all of the shares of common stock to which this prospectus relates have been sold.

We prepared the following table based on the information provided to us by the selling stockholders named in the table. The selling stockholders may, however, have sold, transferred or otherwise disposed of all or a portion of their shares of common stock since the date on which they provided such information. Except as set forth in the footnotes to the following table, none of the selling stockholders has held any position or office with, or has otherwise had a material relationship with, us or any of our subsidiaries within the past three years.

We do not know when or in what amounts a selling stockholder may offer shares of common stock for sale. The selling stockholders may choose not to sell any of the shares of common stock offered by this prospectus. Because the selling stockholders may offer all, some, or none of their shares of common stock pursuant to this offering, we cannot estimate the number of shares of common stock that the selling stockholders will hold after completion of the offering. For purposes of the following table, we have assumed that the selling stockholders will sell all of the shares of common stock covered by this prospectus, and that, therefore, there will be no shares of common stock beneficially owned by the selling stockholders after the offering.

Under the rules of the SEC, beneficial ownership includes shares of common stock over which the indicated beneficial owner exercises voting or investment power. Unless otherwise indicated in the footnotes below, we believe that the persons named in the table have sole voting and investment power with respect to all shares of common stock beneficially owned.

SELLING STOCKHOLDER	SHARES BENEFICIALLY OWNED		NUMBER OF SHARES TO BE OFFERED	NUMBER OF SHARES BENEFICIALLY OWNED AFTER THE OFFERING	
	NUMBER	% (1)		NUMBER	% (1)
Sammy Aaron(2).....	224,167	2.7%	224,167	--	--
Lee Lipton(3).....	115,833	1.4%	115,833	--	--
Andrew Reid(4).....	115,833	1.4%	115,833	--	--
John Pollack.....	35,833	*	35,833	--	--
David Winn(5).....	62,500 (6)	*	50,000	12,500 (6)	*
Richard Madris.....	30,000	*	30,000	--	--
Geoffrey Freeman(7).....	10,000	*	10,000	--	--

 * Less than 1%

(1) Calculated based on Rule 13d-3(d)(1) of the Securities Exchange Act of 1934, as amended, or Exchange Act, assuming 8,151,864 shares of Common Stock outstanding as of September 30, 2005.

(2) Sammy Aaron has been a director and executive officer of G-III Apparel Group, Ltd., and the President of our Marvin Richards division, since July 11, 2005.

- (3) Lee Lipton has been employed as Vice President of our Marvin Richards division since July 11, 2005.
- (4) Andrew Reid has been employed as Vice President of our Marvin Richards division since July 11, 2005.
- (5) David Winn has been employed as President of our Winlit division since July 11, 2005.
- (6) Includes 12,500 shares of Common Stock that may be acquired upon exercise of options.
- (7) Geoffrey Freeman has been employed as Vice President of our Winlit division since July 11, 2005.

PLAN OF DISTRIBUTION

The selling stockholders may, from time to time, sell any or all of their shares of common stock on any stock exchange, market or trading facility on which the shares of common stock are traded or in private transactions. These sales may be at fixed or negotiated prices. The selling stockholders may use any one or more of the following methods when selling shares of common stock:

- o ordinary brokerage transactions and transactions in which the broker-dealer solicits purchasers;
- o block trades in which the broker-dealer will attempt to sell the shares of common stock as agent but may position and resell a portion of the block as principal to facilitate the transaction;
- o purchases by a broker-dealer as principal and resale by the broker-dealer for its account;
- o an exchange distribution in accordance with the rules of the applicable exchange;
- o privately negotiated transactions;
- o short sales;
- o broker-dealers may agree with the selling stockholders to sell a specified number of such shares of common stock at a stipulated price per share;
- o a combination of any such methods of sale; and
- o any other method permitted pursuant to applicable law.

If permitted by applicable securities laws, the selling stockholders may also engage in short sales against the box, puts and calls and other transactions in our securities or derivatives of our securities and may sell or

deliver shares of common stock in connection with these trades.

Broker-dealers engaged by the selling stockholders may arrange for other brokers-dealers to participate in sales. Broker-dealers may receive commissions or discounts from the selling stockholders (or, if any broker-dealer acts as agent for the purchaser of shares of common stock, from the purchaser) in amounts to be negotiated. The selling stockholders do not expect these commissions and discounts to exceed what is customary in the types of transactions involved. Any profits on the resale of shares of common stock by a broker-dealer acting as principal might be deemed to be underwriting discounts or commissions under the Securities Act. Discounts, concessions, commissions and similar selling expenses, if any, attributable to the sale of shares of common stock will be borne by the applicable selling stockholder. The selling stockholders may agree to indemnify any agent, dealer or broker-dealer that participates in transactions involving sales of the shares of common stock if liabilities are imposed on that person under the Securities Act.

The selling stockholders may from time to time pledge or grant a security interest in some or all of the shares of common stock owned by them and, if they default in the performance of their secured obligations, the pledgees or secured parties may offer and sell the shares of common stock from time to time under this prospectus after we have filed an amendment to this prospectus under Rule 424(b)(3) or other applicable provision of the Securities Act amending the list of selling stockholders to include the pledgee, transferee or other successors in interest as selling stockholders under this prospectus.

The selling stockholders also may transfer the shares of common stock in other circumstances, in which case the transferees, pledgees or other successors in interest will be the selling beneficial owners for

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purposes of this prospectus and may sell the shares of common stock from time to time under this prospectus after we have filed an amendment to this prospectus under Rule 424(b)(3) or other applicable provision of the Securities Act amending the list of selling stockholders to include the pledgee, transferee or other successors in interest as selling stockholders under this prospectus.

The selling stockholders and any broker-dealers or agents that are involved in selling the shares of common stock may be deemed to be "underwriters" within the meaning of the Securities Act in connection with such sales. In such event, any commissions received by such broker-dealers or agents and any profit on the resale of the shares of common stock purchased by them may be deemed to be underwriting commissions or discounts under the Securities Act.

We are required to pay the fees and expenses incident to the registration of the shares of common stock. We have agreed to indemnify the selling stockholders against certain losses, claims, damages and liabilities, including liabilities under the Securities Act.

The selling stockholders have advised us that they have not entered into any agreements, understandings or arrangements with any underwriters or broker-dealers regarding the sale of their shares of common stock, nor is there an underwriter or coordinating broker acting in connection with a proposed sale of shares of common stock by any selling stockholder. If we are notified by any selling stockholder that any material arrangement has been entered into with a broker-dealer for the sale of shares of common stock, if required, we will file a supplement to this prospectus. If the selling stockholders use this prospectus for any sale of shares of common stock, they will be subject to the prospectus delivery requirements of the Securities Act.

The anti-manipulation rules of Regulation M under the Exchange Act may apply to sales of shares of our common stock and activities of the selling stockholders.

LEGAL MATTERS

The validity of the shares of common stock offered hereby has been passed upon for us by Fulbright & Jaworski L.L.P., New York, New York.

EXPERTS

The consolidated financial statements of G-III Apparel Group, Ltd. appearing in G-III Apparel Group's Annual Report (Form 10-K) for the year ended January 31, 2005 (including schedules appearing therein), have been audited by Ernst & Young LLP, independent registered public accounting firm, as set forth in their report thereon, included therein, and incorporated herein by reference. Such consolidated financial statements are incorporated herein by reference in reliance upon such report given on the authority of such firm as experts in accounting and auditing.

The combined financial statements of J. Percy for Marvin Richards, Ltd. and CK Outerwear, LLC as of December 31, 2004 and the related combined statements of operations, owners' equity, and cash flows for the year then ended appearing in our Form 8-K/A filed on September 27, 2005, incorporated herein by reference, have been audited by Eisner LLP, independent registered public accounting firm, as set forth in their report thereon, included therein, and incorporated herein by reference. Such financial statements are incorporated herein by reference in reliance upon such report given on the authority of such firm as experts in accounting and auditing.

NOTE REGARDING FORWARD-LOOKING STATEMENTS

Statements in this prospectus (including the documents incorporated by reference in this prospectus) concerning our business outlook or future performance; anticipated revenues, expenses or other financial items; product introductions and plans and objectives related thereto; and statements concerning assumptions made or expectations as to any future events, conditions, performance or other matters, are "forward-looking statements" as that term is defined under U.S. federal securities laws. We generally use words such as "believe," "may," "could," "will," "intend," "estimate," "expect," "anticipate," "plan," and similar expressions to identify forward-looking statements. Forward-looking statements are subject to various risks, uncertainties and other factors that could cause actual results to differ materially from those stated in such statements. These risks, uncertainties and factors include, but are not limited to: reliance on licensed product, reliance on foreign manufacturers, the nature of the apparel industry, including changing customer demand and tastes, seasonality, customer acceptance of new products, the impact of competitive products and pricing, dependence on existing management, general economic conditions, as well as other risks detailed in our filings with the SEC. Although we believe the expectations reflected in the forward-looking statements are reasonable, they relate only to events as of the date on which the statements are made, and we cannot assure you that our future results, levels of activity, performance or achievements will meet these expectations. Moreover, neither we nor any other person assumes responsibility for the accuracy and completeness of the forward-looking statements. We do not intend to update any of the forward-looking statements after the date of this prospectus to conform these statements to actual results or to changes in our expectations, except as required by law.

