

AMENDED AND RESTATED
ARTICLES OF INCORPORATION

of

BERRY PRODUCTIONS, INC.

THE JUDGE OF PROBATE OF
SHELBY COUNTY, ALABAMA:

Pursuant to the provisions of Section 10-2B-10.06 and 10.07 and 10-2A-304 of the Code of Alabama, 1975, amends and restates the Articles of Incorporation terminating its status as a Close Corporation as follows:

ARTICLE I

CORPORATE NAME

The name of the Corporation is: "Berry Productions, Inc."

ARTICLE II

EFFECTIVE DATE

The effective date of the Corporation is May 21, 1996 at 12:01 a.m. Central Time as recorded in the Office of the Probate Judge of Shelby County, Alabama at Book Number 1996, Page Number 16497.

ARTICLE III

AUTHORIZED SHARES

The maximum number of shares which the Corporation is authorized to have outstanding is One Thousand (1,000), all of which shall be common shares with a par value of One Dollar (\$1.00) per share.

ARTICLE IV

REGISTERED OFFICE AND AGENT

The address of the registered office of the Corporation is 2050 Wild Flower Drive, Hoover, Alabama, 35244 (Shelby County), and the name of its registered agent at such address is Doug Fortenberry.

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ARTICLE V

DIRECTORS OF THE CORPORATION

The number of Directors constituting the initial Board of Directors of the Corporation is one (1) person, and his name and address are as follows:

<u>Name</u>	<u>Address</u>
Doug Fortenberry	2050 Wild Flower Drive Hoover, Alabama 35244 (Shelby County)

The bylaws may provide for an increase or decrease of the board of directors as determined from time to time by the Board of Directors or Shareholders.

ARTICLE VI

PURPOSES

The objects and purposes for which the Corporation is formed are:

- (a) To engage in the business of arranging, coordinating and supervising the preparation of staging, lighting and sound systems for events such as concerts, festivals, and the like.
- (b) To enter into, make, and perform contracts of every kind and description with any person, firm, association, corporation, municipality, county, state, body politic, or government, or colony or dependency thereof.
- (c) To purchase or otherwise acquire its own shares of stock (so far as may be permitted by law), and its bonds, debentures, notes, scrip, or other securities or evidences of indebtedness, and to hold, sell, transfer, or reissue the same.
- (d) To do all and everything necessary and proper for the accomplishment of the objects to the protection and benefit of the Corporation, and in general to carry on any lawful business necessary or incidental to the attainment of the purposes of the Corporation, whether such business is similar in nature to the objects and powers hereinabove set forth or otherwise.
- (e) To exercise all powers now granted, or which in the future may be granted, by the Alabama Business Corporation Act to corporations formed thereunder, subject to any limitation imposed or any provision of any other statute of the state of Alabama.

ARTICLE VII

PAYMENT FOR STOCK

This Corporation may from time to time issue its shares of stock for such consideration as may be fixed from time to time by the Board of Directors and may receive in payment thereof in whole or in part cash, labor done, personal property, or real property or leases thereof. Before the shares are issued, the Board of Directors must determine that the consideration received or to be received is adequate. The determination by the Board of Directors as to the value of such labor, property, real estate or leases thereof, shall be conclusive. Any and all shares so issued for which the consideration so fixed shall have been paid or delivered shall be deemed fully paid stock and shall not be liable to any further call or

assessment thereon, and the holders of such shares shall not be liable for any further payment in respect thereof.

ARTICLE VIII

RESTRICTIONS ON TRANSFER OF STOCK

All issued shares of stock of this Corporation of all classes shall be subject to the following restriction on transfer:

For the purpose of this Article VIII:

- (a) A shareholder desiring to sell or otherwise transfer, give or assign his or her stock in this Corporation, in whole or in part, shall be referred to as the "offeror";

A non-shareholder to whom such sale or other transfer is proposed shall be referred to as the "offeree"; and

The shareholders, individually and collectively, of this Corporation, other than the shareholder-offeror, shall be referred to as the "optionee(s)."

- (b) Any shareholder in this Corporation may, without restriction or limitation, sell or otherwise transfer his or her stock herein, in whole or in part, to any other shareholder(s) in this Corporation.

- (c) In the event any shareholder desires to sell or otherwise transfer his or her stock herein, in whole or in part, to a bona fide offeree other than a then existing shareholder, the following procedures shall be follows:

- (i) The offeree shall furnish and deliver to the Corporation and to the optionee(s), at each of their last known business addresses, a letter of intent, containing the name and address of the offeree, and complete details as to the terms and conditions of the offer under which said sale or other transfer is to be effectuated.
- (ii) The offeror shall grant to the Corporation the first option and shall grant to the other shareholders of the Corporation the second option to purchase said stock or effectuate such transfer of said stock to it or themselves, under the same terms and conditions of the offer under which said sale or other transfer is to be effectuated as set forth in the letter of intent described in subparagraph (i) herein above.
- (iii) The Corporation shall be considered the primary optionee and shall have thirty (30) days from the date of receipt of the letter of intent within which to exercise such option, by letter in writing, addressed to the offeror, and copies of thereof to each of the other optionees, at each of their last known business addresses. Upon the failure of the Corporation to exercise its option, each of the other optionees shall have thirty (30) days from the date of the expiration of the first option period within which to exercise their said option. In the absence of any other agreements between or among the optionees, if all the optionees elect to purchase said stock, said stock of the offeror shall be purchased by the optionees in the same proportion as their respective stock ownership in the Corporation. If all optionees do not elect to purchase their proportionate share of the offeror's stock, such optionees who desire to purchase such stock shall each be entitled to purchase such stock which is the

proportionate share of the offeror's stock. Notwithstanding the foregoing, the election of optionees to purchase proportionate shares of the offeror's stock not aggregating the offeror's entire stock shall be of no effect.

