

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

FORM 10-Q/A

(Mark One)

QUARTERLY REPORT PURSUANT TO SECTIONS 13 OR 15(d) OF THE SECURITIES EXCHANGE
ACT OF 1934

For the quarterly period ended SEPTEMBER 30, 2002

or

TRANSITION REPORT PURSUANT TO SECTIONS 13 OR 15(d) OF THE SECURITIES
EXCHANGE ACT OF 1934

For the transition period from _____ to _____

Commission File Number: 1-11692

ETHAN ALLEN INTERIORS INC.

(Exact name of registrant as specified in its charter)

DELAWARE

06-1275288

(State or other jurisdiction of
incorporation or organization)

(I.R.S. Employer ID No.)

ETHAN ALLEN DRIVE, DANBURY, CONNECTICUT 06811

(Address of principal executive offices)

(203) 743-8000

(Registrant's telephone number, including area code)

N/A

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

Indicate by check mark whether the registrant (1) has filed all reports required
to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during
the preceding 12 months (or for such shorter period that the registrant was
required to file such reports), and (2) has been subject to such filing
requirements for the past 90 days.

Yes No

Indicate by check mark whether the registrant is an accelerated filer (as
defined in Rule 12b-2 of the Exchange Act).

Yes No

APPLICABLE ONLY TO ISSUERS INVOLVED IN BANKRUPTCY
PROCEEDINGS DURING THE PRECEDING FIVE YEARS:

Indicate by check mark whether the registrant has filed all documents and
reports required to be filed by Sections 12, 13 or 15(d) of the Securities
Exchange Act of 1934 subsequent to the distribution of securities under a plan
confirmed by a court.

Yes No

APPLICABLE ONLY TO CORPORATE ISSUERS:

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

As of September 30, 2002, there were 37,760,257
shares of Common Stock, par value \$.01 outstanding

The undersigned registrant hereby amends paragraph (a) of Item 6 of
Part II of its Quarterly Report on Form 10-Q for the quarterly period ended

September 30, 2002, as filed with the Securities and Exchange Commission on November 11, 2002, to read in its entirety as set forth below.

ITEM 6. EXHIBITS AND REPORTS ON FORM 8-K

(a) Exhibits

Exhibit 10(k)-3, Third Amendment to Amended and Restated Consumer Credit Card Program Agreement dated July 26, 2002, by and among the Company and Monogram Credit Card Bank of Georgia. Certain sections of this agreement have been omitted and are subject to a confidential treatment request submitted to the Securities and Exchange Commission.

SIGNATURES

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

ETHAN ALLEN INTERIORS INC.
(Registrant)

DATE: February 13, 2003

BY: /S/ M. FAROOQ KATHWARI

M. Farooq Kathwari
Chairman of the Board, President and Chief
Executive Officer
(Principal Executive Officer)

DATE: February 13, 2003

BY: /S/ EDWARD D. TEPLITZ

Edward D. Teplitz
Vice President and Chief Financial Officer
(Principal Financial Officer)

 The asterisks (*) used throughout
 this Amendment and the attached
 Exhibit A indicate redacted material
 that is subject to a Confidential
 Treatment Request submitted to the
 Securities and Exchange Commission.

THIRD AMENDMENT TO AMENDED AND RESTATED
 CONSUMER CREDIT CARD PROGRAM AGREEMENT

This Amendment dated as of July 26, 2002 ("Amendment") amends that certain Amended and Restated Consumer Credit Card Program Agreement dated as of February 22, 2000 (as amended, modified and supplemented from time to time, the "Agreement") by and among Monogram Credit Card Bank of Georgia ("Bank") and Ethan Allen Inc. ("Retailer"). Capitalized terms used herein and not otherwise defined have the meaning given in the Agreement.

WHEREAS, Bank and Retailer are parties to the Agreement and it is their mutual desire that the Agreement be amended in accordance with the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual promises and subject to the terms and conditions hereinafter set forth, the parties hereby agree as follows:

I. AMENDMENTS TO THE AGREEMENT

1.01 NEW DEFINITIONS. The following are added as new defined terms:

"APPLICABLE FIXED RATE" shall have the meaning given to such term in Section 6.02 hereof.

"FIXED PAYMENT PROMOTION" shall have the meaning given to such term in Section 6.02 hereof.