WHERE YOU CAN FIND MORE INFORMATION

We are subject to the informational requirements of the Exchange Act and, accordingly, file reports, proxy statements and other information with the SEC. The SEC maintains a web site at <http://www.sec.gov> that contains reports, proxy and information statements and other information regarding registrants that file electronically with the SEC. You may also read and copy any document we file with the SEC at the SEC's public reference room at 100 F Street, N.E., Washington, D.C. 20549. Please call the SEC at 1-800-SEC-0330 for further information on the public reference facilities and their copy charges.

INCORPORATION OF CERTAIN DOCUMENTS BY REFERENCE

The SEC allows us to "incorporate by reference" in this prospectus the information that we file with them. This means that we can disclose important information to you in this document by referring you to other filings we have made with the SEC. The information incorporated by reference is considered to be part of this prospectus, and later information we file with the SEC will update and supersede this information. We incorporate by reference the documents listed below and any future filings made with the SEC under Section 13(a), 13(c), 14, or 15(d) of the Exchange Act prior to the completion of the offering covered by this prospectus:

- o Our annual report on Form 10-K for the year ended January 31, 2005;
- o Our quarterly reports on Form 10-Q for the quarters ended April 30, 2005 and July 31, 2005;
- o Our current reports on Form 8-K filed on June 15, 2005, July 15, 2005 and September 19, 2005 and on Form 8-K/A filed on September 27, 2005; and
- o The description of our common stock contained in our registration statement on Form 8-A dated December 13, 1989.

This prospectus may contain information that updates, modifies or is contrary to information in one or more of the documents incorporated by reference in this prospectus. Reports we file with the SEC after the date of this prospectus may also contain information that updates, modifies or is contrary to information in this prospectus or in documents incorporated by reference in this prospectus. You should review these reports, as they may disclose a change in our business, prospects, financial condition or other affairs after the date of this prospectus.

Upon your written or oral request, we will provide at no cost to you a copy of any and all of the information that is incorporated by reference in this prospectus.

Requests for such documents should be directed to:

Neal Nackman
Chief Financial Officer
G-III Apparel Group, Ltd.
512 Seventh Avenue
New York, New York 10018
(212) 403-0500

PART II
INFORMATION NOT REQUIRED IN PROSPECTUS

Item 14. Other Expenses of Issuance and Distribution

The expenses payable by the registrant in connection with the issuance and distribution of the securities being registered hereby are as follows:

	AMOUNT

SEC registration fee.....	\$680
Legal expenses*.....	\$30,000
Accounting expenses*.....	\$7,500
Printing expenses*.....	\$2,000
Miscellaneous expenses*.....	\$500

Total*.....	\$40,680

* Estimated

Item 15. Indemnification of Directors and Officers

The General Corporation Law of the State of Delaware (the "GCL") authorizes Delaware corporations to eliminate or limit the personal liability of a director to the corporation or a stockholder for monetary damages for breach of certain fiduciary duties as a director, other than his duty of loyalty to the corporation and its stockholders, or for acts or omissions not in good faith or involving intentional misconduct or knowing violation of law, and the unlawful purchase or redemption of stock or payment of unlawful dividends or the receipt of improper benefits. Article VI of the bylaws of the registrant provides for the indemnification of the officers and directors of the registrant to the fullest extent permitted under the GCL. In addition, the registrant has executed agreements with the officers and directors of the registrant that require the registrant to indemnify such individuals for liabilities incurred by them because of an act, omission, neglect or breach of duty committed while acting in the capacity of an officer or director. Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, the registrant has been advised that in the opinion of the Commission such indemnification is against public policy as expressed in the Securities Act and is therefor unenforceable.

Item 16. Exhibits

EXHIBIT

NO.	DESCRIPTION
---	-----
4.1	Stock Purchase Agreement, dated as of July 11, 2005, by and among Sammy Aaron, Andrew Reid, Lee Lipton, John Pollack, Sammy Aaron, as Sellers' Representative, G-III Leather Fashions, Inc. and G-III Apparel Group, Ltd. (Incorporated by reference to Exhibit 10.1 to our Current Report on Form 8-K filed on July 15, 2005).
4.2	Share Purchase Agreement, dated as of July 11, 2005, by and between G-III Apparel Group, Ltd. and David Winn.*
4.3	Share Purchase Agreement, dated as of July 11, 2005, by and between G-III Apparel Group, Ltd. and Richard Madris.*

EXHIBIT

NO. ---	DESCRIPTION -----
4.4	Share Purchase Agreement, dated as of July 11, 2005, by and between G-III Apparel Group, Ltd. and Geoffrey Freeman.*
5.1	Opinion of Fulbright & Jaworski L.L.P.**
23.1	Consent of Independent Registered Public Accounting Firm, Ernst & Young LLP.*
23.2	Consent of Fulbright & Jaworski L.L.P. (included in Exhibit 5.1)
23.3	Consent of Independent Registered Public Accounting Firm, Eisner LLP.*
24.1	Power of Attorney.**

* Filed herewith.

** Previously filed.

Item 17. Undertakings

(a) The undersigned registrant hereby undertakes:

- (1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:
 - (i) To include any prospectus required by Section 10(a)(3) of the Securities Act of 1933;
 - (ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20 percent change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement;
 - (iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement;

provided, however, that paragraphs (a)(1)(i) and (a)(1)(ii) do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in periodic reports filed with or furnished to the Commission by the registrant pursuant to Section 13 or 15(d) of the Securities

Exchange Act of 1934 that are incorporated by reference in the registration statement.

- (2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.
- (3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(b) The undersigned registrant hereby undertakes that, for purposes of determining any liability under the Securities Act of 1933, each filing of the registrant's annual report pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934 that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(c) Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the registrant pursuant to the provisions described under Item 15 hereof or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act of 1933 and will be governed by the final adjudication of such issue.

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Amendment No. 1 to the registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of New York, State of New York, on October 5, 2005.

G-III APPAREL GROUP, LTD.

By: /s/ Wayne S. Miller

Wayne S. Miller
Senior Vice President
and Chief Operating Officer

Pursuant to the requirements of the Securities Act of 1933, this Amendment No. 1 to the registration statement has been signed by the following persons in the capacities and on the dates indicated.

/s/ Morris Goldfarb ----- Morris Goldfarb	Director, Chairman of the Board and Chief Executive Officer (Principal Executive Officer)	October 5, 2005
/s/ Neal S. Nackman ----- Neal S. Nackman	Chief Financial Officer (Principal Financial and Accounting Officer)	October 5, 2005
/s/ Sammy Aaron ----- Sammy Aaron	Director	October 5, 2005
/s/ Thomas J. Brosig ----- Thomas J. Brosig	Director	October 5, 2005
/s/ Pieter Deiters ----- Pieter Deiters	Director	October 5, 2005
/s/ Alan Feller ----- Alan Feller	Director	October 5, 2005
/s/ Carl Katz ----- Carl Katz	Director	October 5, 2005
/s/ Willem van Bokhorst ----- Willem van Bokhorst	Director	October 5, 2005
/s/ Richard White ----- Richard White	Director	October 5, 2005
----- Laura Pomerantz	Director	
*By:/s/ Wayne S. Miller ----- Wayne S. Miller Attorney-in-Fact		October 5, 2005

EXHIBIT INDEX

Exhibit No. ---	Description -----
4.1	Stock Purchase Agreement, dated as of July 11, 2005, by and among Sammy Aaron, Andrew Reid, Lee Lipton, John Pollack, Sammy Aaron, as Sellers' Representative, G-III Leather Fashions, Inc. and G-III Apparel Group, Ltd. (Incorporated by reference to Exhibit 10.1 to our Current Report on Form 8-K filed on July 15, 2005).
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23.1	Consent of Independent Registered Public Accounting Firm, Ernst & Young LLP.*
23.2	Consent of Fulbright & Jaworski L.L.P. (included in Exhibit 5.1)
23.3	Consent of Independent Registered Public Accounting Firm, Eisner LLP.*
24.1	Power of Attorney.**

*Filed herewith.

** Previously filed.

SHARE PURCHASE AGREEMENT

SHARE PURCHASE AGREEMENT, dated as of July 11, 2005, by and between David Winn, an individual residing at 63 Round Hill Road, Armonk, New York 10504 ("Purchaser") and G-III Apparel Group, Ltd., a Delaware corporation ("Issuer").