- (iv) If the Corporation and the optionees fail to elect to purchase said stock within said option period, then the offeror shall be free to sell all of his stock to the original offeree at the price and upon the terms and conditions set forth in said offer, provided however, that the sale must be consummated within two (2) months following the expiration of the optionee's second option.
- (v) Upon a sale or other transfer to the offeree, the offeree will then hold said stock as a shareholder, subject to all of the terms and conditions of these Articles of Incorporation in the place and stead of the selling shareholder, including the provisions contained in this Article VIII.
- (vi) If said sale is not made between selling shareholder and such other purchaser within said two (2) month period after the expiration of said second option, all of the terms, conditions, and restrictions of this Article VIII of these Articles of Incorporation shall be reinstated and the right of the selling shareholder to sell his stock to such other purchaser or to said purchaser pursuant to said original offer shall terminate.

ARTICLE IX

LIMITATION ON NUMBER OF SHAREHOLDERS

All of the Corporation's issued shares of all classes, exclusive of treasury shares, shall be held of record by not more than thirty (30) persons. For the purpose of this determining the number of holders of record of the stock of this Corporation, stock which is held in joint tenancy or by the entireties shall be treated as held by one shareholder.

ARTICLE X

STATUTORY RIGHTS

Any and every statute of the State of Alabama hereafter enacted whereby the rights, powers or privileges of the shareholders of corporations organized under the general laws of the State of Alabama are increased, diminished or in any way affected, or whereby effect is given to the action taken by any part less than all of the shareholders of any such corporation, shall apply to this Corporation and shall be binding upon not only this Corporation, but upon every shareholder thereof to the same extent as if such statute had been in force at the date of the making and filing of these Articles of Incorporation.

ARTICLE XI

DURATION

The period for the duration of the Corporation shall be perpetual.

ARTICLE XII

INDEMNIFICATION


The Corporation shall indemnify each of its officers, directors, and employees, whether or not then in office, and his or her heirs and legal representatives against all expenses, judgments, decrees, fines, penalties, or other amounts paid in satisfaction of, in settlement of, or in connection with the defense of any pending or threatened action, suit, or proceeding, civil or criminal, to which he or she is or may be made a party by reason of having been a director, officer, or employee of the Corporation. Without limitation, the term "expenses" shall include all counsel fees, expert witness fees, court costs and any other costs of a similar nature. The Corporation shall not, however, indemnify any officer, director, or employee until a majority of the Board of Directors has determined, by majority vote at a meeting or by a written instrument signed by a majority of all of the directors, that the officer, director, or employee

- (a) Was not grossly negligent in his or her duty to the Corporation, nor guilty of intentional misconduct in the performance of duties to the Corporation;
- (b) Acted in good faith in what he or she reasonably believed to be in the best interests of the Corporation; and
- (c) In any matter subject to criminal action, suit or proceeding, had no reasonable cause to believe that the conduct was unlawful.

In making this determination, all of the directors, including any director who is a party to or threatened with the action, suit, or proceeding, shall be entitled to vote at the meeting or to sign the written instrument and thereby be counted for all purposes in determining a majority of the Board of Directors.

Any officer, director, or employee who is entitled to indemnification from the Corporation may make a written demand on the Board of Directors, by serving the written demand on the President or the Secretary (unless the President and the Secretary are both making the demand, in which case service may be made on any other officer of the Corporation). If the Board of Directors does not, within fifteen (15) days after service of the written demand, determine that the officer, director, or employee is entitled to indemnification, the officer, director, or employee may, within sixty (60) days following the date of service of the demand, apply to a court of general jurisdiction in the county in which the Corporation maintains its principal office. If the court determines that the conduct of the officer, director, or employee was such as to meet the requirements in the subparagraphs, the court shall order the Corporation to indemnify the officer, director, or employee to the same extent as if the Board of Directors had originally made the determination.

IN WITNESS WHEREOF, the undersigned President, Director, and sole shareholder declares that the Board of Directors and Shareholders unanimously adopted the foregoing Amended and Restated Articles of Incorporation and termination of the status as a Close Corporation, and said officer has hereunto subscribed his signature to these Amended and Restated Articles of Incorporation, this the 29 day of July, 1999.


Doug Fortenberry, President, sole Director and sole Shareholder

This Instrument Prepared By
Charles H. Moses, Esq.
Reginald L. Snyder, Esq.
RIVES & PETERSON
505 North 20th Street, Suite 1700
Birmingham, Alabama 35203
(205) 328-8141

CERTIFICATE OF SECRETARY

I, Doug Fortenberry, Secretary of Berry Productions, Inc., an Alabama Corporation, do hereby certify that all of the Directors and all of the Shareholders of said Corporation have given their written consent to the adoption of the foregoing Amended and Restated Articles of Incorporation.

Witness my hand and seal this the 29 day of July, 1999.

Doug Fortenberry
Secretary

State of Alabama }
Shelby County }

I, the undersigned, a Notary Public in and for said County, in said State, certify that Doug Fortenberry, whose name as Secretary of Berry Productions, Inc., a Corporation, and who is known to me, did certify to me on this day that the contents of the Certificate are true and correct.

Given under my hand and seal this the 29 day of July, 1999.

Catherine C. Self
Notary Public

My Commission expires MY COMMISSION EXPIRES JULY 3, 2002

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