

CORP
103 N. MERIDIAN STREET, LOWER LEVEL
TALLAHASSEE, FL 32301
222-1173

FILING COVER SHEET
ACCT. #FCA-14

K13436

CONTACT: CINDY HICKS

DATE: 1-31-00

REF. #: 0150.10294

CORP. NAME: E Com SUB, INC. into

PERFUMANIA, INC.

EFFECTIVE DATE

2/1/00

- | | | |
|--|---|--|
| ☐ ARTICLES OF INCORPORATION | ☐ ARTICLES OF AMENDMENT | ☐ ARTICLES OF DISSOLUTION |
| ☐ ANNUAL REPORT | ☐ TRADEMARK/SERVICE MARK | ☐ FICTITIOUS NAME |
| ☐ FOREIGN QUALIFICATION | ☐ LIMITED PARTNERSHIP | ☐ LIMITED LIABILITY |
| ☐ REINSTATEMENT | ☒ MERGER | ☐ WITHDRAWAL |
| ☐ CERTIFICATE OF CANCELLATION | ☐ UCC-1 | ☐ UCC-3 |
| ☐ OTHER: | | |

STATE FEES PREPAID WITH CHECK# 6917 FOR \$ 87.75

AUTHORIZATION FOR ACCOUNT IF TO BE DEBITED:

COST LIMIT: \$

PLEASE RETURN:

- ☒ CERTIFIED COPY ☐ CERTIFICATE OF GOOD STANDING ☐ PLAIN STAMPED COPY

Examiner's Initials

Gave OK to
correct statute #
in "FIRST"

merger

1/31/00
SF

FILED
00 JAN 31 PM 2:08 RECEIVED
SECRETARY OF STATE
TALLAHASSEE, FLORIDA
OFFICE OF STATE
CLERK
TALLAHASSEE, FLORIDA

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*****87.75 *****87.75

ARTICLES OF MERGER
Merger Sheet

MERGING:

E COM SUB, INC., a FL corp. P00000009827

INTO

PERFUMANIA, INC., a Florida entity, K13436

File date: January 31, 2000, effective February 1, 2000

Corporate Specialist: Susan Payne

**ARTICLES OF MERGER
OF
E COM SUB, INC.
INTO
PERFUMANIA, INC.**

FILED

00 JAN 31 PM 2:08

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

EFFECTIVE DATE

2/1/00

Pursuant to the provisions of Section 607.11045 and Section 607.1105 of the Florida Business Corporation Act, E Com Sub, Inc., a Florida corporation (the "Merger Sub"), and Perfumania, Inc., a Florida corporation (the "Surviving Corporation"), hereby adopt the following Articles of Merger for the purpose of merging the Merger Sub with and into the Surviving Corporation (the "Merger"). All of the outstanding shares of common stock of Merger Sub are held by E Com Ventures, Inc., a Florida corporation ("HoldingCo").

FIRST: The plan of merger for the Merger (the "Plan of Merger"), pursuant to Section 607.11045 of the Florida Business Corporation Act (the "FBCA"), is as set forth in these Articles of Merger, including Exhibits A and B hereto, which are incorporated herein and constitute part of these Articles of Merger.

