

P43000019754

ACCOUNT NO. : 072100000032

REFERENCE : 526277 4375356

AUTHORIZATION :

COST LIMIT : \$ 70.00

Patricia Pizzuti

ORDER DATE : December 22, 1999

ORDER TIME : 10:11 AM

ORDER NO. : 526277-115

CUSTOMER NO: 4375356

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

Merger

EXPIRATION DATE
1/1/00

100003083051--6

ARTICLES OF MERGER

TOURING ARTISTS GROUP, INC.

INTO

SFX-FE ENTERTAINMENT TOURING
ARTISTS GROUP, INC.

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

 CERTIFIED COPY
XX PLAIN STAMPED COPY

CONTACT PERSON: Tamara Odom

EXAMINER'S INITIALS:

DOE
12/30/99

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

99 DEC 29 PM 5:00

FILED

DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

99 DEC 29 AM 11:33

RECEIVED

ARTICLES OF MERGER
Merger Sheet

MERGING:

TOURING ARTISTS GROUP, INC., a Florida corporation P93000019754
,

INTO

SFX-FE ENTERTAINMENT TOURING ARTISTS GROUP, INC., a Delaware
corporation not qualified in Florida.

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

Corporate Specialist: Annette Ramsey

Account number: 072100000032

Account charged: 70.00

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>
SFX-FE Entertainment Touring Artists Group, Inc.	Delaware

99 DEC 29 PM 5:00
FILED
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Second: The name and jurisdiction of each merging corporations:

<u>Name</u>	<u>Jurisdiction</u>
Touring Artists Group, Inc.	Florida

Third: The Plan of Merger is attached.

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

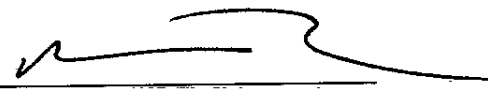
Fifth: The Plan of Merger was adopted by the board of directors of the surviving corporation on December 16, 1999 and shareholder approval was not required.

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

SFX-FE Entertainment Touring
Artists Group, Inc.

By: 
Howard J. Tytel
Executive Vice President and
Secretary

Touring Artists Group, 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 Touring Artists Group, Inc., a Florida corporation ("Touring Artists"), and SFX-FE Entertainment Touring Artists Group, Inc., a Delaware corporation ("SFX Touring", and together with Touring Artists, the "Constituent Corporations"). All of the issued and outstanding shares of capital stock of Touring Artists is owned by Magicworks Entertainment Incorporated ("Magicworks"). All of the issued and outstanding stock of Magicworks is owned by Pace Entertainment, Corp. ("Pace"). All of the issued and outstanding stock of Pace is owned by SFX Entertainment, Inc. ("SFX"). SFX owns all of the issued and outstanding stock of SFX Family Holdings, Inc. ("Holdings"). Holdings owns all of the issued and outstanding stock of SFX Touring.

ARTICLE I

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

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

1.4 The Certificate of Incorporation of SFX Touring shall be the Certificate of Incorporation of the Surviving Corporation. The Bylaws of SFX Touring, 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 SFX Touring 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 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 Touring Artists 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.

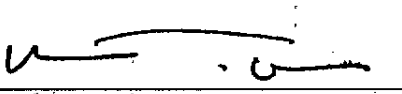
IN WITNESS WHEREOF, this Agreement has been executed by each of the parties hereto by their duly authorized officers, and of the date first above written.

SFX-FE ENTERTAINMENT TOURING
ARTISTS GROUP, INC.

TOURING ARTISTS GROUP, INC.

By: 

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

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 ____ day of December, 1999 (this "Agreement") is between Touring Artists Group, Inc., a Florida corporation ("Touring Artists"), and SFX-FE Entertainment Touring Artists Group, Inc., a Delaware corporation ("SFX Touring", and together with Touring Artists, the "Constituent Corporations"). All of the issued and outstanding shares of capital stock of Touring Artists is owned by Magicworks Entertainment Incorporated ("Magicworks"). All of the issued and outstanding stock of Magicworks is owned by Pace Entertainment, Corp. ("Pace"). All of the issued and outstanding stock of Pace is owned by SFX Entertainment, Inc. ("SFX"). SFX owns all of the issued and outstanding stock of SFX Family Holdings, Inc. ("Holdings"). Holdings owns all of the issued and outstanding stock of SFX Touring.

ARTICLE I

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

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

1.4 The Certificate of Incorporation of SFX Touring shall be the Certificate of Incorporation of the Surviving Corporation. The Bylaws of SFX Touring, 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 SFX Touring 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 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 Touring Artists 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.

SFX-FE ENTERTAINMENT TOURING
ARTISTS GROUP, INC.

TOURING ARTISTS GROUP, INC.

By: 

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

By: 

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