

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, D.C. 20549

FORM 8-K

**CURRENT REPORT
Pursuant to Section 13 or 15(d)
of the Securities Exchange Act of 1934**

Date of report (Date of earliest event reported): October 11, 2019

Lifetime Brands, Inc.

(Exact Name of Registrant as Specified in Its Charter)

Delaware
(State or Other Jurisdiction
of Incorporation)

0-19254
(Commission
File Number)

11-2682486
(IRS Employer
Identification No.)

1000 Stewart Avenue, Garden City, New York 11530
(Address of Principal Executive Offices) (Zip Code)

516-683-6000
(Registrant's Telephone Number, Including Area Code)

N/A
(Former Name or Former Address, if Changed Since Last Report)

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

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

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, \$0.01 par value	LCUT	The NASDAQ Global Select Market

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 1.01. Entry into a Material Definitive Agreement.

On October 11, 2019, Lifetime Brands, Inc. (the “Company”) and Taylor Parent, LLC (“Taylor Parent”) entered into an amendment (the “Stockholders Agreement Amendment”) to that certain Stockholders Agreement, dated as of March 2, 2018 (the “Stockholders Agreement”), by and between the Company and Taylor Parent. The Stockholders Agreement Amendment provides that certain actions that the Stockholders Agreement restricts the Company from taking (the “Company Actions”) may be permitted with the consent of Taylor Parent, which consent shall not be unreasonably withheld, conditioned or delayed. The Stockholders Agreement Amendment replaces the requirement in the Stockholders Agreement that the Company obtain the consent of certain directors selected by Taylor Parent for election to the Company’s board of directors prior to taking such Company Actions.

The information provided in this Item 1.01 is qualified in its entirety by reference to the terms of the Stockholders Agreement Amendment attached hereto as Exhibit 10.1 and incorporated herein by reference.

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

On October 11, 2019, the Company entered into amendments (the “Employment Agreement Amendments”) to the existing effective employment agreements (the “Employment Agreements”) between the Company and each of Robert Kay, Jeffrey Siegel, Laurence Winoker and Daniel Siegel (the “Executive Officers”).

The Employment Agreement Amendments amend the annual bonus provisions of each of the Employment Agreements to provide that for the year ending December 31, 2019 and each year thereafter, the portion of each Executive Officer’s annual bonus based on Company performance shall be determined based upon the Company’s Adjusted EBITDA (as defined in each of the Employment Agreement Amendments). The Employment Agreement Amendments also make certain technical changes.

On October 11, 2019, the Company also entered into an amendment (the “Siegel 2020 Amendment”) to the employment agreement between the Company and Jeffrey Siegel, which becomes effective on January 1, 2020 (the “Siegel 2020 Employment Agreement”), to make certain technical changes to the calculation of Adjusted EBITDA for purposes of the portion of Mr. Siegel’s annual bonus based on Company performance provided under the Siegel 2020 Employment Agreement.

The information provided in this Item 5.02 is qualified in its entirety by reference to the terms of each of the Employment Agreement Amendments attached hereto as Exhibits 10.2, 10.3, 10.4 and 10.5 and the Siegel 2020 Amendment attached hereto as Exhibit 10.6, each of which is incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

See the Exhibit Index below, which is incorporated by reference herein.

EXHIBIT INDEX

- 10.1 [Amendment, dated October 11, 2019, to that certain Stockholders Agreement, dated as of March 2, 2018, by and between Lifetime Brands, Inc. and Taylor Parent, LLC](#)
- 10.2 [Amendment, dated October 11, 2019, to the Employment Agreement, dated as of December 22, 2017, by and between Lifetime Brands, Inc. and Robert Kay](#)

- 10.3 [Second Amendment, dated October 11, 2019, to the Third Amended and Restated Employment Agreement, dated as of January 12, 2017, as further amended on November 8, 2017, by and between Lifetime Brands, Inc. and Jeffrey Siegel](#)
- 10.4 [Second Amendment, dated October 11, 2019, to the Amended and Restated Employment Agreement, dated as of September 10, 2015, as further amended on November 8, 2017, by and between Lifetime Brands, Inc. and Laurence Winoker](#)
- 10.5 [Amendment, dated October 11, 2019, to the Employment Agreement, dated as of November 8, 2017, by and between Lifetime Brands, Inc. and Daniel Siegel](#)
- 10.6 [First Amendment, dated October 11, 2019, to the Fourth Amended and Restated Employment Agreement, dated as of June 27, 2019, by and between Lifetime Brands, Inc. and Jeffrey Siegel](#)

SIGNATURES

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

Lifetime Brands, Inc.

