



P970000000470

ACCOUNT NO. : 072100000032

REFERENCE : 652042 4375356

AUTHORIZATION :

COST LIMIT : \$ 70.00

Patricia P. Pitt

ORDER DATE : April 5, 2000

ORDER TIME : 9:37 AM

ORDER NO. : 652042-030

800003199858--8

CUSTOMER NO: 4375356

CUSTOMER: Ms. Deborah Goldman-levi
Sfx Entertainment, Inc.
650 Madison Avenue
16th Floor
New York, NY 10022

ARTICLES OF MERGER

MAGICWORKS WEST, INC.

INTO

PACE THEATRICAL GROUP, INC.

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY
XX PLAIN STAMPED COPY

CONTACT PERSON: Janna Wilson

EXAMINER'S INITIALS: _____

RECEIVED
00 APR -7 AM 10:47
DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

FILED
00 APR -7 PM 2:38
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

merger

S. PAYNE APR 7 - 2000

ARTICLES OF MERGER
Merger Sheet

MERGING:

MAGICWORKS WEST, INC., a FL corp., P97000000470

INTO

PACE THEATRICAL GROUP, INC., a Texas corporation not qualified in Florida.

File date: April 7, 2000

Corporate Specialist: Susan Payne

Account number: 072100000032

Account charged: 70.00

ARTICLES OF MERGER
(Profit Corporations)

The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, F.S.

First: The name and jurisdiction of the surviving corporation is:

<u>Name</u>	<u>Jurisdiction</u>
Pace Theatrical Group, Inc.	Texas

Second: The name and jurisdiction of each merging corporations:

<u>Name</u>	<u>Jurisdiction</u>
Magicworks West, Inc.	Florida

Third: The Plan of Merger is attached.

Fourth: The merger shall become effective *upon filing*


Fifth: The Plan of Merger was adopted by the board of directors of the surviving corporation on March 30, 2000 and shareholder approval was not required.

Sixth: The Plan of Merger was adopted by the board of directors of the merging corporation(s) on March 30, 2000 and shareholder approval was not required.

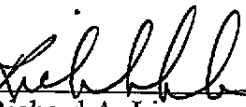
Seventh: SIGNATURES FOR EACH CORPORATION

Dated: March 30, 2000

Magicworks West, Inc.

By: 
Richard A. Liese
Senior Vice President and
Assistant Secretary

Pace Theatrical Group, Inc.

By: 
Richard A. Liese
Senior Vice President and
Assistant Secretary

FILED
00 APR - 7 PM 2:38
TALLAHASSEE, FLORIDA
SECRETARY OF STATE

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER, dated as of this 30th day of March, 2000 (this "Agreement") is between Magicworks West, Inc., a Florida corporation ("West"), and Pace Theatrical Group, Inc., a Texas corporation ("Pace", and together with West, the "Constituent Corporations"). All of the issued and outstanding shares of capital stock of West is owned by Magicworks Entertainment Incorporated ("Magicworks"). All of the issued and outstanding shares of capital stock of Magicworks is owned by Pace Entertainment Corporation. Pace Entertainment Corporation owns all of the issued and outstanding capital stock of Pace.

ARTICLE I

1.1 On the Merger Date (as defined in Section 1.6), West shall be merged with and into Pace (the "Merger") in accordance with the Business Corporation Act of the State of Texas (the "TBCA") and the separate corporate existence of West shall cease. Pace shall be the surviving corporation in the Merger (hereinafter sometimes referred to as the "Surviving Corporation") and its separate corporate existence, with all its purposes, objects, rights, privileges, powers and franchises, shall continue unaffected and unimpaired by the Merger.

1.2 Pace shall succeed to all of the rights, privileges, powers and franchises, of a public as well as of a private nature, of West, all of the properties and assets of West and all of the debts, choses in action and other interests due or belonging to West, and shall be subject to, and responsible for, all of the debts, liabilities and duties of West with the effect set forth in the TBCA.

1.3 If, at any time after the Merger Date, Pace shall consider or be advised that any deeds, bills of sale, assignments, assurances or any other actions or things are necessary or desirable to vest, perfect or confirm of record or otherwise in Pace its right, title or interest in, to or under any of the rights, properties or assets of West acquired or to be acquired by Pace as a result of, or in connection with, the Merger or to otherwise carry out this Agreement, the officers and directors of Pace shall and will be authorized to execute and deliver, in the name and on behalf of the Constituent Corporations or otherwise, all such deeds, bills of sale, assignments and assurances and to take and do, in the name and on behalf of the Constituent Corporations or otherwise, all such other actions and things as may be necessary or desirable to vest, perfect or confirm any and all right, title and interest in, to and under such rights, properties or assets in West or to otherwise carry out this Agreement.

1.4 The Certificate of Incorporation of Pace shall be the Certificate of Incorporation of the Surviving Corporation. The Bylaws of Pace shall be the Bylaws of the Surviving Corporation. Each such document shall thereafter continue to be the Certificate of Incorporation and Bylaws, respectively, of the Surviving Corporation until changed as provided therein and by law.

1.5 The directors and officers of Pace immediately prior to the Merger Date shall be the directors and officers of the Surviving Corporation and shall thereafter continue in office in accordance with the Certificate of Incorporation and Bylaws of the Surviving Corporation.

1.6 If this Agreement is not terminated under Section 3.1, an Articles of Merger with respect to the Merger shall be promptly filed and recorded with the Secretary of State of the State of Florida and an Articles of Merger shall promptly be filed and recorded with the Secretary of State of the State of Texas in accordance with the TBCA. The Merger shall become effective at the time and date of such filing or at such later date and time otherwise specified in the Articles of Merger (such time and date are herein collectively referred to as the "Merger Date").

ARTICLE II

2.1 On the Merger Date, by virtue of the Merger and without further action by the holder thereof, each share of West stock shall be canceled and cease to exist immediately upon the Merger Date.

ARTICLE III

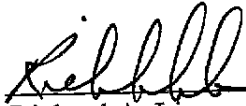
3.1 This Agreement may be terminated or amended upon written consent of each party hereto to the extent permitted by applicable law.

3.2 This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more counterparts have been signed by each of the parties and delivered to each of the other parties.

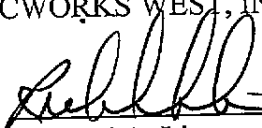
3.3 This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to the conflicts of laws provisions thereof.

IN WITNESS WHEREOF, this Agreement has been executed by each of the parties hereto by their duly authorized officers, and of the date first above written.

PACE THEATRICAL GROUP, INC.

By: 
Name: Richard A. Liese
Title: Senior Vice President and Assistant Secretary

MAGICWORKS WEST, INC.

By: 
Name: Richard A. Liese
Title: Senior Vice President and Assistant Secretary