W I T N E S S E T H :
- - - - -

WHEREAS, Purchaser and Issuer desire to provide for the purchase by Purchaser from Issuer of shares of its common stock, \$.01 par value per share (the "Common Stock") on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. Issuer hereby sells to Purchaser, and Purchaser hereby purchases from Issuer, Fifty Thousand (50,000) shares of Common Stock (the "Shares") at a purchase price of \$7.50 per share (or aggregate consideration of Three Hundred Seventy Five Thousand Dollars (\$375,000)).

Issuer Representation and Warranty

2. Issuer hereby represents and warrants to Purchaser that, when issued, the Shares will be duly and validly authorized, fully paid and non-assessable shares of Common Stock of the Issuer.

Purchaser Representations and Warranties

3. Purchaser acknowledges that his representations and warranties contained herein are being relied upon by Issuer as a basis for the exemption of the issuance of the Shares hereunder from the registration requirements of the Securities Act of 1933, as amended (the "Securities Act") and any applicable state securities laws.

4. Purchaser understands that (i) the Shares are not registered under the Securities Act or any state securities laws by reason of their issuance in a transaction exempt from the registration requirements of the Securities Act and applicable state securities laws and (ii) the Shares must be held indefinitely unless a subsequent disposition thereof is registered under the Securities Act and applicable state securities laws or is exempt from such registration.

5. Purchaser is acquiring the Shares for his own account and not with a view to, or for sale in connection with, directly or indirectly, any distribution thereof that would require registration under the Securities Act or applicable state securities laws or would otherwise violate the Securities Act or such state securities laws.

6. Purchaser has relied upon independent investigations made by him or his representatives and is fully familiar with the business, results of operations, financial condition, prospects and other affairs of Issuer and realizes that the Shares are a speculative investment involving a high degree of risk for which there is no assurance of any return.

7. Purchaser has such knowledge and experience in financial and business affairs, including investing in companies similar to Issuer, and is capable of determining the information necessary to make an informed investment decision, of requesting such information from the Issuer, and of utilizing the information that it has received from the Issuer to evaluate the merits and risks of his investment in the Shares and is able to bear the economic risk of his investment in the Shares, and understands that he must do so for an indefinite period of time.

8. Purchaser and his attorneys, accountants, investment and financial advisors, if any, have been provided access to such information about the Issuer

as he or his advisors, if any, have requested.

9. Purchaser is an "accredited investor" as defined in Regulation D under the Securities Act.

10. Purchaser understands that, until the Shares are registered under the Securities Act or until a sale pursuant to the provisions of Rule 144 under the Securities Act, the Shares will bear the following legend (or a substantially similar legend):

"THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR QUALIFIED UNDER ANY STATE SECURITIES LAWS. THE SECURITIES MAY NOT BE OFFERED, SOLD, TRANSFERRED OR OTHERWISE DISPOSED OF WITHOUT SUCH REGISTRATION OR THE DELIVERY TO THE COMPANY OF AN OPINION OF COUNSEL, REASONABLY SATISFACTORY TO THE COMPANY, THAT SUCH DISPOSITION WILL NOT REQUIRE REGISTRATION OF SUCH SECURITIES UNDER THE SECURITIES ACT OF 1933, AS AMENDED."

Delivery of Shares, Registration Rights and Indemnification

11. As soon as reasonably practicable following the date hereof, Issuer will deliver to Purchaser a certificate representing the Shares and bearing the legend set forth above.

(a) Issuer shall:

(i) as promptly as practicable after the date hereof (and in no event more than 60 days from the date hereof), prepare and file with the SEC a registration statement on Form S-3 or other appropriate form (the "Registration Statement") relating to the resale of the Shares by Purchaser;

(ii) use its reasonable efforts, subject to receipt of necessary information from Purchaser, to cause the SEC to declare the Registration Statement effective as promptly as practicable after the Registration Statement is filed by Issuer;

(iii) promptly prepare and file with the SEC (and provide notice to Purchaser of any such filing) such amendments and supplements to the Registration Statement and the prospectus used in connection therewith as may be necessary to keep the Registration Statement effective until the earlier of (A) the date all of the Shares

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covered by the Registration Statement have been sold by Purchaser, or (B) the date that is the first anniversary of the date of this Agreement;

(iv) furnish to Purchaser such number of copies of prospectuses as Purchaser may reasonably request in order to facilitate the public sale or other disposition by Purchaser pursuant to the Registration Statement of all or any of the Shares owned by Purchaser;

(v) notify Purchaser at any time when a prospectus relating to the Shares is required to be delivered under the Securities Act of the happening of any event as a result of which the prospectus included in such Registration Statement, as then in effect, includes an untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein not misleading in the light of the circumstances then existing. Issuer will use reasonable efforts to amend or supplement such prospectus in order to cause such prospectus not to include any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading in the light of the circumstances then existing; provided, however, that Issuer, in good faith, may delay the filing of any such amendment or supplement for a reasonable period of time in order to permit Issuer (A) to effect disclosure or disposition or consummation of any transaction requiring confidential treatment which is being actively pursued at such time and which would require disclosure in the Registration Statement or (B) to negotiate, effect or complete any transaction which Issuer reasonably believes might be jeopardized, delayed or made more costly to Issuer by disclosure in the Registration Statement;

and

(vi) bear all expenses in connection with the procedures set forth in this Section 11(a) and the registration of the Shares pursuant to the Registration Statement, other than fees and expenses, if any, of counsel and other advisers to Purchaser or underwriting discounts, brokerage fees and commissions incurred by Purchaser, if any.

(b) (i) Notwithstanding the generality of the foregoing clauses, Purchaser agrees that upon notice from Issuer at any time or from time to time during the time the prospectus relating to the Shares covered by the Registration Statement and proposed to be sold by Purchaser is required to be delivered under the Securities Act of the happening of any event as a result of which, in Issuer's opinion after consultation with its counsel, the prospectus included in the Registration Statement, as then in effect, includes an untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein not misleading in light of the circumstances then existing, Purchaser will forthwith discontinue Purchaser's disposition of Shares pursuant to the Registration Statement until the time of such Purchaser's receipt of a supplement to or an amendment of such prospectus as may be necessary so that, as thereafter delivered to the purchaser of Shares, such prospectus shall not include, in the Issuer's opinion after consultation with its counsel, an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading in light of the circumstances then existing.

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(ii) Purchaser shall furnish Issuer such information regarding such Purchaser and the distribution of the Shares covered by the Registration Statement as Issuer may from time to time reasonably request in writing.

(iii) Purchaser agrees to give at least five (5) business days' prior written notice to Issuer of any proposed sale of Shares covered by the Registration Statement pursuant to the Registration Statement and not to make such sale (A) unless such five (5) business days elapse without a Response (as hereinafter defined) from Issuer, or (B) in the event that during such five (5) business day period the Issuer sends Purchaser written notice stating that an amendment to the Registration Statement or supplement to the prospectus must be filed in accordance with the second sentence of Section 11(a) (v) (a "Response"), until Issuer notifies Purchaser that the Registration Statement has been amended or the prospectus supplemented as required; provided, however, that Issuer agrees to file such amendment or supplement promptly upon the resolution of the disclosure issue necessitating such delay.

(c) Issuer will use reasonable efforts to cause the Shares covered by and to be sold pursuant to the Registration Statement to be eligible for quotation on the Nasdaq Stock Market or listed on any national securities exchange on which shares of Common Stock are then quoted or listed.

(d) (i) In the event of a registration of any of the Shares under the Securities Act pursuant to this Section 11, Issuer will, to the extent permitted by applicable law, indemnify and hold harmless Purchaser against all losses, claims, damages or liabilities, joint or several, to which Purchaser may become subject under the Securities Act, the Exchange Act or any other federal or state statutory law or regulation, or at common law or otherwise (including in settlement of any litigation, if such settlement is effected with the written consent of Issuer), insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon any untrue statement or alleged untrue statement of any material fact contained in the Registration Statement, including the prospectus, financial statements and schedules, and all other documents filed as a part thereof, as amended at the time of effectiveness of the Registration Statement, including any information deemed to be a part thereof as of the time of effectiveness pursuant to paragraph (b) of SEC Rule 430A, or pursuant to SEC Rule 434, or the prospectus, in the form first filed with the SEC pursuant to SEC Rule 424(b), or filed as part of the Registration Statement at the time of effectiveness if no Rule 424(b) filing is required, or any amendment or supplement thereto, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, and

will reimburse Purchaser for any legal or other expenses reasonably incurred by Purchaser in connection with investigating, defending, settling, compromising or paying any such loss, claim, damage, liability or action; provided, however, that Issuer will not be liable in any such case if and to the extent that any such loss, claim, damage or liability arises out of or is based upon an untrue statement or alleged untrue statement or omission or alleged omission so made in conformity with information furnished in writing by Purchaser specifically for use in such Registration Statement. For purposes of this Section 11(d), the term "Registration Statement" shall include any final prospectus, exhibit, supplement or amendment included in or relating to, and any document incorporated by reference in, the Registration Statement referred to in Section 11(a).

