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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

C. T CORPORATION SYSTEM			
Requestor's Name			
660 East Jefferson Street			
Address			
Tallahassee, Florida 32301			
City	State	Zip	Phone
			904-222-1092
CORPORATION(S) NAME			

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BENTLEY'S Luggage Corp.

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| <input type="checkbox"/> NonProfit | | |
| <input type="checkbox"/> Limited Liability Company | <input type="checkbox"/> Dissolution/Withdrawal | <input type="checkbox"/> Mark |
| <input type="checkbox"/> Foreign | <input type="checkbox"/> Annual Report | <input type="checkbox"/> UCC FILING |
| <input type="checkbox"/> Limited Partnership | <input type="checkbox"/> Reservation | <input type="checkbox"/> Other |
| <input type="checkbox"/> Reinstatement | | <input type="checkbox"/> Change of R.A. |
| <input checked="" type="checkbox"/> Certified Copy | <input type="checkbox"/> Photo Copies | <input type="checkbox"/> Fictitious Name |
| | | <input type="checkbox"/> CUS/ G/S |
| <input type="checkbox"/> Call When Ready | <input type="checkbox"/> Call if Problem | <input type="checkbox"/> After 4:30 |
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THANKS
7-15-98
CC

ARTICLES OF AMENDMENT
TO THE
SECOND AMENDED
AND RESTATED
ARTICLES OF INCORPORATION

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The undersigned, Kenneth Young and Joseph Pretlow, President and Assistant Secretary, respectively, of Bentley's Luggage Corp., hereby certify that the following resolution adopted by written consent of all of the directors and the holders of a majority of the issued and outstanding shares of capital stock of the corporation, by corporate action effective as of July 15, 1998.

RESOLVED, that Article III of the Amended and Restated Articles of Incorporation of Bentley's Luggage Corp., be amended to read as follows:

"ARTICLE III

Part A. Authorized Shares

The total number of shares of capital stock which the Corporation has authority to issue is 20,000,000 shares, consisting of:

- (a) 2,000,000 shares of Class L Common Stock, par value \$.01 per share ("Class L Common"); and
- (b) 18,000,000 shares of Class A Common Stock, par value \$.01 per share ("Class A Common").

The Class L Common and Class A Common, and any other common stock issued hereafter are referred to collectively as the "Common Shares." The Common Shares shall have the rights, preferences and limitations set forth below. Capitalized terms used but not otherwise defined in Part A or Part B of this Article IV are defined in Part C.

Part B. Common Shares

Except as otherwise provided in this Part B or as otherwise required by applicable law, all Common Shares shall be identical in all respects and shall entitle the holders thereof to the same rights and privileges, subject to the same qualifications, limitations and restrictions.

Section 1. Voting Rights. Except as otherwise provided in this Part B or as otherwise required by applicable law, all holders of Class A Common shall be entitled to one vote per share on all matters to be voted on by the Corporation's stockholders. Except as otherwise required by applicable law, all holders of Class L Common shall have no right to vote on any matters to be voted on by the Corporation's stockholders.

Section 2. Distributions. At the time of each Distribution, such Distribution shall be made to the holders of the Common Shares in the following priority:

(i) The holders of Class L Common shall be entitled to receive all or a portion of such Distribution (ratably among such holders based upon the number of shares of Class L Common held by each such holder as of the time of such Distribution) equal to the aggregate Unpaid Yield on the outstanding shares of Class L Common as of the time of such Distribution, and no Distribution or any portion thereof shall be made under paragraphs 2(ii) or (iii) below until the entire amount of the Unpaid Yield on the outstanding shares of Class L Common as of the time of such Distribution has been paid in full. The Distributions made pursuant to this paragraph 2(i) to holders of Class L Common shall constitute a payment of Yield on Class L Common.

(ii) After the required amount of a Distribution has been made in full pursuant to paragraph 2(i) above, the holders of Class L Common shall be entitled to receive all or a portion of such Distribution (ratably among such holders based upon the number of shares of Class L Common held by each such holder as of the time of such Distribution) equal to the aggregate Unreturned Original Cost of the outstanding shares of Class L Common as of the time of such Distribution, and

no Distribution or any portion thereof shall be made under paragraph 2(iii) below until the entire amount of the Unreturned Original Cost of the outstanding shares of Class L Common as of the time of such Distribution has been paid in full. The Distributions made pursuant to this paragraph 2(ii) to holders of Class L Common shall constitute a return of Original Cost of Class L Common.

(iii) After the required amount of a Distribution has been made pursuant to paragraphs 2(i) and (ii) above, holders of Common Shares as a group, shall be entitled to receive the remaining portion of such Distribution (ratably among such holders based upon the number of Common Shares held by each such holder as of the time of such Distribution).

Section 3. Stock Splits and Stock Dividends. The Corporation shall not in any manner subdivide (by stock split, stock dividend or otherwise) or combine (by stock split, stock dividend or otherwise) the outstanding Common Shares of one class unless the outstanding Common Shares of the other class shall be proportionately subdivided or combined. All such subdivisions and combinations shall be payable only in Class L Common to the holders of Class L Common and Class A Common to the holders of Class A Common. In no event shall a stock split or stock dividend constitute a payment of Yield or a return of Original Cost.