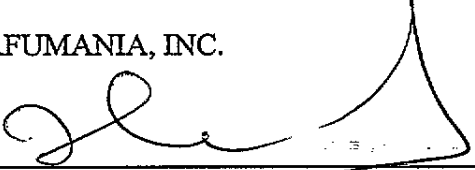
SECOND: The Merger shall be effective on February 1, 2000 (the "Effective Time"). At the Effective Time, by virtue of the Merger and without any action on the part of the Merger Sub, the Surviving Corporation or HoldingCo, (i) the Merger Sub shall be merged with and into the Surviving Corporation, with the Surviving Corporation being the surviving corporation of the Merger and the separate existence of Merger Sub shall thereupon cease, (ii) each share of Common Stock, par value \$.01, of the Surviving Corporation outstanding at the Effective Time shall be converted into one share of common stock, par value \$.01 per share, of HoldingCo (the "HoldingCo Shares"), and (iii) each share of common stock of Merger Sub outstanding at the Effective Time shall be converted into one share of the voting common stock of the Surviving Corporation, resulting in the Surviving Corporation becoming a wholly-owned subsidiary of HoldingCo. The Agreement and Plan of Merger for the Merger, pursuant to Section 607.11045 of the FBCA, is attached hereto as Exhibit A. The Merger shall have the effects set forth in Section 607.1106 of the FBCA, and all property, rights, and privileges of each of the Surviving Corporation and the Merger Sub shall vest in the Surviving Corporation and all debts, liabilities and duties of each of the Surviving Corporations and the Merger Sub shall become the debts, liabilities and duties of the Surviving Corporation.

THIRD: The Articles of Incorporation of the Surviving Corporation shall, as of the Effective Time, be amended and restated in their entirety as set forth in Exhibit B and shall continue in full force and effect until changed, altered or amended as therein provided and in the manner prescribed by the laws of the State of Florida.

FOURTH: The Plan of Merger was approved by unanimous written consent of the Board of Directors of the Surviving Corporation dated as of January 21, 2000, by unanimous written consent of the sole director and sole shareholder of the Merger Sub dated as of January 28, 2000 and by unanimous written consent of the directors and sole shareholder of HoldingCo on January 26, 2000. Pursuant to Section 607.11045 of the FBCA, approval of the shareholders of the Surviving Corporation was not required.

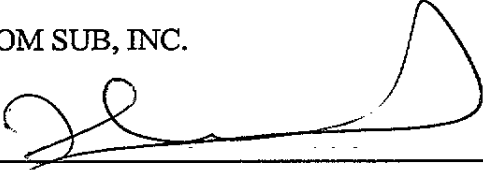
IN WITNESS WHEREOF, each of the Surviving Corporation, Merger Sub and HoldingCo have caused these Articles of Merger to be signed in their respective corporate names and on their behalf by an authorized officer, on this 28th day of January, 2000.

PERFUMANIA, INC.

By: 

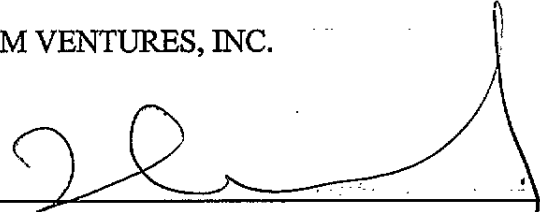
Ilia Lekach, Chairman of the Board and
Chief Executive Officer

E COM SUB, INC.

By: 

Ilia Lekach, Chairman of the Board and
Chief Executive Officer

E COM VENTURES, INC.

By: 

Ilia Lekach, Chairman of the Board and
Chief Executive Officer

The undersigned, being the Secretary of each of the Surviving Corporation, Merger Sub and HoldingCo, hereby certifies on this 28th day of January, 2000, that the Articles of Merger and the Plan of Merger by and among the Surviving Corporation, Merger Sub and HoldingCo have been adopted pursuant to Section 607.11045 of the FBCA and that the conditions specified in this section have been satisfied.

PERFUMANIA, INC.

By: Donovan Chin
Donovan Chin, Secretary

E COM SUB, INC.

By: Donovan Chin
Donovan Chin, Secretary

E COM VENTURES, INC.

By: Donovan Chin
Donovan Chin, Secretary

EXHIBIT A

Plan and Agreement of Merger

See Attached

**AGREEMENT AND PLAN OF MERGER
AMONG
PERFUMANIA, INC.
E COM VENTURES, INC.
AND
E COM SUB, INC.**

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement"), dated January 27, 2000 is made and entered into by and among Perfumania, Inc., a Florida corporation (the "Company"), E Com Ventures, Inc., a Florida corporation and a wholly-owned subsidiary of the Company ("HoldingCo"), and E Com Sub, Inc., a Florida corporation and a wholly-owned subsidiary of HoldingCo ("MergerSub").