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(ii) Purchaser will, to the extent permitted by applicable law, indemnify and hold harmless Issuer, each Person who controls Issuer within the meaning of the Securities Act, each officer of Issuer who signs the Registration Statement and each director of Issuer, against all losses, claims, damages or liabilities, joint or several, to which Issuer or such officer or director may become subject under the Securities Act, the Exchange Act or any other federal or state statutory law or regulation, or at common law or otherwise (including in settlement of any litigation, if such settlement is effected with the written consent of Purchaser), insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon any untrue statement or alleged untrue statement of any material fact contained in the Registration Statement or any amendment or supplement thereof, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, and will reimburse Issuer and each such officer, director or controlling Person for any legal or other expenses reasonably incurred by them in connection with investigating or defending any such loss, claim, damage, liability or action; provided, however, that Purchaser will be liable hereunder in any such case if and only to the extent that any such loss, claim, damage or liability arises out of or is based upon an untrue statement or alleged untrue statement of a material fact or omission or alleged omission of a material fact made in reliance upon and in conformity with information pertaining to Purchaser furnished in writing to Issuer by Purchaser specifically for use in the Registration Statement; and provided further, however, that the liability of Purchaser hereunder shall not in any event exceed the proceeds received from the sale of Purchaser's Shares covered by such Registration Statement.

(iii) Promptly after receipt by an indemnified party under this Section 11(d) of notice of the threat or commencement of any action, such indemnified party will, if a claim in respect thereof is to be made against an indemnifying party under this Section 11(d), promptly notify the indemnifying party in writing thereof, but the omission to so notify the indemnifying party will not relieve it from any liability which it may have to any indemnified party for contribution or otherwise than under the indemnity agreement contained in this Section 11(d) to the extent it is not prejudiced as a result of such failure. In case any such action is brought against any indemnified party and such indemnified party seeks or intends to seek indemnity from an indemnifying party, the indemnifying party will be entitled to participate in, and, to the extent that it may wish, jointly with all other indemnifying parties similarly notified, to assume the defense thereof with counsel reasonably satisfactory to such indemnified party; provided, however, if the defendants in any such action include both the indemnified party and the indemnifying party and the indemnified party shall have reasonably concluded that there may be a conflict between the positions of the indemnifying party and the indemnified party in conducting the defense of any such action or that there may be legal defenses available to it and/or other indemnified parties which are different from or additional to those available to the indemnifying party, the indemnified party or parties shall have the right to select separate counsel to assume such legal defenses and to otherwise participate in the defense of such action on behalf of such indemnified party or parties. Upon receipt of notice from the indemnifying party to such indemnified party of its election so to assume the defense of such action and approval by the indemnified party of counsel, the

indemnifying party will not be liable to such indemnified party under this Section 11(d) for any legal or other expenses subsequently incurred by such indemnified party in connection with the defense thereof unless (A) the indemnified party shall have employed such counsel in connection with the assumption of legal defenses in accordance with the proviso to the preceding sentence or (B) the indemnified party shall not have employed counsel reasonably satisfactory to the indemnifying party to represent the indemnified party within a reasonable time after notice of commencement of action, in each of which cases the reasonable fees and expenses of counsel shall be at the expense of the indemnifying party.

(iv) In order to provide for just and equitable contribution to joint liability under the Securities Act in any case in which either (A) any indemnified party exercising rights under this Agreement makes a claim for indemnification pursuant to this Section 11(d) but it is judicially determined (by the entry of a final judgment or decree by a court of competent jurisdiction and the expiration of time to appeal or the denial of the last right of appeal) that such indemnification may not be enforced in such case notwithstanding the fact that this Section 11 provides for indemnification in such case, (B) contribution under the Securities Act may be required on the part of any such indemnified party in circumstances for which indemnification is provided under this Section 11, or (C) the indemnification provided for by this Section 11 is insufficient to hold harmless an indemnified party, other than by reason of the exceptions provided therein, then, and in each such case, Issuer and Purchaser will contribute to the aggregate losses, claims, damages or liabilities to which they may be subject (after contribution from others) (x) in such proportion as is appropriate to reflect the relative fault of the indemnifying party on the one hand and the indemnified party on the other or (y) if the allocation provided by clause (x) above is not permitted by applicable law, or provides a lesser sum to the indemnified party than the amount hereinafter calculated, in such proportion as is appropriate to reflect not only the relative fault referred to in clause (x) above but also the relative benefits received by the indemnifying party and the indemnified party from the registration of the Shares as well as the statements or omissions which resulted in such losses, claims, damages or liabilities and any other relevant equitable considerations. Purchaser will not be required to contribute any amount in excess of the proceeds received from the sale of his Shares covered by the Registration Statement and no person or entity guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) will be entitled to contribution from any person or entity who was not guilty of such fraudulent misrepresentation.

(v) The obligations of Issuer and Purchaser under this Section 11(d) shall survive completion of any offering of Shares pursuant to a Registration Statement and the termination of Issuer's obligations under Section 11(a). No indemnifying party, in the defense of any such claim or litigation, shall, except with the consent of each indemnified party, consent to entry of any judgment or enter into any settlement which does not include as an unconditional term thereof the giving by the claimant or plaintiff to such indemnified party of a release from all liability in respect to such claim or litigation.

12. Each party hereto will execute and deliver to any other party, from time to time, for no additional consideration and at no additional cost to the requesting party, such further assignments, certificates, instruments, records, and other documents, assurances or things as may be reasonably necessary, to give full effect to this Agreement and to allow each party fully to enjoy and exercise the rights accorded and acquired

13. Notices. All notices, claims, demands and other communications hereunder shall be in writing and shall be deemed given: (i) in the case of a facsimile transmission, upon the next business day following confirmation of transmission, (ii) in the case of delivery by a standard overnight carrier, upon the date of delivery indicated in the records of such carrier, (iii) in the case of delivery by hand, when delivered by hand, or (iv) in the case of delivery by first class mail, upon the expiration of five business days after the date

mailed by registered or certified mail (return receipt requested), addressed to the respective parties at the addresses shown below.

(i) If to Issuer to:

G-III Apparel Group, Ltd.
512 Seventh Avenue
New York, New York 10018
Fax: (212) 719-0921
Attn: Wayne Miller

with a copy to:

Neil Gold, Esq.
Fulbright & Jaworski L.L.P.
666 Fifth Avenue
New York, New York 10103
Fax: (212) 318-3400

(ii) If to Purchaser to:

David Winn
63 Round Hill Road
Armonk, New York 10504

with a copy to:

Michael Goldsmith, Esq.
Silverberg Stonehill & Goldsmith, P.C.
111 West 40th Street, 33rd Floor
New York, New York

or at such other address as a party shall specify by notice to the other parties.

14. Headings and Entire Agreement. The section and subsection headings do not constitute any part of this Agreement and are inserted herein for convenience of reference only. This Agreement embodies the entire agreement between the parties with respect to the subject

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matter hereof and supersedes and preempts all prior oral and written understandings and agreements with respect to the subject matter hereof. It may not be amended, modified or changed orally, but only in writing signed by the party against whom enforcement of any amendment, modification, change, waiver, extension or discharge is sought.

15. Waiver. No waiver of a breach of, or default under, any provision of this Agreement shall be deemed a waiver of such provision or of any subsequent breach or default of the same or similar nature or of any other provision or condition of this Agreement.

16. Binding Effect and Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties and their successors and assigns. No party may assign any obligation under this Agreement except with the prior written consent of the other.

17. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one agreement.

18. Governing Law. This Agreement is to be governed by and interpreted under the laws of the State of New York, without giving effect to the principles of conflicts of laws thereof.

[remainder of this page intentionally left blank]

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IN WITNESS WHEREOF, the parties hereto have executed this Share Purchase Agreement on the day and year first written above.

G-III APPAREL GROUP, LTD.

/s/ Wayne Miller

By: Wayne S. Miller
Title: Chief Operating and
Financial Officer

/s/ David Winn

David Winn

SHARE PURCHASE AGREEMENT

SHARE PURCHASE AGREEMENT, dated as of July 11, 2005, by and between Richard Madris, an individual residing at 7 Deer Ridge Lane, Armonk, New York 10504 ("Purchaser") and G-III Apparel Group, Ltd., a Delaware corporation ("Issuer").

W I T N E S S E T H:

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WHEREAS, Purchaser and Issuer desire to provide for the purchase by Purchaser from Issuer of shares of its common stock, \$.01 par value per share (the "Common Stock") on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. Issuer hereby sells to Purchaser, and Purchaser hereby purchases from Issuer, Thirty Thousand (30,000) shares of Common Stock (the "Shares") at a purchase price of \$7.50 per share (or aggregate consideration of Two Hundred Twenty Five Thousand Dollars (\$225,000)).