"FIXED PAYMENT PROMOTION PURCHASE" means any Purchase made under a Fixed Payment Promotion.

"FIXED RATE CHANGE DATE" shall have the meaning given to such term in Section 6.02 hereof.

"POS UNIT" means a point-of-sale terminal which may or may not include a related printer. All references to "Hypercom unit" throughout the Agreement are changed to "POS Unit."

"THIRD AMENDMENT EFFECTIVE DATE" means January 1, 2003.

1.02 AMENDMENT TO DEFINITIONS. The following definitions are amended and restated to read as follows:

"AGREEMENT" means this Amended and Restated Consumer Credit Card Program Agreement, as amended from time to time.

* Certain information on this page has been omitted and filed separately with the Commission. Confidential treatment has been requested with respect to the omitted portions.

The first sentence of the definition of "Program" is amended to read as follows:

"PROGRAM" means the credit card program established by Bank pursuant to the Original Agreement and continued and modified from time to time by this Agreement and made available to qualified customers of Retailer and its Authorized Dealers to make Purchases.

1.03 AMENDMENT TO SECTION 6.02(A). The following is *

* Certain information on this page has been omitted and filed separately with the Commission. Confidential treatment has been requested with respect to the omitted portions.

1.04 AMENDMENT TO SECTION 6.03. Section 6.03 is hereby *

* Certain information on this page has been omitted and filed separately with the Commission. Confidential treatment has been requested with respect to the omitted portions.

1.05 AMENDMENT TO SECTION 8.05(A). The first sentence of Section 8.05(a) is hereby amended and restated to read:

at any Participating Store any fixed payment or closed-end type credit product or any open-end consumer credit program, credit facility, credit card program, charge program or debit or secured card program or facility other than a Permitted Credit Program.

The definition of "Permitted Credit Program" in Section 8.05(a) is amended by adding the word "and" immediately before clause (iii) and deleting clause (iv) in its entirety.

1.06 AMENDMENT TO SECTION 11.02(K). The following is *

* Certain information on this page has been omitted and filed separately with the Commission. Confidential treatment has been requested with respect to the omitted portions.

1.07 AMENDMENT TO SECTION 11.03(e) (iii). Section 11.03(e) (iii) is hereby amended by adding the word "and" immediately before clause (C) and deleting clause (D) in its entirety.

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1.08 AMENDMENT TO BANK DEALER AGREEMENT. Retailer acknowledges that, concurrently with this Agreement, the Bank Dealer Agreements will be amended in substantially the form set forth in Exhibit A hereto. Retailer agrees to cooperate in any reasonable manner requested by Bank in distributing such amendment to all Authorized Dealers.

II. GENERAL

2.01 AUTHORITY FOR AMENDMENT. The execution, delivery and performance of this Amendment has been duly authorized by all requisite corporate action on the part of Retailer and Bank and upon execution by all parties, will constitute a legal, binding obligation thereof.

2.02 EFFECT OF AMENDMENT; EFFECTIVE DATE. Except as specifically amended hereby, the Agreement, and all terms contained therein, remains in full force and effect. The Agreement, as amended by this Amendment, constitutes the entire understanding of the parties with respect to the subject matter hereof. This Amendment shall become effective on the Third Amendment Effective Date.

2.03 BINDING EFFECT; SEVERABILITY. Each reference herein to a party hereto shall be deemed to include its successors and assigns, all of whom shall be bound by this Amendment and in whose favor the provisions of this Amendment shall inure. In case any one or more of the provisions contained in this Amendment shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

2.04 FURTHER ASSURANCES. The parties hereto agree to execute such other documents and instruments and to do such other and further things as may be necessary or desirable for the execution and implementation of this Amendment and the consummation of the transactions contemplated hereby and thereby.

2.05 GOVERNING LAW. This Amendment shall be governed by and construed in accordance with the laws of the State of Georgia.

2.06 COUNTERPARTS. This Amendment may be executed in counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute but one agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized officers, all as of the day and year first above written.

ETHAN ALLEN INC.