By: /s/ Laurence Winoker

Laurence Winoker

Senior Vice President – Finance, Treasurer
and Chief Financial Officer

Date: October 15, 2019

AMENDMENT TO STOCKHOLDERS AGREEMENT

This **AMENDMENT TO STOCKHOLDERS AGREEMENT** (this "Amendment"), dated as of October 11, 2019, is made by and between Lifetime Brands, Inc., a Delaware corporation ("Lifetime") and Taylor Parent, LLC, a Delaware limited liability company ("Taylor Parent" and, together with Lifetime, the "Parties"), pursuant to Section 8(f) of that certain Stockholders Agreement, dated as of March 2, 2018 (as amended, the "Stockholders Agreement").

WHEREAS, the Parties desire to amend the Stockholders Agreement pursuant to and on the terms hereinafter set forth.

In consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Amendment to the Stockholders Agreement. The Stockholders Agreement is hereby amended as follows:

a. The first paragraph of Section 6 of the Stockholders Agreement through and including the first colon therein is hereby deleted and replaced in its entirety with the following new first paragraph of Section 6 through the first colon:

"During the term of this Agreement, for so long as Taylor Parent, together with its Permitted Transferees, Beneficially Owns Common Stock constituting not less than 50% of the Equity Consideration and Taylor Parent Designees serve as Directors on the Board, neither the Company nor any of its Subsidiaries shall, without the prior written consent of Taylor Parent, which consent shall not be unreasonably withheld, conditioned or delayed, take any of the following actions:"

2. The Stockholders Agreement. The Parties acknowledge and agree that this Amendment is an integral part of the Stockholders Agreement. Notwithstanding any provision of the Stockholders Agreement to the contrary, in the event of any conflict between this Amendment and the Stockholders Agreement or any part of either of them, the terms of this Amendment shall control. Any reference to the "Stockholders Agreement" contained herein or in the Stockholders Agreement shall mean the Stockholders Agreement, including and as amended by this Amendment, and any other amendment or addendum to either the Stockholders Agreement or this Amendment.

3. General Provisions.

(a) Counterparts. This Amendment may be executed in one or more counterparts for the convenience of the Parties, each of which shall be deemed an original and all of which together will constitute one and the same instrument. Facsimile and .pdf signatures shall be treated as original signatures for all purposes hereunder.

(b) Other Provisions Unaffected. Except as specifically amended herein, the provisions of the Stockholders Agreement shall remain in full force and effect.

(c) Governing Law. This Amendment will be governed by, and construed and interpreted in accordance with, the laws of the State of Delaware (without giving effect to conflicts of laws principles) applicable to contracts executed in and to be performed in that State.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the duty authorized representative of the undersigned has caused this Amendment to Stockholders Agreement to be duly executed and delivered as of the day and year first above written.

TAYLOR PARENT, LLC

By: /s/ Michael Schnabel

Name: Michael Schnabel

Title: Senior Vice President

[Signature Page to Amendment to Stockholders Agreement]

**AMENDMENT TO THE
EMPLOYMENT AGREEMENT**

This Amendment (this "Amendment"), dated as of October 11, 2019 by and between LIFETIME BRANDS, INC., a Delaware Corporation (the "Company") and ROBERT B. KAY (the "Executive") shall become effective as of January 1, 2019 (the "Amendment Effective Date") and amends the Employment Agreement, dated as of December 22, 2017 (the "Employment Agreement") between the Company and the Executive. Capitalized terms used herein but not defined shall have the meanings ascribed to such terms in the Employment Agreement.

WHEREAS, the Company and the Executive have agreed upon certain changes to the Employment Agreement; and

WHEREAS, pursuant to Section 21 of the Employment Agreement, the Company and the Executive wish to amend the Employment Agreement as of the Amendment Effective Date to provide for these revised contractual terms;

NOW, THEREFORE, in consideration of Executive's continued employment with the Company and other good and sufficient consideration set forth herein, the Company and the Executive hereby agree as follows:

1. Section 2 of the Employment Agreement shall be amended as of the Amendment Effective Date to delete the first paragraph of Section 2(b) in its entirety and to delete Section 2(b)(i) in its entirety and replace each of the foregoing sections with the following:

“(b) Annual Bonuses. For each year during the Term commencing with the year ending December 31, 2019, the Executive shall receive an “Annual Adjusted EBITDA Performance Bonus” and an “Annual Individual Goal Bonus” determined as follows:

Annual Adjusted EBITDA Performance Bonus. The Compensation Committee of the Board (the “Compensation Committee”) shall prepare and deliver to the Executive within 90 days following the beginning of each year during the Term commencing with the year ending December 31, 2019 an Adjusted EBITDA Performance Bonus Table (the “Adjusted EBITDA Performance Bonus Table”) for such year under which (A) the Adjusted EBITDA (as defined in Section 9(a)) to be achieved by the Company for the Executive to obtain 100% of the Adjusted EBITDA Target Bonus shall be based on the annual budget for such year prepared by the management of the Company and approved by the Board and (B) the “Adjusted EBITDA Target Bonus” shall be 87.5% of the Base Salary payable to the Executive for such year. The threshold Adjusted EBITDA for such year shall be 84% of the target Adjusted EBITDA for such year which, if achieved, would entitle the Executive to receive 50% of the Adjusted EBITDA Target Bonus for such year consistent with the Adjusted EBITDA Performance Bonus Table for such year. The maximum Adjusted EBITDA for such year shall be 132% of the target Adjusted EBITDA for such year which, if achieved, would entitle the Executive to receive 200% of the Adjusted EBITDA Target Bonus for such year, consistent with the Adjusted EBITDA Performance Bonus Table for such year. The Executive shall be entitled to receive the sliding scale percentages of the Adjusted EBITDA Target Bonus set forth in the Adjusted EBITDA Performance Bonus Table based upon Adjusted EBITDA being more than the threshold

Adjusted EBITDA but less than the target Adjusted EBITDA, or more than the target Adjusted EBITDA but less than the maximum Adjusted EBITDA; provided, however, that notwithstanding anything to the contrary contained in this Agreement, the Annual Adjusted EBITDA Performance Bonus for any such year shall be zero if the Adjusted EBITDA achieved by the Company for such year is less than the threshold Adjusted EBITDA for such year, and in no event shall an Annual Adjusted EBITDA Performance Bonus for any such year be more than 200% of the Adjusted EBITDA Target Bonus for such year even if the Adjusted EBITDA achieved by the Company for such year exceeds the maximum Adjusted EBITDA for such year. The Company shall pay the Annual Adjusted EBITDA Performance Bonus earned by the Executive for each year in the immediately following year, no later than March 15. Any bonuses payable by the Company to the Executive pursuant to this Section 2(b)(i) shall be awarded under and subject to the terms of the Company's 2000 Incentive Bonus Compensation Plan, as amended from time to time (the "Bonus Plan") or any successor thereto, subject to any approval of shareholders of the Company, if required by Section 162(m) of the Internal Revenue Code of 1986, as amended (the "Code")."

2. Section 9(a) of the Employment Agreement shall be amended as of the Amendment Effective Date to delete it in its entirety replace it with the following:

"(a) For purposes of this Agreement, the term "Adjusted EBITDA", as it applies to any particular year, means that amount for such year equal to the Company's Earnings before Interest, Taxes, Depreciation, and Amortization, as determined by the Company and derived from the Company's audited financial statements, subject to such modifications as are set forth in the Annual Adjusted EBITDA Performance Bonus Table for such year."

3. As of the Amendment Effective Date, each reference to "Annual Adjusted IBIT Performance Bonus" throughout the Employment Agreement shall be deleted and replaced with the following: "Annual Adjusted EBITDA Performance Bonus."

4. The Employment Agreement, as amended by this Amendment, constitutes the entire and exclusive agreement between the parties with respect to the subject matter hereof. All previous discussions and agreements with respect to the subject matter of this Amendment are superseded by this Amendment.

5. Except as expressly amended hereby, all the terms, conditions, and provisions of the Employment Agreement, as amended, shall remain in full force and effect. This Amendment shall form a part of the Employment Agreement for all purposes.

6. This Amendment may be executed in counterparts and by facsimile or other electronic means, including by portable document format (PDF), each of which shall be deemed to have the same legal effect as an original and together shall constitute one and the same instrument.

7. The Company represents and warrants that it has the full power and authority to enter into this Amendment.

[The remainder of this page is intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year first written above.

LIFETIME BRANDS, INC.

By: /s/ Jeffrey Siegel

Name: Jeffrey Siegel

Title: Chairman

EXECUTIVE

/s/ Robert B. Kay

Robert B. Kay

**SECOND AMENDMENT TO THE
THIRD AMENDED AND RESTATED EMPLOYMENT AGREEMENT**

This Second Amendment (this "Amendment"), dated as of October 11, 2019 by and between LIFETIME BRANDS, INC., a Delaware Corporation (the "Company") and JEFFREY SIEGEL (the "Executive") shall become effective as of January 1, 2019 (the "Second Amendment Effective Date") and further amends the Third Amended and Restated Employment Agreement, dated as of January 12, 2017, which was last amended on November 8, 2017 (the "Employment Agreement") between the Company and the Executive. Capitalized terms used herein but not defined shall have the meanings ascribed to such terms in the Employment Agreement.