Issuer Representation and Warranty

2. Issuer hereby represents and warrants to Purchaser that, when issued, the Shares will be duly and validly authorized, fully paid and non-assessable shares of Common Stock of the Issuer.

Purchaser Representations and Warranties

3. Purchaser acknowledges that his representations and warranties contained herein are being relied upon by Issuer as a basis for the exemption of the issuance of the Shares hereunder from the registration requirements of the Securities Act of 1933, as amended (the "Securities Act") and any applicable state securities laws.

4. Purchaser understands that (i) the Shares are not registered under the Securities Act or any state securities laws by reason of their issuance in a transaction exempt from the registration requirements of the Securities Act and applicable state securities laws and (ii) the Shares must be held indefinitely unless a subsequent disposition thereof is registered under the Securities Act and applicable state securities laws or is exempt from such registration.

5. Purchaser is acquiring the Shares for his own account and not with a view to, or for sale in connection with, directly or indirectly, any distribution thereof that would require registration under the Securities Act or applicable state securities laws or would otherwise violate the Securities Act or such state securities laws.

6. Purchaser has relied upon independent investigations made by him or his representatives and is fully familiar with the business, results of operations, financial condition, prospects and other affairs of Issuer and realizes that the Shares are a speculative investment involving a high degree of risk for which there is no assurance of any return.

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7. Purchaser has such knowledge and experience in financial and business affairs, including investing in companies similar to Issuer, and is capable of determining the information necessary to make an informed investment decision, of requesting such information from the Issuer, and of utilizing the information that it has received from the Issuer to evaluate the merits and risks of his investment in the Shares and is able to bear the economic risk of his investment in the Shares, and understands that he must do so for an indefinite period of time.

8. Purchaser and his attorneys, accountants, investment and financial

advisors, if any, have been provided access to such information about the Issuer as he or his advisors, if any, have requested.

9. Purchaser is an "accredited investor" as defined in Regulation D under the Securities Act.

10. Purchaser understands that, until the Shares are registered under the Securities Act or until a sale pursuant to the provisions of Rule 144 under the Securities Act, the Shares will bear the following legend (or a substantially similar legend):

"THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR QUALIFIED UNDER ANY STATE SECURITIES LAWS. THE SECURITIES MAY NOT BE OFFERED, SOLD, TRANSFERRED OR OTHERWISE DISPOSED OF WITHOUT SUCH REGISTRATION OR THE DELIVERY TO THE COMPANY OF AN OPINION OF COUNSEL, REASONABLY SATISFACTORY TO THE COMPANY, THAT SUCH DISPOSITION WILL NOT REQUIRE REGISTRATION OF SUCH SECURITIES UNDER THE SECURITIES ACT OF 1933, AS AMENDED."

Delivery of Shares, Registration Rights and Indemnification

11. As soon as reasonably practicable following the date hereof, Issuer will deliver to Purchaser a certificate representing the Shares and bearing the legend set forth above.

(a) Issuer shall:

(i) as promptly as practicable after the date hereof (and in no event more than 60 days from the date hereof), prepare and file with the SEC a registration statement on Form S-3 or other appropriate form (the "Registration Statement") relating to the resale of the Shares by Purchaser;

(ii) use its reasonable efforts, subject to receipt of necessary information from Purchaser, to cause the SEC to declare the Registration Statement effective as promptly as practicable after the Registration Statement is filed by Issuer;

(iii) promptly prepare and file with the SEC (and provide notice to Purchaser of any such filing) such amendments and supplements to the Registration Statement and the prospectus used in connection therewith as may be necessary to keep the Registration Statement effective until the earlier of (A) the date all of the Shares

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covered by the Registration Statement have been sold by Purchaser, or (B) the date that is the first anniversary of the date of this Agreement;

(iv) furnish to Purchaser such number of copies of prospectuses as Purchaser may reasonably request in order to facilitate the public sale or other disposition by Purchaser pursuant to the Registration Statement of all or any of the Shares owned by Purchaser;

(v) notify Purchaser at any time when a prospectus relating to the Shares is required to be delivered under the Securities Act of the happening of any event as a result of which the prospectus included in such Registration Statement, as then in effect, includes an untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein not misleading in the light of the circumstances then existing. Issuer will use reasonable efforts to amend or supplement such prospectus in order to cause such prospectus not to include any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading in the light of the circumstances then existing; provided, however, that Issuer, in good faith, may delay the filing of any such amendment or supplement for a reasonable period of time in order to permit Issuer (A) to effect disclosure or disposition or consummation of any transaction requiring confidential treatment which is being actively pursued at such time and which would require disclosure in the Registration Statement or (B) to negotiate, effect or complete any transaction which Issuer reasonably believes might be jeopardized, delayed

or made more costly to Issuer by disclosure in the Registration Statement;
and

(vi) bear all expenses in connection with the procedures set forth in this Section 11(a) and the registration of the Shares pursuant to the Registration Statement, other than fees and expenses, if any, of counsel and other advisers to Purchaser or underwriting discounts, brokerage fees and commissions incurred by Purchaser, if any.

(b) (i) Notwithstanding the generality of the foregoing clauses, Purchaser agrees that upon notice from Issuer at any time or from time to time during the time the prospectus relating to the Shares covered by the Registration Statement and proposed to be sold by Purchaser is required to be delivered under the Securities Act of the happening of any event as a result of which, in Issuer's opinion after consultation with its counsel, the prospectus included in the Registration Statement, as then in effect, includes an untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein not misleading in light of the circumstances then existing, Purchaser will forthwith discontinue Purchaser's disposition of Shares pursuant to the Registration Statement until the time of such Purchaser's receipt of a supplement to or an amendment of such prospectus as may be necessary so that, as thereafter delivered to the purchaser of Shares, such prospectus shall not include, in the Issuer's opinion after consultation with its counsel, an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading in light of the circumstances then existing.

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(ii) Purchaser shall furnish Issuer such information regarding such Purchaser and the distribution of the Shares covered by the Registration Statement as Issuer may from time to time reasonably request in writing.

(iii) Purchaser agrees to give at least five (5) business days' prior written notice to Issuer of any proposed sale of Shares covered by the Registration Statement pursuant to the Registration Statement and not to make such sale (A) unless such five (5) business days elapse without a Response (as hereinafter defined) from Issuer, or (B) in the event that during such five (5) business day period the Issuer sends Purchaser written notice stating that an amendment to the Registration Statement or supplement to the prospectus must be filed in accordance with the second sentence of Section 11(a) (v) (a "Response"), until Issuer notifies Purchaser that the Registration Statement has been amended or the prospectus supplemented as required; provided, however, that Issuer agrees to file such amendment or supplement promptly upon the resolution of the disclosure issue necessitating such delay.

(c) Issuer will use reasonable efforts to cause the Shares covered by and to be sold pursuant to the Registration Statement to be eligible for quotation on the Nasdaq Stock Market or listed on any national securities exchange on which shares of Common Stock are then quoted or listed.

(d) (i) In the event of a registration of any of the Shares under the Securities Act pursuant to this Section 11, Issuer will, to the extent permitted by applicable law, indemnify and hold harmless Purchaser against all losses, claims, damages or liabilities, joint or several, to which Purchaser may become subject under the Securities Act, the Exchange Act or any other federal or state statutory law or regulation, or at common law or otherwise (including in settlement of any litigation, if such settlement is effected with the written consent of Issuer), insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon any untrue statement or alleged untrue statement of any material fact contained in the Registration Statement, including the prospectus, financial statements and schedules, and all other documents filed as a part thereof, as amended at the time of effectiveness of the Registration Statement, including any information deemed to be a part thereof as of the time of effectiveness pursuant to paragraph (b) of SEC Rule 430A, or pursuant to SEC Rule 434, or the prospectus, in the form first filed with the SEC pursuant to SEC Rule 424(b), or filed as part of the Registration Statement at the time of effectiveness if no Rule 424(b) filing is required, or any amendment or supplement thereto, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be

stated therein or necessary to make the statements therein not misleading, and will reimburse Purchaser for any legal or other expenses reasonably incurred by Purchaser in connection with investigating, defending, settling, compromising or paying any such loss, claim, damage, liability or action; provided, however, that Issuer will not be liable in any such case if and to the extent that any such loss, claim, damage or liability arises out of or is based upon an untrue statement or alleged untrue statement or omission or alleged omission so made in conformity with information furnished in writing by Purchaser specifically for use in such Registration Statement. For purposes of this Section 11(d), the term "Registration Statement" shall include any final prospectus, exhibit, supplement or amendment included in or relating to, and any document incorporated by reference in, the Registration Statement referred to in Section 11(a).