RECITALS:

The respective boards of directors of each of HoldingCo, MergerSub and the Company have approved the merger of MergerSub with and into the Company (the "Merger"), further approved the terms and conditions of the Merger set forth in this Agreement and approved this Agreement. HoldingCo and MergerSub are newly formed corporations organized for the purpose of participating in the transactions contemplated by this Agreement. The purpose of the Merger is to implement a new holding company organizational structure for the Company under which HoldingCo will become the holding company and the Company will become a direct wholly-owned subsidiary of HoldingCo. After the Effective Time (as defined herein), the shareholders of the Company will own equity interests in HoldingCo by consummating the Merger and converting each outstanding Share (as defined herein) into one share of HoldingCo Common Stock (as defined herein), all in accordance with the terms of this Agreement. Pursuant to Section 607.11045 of the Florida Business Corporation Act ("FBCA"), it is not necessary to submit this Agreement to a vote of the shareholders of the Company. The sole shareholder of HoldingCo and the sole shareholder of MergerSub have each approved this Agreement.

NOW, THEREFORE, in consideration of the premises, and of the representations, warranties, covenants and agreements contained herein, the parties hereto agree as follows:

**ARTICLE I.
THE MERGER; EFFECTIVE TIME**

1.1 The Merger. Upon the terms and subject to the conditions set forth in this Agreement and the FBCA, at the Effective Time (as defined in Section 1.2), MergerSub shall be merged with and into the Company and the separate corporate existence of MergerSub shall thereupon cease. The Company shall be the surviving corporation in the Merger (the "Surviving Corporation"), and except as provided herein, the separate corporate existence of the Company with all its rights, privileges, immunities, powers and franchises shall continue unaffected by the Merger. The Merger shall have the effects specified in the FBCA.

1.2 Effective Time. The Company and MergerSub will cause Articles of Merger (the "Articles of Merger") to be executed as provided in Section 607.1105 of the FBCA and delivered

to the Department of State of the State of Florida. The Merger shall be effective on February 1, 2000 (the "Effective Time").

ARTICLE II. ARTICLES OF INCORPORATION AND BY-LAWS OF THE SURVIVING CORPORATION

2.1 Articles of Incorporation. The amended and restated articles of incorporation of the Company, as amended as provided herein, in effect immediately prior to the Effective Time shall be the articles of incorporation of the Surviving Corporation (the "Articles of Incorporation"), until duly amended as provided therein or by applicable law, and the following amendments thereto shall become effective as of the Effective Time:

A new Article VI shall be added as follows:

Pursuant to the provisions of Section 607.11045, Florida Statutes, any act or transaction by or involving this Corporation which requires for its adoption under the Florida Business Corporation Act or under these Articles of Incorporation the approval of the shareholders of this Corporation must also be approved by the shareholders of E Com Ventures, Inc., a Florida corporation which is the parent corporation of this Corporation, or the successor by merger of E Com Ventures, Inc., by the same vote as is required under the Florida Business Corporation Act or these Articles of Incorporation.

2.2 The By-laws. The by-laws of the Company in effect at the Effective Time shall be the by-laws of the Surviving Corporation (the "By-Laws"), until thereafter amended as provided therein or otherwise in accordance with applicable law.

ARTICLE III. OFFICERS AND DIRECTORS OF THE SURVIVING CORPORATION AND HOLDINGCO AFTER THE EFFECTIVE TIME

3.1 Officers. The officers of the Company at the Effective Time shall, from and after the Effective Time, be the officers of the Surviving Corporation, to serve at the pleasure of the Board of Directors of the Surviving Corporation. The officers of the Company at the Effective Time shall, from and after the Effective Time, be the officers of HoldingCo, to serve at the pleasure of the Board of Directors of HoldingCo.