WHEREAS, the Company and the Executive have agreed upon certain changes to the Employment Agreement; and

WHEREAS, pursuant to Section 8(g) of the Employment Agreement, the Company and the Executive wish to amend the Employment Agreement as of the Second Amendment Effective Date to provide for these revised contractual terms;

NOW, THEREFORE, in consideration of Executive's continued employment with the Company and other good and sufficient consideration set forth herein, the Company and the Executive hereby agree as follows:

1. Section 4 of the Employment Agreement shall be amended as of the Second Amendment Effective Date to delete the first paragraph of Section 4(b) in its entirety and to delete Section 4(b)(i) in its entirety and replace each of the foregoing sections with the following:

"(b) Annual Bonuses. For each year during the Term commencing with the year ending December 31, 2019, the Executive shall receive an "Annual Adjusted EBITDA Performance Bonus" and an "Annual Individual Goal Bonus" determined as follows:

(i) Annual Adjusted EBITDA Performance Bonus. The Compensation Committee of the Board (the "Compensation Committee") shall prepare and deliver to the Executive within 90 days following the beginning of each year during the Term commencing with the year ending December 31, 2019 an Adjusted EBITDA Performance Bonus Table (the "Adjusted EBITDA Performance Bonus Table") for such year under which (A) the Adjusted EBITDA (as defined below) to be achieved by the Employer for the Executive to obtain 100% of the Adjusted EBITDA Target Bonus shall be based on the annual budget for such year prepared by the management of the Employer and approved by the Board and (B) the "Adjusted EBITDA Target Bonus" shall be 100% of the Base Salary payable to the Executive for such year. The threshold Adjusted EBITDA for such year shall be 84% of the target Adjusted EBITDA for such year which, if achieved, would entitle the Executive to receive 50% of the Adjusted EBITDA Target Bonus for such year consistent with the Adjusted EBITDA Performance Bonus Table for such year. The maximum Adjusted EBITDA for such year shall be 132% of the target Adjusted EBITDA for such year which, if achieved, would entitle the Executive to receive 200% of the Adjusted EBITDA Target Bonus for such year, consistent with the Adjusted EBITDA Performance Bonus Table for such year. The Executive shall be entitled to receive the sliding scale percentages of the Adjusted EBITDA

Target Bonus set forth in the Adjusted EBITDA Performance Table based upon the Adjusted EBITDA being more than the threshold Adjusted EBITDA but less than the target Adjusted EBITDA, or more than the target Adjusted EBITDA but less than the maximum Adjusted EBITDA.

Notwithstanding anything to the contrary contained in this Agreement, the Annual Adjusted EBITDA Performance Bonus for any such year will be zero if the Adjusted EBITDA achieved by the Employer for such year is less than the threshold Adjusted EBITDA for such year, and in no event will an Annual Adjusted EBITDA Performance Bonus for such year be more than 200% of the Adjusted EBITDA Target Bonus for such year even if the Adjusted EBITDA achieved by the Employer for such year exceeds the maximum Adjusted EBITDA for such year.

The Employer shall pay in each of the immediate following years to the Executive the Adjusted EBITDA Performance Bonus earned by the Executive for such preceding year within ten days of the Employer filing its Annual Report on Form 10-K for such preceding year with the Securities and Exchange Commission; provided, however if the date established by the Internal Revenue Service (the "IRS Payment Date") by which such payment must be made in order for the Employer to deduct the amount of the Adjusted EBITDA Performance Bonus for such year is earlier, the Employer shall pay, (i) if the Employer can determine such amount by the IRS Payment Date, such amount prior to the IRS Payment date or (ii) if the Employer cannot determine such amount by the IRS Payment Date, 90% of the Employer's good faith estimate of such amount by the IRS Payment Date and the balance, if any, as soon thereafter as the Employer can determine such amount. If, however, 90% of the Employer's good faith estimate of such amount is more than the Adjusted EBITDA Performance Bonus for such year, the Executive shall promptly return such excess to the Employer as soon as the Employer shall notify the Executive of the amount of such excess.

The bonuses payable by the Employer to the Executive pursuant to this clause (i) shall be awarded under and subject to the terms of the Employer's 2000 Incentive Bonus Compensation Plan or any successor plan (the "Plan"); provided, however, if the Employer shall determine that such bonuses would not qualify under the terms of the Plan, the Employer shall use its best efforts to amend the Plan so that such bonuses would qualify under the terms of the Plan; provided further, however, if the Employer is unable to so amend the Plan, the Employer shall enter into another financial arrangement with the Executive to provide the Executive with the same economic benefit, on an after-tax basis, as the Executive would have received if such bonuses had qualified under the terms of the Plan.