Section 4. Conversion of Class L Common Upon Initial Public Offering.

(i) Upon the consummation of the Corporation's initial Public Offering, each outstanding share of Class L Common shall, without any action by the holder thereof, automatically convert into a number of shares of Class A Common equal to the sum of (i) one and (ii) the result of (x) the Unreturned Cost plus Unpaid Yield of such share of Class L Common divided by (y) the price per share of the Class A Common in the Public Offering (in each case before giving effect to any stock split declared in connection with such Public Offering).

(ii) As soon as possible after a conversion has been effected, the Corporation shall deliver to the converting holder a certificate or certificates representing the number of shares of Class A Common issuable by reason of such conversion in such name or names and such denomination or denominations as the converting holder has specified.

(iii) The issuance of certificates for shares of Class A Common upon conversion of Class L Common shall be made without charge to the holders of such Class L Common for any issuance tax in respect thereof or other cost incurred by the Corporation in connection with such conversion and the related issuance of shares of Class A Common. Upon conversion of each share of Class L Common, the Corporation shall take all such actions as are necessary in order to ensure that the Class A Common issuable with respect to such conversion shall be validly issued, fully paid and nonassessable, free and clear of all taxes, liens, charges and encumbrances with respect to the issuance thereof.

(iv) The Corporation shall not close its books against the transfer of Class L Common or of Class A Common issued or issuable upon conversion of Class L Common in any manner which interferes with the timely conversion of Class L Common. The Corporation shall assist and cooperate with any holder of shares required to make any governmental filings or obtain any governmental approval prior to or in connection with any conversion of shares hereunder (including, without limitation, making any filings required to be made by the Corporation).

(v) The Corporation shall at all times reserve and keep available out of its authorized but unissued shares of Class A Common, solely for the purpose of issuance upon the conversion of the Class L Common, such number of shares of Class A Common issuable upon the conversion of all outstanding Class L Common. All shares of Class A Common which are so issuable shall, when issued, be duly and validly issued, fully paid and nonassessable and free from

all taxes, liens and charges. The Corporation shall take all such actions as may be necessary to ensure that all such shares of Class A Common may be so issued without violation of any applicable law or governmental regulation or any requirements of any domestic securities exchange upon which shares of Class A Common may be listed (except for official notice of issuance which shall be immediately delivered by the Corporation upon each such issuance). The Corporation shall not take any action which would cause the number of authorized but unissued shares of Class A Common to be less than the number of such shares required to be reserved hereunder for issuance upon conversion of the Class L Common.

Section 5. Registration of Transfer. The Corporation shall keep at its principal office (or such other place as the Corporation reasonably designates) a register for the registration of Common Shares. Upon the surrender of any certificate representing shares of any class of Common Shares at such place, the Corporation shall, at the request of the registered holder of such certificate, execute and deliver a new certificate or certificates in exchange therefor representing in the aggregate the number of shares of such class represented by the surrendered certificate, and the Corporation forthwith shall cancel such surrendered certificate. Each such new certificate will be registered in such name and will represent such number of shares of such class as is requested by the holder of the surrendered certificate and shall be substantially identical in form to the surrendered certificate. The issuance of new certificates shall be made without charge to the holders of the surrendered certificates for any issuance tax in respect thereof or other cost incurred by the Corporation in connection with such issuance.

Section 6. Replacement. Upon receipt of evidence reasonably satisfactory to the Corporation (an affidavit of the registered holder will be satisfactory) of the ownership and the loss, theft, destruction or mutilation of any certificate evidencing one or more shares of any class of

Common Shares, and in the case of any such loss, theft or destruction, upon receipt of indemnity reasonably satisfactory to the Corporation (provided that if the holder is a financial institution or other institutional investor its own agreement will be satisfactory), or, in the case of any such mutilation upon surrender of such certificate, the Corporation shall (at its expense) execute and deliver in lieu of such certificate a new certificate of like kind representing the number of shares of such class represented by such lost, stolen, destroyed or mutilated certificate and dated the date of such lost, stolen, destroyed or mutilated certificate.

Section 7. Notices. All notices referred to herein shall be in writing, shall be delivered personally or by first class mail, postage prepaid, and shall be deemed to have been given when so delivered or mailed to the Corporation at its principal executive offices and to any stockholder at such holder's address as it appears in the stock records of the Corporation (unless otherwise specified in a written notice to the Corporation by such holder).

Section 8. Amendment and Waiver. No amendment or waiver of any provision of this Article III shall be effective without the prior written consent of the holders of a majority of the then outstanding Common Shares voting as a single class; provided that no amendment as to any terms or provisions of, or for the benefit of, any class of Common Shares that adversely affects the powers, preferences or special rights of such class of Common Shares shall be effective without the prior consent of the holders of a majority of the then outstanding shares of such affected class of Common Shares, voting as a single class.