3.2 Directors. The directors of the Company at the Effective Time shall, from and after the Effective Time, be the directors of the Surviving Corporation until their successors have been duly elected and qualified or until their earlier death, resignation or removal in accordance with the Articles of Incorporation or Bylaws of the Surviving Corporation or as otherwise provided by law. The directors of the Company at the Effective Time shall, from and after the Effective Time, be the directors of HoldingCo until their successors have been duly elected and qualified or until

their earlier death, resignation or removal in accordance with the Articles of Incorporation or Bylaws of HoldingCo or as otherwise provided by law.

ARTICLE IV.

EFFECT OF THE MERGER ON CAPITAL STOCK; EXCHANGE OF CERTIFICATES

4.1 Effect on Capital Stock. At the Effective Time, as a result of the Merger and without any action on the part of HoldingCo, the Company, MergerSub or the holder of any capital stock of the Company:

(a) *Merger Consideration.* Each share of the Common Stock, par value \$.01 per share, of the Company (a "Share" or "Company Common Stock" or, collectively, the "Shares") issued and outstanding immediately prior to the Effective Time, shall be converted into one share of Common Stock, par value \$.01 per share, of HoldingCo ("HoldingCo Common Stock").

(b) *Cancellation of Shares.* Each share of HoldingCo Common Stock owned by the Company immediately prior to the Effective Time shall, by virtue of the Merger and without any action on the part of the Company, cease to be outstanding, shall be canceled and retired without payment of any consideration therefor and shall cease to exist.

(c) *MergerSub.* At the Effective Time, each share of Common Stock, par value \$.01 per share, of MergerSub issued and outstanding immediately prior to the Effective Time shall be converted into one share of Common Stock, par value \$.01 per share, of the Surviving Corporation.

(d) *Benefit Plans.* At the Effective Time, (i) each option or right to purchase (each, a "Company Option") Shares pursuant to any of the Company's incentive plans or employee benefit plans, including but not limited to the Company's 1991 Stock Option Plan, as amended, and the 1992 Directors' Stock Option Plan, as amended (the "Option Plans") shall become an option or right to purchase shares of HoldingCo Common Stock on the same terms as an option or right to purchase Shares under an Option Plan at an exercise price equal to the exercise price per share of such Company Option under an Option Plan, and (ii) the definition of "Company" under the Options Plans and the name of each such Option Plan shall be amended to reflect the fact that HoldingCo will, as of the Effective Time, be considered the "Company" and the plan sponsor for all purposes of such Option Plans.

(e) *Exchange of Certificates.* At or prior to the Effective Time, the Company shall deposit with Continental Transfer & Trust Company (the "Exchange Agent") certificates representing the HoldingCo Common Stock. Promptly after the Effective Time, the Company shall cause the Exchange Agent to mail to each of its Shareholders: (i) a letter of transmittal and (ii) instructions for use in effecting the surrender of the Company Common Stock certificates in exchange for the HoldingCo Common Stock certificates. After the Effective Time, each shareholder of the Company as of the Effective Time shall surrender the certificate or certificates representing the shares of Company Common Stock owned by such person, duly endorsed as the Exchange Agent may require, together with the transmittal materials properly and duly executed,

to the Exchange Agent, and shall promptly receive in exchange therefor a certificate representing an equal number of shares of HoldingCo Common Stock. The Company Common Stock certificates so surrendered shall forthwith be canceled. The Company shall not be obligated to deliver the certificates representing the HoldingCo Common Stock to any of its shareholders until they surrender their certificate or certificates representing shares of Company Common Stock for exchange as provided herein. Until surrendered for exchange in accordance with this Agreement, each certificate representing shares of Company Common Stock shall from and after the Effective Time represent for all purposes only the right to receive an equal number of shares of HoldingCo Common Stock. Whenever a dividend or other distribution is declared by the Company, the record date for which is at or after the Effective Time, the declaration shall include dividends or other distributions on all shares issuable pursuant to this Agreement, but no dividend or other distribution payable to the holders of record of Company Common Stock at or subsequent to the Effective Time shall be delivered to the holder of any certificate representing shares of Company Common Stock issued and outstanding at the Effective Time until such holder physically surrenders such certificate for exchange as provided in this Agreement, promptly after which time all such dividends or distributions shall be paid (without any interest thereon).