MONOGRAM CREDIT CARD BANK OF
GEORGIA

By: /S/ M. FAROOQ KATHWARI

By: /S/ GLENN MARINO

Its: Chief Executive Officer

Its: President and Chief
Executive Officer

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Each of Ethan Allen Manufacturing Corporation and Ethan Allen Marketing Corporation (without implying that such consent or agreement is required) hereby consents to the foregoing Amendment and agrees that the Subsidiary Guarantee that it executed in Bank's favor in connection with the Agreement (the "Guaranty") shall continue to guarantee the Guaranteed Debt (as defined therein) now or hereafter owing under or in connection with the Agreement as amended, restated, supplemented or replaced from time to time, including, without limitation, as the Agreement is amended by the foregoing Amendment.

ETHAN ALLEN MANUFACTURING CORPORATION

By: /s/ M. FAROOQ KATHWARI

Title: Chief Executive Officer

ETHAN ALLEN MARKETING CORPORATION

By: /s/ M. FAROOQ KATHWARI

Title: Chief Executive Officer

CONSENT OF ETHAN ALLEN INTERIORS INC.

Ethan Allen Interiors Inc. (without implying that such consent or agreement is required) hereby consents to the foregoing Amendment and agrees that its undertakings set forth below Retailer's signature in the Agreement remain in effect and that, any guarantee executed pursuant to such undertakings shall, in accordance with the terms of Exhibit C to the Agreement, guarantee the Guaranteed Debt (as defined therein) now or hereafter owing under or in connection with the Agreement as amended, restated, supplemented or replaced from time to time, including, without limitation, as the Agreement is amended by the foregoing Amendment.

ETHAN ALLEN INTERIORS INC.

By: /s/ M. FAROOQ KATHWARI

Title: Chief Executive Officer

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EXHIBIT A

(To Third Amendment to Amended and Restated Consumer Credit Card Program Agreement)

SECOND AMENDMENT TO AMENDED AND RESTATED ETHAN ALLEN CREDIT CARD PROGRAM DEALER AGREEMENT

THIS SECOND AMENDMENT (this "Amendment") amends the Amended and Restated Ethan Allen Credit Card Program Dealer Agreement (as amended from time to time, the "Dealer Agreement") between the Authorized Dealer of Ethan Allen Inc. who is named as the addressee on the letter accompanying this Amendment ("Dealer," "us," "we," or "our") and Monogram Credit Card Bank of Georgia ("Bank" or "you"). Capitalized terms used in this Amendment, and not otherwise defined herein, will have the meanings given in the Dealer Agreement.

1. AMENDMENT TO SECTION 8. Section 8 of the Dealer Agreement is amended and restated to read as follows:

We may accept any general purpose bank credit cards and travel and entertainment charge cards presented to us in payment for Goods and/or Services. However, during the term of this Agreement, we shall not participate in, or accept any credit cards in connection with, programs involving acceptance or promotion of credit accounts other than this Program and other programs offered by Bank or its Affiliates, including

GE Capital, but we may retain, or we may offer to any alternative financing source, the opportunity to finance Accounts and provide credit requested when the Credit Card Application or credit extension for such sales initially have been rejected by you. In no event shall we submit to Bank any Credit Card Applications or Charge Slips for credit sales that have been submitted to and/or rejected by another credit grantor. In addition to the foregoing, we may participate in other credit programs sponsored by Ethan Allen if, and only if, such programs are established in compliance with the Program Agreement and we have received written notice from Bank acknowledging such compliance.

2. AMENDMENT TO SECTION 11(A). Section 11(a) of the Dealer Agreement is *

* Certain information on this page has been omitted and filed separately with the Commission. Confidential treatment has been requested with respect to the omitted portions.

3. AMENDMENT TO CERTAIN DEFINED TERMS. All references in the Dealer Agreement to "Service Fee" or "Service Fee Percentage" are changed to "Retailer/Dealer Fee" and "Retailer/Dealer Fee Percentage," respectively.

4. AGREEMENT REMAINS EFFECTIVE. Except as amended by this Amendment, the Dealer Agreement as originally entered into remains in full force and effect.

5. AGREEMENT BY SUBMISSION; EFFECTIVE DATE. As provided in Section 19 of the Dealer Agreement, Dealer will be deemed to have agreed to this Amendment, and it will become immediately effective, when Dealer submits any Charge Slip or Credit Slip to Bank for approval or payment after January 1, 2003.