

017944

ARTICLES OF MERGER
Merger Sheet

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MERGING:

300188336703

CENTRAL TELEPHONE COMPANY OF FLORIDA, a FL Corp., #385610

INTO

SPRINT-FLORIDA, INCORPORATED, a Florida corporation, 017944

File date: December 31, 1996

Corporate Specialist: Susan Payne



MEMORANDUM

DATE: December 30, 1996

TO: Jim Smith

FROM: Susan V. Stucker

SUBJECT: Merger

Enclosed are the Articles of Merger that must be filed December 31, 1996 with the Secretary of State. Janitta has prepared a check in the amount of \$122.50 (\$70 filing fee and \$52.50 for a certified copy) which must accompany the Articles of Merger when filed.

Please call me if you have any questions.

SVS/prc
Enclosure

merger
SV
1/2/97

V.P. JERRY JOHNS
FLA INC
Sprint

555 LAKE BORDER DR
JANITTA 5991640

Call Janitta when Ready - 599-1640

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****122.50 ****122.50

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
96 DEC 31 PM 4:35
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DIVISION OF CORPORATIONS

Apopka, FLA
32703

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS

96 DEC 31 PM 4:35

ARTICLES OF MERGER
OF
CENTRAL TELEPHONE COMPANY OF FLORIDA
INTO
SPRINT-FLORIDA, INCORPORATED

Pursuant to Section 607.1105, Florida Statutes, Sprint-Florida, Incorporated, a Florida corporation (referred to herein as "Sprint"), and Central Telephone Company of Florida, a Florida corporation (referred to herein as "Central"), adopt the following Articles of Merger for the purpose of merging into a single corporation.

ARTICLE I. The names of the corporations which are parties to the merger are Sprint-Florida, Incorporated and Central Telephone Company of Florida.

ARTICLE II. The surviving corporation resulting from the merger shall be Sprint-Florida, Incorporated.

ARTICLE III. The plan of merger providing for the merger of Central into Sprint as the surviving corporation is as set forth in the Agreement and Plan of Merger dated as of December 20, 1996 (referred to herein as the "Merger Agreement"), by and between Sprint and Central, attached hereto as Exhibit "A" and by reference made a part hereof.

ARTICLE IV. As provided in Section 1 of the Merger Agreement, the Articles of Incorporation of Sprint shall be the Articles of Incorporation of the surviving corporation.

ARTICLE V. The plan of merger as set forth in the Merger Agreement was approved pursuant to Section 607.1103, Florida Statutes, by the shareholder of Sprint holding all of the outstanding shares of capital stock of Sprint by the giving of written consent effective as of December 31, 1996, in accordance with Section 607.0704, Florida Statutes, to the adoption and approval of the Merger Agreement.

The plan of merger as set forth in the Merger Agreement was approved pursuant to Section 607.1103, Florida Statutes, by the shareholder of Central holding all of the outstanding shares of capital stock of Central by the giving of written consent effective as of December 31, 1996, in accordance with Section 607.0704, Florida Statutes, to the adoption and approval of the Merger Agreement.

ARTICLE VI. The manner and basis of converting shares of capital stock of Sprint and Central on the effective date of the merger is set forth in Section 4 of the Merger Agreement which is attached hereto and incorporated by reference in these Articles of Merger.

ARTICLE VII. As provided in Section 2 of the Merger Agreement, the merger shall become effective on December 31, 1996.

IN WITNESS WHEREOF, the parties hereto have caused these Articles of Merger to be executed and their respective corporate seals to be affixed and the foregoing attested to as of the 30th day of December, 1996.

SPRINT-FLORIDA, INCORPORATED

By: J. Darrell Kelley

J. Darrell Kelley, President

ATTEST:

Jerry M. Johns
Jerry M. Johns, Secretary

(Corporate Seal)

CENTRAL TELEPHONE COMPANY OF
FLORIDA

By: J. Darrell Kelley

J. Darrell Kelley, President

ATTEST:

Jerry M. Johns
Jerry M. Johns, Secretary

(Corporate Seal)

STATE OF FLORIDA)
)
COUNTY OF ORANGE)

BEFORE ME, personally appeared J. Darrell Kelley, to me well known and known to me to be the President of Sprint-Florida, Incorporated and Central Telephone Company of Florida, and known to me to be the person who, as such officer of said Corporations, executed the foregoing Articles of Merger and acknowledged before me that the same was done as the free act and deed of said Corporations executed by such officer for the purposes therein expressed, and further acknowledged that all of the statements set forth therein with respect to said Corporations are true.

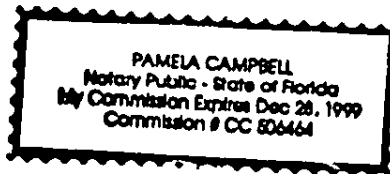
WITNESS MY HAND AND OFFICIAL SEAL this 30th day of December, 1996.

Pamela Campbell

Notary Public - State of Florida at Large

My Commission Expires:

12/28/99



AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger, dated as of the 20th day of December, 1996, is entered into by and between Sprint-Florida, Incorporated ("Sprint-Florida") and Central Telephone Company of Florida ("Centel"), Florida corporations, sometimes jointly referred to as the Constituent Corporations.