ARTICLE V.

ACTIONS TO BE TAKEN IN CONNECTION WITH THE MERGER

5.1 Assumption of Plans and Agreements. HoldingCo and the Company hereby agree that they shall, at or prior to the Effective Time, execute, acknowledge and deliver an assumption agreement pursuant to which HoldingCo will, from and after the Effective Time, be substituted for, assume and agree to perform, or cause the Company to perform, all obligations of the Company existing immediately prior to the Effective Time pursuant to the Option Plans and other agreements pertaining to the Company Common Stock as shall be deemed appropriate by the officers of the Company. In connection with such assumption and without further action by the shareholders of HoldingCo or the Company, the Option Plans shall be amended such that all references to the Company and the Shares shall become references to HoldingCo and HoldingCo Common Stock, respectively.

5.2 Compliance with the FBCA. Prior to the Effective Time, the parties hereto will take all steps necessary to comply with Section 607.11045 of the FBCA, including without limitation, the following:

(a) *Articles of Incorporation and By-laws of HoldingCo.* At the Effective Time, the Articles of Incorporation and By-Laws of HoldingCo shall be in the form of the Articles of Incorporation and By-Laws of the Company, as in effect immediately prior to the Effective Time, subject to the exceptions permitted by Section 607.11045.

(b) *Directors and Officers of HoldingCo.* At the Effective Time, the directors and officers of the Company immediately prior to the Effective Time shall become the directors and officers of HoldingCo, in the case of directors, until their successors are elected and qualified and, in the case of officers, to serve at the pleasure of the Board of Directors of HoldingCo.

(c) *Listing of HoldingCo Common Stock.* The HoldingCo Common Stock to be issued and initially reserved for issuance pursuant to the transactions contemplated herein shall have been approved for listing by the Nasdaq Stock Market.

(d) *Filings.* Prior to the Effective Time, the Surviving Corporation shall cause this Agreement to be executed and filed with the Florida Secretary of State. Prior to the Effective Time, to the extent necessary to effectuate the amendments to the Articles of Incorporation of the Surviving Corporation contemplated by this Agreement, the Surviving Corporation shall cause to be filed with the Florida Secretary of State such certificates or documents required to give effect thereto.

ARTICLE VI. CONDITIONS

The respective obligation of each party to effect the Merger is subject to the satisfaction or waiver at or prior to the Effective Time of the following condition: the shares of HoldingCo Common Stock issuable to the shareholders of the Company pursuant to this Agreement shall have been authorized for listing on the Nasdaq Stock Market.

ARTICLE VII. TERMINATION

This Agreement may be terminated and the Merger may be abandoned at any time prior to the Effective Time by mutual written consent of the Company and HoldingCo by action of their respective Boards of Directors.

ARTICLE VIII. MISCELLANEOUS AND GENERAL

8.1 Modification or Amendment. Subject to the provisions of applicable law, at any time prior to the Effective Time, the parties hereto may modify or amend this Agreement by written agreement approved by the respective parties' Boards of Directors and executed and delivered by duly authorized officers of the respective parties, except that no amendment shall alter or change the amount or kind of shares to be received by shareholders of the Company or otherwise alter or change any of the terms and conditions of this Agreement so as to adversely affect the Company's shareholders.

8.2 Counterparts. This Agreement may be executed in any number of counterparts, each such counterpart being deemed to be an original instrument, and all such counterparts shall together constitute the same agreement.

8.3 Governing Law. This Agreement shall be deemed to be made in and in all respect shall be interpreted, construed and governed by and in accordance with the laws of the State of Florida, without regard to the conflict of law principles thereof.