For purposes of this Agreement, the term "Adjusted EBITDA", as it applies to any particular year, means that amount for such year equal to the Employer's Earnings before Interest, Taxes, Depreciation, and Amortization, as determined by the Employer and derived from the Employer's audited financial statements, subject to such modifications as are set forth in the Annual Adjusted EBITDA Performance Bonus Table for such year.

If the Executive's employment is terminated on or prior to June 30 of a calendar year (w) by the Employer for any reason other than Cause, (x) by the Executive for Good Reason, (y) by the Employer or the Executive due to the Executive's Disability, or (z) by reason of the Executive's death, any Annual Adjusted EBITDA Performance Bonus with respect to such year payable to the Executive or his estate, as the case may be, accrued to the date of termination of the Executive's employment shall be that amount equal to (1) the amount of the Annual Adjusted EBITDA Performance Bonus that would have been payable to the Executive if the Executive's employment had not been terminated during the year times (2) a fraction the numerator of which is the number of months elapsed during the year up to and including the month of termination of the Executive's employment and the denominator of which is 12.

If the Executive's employment is terminated on or following July 1 of a calendar year (w) by the Employer for any reason other than Cause, (x) by the Executive for Good Reason, (y) by the Employer or the Executive due to the Executive's Disability, or (z) by reason of the Executive's death, any Annual Adjusted EBITDA Performance Bonus with respect to such year payable to the Executive or his estate, as the case may be, accrued to the date of termination of the Executive's employment shall be that amount equal to the amount of the Annual Adjusted EBITDA Performance Bonus that would have been payable to the Executive with respect to such year if the Executive's employment had not been terminated during the year (without proration)."

2. As of the Second Amendment Effective Date, each reference to "Annual Adjusted IBIT Performance Bonus" throughout the Employment Agreement shall be deleted and replaced with the following: "Annual Adjusted EBITDA Performance Bonus."

3. The Employment Agreement, as amended by this Second Amendment, constitutes the entire and exclusive agreement between the parties with respect to the subject matter hereof. All previous discussions and agreements with respect to the subject matter of this Second Amendment are superseded by this Second Amendment.

4. Except as expressly amended hereby, all the terms, conditions, and provisions of the Employment Agreement, as amended, shall remain in full force and effect. This Second Amendment shall form a part of the Employment Agreement for all purposes.

5. This Second Amendment may be executed in counterparts and by facsimile or other electronic means, including by portable document format (PDF), each of which shall be deemed to have the same legal effect as an original and together shall constitute one and the same instrument.

6. The Company represents and warrants that it has the full power and authority to enter into this Amendment.

[The remainder of this page is intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year first written above.

LIFETIME BRANDS, INC.

By: /s/ Robert B. Kay

Name: Robert B. Kay

Title: CEO

EXECUTIVE

/s/ Jeffrey Siegel

Jeffrey Siegel

**SECOND AMENDMENT TO THE AMENDED AND RESTATED
EMPLOYMENT AGREEMENT**

This Second Amendment (this "Second Amendment"), dated as of October 11, 2019 by and between LIFETIME BRANDS, INC., a Delaware Corporation (the "Company") and LAURENCE WINOKER (the "Executive") shall become effective as of January 1, 2019 (the "Second Amendment Effective Date") and amends the Amended and Restated Employment Agreement, dated as of September 10, 2015, as amended by an Amendment dated as of November 8, 2017 (the "Employment Agreement") between the Company and the Executive. Capitalized terms used herein but not defined shall have the meanings ascribed to such terms in the Employment Agreement.

WHEREAS, the Company and the Executive have agreed upon certain changes to the Employment Agreement; and

WHEREAS, pursuant to Section 14(a) of the Employment Agreement, the Company and the Executive wish to amend the Employment Agreement as of the Second Amendment Effective Date to provide for these revised contractual terms;

NOW, THEREFORE, in consideration of Executive's continued employment with the Company and other good and sufficient consideration set forth herein, the Company and the Executive hereby agree as follows:

1. Section 3 of the Employment Agreement shall be amended as of the Second Amendment Effective Date to delete the first paragraph of Section 3(b) in its entirety and to delete Section 3(b)(i) in its entirety and replace each of the foregoing sections with the following:

"(b) Annual Bonus Opportunity For Years Ending December 31, 2019 and Thereafter. For each year during the Employment Term commencing with the year ending December 31, 2019, the Executive shall receive an Annual Adjusted EBITDA Performance Bonus and an Annual Individual Goal Bonus (each a "Performance Bonus") determined as follows:

(i) Annual Adjusted EBITDA Performance Bonus For Years Ending December 31, 2019 and Thereafter. For each year during the Employment Term of this Agreement commencing with the year ending December 31, 2019, the CEO shall prepare and deliver to the Executive within ninety (90) days following the beginning of such year an Adjusted EBITDA Performance Bonus Table for such year under which: (A) the Adjusted EBITDA to be achieved by the Company for the Executive to obtain 100% of the target bonus will be based on the annual budget for such year prepared by the management of the Company and approved by the Board of Directors of the Company; and (B) the target bonus payable upon achieving 100% of the target Adjusted EBITDA for such year will be 37.5% of the Base Salary payable to the Executive for such year. Similarly, the threshold Adjusted EBITDA for such year will be 84% of the target Adjusted EBITDA for such year which, if achieved, would entitle the Executive to receive 50% of the target bonus for such year consistent with the Adjusted EBITDA Performance Bonus Table for such year. The maximum Adjusted EBITDA for such year will be 116% of the target Adjusted EBITDA for such year which, if achieved, would entitle the Executive to receive 200% of the target bonus for such year, consistent with the Adjusted EBITDA Performance Table for such year. The Executive shall be entitled to receive the sliding

scale percentages of the target bonus set forth in the Adjusted EBITDA Performance Table based upon Adjusted EBITDA being more than the threshold Adjusted EBITDA but less than the target Adjusted EBITDA, or more than the target Adjusted EBITDA but less than the maximum Adjusted EBITDA; provided, however, notwithstanding anything to the contrary contained in this Agreement, the Adjusted EBITDA Performance Bonus for any such year will be zero if the Adjusted EBITDA achieved by the Company for such year is less than the threshold Adjusted EBITDA for such year, and in no event will an Adjusted EBITDA Performance Bonus for any such year be more than the maximum target bonus for such year even if the Adjusted EBITDA achieved by the Company for such year exceeds the maximum Adjusted EBITDA for such year.

The Company shall pay in each of the immediate following years to the Executive the Adjusted EBITDA Performance Bonus earned by the Executive for such preceding year within ten (10) days of the Company filing its Annual Report on Form 10-K for such preceding year with the Securities and Exchange Commission (or sooner to the extent necessary to satisfy any requirements of 409A); provided, however, if the date established by the Internal Revenue Service (the "IRS Payment Date") by which such payment must be made in order for the Company to deduct the amount of the Adjusted EBITDA Performance Bonus for such year is earlier, the Company shall pay, (A) if the Company can determine such amount by the IRS Payment Date, such amount prior to the IRS Payment date or (B) if the Company cannot determine such amount by the IRS Payment Date, 90% of the Company's good faith estimate of such amount by the IRS Payment Date and the balance, if any, as soon thereafter as the Company can determine such amount. If, however, 90% of the Company's good faith estimate of such amount is more than the Adjusted EBITDA Performance Bonus for such year, the Executive shall promptly return such excess to the Company as soon as the Company shall notify the Executive of the amount of such excess.

The bonuses payable by the Company to the Executive pursuant to this clause (i) shall be awarded under and subject to the terms of the Company's 2000 Incentive Bonus Compensation Plan or any successor thereto (the "Plan"); provided, however, if the Company shall determine that such bonuses would not qualify under the terms of the Plan, the Company shall use its best efforts to amend the Plan so that such bonuses would qualify under the terms of the Plan; provided further, however, if the Company is unable to so amend the Plan, the Company shall enter into another financial arrangement with the Executive to provide the Executive with the same economic benefit, on an after-tax basis, as the Executive would have received if such bonuses had qualified under the terms of the Plan.

For purposes of this Agreement, the term "Adjusted EBITDA", as it applies to any particular year, means that amount for such year equal to the Company's Earnings before Interest, Taxes, Depreciation, and Amortization, as determined by the Company and derived from the Company's audited financial statements, subject to such modifications as are set forth in the Annual Adjusted EBITDA Performance Bonus Table for such year.

If the Executive's employment is terminated prior to December 1 of any year (A) by the Company for any reason other than Cause, (B) by the Executive for Good Reason, (C) by the Company or the Executive due to the Executive's Total Disability, or (D) by reason of the Executive's death, any Annual Adjusted EBITDA Performance Bonus payable to the Executive or his estate, as the case may be, accrued to the date of termination of the Executive's employment shall be that amount equal to (1) the amount of the Annual Adjusted EBITDA

Performance Bonus that would have been payable to the Executive if the Executive's employment had not been terminated during the year times (2) a fraction the numerator of which is the number of months elapsed during the year up to and including the month of termination of the Executive's employment and the denominator of which is 12."

2. As of the Second Amendment Effective Date, each reference to "Annual Adjusted IBIT Performance Bonus" throughout the Employment Agreement shall be deleted and replaced with the following: "Annual Adjusted EBITDA Performance Bonus" and each reference to "COO" shall be deleted and replaced with "CEO" and any references to "CEO and COO" shall be replaced with "CEO."