Part C. Definitions

"Distribution" means each distribution made by the Corporation to holders of Common Shares, whether in cash, property, or securities of the Corporation and whether by dividend, liquidating distributions or otherwise; provided that neither of the following shall be a

Distribution: (a) any redemption or repurchase by the Corporation of any Common Shares for any reason or (b) any recapitalization or exchange of any Common Shares, or any subdivision (by stock split, stock dividend or otherwise) or any combination (by stock split, stock dividend or otherwise) of any outstanding Common Shares.

"Original Cost" of each share of Class L Common shall be equal to the amount originally paid for such share when it was issued by the Corporation (as proportionally adjusted for all stock splits, stock dividends and other recapitalizations affecting the Class L Common).

"Person" means an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization and a governmental entity or any department, agency or political subdivision thereof.

"Public Offering" means any offering by the Corporation of its capital stock or equity securities to the public pursuant to an effective registration statement under the Securities Act of 1933, as then in effect, or any comparable statement under any similar federal statute then in force.

"Recapitalization Agreement" means that certain Recapitalization Agreement dated as of June 5, 1998 by and among the Corporation and certain investors.

"Unpaid Yield" of any share of Class L Common means an amount equal to the excess, if any, of (a) the aggregate Yield accrued on such share, over (b) the aggregate amount of Distributions made by the Corporation that constitute payment of Yield on such share.

"Unreturned Original Cost" of any share of Class L Common means an amount equal to the excess, if any, of (a) the Original Cost of such share, over (b) the aggregate amount of Distributions made by the Corporation that constitute a return of Original Cost of such share.

"Yield" means, with respect to each share of Class L Common for each calendar quarter, the amount accruing on such share each day during such quarter at the rate of 15% per

annum of the sum of (a) such share's Unreturned Original Cost, plus (b) Unpaid Yield thereon for all prior quarters. In calculating the amount of any Distribution to be made during a calendar quarter, the portion of a Class L Common share's Yield for such portion of such quarter elapsing before such Distribution is made shall be taken into account."

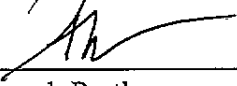
IN WITNESS WHEREOF, the undersigned have signed these Articles of Amendment this

15th day of July, 1998 and have attached the corporate seal hereto.

BENTLEY'S LUGGAGE CORP.

By: 

Kenneth J. Young
President

By: 

Joseph Pretlow
Assistant Secretary

STATE OF NEW YORK)
) SS
COUNTY OF NEW YORK)

The foregoing instrument was acknowledged before me this 14 day of July, 1998 by KENNETH J. YOUNG and JOSEPH PRETLOW, as President and Assistant Secretary, respectively, of Bentley's Luggage Corp., a Florida corporation, on behalf of the corporation.


NOTARY PUBLIC

My commission expires:

JAMES BRAGG
Notary Public, State of New York
No. 01BR6005423
Qualified in New York County
Commission Expires April 13, 2000

BENTLEY'S LUGGAGE CORP.

CONSENT IN LIEU OF A SPECIAL
MEETING OF THE BOARD OF DIRECTORS

The undersigned, being all of the directors of Bentley's Luggage Corp., a Florida corporation (the "Corporation"), in lieu of holding a special meeting of the Board of Directors of the Corporation, hereby take the following actions and adopt the following resolutions by written consent pursuant to Section 607.134 of the General Corporation Act of the State of Florida:

I. AMENDMENT TO THE ARTICLES OF INCORPORATION

RESOLVED, that the Corporation is hereby authorized to and shall amend the Articles of Incorporation of the Corporation in such manner as specified in the Articles of Amendment to the Articles of Incorporation, attached hereto as Exhibit A.

This consent may be executed in as many counterparts as may be required; all counterparts shall collectively constitute one and the same consent.

The actions taken by this consent shall have the same force and effect as if taken at a special meeting of the Board of Directors duly called and constituted pursuant to the Bylaws of the Corporation and the laws of the State of Florida.

* * * * *

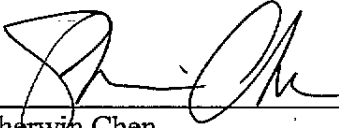
IN WITNESS WHEREOF, the undersigned have executed this consent as of the

___ day of July, 1998.

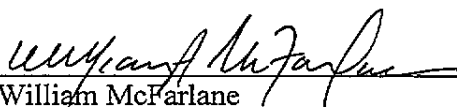


Joseph Pretlow

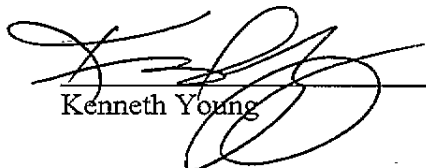
Adam Kirsch



Sherwin Chen



William McFarlane



Kenneth Young

IN WITNESS WHEREOF, the undersigned have executed this consent as of the

___ day of July, 1998.

Joseph Pretlow



Adam Kirsch

Sherwin Chen

William McFarlane

Kenneth Young