

558353



ACCOUNT NO. : 072100000032

REFERENCE : 526277 4375356

AUTHORIZATION :

COST LIMIT : \$ 70.00

Patricia Pigott

ORDER DATE : December 22, 1999

ORDER TIME : 10:28 AM

ORDER NO. : 526277-130

CUSTOMER NO: 4375356

100003083331--2

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

ARTICLES OF MERGER

TENNIS EVENTS, INC.

EFFECTIVE DATE
12/31/99

INTO

GRAND SLAM SPORTS MARKETING,
INC.

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY
XX PLAIN STAMPED COPY

CONTACT PERSON: Tamara Odom

EXAMINER'S INITIALS: _____

Merger

S. PAYNE DEC 30 1999

FILED
99 DEC 29 PM 12:30
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

RECEIVED
99 DEC 29 PM 12:14
DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER
Merger Sheet

MERGING:

TENNIS EVENTS, INC., a FL corp., P96000006259

INTO

GRAND SLAM SPORTS MARKETING, INC., a Florida entity, S58353.

File date: December 29, 1999 , effective December 31, 1999

Corporate Specialist: Susan Payne

Account number: 072100000032

Account charged: 70.00

ARTICLES OF MERGER

OF

TENNIS EVENTS, INC.

AND

GRAND SLAM SPORTS MARKETING, INC.

FILED
99 DEC 29 PM 12:30
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

EFFECTIVE DATE
12/31/99

To the Department of State
State of Florida


Pursuant to the provisions of the Florida Business Corporation Act, the Florida parent business corporation and the Florida wholly-owned subsidiary business corporation named below do hereby submit the following Articles of Merger.

1. The Agreement and Plan of Merger for merging Tennis Events, Inc. into Grand Slam Sports Marketing, Inc., as approved by the Board of Directors of the parent corporation on December 23, 1999 is attached hereto as Exhibit A.
2. The aforesaid Agreement and Plan of Merger was adopted in accordance with the provisions of the Florida Business Corporation Act on December 23, 1999.
3. Shareholder approval was not required for the merger.
4. The effective time and date of the merger herein provided for shall be 12:00 p.m. on December 31, 1999.

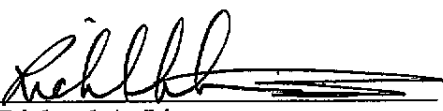
[Signature Page to Follow]

Executed on December 16, 1999

Tennis Events, Inc.

By: 
Richard A. Liese
Vice President and Assistant Secretary

Grand Slam Sports Marketing, Inc.

By: 
Richard A. Liese
Vice President and Assistant Secretary

[Signature Page to Florida Articles of Merger]

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER, dated as of this 23 day of December, 1999 (this "Agreement") is between Tennis Events, Inc., a Florida corporation ("Tennis"), and Grand Slam Sports Marketing, Inc., a Florida corporation ("Grand Slam"), and together with Tennis, the "Constituent Corporations"). All of the issued and outstanding shares of capital stock of Tennis is owned by Grand Slam.

ARTICLE I

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

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

1.4 The Certificate of Incorporation of Grand Slam shall be the Certificate of Incorporation of the Surviving Corporation. The Bylaws of Grand Slam, 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 Grand Slam 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 in accordance with the FBCA and Articles of Merger shall promptly be filed and recorded with the State Corporation Commission of the State of Florida. 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 Tennis stock shall be canceled and cease to exist immediately upon the Merger Date.

ARTICLE III

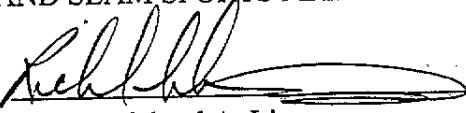
3.1 This Agreement may be terminated or amended upon written consent of each party hereto to the extent permitted by applicable law.

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.

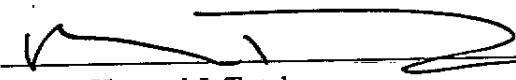
3.3 This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to the conflicts of laws provisions thereof.

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.

GRAND SLAM SPORTS MARKETING, INC.

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

TENNIS EVENTS, INC.

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