3. The Employment Agreement, as amended by this Second Amendment, constitutes the entire and exclusive agreement between the parties with respect to the subject matter hereof. All previous discussions and agreements with respect to the subject matter of this Second Amendment are superseded by this Second Amendment.

4. Except as expressly amended hereby, all the terms, conditions, and provisions of the Employment Agreement, as amended, shall remain in full force and effect. This Second Amendment shall form a part of the Employment Agreement for all purposes.

5. This Second Amendment may be executed in counterparts and by facsimile or other electronic means, including by portable document format (PDF), each of which shall be deemed to have the same legal effect as an original and together shall constitute one and the same instrument.

6. The Company represents and warrants that it has the full power and authority to enter into this Second Amendment.

[The remainder of this page is intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this Second Amendment as of the day and year first written above.

LIFETIME BRANDS, INC.

By: /s/ Robert B. Kay

Name: Robert B. Kay

Title: CEO

EXECUTIVE

/s/ Laurence Winoker

Laurence Winoker

**AMENDMENT TO THE
EMPLOYMENT AGREEMENT**

This Amendment (this "Amendment"), dated as of October 11, 2019 by and between LIFETIME BRANDS, INC., a Delaware Corporation (the "Company") and DANIEL SIEGEL (the "Executive") shall become effective as of January 1, 2019 (the "Amendment Effective Date") and amends the Employment Agreement, dated as of November 8, 2017 (the "Employment Agreement") between the Company and the Executive. Capitalized terms used herein but not defined shall have the meanings ascribed to such terms in the Employment Agreement.

WHEREAS, the Company and the Executive have agreed upon certain changes to the Employment Agreement; and

WHEREAS, pursuant to Section 21 of the Employment Agreement, the Company and the Executive wish to amend the Employment Agreement as of the Amendment Effective Date to provide for these revised contractual terms;

NOW, THEREFORE, in consideration of Executive's continued employment with the Company and other good and sufficient consideration set forth herein, the Company and the Executive hereby agree as follows:

1. Section 2 of the Employment Agreement shall be amended as of the Amendment Effective Date to delete the first paragraph of Section 2(b) in its entirety and to delete Section 2(b)(i) in its entirety and replace each of the foregoing sections with the following:

“(b) Annual Bonuses. For each year during the Term commencing with the year ending December 31, 2019, the Executive shall receive an “Annual Adjusted EBITDA Performance Bonus” and an “Annual Individual Goal Bonus” determined as follows:

(i) Annual Adjusted EBITDA Performance Bonus. The CEO shall prepare and deliver to the Executive within 90 days following the beginning of each year during the Term commencing with the year ending December 31, 2019 an Adjusted EBITDA Performance Bonus Table (the “Adjusted EBITDA Performance Bonus Table”) for such year under which (A) the Adjusted EBITDA (as defined in Section 9(a)) to be achieved by the Company for the Executive to obtain 100% of the Adjusted EBITDA Target Bonus shall be based on the annual budget for such year prepared by the management of the Company and approved by the Board of Directors of the Company (the “Board”) and (B) the “Adjusted EBITDA Target Bonus” shall be 75% of the Base Salary payable to the Executive for such year. The threshold Adjusted EBITDA for such year shall be 84% of the target Adjusted EBITDA for such year which, if achieved, would entitle the Executive to receive 50% of the Adjusted EBITDA Target Bonus for such year consistent with the Adjusted EBITDA Performance Bonus Table for such year. The maximum Adjusted EBITDA for such year shall be 116% of the target Adjusted EBITDA for such year which, if achieved, would entitle the Executive to receive 150% of the Adjusted EBITDA Target Bonus for such year, consistent with the Adjusted EBITDA Performance Bonus Table for such year. The Executive shall be entitled to receive the sliding scale percentages of the Adjusted EBITDA Target Bonus set forth in the Adjusted EBITDA Performance Bonus Table based upon Adjusted EBITDA being more than the threshold Adjusted EBITDA but less than the target

Adjusted EBITDA, or more than the target Adjusted EBITDA but less than the maximum Adjusted EBITDA; provided, however, that notwithstanding anything to the contrary contained in this Agreement, the Annual Adjusted EBITDA Performance Bonus for any such year shall be zero if the Adjusted EBITDA achieved by the Company for such year is less than the threshold Adjusted EBITDA for such year, and in no event shall an Annual Adjusted EBITDA Performance Bonus for any such year be more than 150% of the Adjusted EBITDA Target Bonus for such year even if the Adjusted EBITDA achieved by the Company for such year exceeds the maximum Adjusted EBITDA for such year. The Company shall pay the Annual Adjusted EBITDA Performance Bonus earned by the Executive for each year in the immediately following year, no later than March 15. Any bonuses payable by the Company to the Executive pursuant to this Section 2(b)(i) shall be awarded under and subject to the terms of the Company's 2000 Incentive Bonus Compensation Plan, as amended from time to time or any successor thereto (the "Bonus Plan"), subject to any approval of shareholders of the Company, if required by Section 162(m) of the Internal Revenue Code of 1986, as amended (the "Code")."

