

F960000004974



ACCOUNT NO. : 072100000032

REFERENCE : 526277 4375356

AUTHORIZATION :

Patricia Pigott

COST LIMIT : \$ 105.00

ORDER DATE : December 22, 1999

ORDER TIME : 10:08 AM

ORDER NO. : 526277-090

CUSTOMER NO: 4375356

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

Merger

300003083053--0

EXPIRATION DATE
11/1/00

ARTICLES OF MERGER

MAGICWORKS SPORTS MANAGEMENT, INC.
AND
MAGICWORKS FASHION MANAGEMENT, INC.

INTO

MAGICWORKS ENTERTAINMENT
INCORPORATED

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

 CERTIFIED COPY
XX PLAIN STAMPED COPY

CONTACT PERSON: Tamara Odom

EXAMINER'S INITIALS:

AJR
12/30/99

RECEIVED
99 DEC 29 AM 11:33
DEPARTMENT OF STATE
DIVISION OF CORPORATE
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER
Merger Sheet

MERGING:

MAGICWORKS FASHION MANAGEMENT, INC., a Florida corporation
P98000052303

MAGICWORKS SPORTS MANAGEMENT, INC., a Florida corporation
P97000046060

into

MAGICWORKS ENTERTAINMENT INCORPORATED, a Delaware entity
F96000004974

File date: December 29, 1999 , effective January 1, 2000

Corporate Specialist: Annette Ramsey

Account number: 072100000032 Account charged: 105.00

~~EFFECTIVE DATE~~
1/1/00
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>
Magicworks Entertainment Incorporated	Delaware

FILED
99 DEC 29 PM 2:54
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Second: The name and jurisdiction of each merging corporations:

<u>Name</u>	<u>Jurisdiction</u>
Magicworks Sports Management, Inc.	Florida
Magicworks Fashion Management, Inc.	Florida

Third: The Plan of Merger is attached.

Fourth: The merger shall become effective on January 1, 2000.

Fifth: The Plan of Merger was adopted by the board of directors of the surviving corporation on December 16, 1999 and shareholder approval was not required.

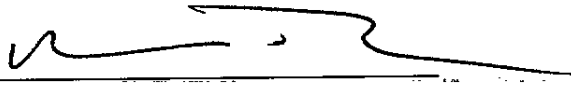
Sixth: The Plan of Merger was adopted by the board of directors of the merging corporation(s) on December 16, 1999 and shareholder approval was not required.

Seventh: SIGNATURES FOR EACH CORPORATION

Dated: December 16, 1999

Magicworks Entertainment Incorporated

Magicworks Sports Management, Inc.

By: 
Howard J. Tytel
Executive Vice President and Secretary

By: 
Richard A. Liese
Vice President and Assistant Secretary

Magicworks Fashion Management, Inc.

By: 
Richard A. Liese
Vice President and Assistant Secretary

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER, dated as of this 16 day of December, 1999 (this "Agreement") is between Magicworks Sports Management, Inc., a Florida corporation ("MSM"), and Magicworks Entertainment Incorporated, a Delaware corporation ("Magicworks", and together with MSM, the "Constituent Corporations"). All of the issued and outstanding shares of capital stock of MSM is owned by Magicworks.

ARTICLE I

1.1 On the Merger Date (as defined in Section 1.6), MSM shall be merged with and into Magicworks (the "Merger") in accordance with the General Corporation Law of the State of Delaware (the "DGCL") and the separate corporate existence of MSM shall cease. Magicworks 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 Magicworks shall succeed to all of the rights, privileges, powers and franchises, of a public as well as of a private nature, of MSM, all of the properties and assets of MSM and all of the debts, choses in action and other interests due or belonging to MSM, and shall be subject to, and responsible for, all of the debts, liabilities and duties of MSM with the effect set forth in the DGCL.

1.3 If, at any time after the Merger Date, Magicworks 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 Magicworks its right, title or interest in, to or under any of the rights, properties or assets of MSM acquired or to be acquired by Magicworks as a result of, or in connection with, the Merger or to otherwise carry out this Agreement, the officers and directors of Magicworks 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 MSM or to otherwise carry out this Agreement.