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(ii) Purchaser will, to the extent permitted by applicable law, indemnify and hold harmless Issuer, each Person who controls Issuer within the meaning of the Securities Act, each officer of Issuer who signs the Registration Statement and each director of Issuer, against all losses, claims, damages or liabilities, joint or several, to which Issuer or such officer or director may become subject under the Securities Act, the Exchange Act or any other federal or state statutory law or regulation, or at common law or otherwise (including in settlement of any litigation, if such settlement is effected with the written consent of Purchaser), insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon any untrue statement or alleged untrue statement of any material fact contained in the Registration Statement or any amendment or supplement thereof, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, and will reimburse Issuer and each such officer, director or controlling Person for any legal or other expenses reasonably incurred by them in connection with investigating or defending any such loss, claim, damage, liability or action; provided, however, that Purchaser will be liable hereunder in any such case if and only to the extent that any such loss, claim, damage or liability arises out of or is based upon an untrue statement or alleged untrue statement of a material fact or omission or alleged omission of a material fact made in reliance upon and in conformity with information pertaining to Purchaser furnished in writing to Issuer by Purchaser specifically for use in the Registration Statement; and provided further, however, that the liability of Purchaser hereunder shall not in any event exceed the proceeds received from the sale of Purchaser's Shares covered by such Registration Statement.

(iii) Promptly after receipt by an indemnified party under this Section 11(d) of notice of the threat or commencement of any action, such indemnified party will, if a claim in respect thereof is to be made against an indemnifying party under this Section 11(d), promptly notify the indemnifying party in writing thereof, but the omission to so notify the indemnifying party will not relieve it from any liability which it may have to any indemnified party for contribution or otherwise than under the indemnity agreement contained in this Section 11(d) to the extent it is not prejudiced as a result of such failure. In case any such action is brought against any indemnified party and such indemnified party seeks or intends to seek indemnity from an indemnifying party, the indemnifying party will be entitled to participate in, and, to the extent that it may wish, jointly with all other indemnifying parties similarly notified, to assume the defense thereof with counsel reasonably satisfactory to such indemnified party; provided, however, if the defendants in any such action include both the indemnified party and the indemnifying party and the indemnified party shall have reasonably concluded that there may be a conflict between the positions of the indemnifying party and the indemnified party in conducting the defense of any such action or that there may be legal defenses available to it and/or other indemnified parties which are different from or additional to those available to the indemnifying party, the indemnified party or parties shall have the right to select separate counsel to assume such legal defenses and to otherwise participate in the defense of such action on behalf of such indemnified party or parties. Upon receipt of notice from the indemnifying party to such indemnified party of its election so to assume the defense of such action and approval by the indemnified party of counsel, the

indemnifying party will not be liable to such indemnified party under this Section 11(d) for any legal or other expenses subsequently incurred by such indemnified party in connection with the defense thereof unless (A) the indemnified party shall have employed such counsel in connection with the assumption of legal defenses in accordance with the proviso to the preceding sentence or (B) the indemnified party shall not have employed counsel reasonably satisfactory to the indemnifying party to represent the indemnified party within a reasonable time after notice of commencement of action, in each of which cases the reasonable fees and expenses of counsel shall be at the expense of the indemnifying party.

(iv) In order to provide for just and equitable contribution to joint liability under the Securities Act in any case in which either (A) any indemnified party exercising rights under this Agreement makes a claim for indemnification pursuant to this Section 11(d) but it is judicially determined (by the entry of a final judgment or decree by a court of competent jurisdiction and the expiration of time to appeal or the denial of the last right of appeal) that such indemnification may not be enforced in such case notwithstanding the fact that this Section 11 provides for indemnification in such case, (B) contribution under the Securities Act may be required on the part of any such indemnified party in circumstances for which indemnification is provided under this Section 11, or (C) the indemnification provided for by this Section 11 is insufficient to hold harmless an indemnified party, other than by reason of the exceptions provided therein, then, and in each such case, Issuer and Purchaser will contribute to the aggregate losses, claims, damages or liabilities to which they may be subject (after contribution from others) (x) in such proportion as is appropriate to reflect the relative fault of the indemnifying party on the one hand and the indemnified party on the other or (y) if the allocation provided by clause (x) above is not permitted by applicable law, or provides a lesser sum to the indemnified party than the amount hereinafter calculated, in such proportion as is appropriate to reflect not only the relative fault referred to in clause (x) above but also the relative benefits received by the indemnifying party and the indemnified party from the registration of the Shares as well as the statements or omissions which resulted in such losses, claims, damages or liabilities and any other relevant equitable considerations. Purchaser will not be required to contribute any amount in excess of the proceeds received from the sale of his Shares covered by the Registration Statement and no person or entity guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) will be entitled to contribution from any person or entity who was not guilty of such fraudulent misrepresentation.

(v) The obligations of Issuer and Purchaser under this Section 11(d) shall survive completion of any offering of Shares pursuant to a Registration Statement and the termination of Issuer's obligations under Section 11(a). No indemnifying party, in the defense of any such claim or litigation, shall, except with the consent of each indemnified party, consent to entry of any judgment or enter into any settlement which does not include as an unconditional term thereof the giving by the claimant or plaintiff to such indemnified party of a release from all liability in respect to such claim or litigation.

12. Each party hereto will execute and deliver to any other party, from time to time, for no additional consideration and at no additional cost to the requesting party, such further assignments, certificates, instruments, records, and other documents, assurances or things as may be reasonably necessary, to give full effect to this Agreement and to allow each party fully to enjoy and exercise the rights accorded and acquired

13. Notices. All notices, claims, demands and other communications hereunder shall be in writing and shall be deemed given: (i) in the case of a facsimile transmission, upon the next business day following confirmation of transmission, (ii) in the case of delivery by a standard overnight carrier, upon the date of delivery indicated in the records of such carrier, (iii) in the case of delivery by hand, when delivered by hand, or (iv) in the case of delivery by

first class mail, upon the expiration of five business days after the date mailed by registered or certified mail (return receipt requested), addressed to the respective parties at the addresses shown below.

(i) If to Issuer to:

G-III Apparel Group, Ltd.
512 Seventh Avenue
New York, New York 10018
Fax: (212) 719-0921
Attn: Wayne Miller

with a copy to:

Neil Gold, Esq.
Fulbright & Jaworski L.L.P.
666 Fifth Avenue
New York, New York 10103
Fax: (212) 318-3400

(ii) If to Purchaser to:

Richard Madris
7 Deer Ridge Lane
Armonk, New York 10504

with a copy to:

Michael Goldsmith, Esq.
Silverberg Stonehill & Goldsmith, P.C.
111 West 40th Street, 33rd Floor
New York, New York

or at such other address as a party shall specify by notice to the other parties.

14. Headings and Entire Agreement. The section and subsection headings do not constitute any part of this Agreement and are inserted herein for convenience of reference only. This Agreement embodies the entire agreement between the parties with respect to the subject

-7-

matter hereof and supersedes and preempts all prior oral and written understandings and agreements with respect to the subject matter hereof. It may not be amended, modified or changed orally, but only in writing signed by the party against whom enforcement of any amendment, modification, change, waiver, extension or discharge is sought.

15. Waiver. No waiver of a breach of, or default under, any provision of this Agreement shall be deemed a waiver of such provision or of any subsequent breach or default of the same or similar nature or of any other provision or condition of this Agreement.

16. Binding Effect and Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties and their successors and assigns. No party may assign any obligation under this Agreement except with the prior written consent of the other.

17. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one agreement.

18. Governing Law. This Agreement is to be governed by and interpreted under the laws of the State of New York, without giving effect to the principles of conflicts of laws thereof.

[remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Share Purchase Agreement on the day and year first written above.

G-III APPAREL GROUP, LTD.

/s/ Wayne Miller

By: Wayne S. Miller
Title: Chief Operating and
Financial Officer

/s/ Richard Madris

Richard Madris

SHARE PURCHASE AGREEMENT

SHARE PURCHASE AGREEMENT, dated as of July 11, 2005, by and between Geoffrey Freeman, an individual residing at 47 Montgomery Place, Brooklyn, New York 11215 ("Purchaser") and G-III Apparel Group, Ltd., a Delaware corporation ("Issuer").

W I T N E S S E T H:
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WHEREAS, Purchaser and Issuer desire to provide for the purchase by Purchaser from Issuer of shares of its common stock, \$.01 par value per share (the "Common Stock") on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. Issuer hereby sells to Purchaser, and Purchaser hereby purchases from Issuer, Ten Thousand (10,000) shares of Common Stock (the "Shares") at a purchase price of \$7.50 per share (or aggregate consideration of Seventy Five Thousand Dollars (\$75,000)).

Issuer Representation and Warranty

2. Issuer hereby represents and warrants to Purchaser that, when issued, the Shares will be duly and validly authorized, fully paid and non-assessable shares of Common Stock of the Issuer.