8.4 Severability. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application thereof to any person or any circumstance, is invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision and (b) the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

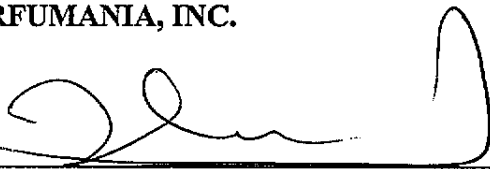
IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the duly authorized officer of the parties hereto as of the date first written above.

E COM VENTURES, INC.

By: 

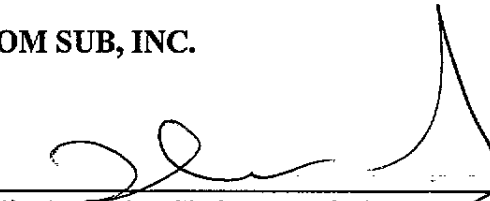
Ilia Lekach, Chairman of the Board and
Chief Executive Officer

PERFUMANIA, INC.

By: 

Ilia Lekach, Chairman of the Board and
Chief Executive Officer

E COM SUB, INC.

By: 

Ilia Lekach, Chairman of the Board and
Chief Executive Officer

EXHIBIT B

**Amended and Restated
Articles of Incorporation
of
Surviving Corporation**

See attached

**AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
PERFUMANIA, INC.**

On January 21, 2000, the Board of Directors of Perfumania, Inc. (the "Corporation"), duly adopted the following amended and restated articles of incorporation pursuant to the provisions of Sections 607.1003 and 607.1007 of the Florida Business Corporation Act, and adopted and elected that this amendment and restatement shall be effective on February 1, 2000:

ARTICLE I

Name

The name of the corporation is Perfumania, Inc. (hereinafter called the "Corporation").

ARTICLE II

Principal Office

The address of the principal office and the mailing address of the Corporation is 11701 N.W. 101st Road, Miami, Florida 33178.

ARTICLE III

Capital Stock

The aggregate number of shares of all classes of capital stock that the Corporation shall have authority to issue is twenty six million (26,000,000) shares, consisting of (i) twenty five million (25,000,000) shares of common stock, par value \$0.01 per share (the "Common Stock"), and (ii) one million (1,000,000) shares of preferred stock, par value \$0.01 per share (the "Preferred Stock").

The designations and the preferences, limitations and relative rights of the Preferred Stock and the Common Stock are as follows:

A. Provisions Relating to the Preferred Stock.

1. **General.** The Preferred Stock may be issued from time to time in one or more classes or series, the shares of each class or series to have such designations and powers, preferences, rights, qualifications, limitations and restrictions thereof as are stated and expressed herein and in the resolution or resolutions providing for the issue of such class or series adopted by the Board of Directors as hereinafter prescribed.

2. **Preferences.** Subject to the rights of the holders of the Corporation's Common Stock, as set forth in Section B of this Article III, authority is hereby expressly granted to and

vested in the Board of Directors to authorize the issuance of the Preferred Stock from time to time in one or more classes or series, to determine and take necessary proceedings fully to effect the issuance and redemption of any such Preferred Stock, and, with respect to each class or series of the Preferred Stock, to fix and state by the resolution or resolutions from time to time adopted providing for the issuance thereof the following:—

(a) whether or not the class or series is to have voting rights, full or limited, or is to be without voting rights;

(b) the number of shares to constitute the class or series and the designations thereof;

(c) the preferences and relative, participating, optional or other special rights, if any, and the qualifications, limitations or restrictions thereof, if any, with respect to any class or series;

(d) whether or not the shares of any class or series shall be redeemable and if redeemable the redemption price or prices, and the time or times at which and the terms and conditions upon which such shares shall be redeemable and the manner of redemption;

(e) whether or not the shares of a class or series shall be subject to the operation of retirement or sinking funds to be applied to the purchase or redemption of such shares for retirement, and if such retirement or sinking fund or funds be established, the annual amount thereof and the terms and provisions relative to the operation thereof;