WHEREAS, as of the date of this Agreement and Plan of Merger, all of the outstanding Common Stock of Sprint-Florida is owned by Sprint Corporation ("Sprint"), a Kansas corporation, and, at the effective time of the merger, all of the Common Stock of Sprint-Florida will be owned by Central Telephone Company, a Delaware corporation ("CTC"), which is a subsidiary of Centel Corporation, a Kansas corporation, which in turn is a subsidiary of Sprint; and

WHEREAS, all of the outstanding Common Stock of Centel is owned by CTC; and

WHEREAS, the Board of Directors of the Constituent Corporations have deemed it advisable and in the best interests of their Shareholder that Centel be merged into Sprint-Florida; and

WHEREAS, the adoption of an Agreement and Plan of Merger by the respective Boards of Directors and Shareholder of the Constituent Corporations is required by the Florida Business Corporation Act;

NOW, THEREFORE, in consideration of the premises, the parties hereto agree as follows:

1. Plan of Merger. In accordance with the Florida Business Corporation Act, Centel shall be merged with and into Sprint-Florida which shall be the Surviving Corporation. The name of the Surviving Corporation shall remain unchanged. The Articles of Incorporation of Sprint-Florida shall not be amended by reason of the merger and shall be the Articles of Incorporation of the Surviving Corporation. The Bylaws of Sprint-Florida shall be amended by reason of the merger as set forth in Section 6 of this Agreement and, as so amended, shall be the Bylaws of the Surviving Corporation.

2. Effective Date of Merger. At such time following the fulfillment of the conditions precedent set forth in Section 7 of this Agreement as the parties hereto may agree, the Constituent Corporations shall deliver Articles of Merger to the Department of State of the State of Florida pursuant to Section 607.1105 of the Florida Business Corporation Act, and if the Department of State finds that the Articles conform to law and all taxes or fees have been paid, it will file them. As further provided in Section 607.1101 of said Act the merger shall be effective on December 31, 1996 immediately following the transfer of the Common Stock of Sprint-Florida to CTC. Such date is designated the "Effective Date."

3. Outstanding Shares. The number of shares of capital stock of each Constituent Corporation outstanding on September 30, 1996 is as follows:

(a) Sprint-Florida: 6,500,000 shares of Common Stock, par value \$2.50.

(b) Centel: 10 shares of Common Stock, no par value.

4. Payment for Shares. The manner and basis of converting the shares of capital stock of each of the Constituent Corporations shall be as follows:

(a) Each share of the Common Stock, par value \$2.50, of Sprint-Florida which shall be outstanding on the Effective Date shall not be changed by reason of the merger and shall continue to be one share of Common Stock, par value \$2.50, of the Surviving Corporation.

(b) Each share of the Common Stock, no par value, of Centel which shall be outstanding on the Effective Date shall be canceled.

5. Effect of Merger. On the Effective Date, the separate existence of Centel shall cease, and Sprint-Florida, as the Surviving Corporation, shall succeed to all property, real, personal and mixed, and franchises of each of the Constituent Corporations, as well as all debts due on whatever account to each of them, and thenceforth be responsible for all the liabilities and obligations of each of them, all as provided in Section 607.1106 of the Florida Business Corporation Act. At and after the Effective Date, the assets and liabilities of the Constituent Corporations shall be carried on the books of the Surviving Corporation at the amounts at which they were carried on the books of the Constituent Corporations immediately prior to the merger, and the capital surplus and earned surplus of the Surviving Corporation shall be the sum of the respective surpluses of the Constituent Corporations, subject to such adjustments, eliminations or transfers as required to give effect to the merger contemplated by this Agreement.

6. Amendment of Bylaws. On the Effective Date, Section 66 of the Bylaws of Sprint-Florida shall be amended to read as follows:

66. The corporate seal shall have inscribed thereon:

"Sprint-Florida, Incorporated. Corporate Seal."

7. Conditions Precedent to the Merger. The obligations of Sprint-Florida and Centel to effect the merger in accordance with the provisions of this Agreement are subject to the conditions that:

(a) CTC, as shareholder of each of the Constituent Corporations, shall have approved this Agreement.

(b) Sprint-Florida and Centel shall have received all necessary approvals from regulatory agencies or other governmental bodies having jurisdiction over the transactions contemplated hereby and each shall have obtained all other required consents and approvals.

8. Termination. This Agreement may be terminated and the transactions contemplated hereby may be abandoned at any time prior to the Effective Date by mutual agreement of the Boards of Directors of the Constituent Corporations, in which event all obligations of the Constituent Corporations hereunder shall terminate without liability on the part of any party.

9. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original, and all such counterparts together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto, pursuant to authority given by their respective Boards of Directors and Shareholder, have caused its Agreement to be entered into and signed, attested and sealed by their respective authorized officers as of the day and year first above written.

Sprint-Florida, Incorporated

By: J. D. Kelley
J. D. Kelley, President

ATTEST:

J. M. Johns
J. M. Johns, Secretary

(SEAL)

Central Telephone Company of Florida

By: J. D. Kelley
J. D. Kelley, President

ATTEST:

J. M. Johns
J. M. Johns, Secretary

(SEAL)

HEROES/ACM MING DOC