Purchaser Representations and Warranties

3. Purchaser acknowledges that his representations and warranties contained herein are being relied upon by Issuer as a basis for the exemption of the issuance of the Shares hereunder from the registration requirements of the Securities Act of 1933, as amended (the "Securities Act") and any applicable state securities laws.

4. Purchaser understands that (i) the Shares are not registered under the Securities Act or any state securities laws by reason of their issuance in a transaction exempt from the registration requirements of the Securities Act and applicable state securities laws and (ii) the Shares must be held indefinitely unless a subsequent disposition thereof is registered under the Securities Act and applicable state securities laws or is exempt from such registration.

5. Purchaser is acquiring the Shares for his own account and not with a view to, or for sale in connection with, directly or indirectly, any distribution thereof that would require registration under the Securities Act or applicable state securities laws or would otherwise violate the Securities Act or such state securities laws.

6. Purchaser has relied upon independent investigations made by him or his representatives and is fully familiar with the business, results of operations, financial condition, prospects and other affairs of Issuer and realizes that the Shares are a speculative investment involving a high degree of risk for which there is no assurance of any return.

7. Purchaser has such knowledge and experience in financial and business affairs, including investing in companies similar to Issuer, and is capable of determining the information necessary to make an informed investment decision, of requesting such information from the Issuer, and of utilizing the information that it has received from the Issuer to evaluate the merits and risks of his investment in the Shares and is able to bear the economic risk of his investment in the Shares, and understands that he must do so for an indefinite period of time.

8. Purchaser and his attorneys, accountants, investment and financial

advisors, if any, have been provided access to such information about the Issuer as he or his advisors, if any, have requested.

9. Purchaser is an "accredited investor" as defined in Regulation D under the Securities Act.

10. Purchaser understands that, until the Shares are registered under the Securities Act or until a sale pursuant to the provisions of Rule 144 under the Securities Act, the Shares will bear the following legend (or a substantially similar legend):

"THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR QUALIFIED UNDER ANY STATE SECURITIES LAWS. THE SECURITIES MAY NOT BE OFFERED, SOLD, TRANSFERRED OR OTHERWISE DISPOSED OF WITHOUT SUCH REGISTRATION OR THE DELIVERY TO THE COMPANY OF AN OPINION OF COUNSEL, REASONABLY SATISFACTORY TO THE COMPANY, THAT SUCH DISPOSITION WILL NOT REQUIRE REGISTRATION OF SUCH SECURITIES UNDER THE SECURITIES ACT OF 1933, AS AMENDED."

Delivery of Shares, Registration Rights and Indemnification

11. As soon as reasonably practicable following the date hereof, Issuer will deliver to Purchaser a certificate representing the Shares and bearing the legend set forth above.

(a) Issuer shall:

(i) as promptly as practicable after the date hereof (and in no event more than 60 days from the date hereof), prepare and file with the SEC a registration statement on Form S-3 or other appropriate form (the "Registration Statement") relating to the resale of the Shares by Purchaser;

(ii) use its reasonable efforts, subject to receipt of necessary information from Purchaser, to cause the SEC to declare the Registration Statement effective as promptly as practicable after the Registration Statement is filed by Issuer;

(iii) promptly prepare and file with the SEC (and provide notice to Purchaser of any such filing) such amendments and supplements to the Registration Statement and the prospectus used in connection therewith as may be necessary to keep the Registration Statement effective until the earlier of (A) the date all of the Shares

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covered by the Registration Statement have been sold by Purchaser, or (B) the date that is the first anniversary of the date of this Agreement;

(iv) furnish to Purchaser such number of copies of prospectuses as Purchaser may reasonably request in order to facilitate the public sale or other disposition by Purchaser pursuant to the Registration Statement of all or any of the Shares owned by Purchaser;

(v) notify Purchaser at any time when a prospectus relating to the Shares is required to be delivered under the Securities Act of the happening of any event as a result of which the prospectus included in such Registration Statement, as then in effect, includes an untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein not misleading in the light of the circumstances then existing. Issuer will use reasonable efforts to amend or supplement such prospectus in order to cause such prospectus not to include any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading in the light of the circumstances then existing; provided, however, that Issuer, in good faith, may delay the filing of any such amendment or supplement for a reasonable period of time in order to permit Issuer (A) to effect disclosure or disposition or consummation of any transaction requiring confidential treatment which is being actively pursued at such time and which would require disclosure in the Registration Statement or (B) to negotiate, effect or complete any transaction which Issuer reasonably believes might be jeopardized, delayed

or made more costly to Issuer by disclosure in the Registration Statement;
and

(vi) bear all expenses in connection with the procedures set forth in this Section 11(a) and the registration of the Shares pursuant to the Registration Statement, other than fees and expenses, if any, of counsel and other advisers to Purchaser or underwriting discounts, brokerage fees and commissions incurred by Purchaser, if any.

(b) (i) Notwithstanding the generality of the foregoing clauses, Purchaser agrees that upon notice from Issuer at any time or from time to time during the time the prospectus relating to the Shares covered by the Registration Statement and proposed to be sold by Purchaser is required to be delivered under the Securities Act of the happening of any event as a result of which, in Issuer's opinion after consultation with its counsel, the prospectus included in the Registration Statement, as then in effect, includes an untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein not misleading in light of the circumstances then existing, Purchaser will forthwith discontinue Purchaser's disposition of Shares pursuant to the Registration Statement until the time of such Purchaser's receipt of a supplement to or an amendment of such prospectus as may be necessary so that, as thereafter delivered to the purchaser of Shares, such prospectus shall not include, in the Issuer's opinion after consultation with its counsel, an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading in light of the circumstances then existing.

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(ii) Purchaser shall furnish Issuer such information regarding such Purchaser and the distribution of the Shares covered by the Registration Statement as Issuer may from time to time reasonably request in writing.

(iii) Purchaser agrees to give at least five (5) business days' prior written notice to Issuer of any proposed sale of Shares covered by the Registration Statement pursuant to the Registration Statement and not to make such sale (A) unless such five (5) business days elapse without a Response (as hereinafter defined) from Issuer, or (B) in the event that during such five (5) business day period the Issuer sends Purchaser written notice stating that an amendment to the Registration Statement or supplement to the prospectus must be filed in accordance with the second sentence of Section 11(a) (v) (a "Response"), until Issuer notifies Purchaser that the Registration Statement has been amended or the prospectus supplemented as required; provided, however, that Issuer agrees to file such amendment or supplement promptly upon the resolution of the disclosure issue necessitating such delay.

(c) Issuer will use reasonable efforts to cause the Shares covered by and to be sold pursuant to the Registration Statement to be eligible for quotation on the Nasdaq Stock Market or listed on any national securities exchange on which shares of Common Stock are then quoted or listed.

(d) (i) In the event of a registration of any of the Shares under the Securities Act pursuant to this Section 11, Issuer will, to the extent permitted by applicable law, indemnify and hold harmless Purchaser against all losses, claims, damages or liabilities, joint or several, to which Purchaser may become subject under the Securities Act, the Exchange Act or any other federal or state statutory law or regulation, or at common law or otherwise (including in settlement of any litigation, if such settlement is effected with the written consent of Issuer), insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon any untrue statement or alleged untrue statement of any material fact contained in the Registration Statement, including the prospectus, financial statements and schedules, and all other documents filed as a part thereof, as amended at the time of effectiveness of the Registration Statement, including any information deemed to be a part thereof as of the time of effectiveness pursuant to paragraph (b) of SEC Rule 430A, or pursuant to SEC Rule 434, or the prospectus, in the form first filed with the SEC pursuant to SEC Rule 424(b), or filed as part of the Registration Statement at the time of effectiveness if no Rule 424(b) filing is required, or any amendment or supplement thereto, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be

stated therein or necessary to make the statements therein not misleading, and will reimburse Purchaser for any legal or other expenses reasonably incurred by Purchaser in connection with investigating, defending, settling, compromising or paying any such loss, claim, damage, liability or action; provided, however, that Issuer will not be liable in any such case if and to the extent that any such loss, claim, damage or liability arises out of or is based upon an untrue statement or alleged untrue statement or omission or alleged omission so made in conformity with information furnished in writing by Purchaser specifically for use in such Registration Statement. For purposes of this Section 11(d), the term "Registration Statement" shall include any final prospectus, exhibit, supplement or amendment included in or relating to, and any document incorporated by reference in, the Registration Statement referred to in Section 11(a).