(f) the dividend rate, whether dividends are payable in cash, stock of the Corporation, or other property, the conditions upon which and the times when such dividends are payable, the preferences to or the relation to the payment of the dividends payable on any other class or classes or series of stock, whether or not such dividend shall be cumulative or noncumulative, and if cumulative, the date or dates from which such dividends shall accumulate;

(g) the preferences, if any, and the amounts thereof that the holders of any class or series thereof shall be entitled to receive upon the voluntary or involuntary dissolution of, or upon any distribution of the assets of, the Corporation;

(h) whether or not the shares or any class or series shall be convertible into, or exchangeable for, the shares of any other class or classes or of any other series of the same or any other class or classes of the Corporation and the conversion price or prices or ratio or ratios or the rate or rates at which such conversion or exchange may be made, with such adjustments, if any, as shall be stated and expressed or provided for in such resolution or resolutions; and

(i) such other special rights and protective provisions with respect to any class or series as the Board of Directors may deem advisable.

The shares of each class or series of the Preferred Stock may vary from the shares of any other series thereof in any or all of the foregoing respects. The Board of Directors may increase the number of shares of Preferred Stock designated for any existing class or series by a resolution,

adding to such class or series authorized and unissued shares of Preferred Stock not designated for any other class or series. The Board of Directors may decrease the number of shares of the Preferred Stock designated for any existing class or series by a resolution, subtracting from such series unissued shares of the Preferred Stock designated for such class, or series, and the shares so subtracted shall become authorized, unissued and undesignated shares of the Preferred Stock.

B. Provisions Relating to the Common Stock.

1. Voting Rights. Except as otherwise required by law or as may be provided by the resolutions of the Board of Directors authorizing the issuance of any class or series of the Preferred Stock, as hereinabove provided, all rights to vote and all voting power shall be vested exclusively in the holders of the Common Stock.

2. Dividends. Subject to the rights of the holders of the Preferred Stock, the holders of the Common Stock shall be entitled to receive when, as and if declared by the Board of Directors, out of funds legally available therefor, dividends payable in cash, stock or otherwise.

3. Liquidating Distributions. Upon any liquidation, dissolution or winding-up of the Corporation, whether voluntary or involuntary, and after the holders of the Preferred Stock shall have been paid in full the amounts to which they shall be entitled (if any) or a sum sufficient for such payment in full shall have been set aside, the remaining net assets of the Corporation shall be distributed pro rata to the holders of the Common Stock in accordance with their respective rights and interests to the exclusion of the holders of the Preferred Stock.

ARTICLE IV

Directors

The Board of Directors of the Corporation shall consist of at least one director, with the exact number to be fixed from time to time in the manner provided in the Corporation's Bylaws.

ARTICLE V

Indemnification

This Corporation shall indemnify and may advance expenses on behalf of its officers and directors to the fullest extent not prohibited by any law in existence either now or hereafter.

ARTICLE VI

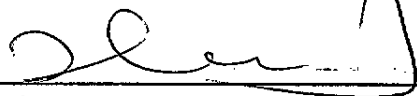
Shareholder Approval

Pursuant to the provisions of Section 607.11045 of the Florida Business Corporation Act, any act or transaction by or involving this Corporation which requires for its adoption under the Florida Business Corporation Act or under these Articles of Incorporation the approval of the shareholders of this Corporation must also be approved by the shareholders of E Com Ventures, Inc., a Florida corporation which is the parent corporation of this Corporation, or the successor

by merger of E Com Ventures, Inc., by the same vote as is required under the Florida Business Corporation Act or these Articles of Incorporation.

IN WITNESS WHEREOF, the undersigned has executed these Amended and Restated Articles of Incorporation on the 28th day of January, 2000.

PERFUMANIA, INC.

By: 

Ilia Lekach, Chairman of the Board and
Chief Executive Officer