1.4 The Certificate of Incorporation of Magicworks shall be the Certificate of Incorporation of the Surviving Corporation. The Bylaws of Magicworks, as amended up to and including the Merger Date, 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 Magicworks 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, a Certificate of Ownership and Merger with respect to the Merger shall be promptly filed and recorded with the Secretary of State of the State of Delaware in accordance with the DGCL and Articles of Merger shall promptly be filed and recorded with the State Corporation Commission of the State of Delaware. The Merger shall become effective at the time and date of such filing or at such later date and time otherwise specified in the Certificate 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 MSM 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.

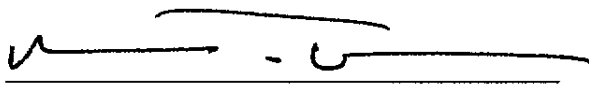
3.3 This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to the conflicts of laws provisions thereof.

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.

MAGICWORKS ENTERTAINMENT INCORPORATED

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

MAGICWORKS SPORTS MANAGEMENT, INC.

By: 
Name: Howard J. Tytel
Title: Executive Vice President and Secretary

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER, dated as of this 16 day of December, 1999 (this "Agreement") is between Magicworks Fashion Management, Inc., a Florida corporation ("MFM"), and Magicworks Entertainment Incorporation, a Delaware corporation ("Magicworks", and together with MFM, the "Constituent Corporations"). All of the issued and outstanding shares of capital stock of MFM is owned by Magicworks.

ARTICLE I

1.1 On the Merger Date (as defined in Section 1.6), MFM shall be merged with and into Magicworks (the "Merger") in accordance with the General Corporation Law of the State of Delaware (the "DGCL") and the separate corporate existence of MFM shall cease. Magicworks 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 Magicworks shall succeed to all of the rights, privileges, powers and franchises, of a public as well as of a private nature, of MFM, all of the properties and assets of MFM and all of the debts, choses in action and other interests due or belonging to MFM, and shall be subject to, and responsible for, all of the debts, liabilities and duties of MFM with the effect set forth in the DGCL.

1.3 If, at any time after the Merger Date, Magicworks 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 Magicworks its right, title or interest in, to or under any of the rights, properties or assets of MFM acquired or to be acquired by Magicworks as a result of, or in connection with, the Merger or to otherwise carry out this Agreement, the officers and directors of Magicworks 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 MFM or to otherwise carry out this Agreement.

1.4 The Certificate of Incorporation of Magicworks shall be the Certificate of Incorporation of the Surviving Corporation. The Bylaws of Magicworks, as amended up to and including the Merger Date, 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 Magicworks 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, a Certificate of Ownership and Merger with respect to the Merger shall be promptly filed and recorded with the Secretary of State of the State of Delaware in accordance with the DGCL and Articles of Merger shall promptly be filed and recorded with the State Corporation Commission of the State of Delaware. The Merger shall become effective at the time and date of such filing or at such later date and time otherwise specified in the Certificate 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 MFM stock shall be canceled and cease to exist immediately upon the Merger Date.

ARTICLE III

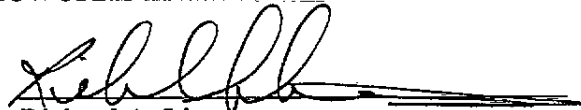
3.1 This Agreement may be terminated or amended upon written consent of each party hereto to the extent permitted by applicable law.

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.

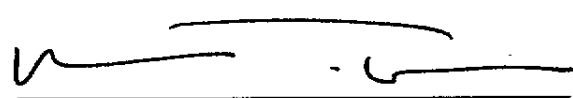
3.3 This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to the conflicts of laws provisions thereof.

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.

MAGICWORKS ENTERTAINMENT INCORPORATED

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

MAGICWORKS FASHION MANAGEMENT,
INC.

By: 
Name: Howard J. Tytel
Title: Executive Vice President and Secretary