2. Section 9(a) of the Employment Agreement shall be amended as of the Amendment Effective Date to delete it in its entirety replace it with the following:

"(a) For purposes of this Agreement, the term "Adjusted EBITDA", as it applies to any particular year, means that amount for such year equal to the Company's Earnings before Interest, Taxes, Depreciation, and Amortization, as determined by the Company and derived from the Company's audited financial statements, subject to such modifications as are set forth in the Annual Adjusted EBITDA Performance Bonus Table for such year."

3. As of the Amendment Effective Date, each reference to "Annual Adjusted IBIT Performance Bonus" throughout the Employment Agreement shall be deleted and replaced with the following: "Annual Adjusted EBITDA Performance Bonus."

4. The Employment Agreement, as amended by this Amendment, constitutes the entire and exclusive agreement between the parties with respect to the subject matter hereof. All previous discussions and agreements with respect to the subject matter of this Amendment are superseded by this Amendment.

5. Except as expressly amended hereby, all the terms, conditions, and provisions of the Employment Agreement, as amended, shall remain in full force and effect. This Amendment shall form a part of the Employment Agreement for all purposes.

6. This Amendment may be executed in counterparts and by facsimile or other electronic means, including by portable document format (PDF), each of which shall be deemed to have the same legal effect as an original and together shall constitute one and the same instrument.

7. The Company represents and warrants that it has the full power and authority to enter into this Amendment.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year first written above.

LIFETIME BRANDS, INC.

By: /s/ Robert B. Kay

Name: Robert B. Kay

Title: CEO

EXECUTIVE

/s/ Daniel Siegel

Daniel Siegel

**FIRST AMENDMENT TO THE
FOURTH AMENDED AND RESTATED EMPLOYMENT AGREEMENT**

This First Amendment (this “Amendment”), dated as of October 11, 2019 by and between LIFETIME BRANDS, INC., a Delaware Corporation (the “Company”) and JEFFREY SIEGEL (the “Executive”) shall become effective as of January 1, 2020 (the “First Amendment Effective Date”) and amends the Fourth Amended and Restated Employment Agreement, dated as of June 27, 2019 (the “Employment Agreement”) between the Company and the Executive. Capitalized terms used herein but not defined shall have the meanings ascribed to such terms in the Employment Agreement.

WHEREAS, the Company and the Executive have agreed upon certain changes to the Employment Agreement; and

WHEREAS, pursuant to Section 8(h) of the Employment Agreement, the Company and the Executive wish to amend the Employment Agreement as of the First Amendment Effective Date to provide for these revised contractual terms;

NOW, THEREFORE, in consideration of Executive’s continued employment with the Company and other good and sufficient consideration set forth herein, the Company and the Executive hereby agree as follows:

1. Effective as of the First Amendment Effective Date, the definition of Adjusted EBITDA set forth in the fifth paragraph of Section 4(b)(i) shall be deleted and replaced with the following:

For purposes of this Agreement, the term “Adjusted EBITDA”, as it applies to any particular year, means that amount for such year equal to the Employer’s Earnings before Interest, Taxes, Depreciation, and Amortization, as determined by the Employer and derived from the Employer’s audited financial statements, subject to such modifications as are set forth in the Annual Adjusted EBITDA Performance Bonus Table for such year.

2. The Employment Agreement, as amended by this Amendment, constitutes the entire and exclusive agreement between the parties with respect to the subject matter hereof. All previous discussions and agreements with respect to the subject matter of this Amendment are superseded by this Amendment.

3. Except as expressly amended hereby, all the terms, conditions, and provisions of the Employment Agreement shall remain in full force and effect. This Amendment shall form a part of the Employment Agreement for all purposes.

4. This Amendment may be executed in counterparts and by facsimile or other electronic means, including by portable document format (PDF), each of which shall be deemed to have the same legal effect as an original and together shall constitute one and the same instrument.

5. The Company represents and warrants that it has the full power and authority to enter into this Amendment.

[The remainder of this page is intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year first written above.

LIFETIME BRANDS, INC.

By: /s/ Robert B. Kay

Name: Robert B. Kay

Title: CEO

EXECUTIVE

/s/ Jeffrey Siegel

Jeffrey Siegel