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(ii) Purchaser will, to the extent permitted by applicable law, indemnify and hold harmless Issuer, each Person who controls Issuer within the meaning of the Securities Act, each officer of Issuer who signs the Registration Statement and each director of Issuer, against all losses, claims, damages or liabilities, joint or several, to which Issuer or such officer or director may become subject under the Securities Act, the Exchange Act or any other federal or state statutory law or regulation, or at common law or otherwise (including in settlement of any litigation, if such settlement is effected with the written consent of Purchaser), insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon any untrue statement or alleged untrue statement of any material fact contained in the Registration Statement or any amendment or supplement thereof, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, and will reimburse Issuer and each such officer, director or controlling Person for any legal or other expenses reasonably incurred by them in connection with investigating or defending any such loss, claim, damage, liability or action; provided, however, that Purchaser will be liable hereunder in any such case if and only to the extent that any such loss, claim, damage or liability arises out of or is based upon an untrue statement or alleged untrue statement of a material fact or omission or alleged omission of a material fact made in reliance upon and in conformity with information pertaining to Purchaser furnished in writing to Issuer by Purchaser specifically for use in the Registration Statement; and provided further, however, that the liability of Purchaser hereunder shall not in any event exceed the proceeds received from the sale of Purchaser's Shares covered by such Registration Statement.

(iii) Promptly after receipt by an indemnified party under this Section 11(d) of notice of the threat or commencement of any action, such indemnified party will, if a claim in respect thereof is to be made against an indemnifying party under this Section 11(d), promptly notify the indemnifying party in writing thereof, but the omission to so notify the indemnifying party will not relieve it from any liability which it may have to any indemnified party for contribution or otherwise than under the indemnity agreement contained in this Section 11(d) to the extent it is not prejudiced as a result of such failure. In case any such action is brought against any indemnified party and such indemnified party seeks or intends to seek indemnity from an indemnifying party, the indemnifying party will be entitled to participate in, and, to the extent that it may wish, jointly with all other indemnifying parties similarly notified, to assume the defense thereof with counsel reasonably satisfactory to such indemnified party; provided, however, if the defendants in any such action include both the indemnified party and the indemnifying party and the indemnified party shall have reasonably concluded that there may be a conflict between the positions of the indemnifying party and the indemnified party in conducting the defense of any such action or that there may be legal defenses available to it and/or other indemnified parties which are different from or additional to those available to the indemnifying party, the indemnified party or parties shall have the right to select separate counsel to assume such legal defenses and to otherwise participate in the defense of such action on behalf of such indemnified party or parties. Upon receipt of notice from the indemnifying party to such indemnified party of its election so to assume the defense of such action and approval by the indemnified party of counsel, the

indemnifying party will not be liable to such indemnified party under this Section 11(d) for any legal or other expenses subsequently incurred by such indemnified party in connection with the defense thereof unless (A) the indemnified party shall have employed such counsel in connection with the assumption of legal defenses in accordance with the proviso to the preceding sentence or (B) the indemnified party shall not have employed counsel reasonably satisfactory to the indemnifying party to represent the indemnified party within a reasonable time after notice of commencement of action, in each of which cases the reasonable fees and expenses of counsel shall be at the expense of the indemnifying party.

(iv) In order to provide for just and equitable contribution to joint liability under the Securities Act in any case in which either (A) any indemnified party exercising rights under this Agreement makes a claim for indemnification pursuant to this Section 11(d) but it is judicially determined (by the entry of a final judgment or decree by a court of competent jurisdiction and the expiration of time to appeal or the denial of the last right of appeal) that such indemnification may not be enforced in such case notwithstanding the fact that this Section 11 provides for indemnification in such case, (B) contribution under the Securities Act may be required on the part of any such indemnified party in circumstances for which indemnification is provided under this Section 11, or (C) the indemnification provided for by this Section 11 is insufficient to hold harmless an indemnified party, other than by reason of the exceptions provided therein, then, and in each such case, Issuer and Purchaser will contribute to the aggregate losses, claims, damages or liabilities to which they may be subject (after contribution from others) (x) in such proportion as is appropriate to reflect the relative fault of the indemnifying party on the one hand and the indemnified party on the other or (y) if the allocation provided by clause (x) above is not permitted by applicable law, or provides a lesser sum to the indemnified party than the amount hereinafter calculated, in such proportion as is appropriate to reflect not only the relative fault referred to in clause (x) above but also the relative benefits received by the indemnifying party and the indemnified party from the registration of the Shares as well as the statements or omissions which resulted in such losses, claims, damages or liabilities and any other relevant equitable considerations. Purchaser will not be required to contribute any amount in excess of the proceeds received from the sale of his Shares covered by the Registration Statement and no person or entity guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) will be entitled to contribution from any person or entity who was not guilty of such fraudulent misrepresentation.

(v) The obligations of Issuer and Purchaser under this Section 11(d) shall survive completion of any offering of Shares pursuant to a Registration Statement and the termination of Issuer's obligations under Section 11(a). No indemnifying party, in the defense of any such claim or litigation, shall, except with the consent of each indemnified party, consent to entry of any judgment or enter into any settlement which does not include as an unconditional term thereof the giving by the claimant or plaintiff to such indemnified party of a release from all liability in respect to such claim or litigation.

12. Each party hereto will execute and deliver to any other party, from time to time, for no additional consideration and at no additional cost to the requesting party, such further assignments, certificates, instruments, records, and other documents, assurances or things as may be reasonably necessary, to give full effect to this Agreement and to allow each party fully to enjoy and exercise the rights accorded and acquired

13. Notices. All notices, claims, demands and other communications hereunder shall be in writing and shall be deemed given: (i) in the case of a facsimile transmission, upon the next business day following confirmation of transmission, (ii) in the case of delivery by a standard overnight carrier, upon the date of delivery indicated in the records of such carrier, (iii) in the case of delivery by hand, when delivered by hand, or (iv) in the case of delivery by

first class mail, upon the expiration of five business days after the date mailed by registered or certified mail (return receipt requested), addressed to the respective parties at the addresses shown below.

(i) If to Issuer to:

G-III Apparel Group, Ltd.
512 Seventh Avenue
New York, New York 10018
Fax: (212) 719-0921
Attn: Wayne Miller

with a copy to:

Neil Gold, Esq.
Fulbright & Jaworski L.L.P.
666 Fifth Avenue
New York, New York 10103
Fax: (212) 318-3400

(ii) If to Purchaser to:

Geoffrey Freeman
47 Montgomery Place
Brooklyn, New York 11215

with a copy to:

Michael Goldsmith, Esq.
Silverberg Stonehill & Goldsmith, P.C.
111 West 40th Street, 33rd Floor
New York, New York

or at such other address as a party shall specify by notice to the other parties.

14. Headings and Entire Agreement. The section and subsection headings do not constitute any part of this Agreement and are inserted herein for convenience of reference only. This Agreement embodies the entire agreement between the parties with respect to the subject

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matter hereof and supersedes and preempts all prior oral and written understandings and agreements with respect to the subject matter hereof. It may not be amended, modified or changed orally, but only in writing signed by the party against whom enforcement of any amendment, modification, change, waiver, extension or discharge is sought.

15. Waiver. No waiver of a breach of, or default under, any provision of this Agreement shall be deemed a waiver of such provision or of any subsequent breach or default of the same or similar nature or of any other provision or condition of this Agreement.

16. Binding Effect and Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties and their successors and assigns. No party may assign any obligation under this Agreement except with the prior written consent of the other.

17. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one agreement.

18. Governing Law. This Agreement is to be governed by and interpreted under the laws of the State of New York, without giving effect to the principles of conflicts of laws thereof.

[remainder of this page intentionally left blank]

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IN WITNESS WHEREOF, the parties hereto have executed this Share Purchase Agreement on the day and year first written above.

G-III APPAREL GROUP, LTD.

/s/ Wayne Miller

By: Wayne S. Miller
Title: Chief Operating and
Financial Officer

/s/ Geoffrey Freeman

Geoffrey Freeman

EXHIBIT 23.1

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the reference to our firm under the caption "Experts" in the Registration Statement on Amendment No. 1 to Form S-3 (File No. 333-128239) and related Prospectus of G-III Apparel Group, Ltd. for the registration of 581,666 shares of its common stock, and to the incorporation by reference therein of our report dated March 14, 2005, with respect to the consolidated financial statements and schedule of G-III Apparel Group, Ltd. included in its Annual Report on Form 10-K for the year ended January 31, 2005, filed with the Securities and Exchange Commission.

Ernst & Young LLP
October 5, 2005

EXHIBIT 23.3

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the reference to our firm under the caption "Experts" in the Registration Statement on Amendment No. 1 to Form S-3 (File No. 333-128239) and related Prospectus of G-III Apparel Group, Ltd. for the registration of 581,666 shares of its common stock, and to the incorporation by reference therein of our report dated September 13, 2005, relating to our audit of the combined financial statements of J. Percy for Marvin Richards, Ltd. and CK Outerwear, LLC as of December 31, 2004 and the related combined statements of operations, owners' equity, and cash flows for the year then ended, included in G-III Apparel Group, Ltd.'s Form 8-K/A filed with the Securities and Exchange Commission on September 27, 2005.

Eisner LLP
October 5, 2005