

352370

ARTICLES OF MERGER
Merger Sheet

MERGING:

FLORIDA TELEPHONE CORPORATION, a Florida corporation 352370

INTO

SPRINT CORPORATION, a Kansas corporation not qualified in Florida.

File date: June 27, 1997, effective June 30, 1997

Corporate Specialist: Annette Hogan

EFFECTIVE DATE

6/30/97

97 JUN 27 PM 1:25
FILED
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER
OF
FLORIDA TELEPHONE CORPORATION
INTO
SPRINT CORPORATION

Pursuant to Section 607.1105, Florida Statutes, Sprint Corporation, a Kansas corporation (referred to herein as "Sprint"), and Florida Telephone Corporation, a Florida corporation (referred to herein as "FTC"), 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 Corporation and Florida Telephone Corporation.

ARTICLE II. The surviving corporation resulting from the merger shall be Sprint Corporation.

ARTICLE III. The plan of merger providing for the merger of FTC into Sprint as the surviving corporation is as set forth in the Agreement and Plan of Merger dated as of June 9, 1997 (referred to herein as the "Merger Agreement"), by and between Sprint and FTC, 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 607.1104, Florida Statutes, by the Board of Directors of Sprint on June 9, 1997. No shareholder approval was required.

ARTICLE VI. The manner and basis of converting shares of capital stock of Sprint and FTC on the effective date of the merger is set forth in Section 3 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 June 30, 1997.

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 _____ day of June, 1997.

SPRINT CORPORATION

By: Don A. Jensen
Don A. Jensen Vice President

ATTEST:

Michael T. Hyde
Michael T. Hyde, Assistant Secretary

(Corporate Seal)

FLORIDA TELEPHONE CORPORATION

By: J. Darrell Kelley
J. Darrell Kelley, President

ATTEST:

Susan V. Stucker
Susan V. Stucker, Secretary

(Corporate Seal)

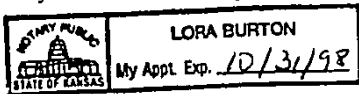
STATE OF KANSAS)
)
COUNTY OF JOHNSON) ss.

BEFORE ME, personally appeared Don A. Jensen, to me well known and known to me to be the Vice President of Sprint Corporation, and known to me to be the person who, as such officer of said Corporation, executed the foregoing Articles of Merger and acknowledged before me that the same was done as the free act and deed of said Corporation executed by such officer for the purposes therein expressed, and further acknowledged that all of the statements set forth therein with respect to said Corporation are true.

WITNESS MY HAND AND OFFICIAL SEAL this 11th day of June, 1997.

Lora Burton
Notary Public - State of Kansas

My Commission Expires:



STATE OF FLORIDA)
) SS.
COUNTY OF ORANGE)

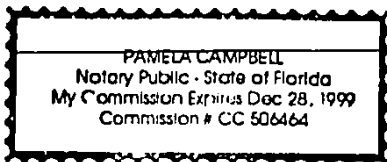
BEFORE ME, personally appeared J. Darrell Kelley, to me well known and known to me to be the President of Florida Telephone Corporation, and known to me to be the person who, as such officer of said Corporation, executed the foregoing Articles of Merger and acknowledged before me that the same was done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

WITNESS MY HAND AND OFFICIAL SEAL this 18th day of June, 1997.

PERSONALLY KNOWN

Pamela Campbell
Notary Public - State of Florida at Large

My Commission Expires:



AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger, dated as of June 9, 1997, is entered into by and between Sprint Corporation ("Sprint"), a Kansas corporation, and Florida Telephone Corporation ("FTC"), a Florida corporation, sometimes referred to as the Constituent Corporations.

WHEREAS, all of the outstanding shares of capital stock of FTC are owned by Sprint; and

WHEREAS, the Board of Directors of Sprint has deemed it advisable that FTC be merged with and into Sprint;

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

1. Plan of Merger. In accordance with the Kansas General Corporation Code and the Florida Business Corporation Act, FTC shall be merged with and into Sprint which shall be the Surviving Corporation. The name of the Surviving Corporation shall remain unchanged. The Articles of Incorporation and the Bylaws of Sprint shall not be amended by reason of the merger and shall be the Articles of Incorporation and Bylaws of the Surviving Corporation.

2. Effective Date of Merger. At such time as the parties hereto may agree, the Constituent Corporations shall deliver a Certificate of Ownership and Merger to the Secretary of State of the State of Kansas pursuant to the Kansas General Corporation Code and shall deliver Articles of Merger to the Department of State of the State of Florida pursuant to the Florida Business Corporation Act, and if the Secretary of State of

the State of Kansas and the Department of State of the State of Florida find that the respective documents conform to law and all taxes or fees have been paid, the respective documents will be filed. The merger shall be effective on June 30, 1997 immediately following the transfer of the 49% general partnership interest in Vista - United Telecommunications, a Florida general partnership, from FTC to its wholly-owned subsidiary, United Telephone Company of Florida, a Florida corporation. Such date is designated the "Effective Date".

3. Conversion of 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 per share, of Sprint 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 per share, of the Surviving Corporation.

(b) Each share of the Class A Common Stock, par value \$2.50 per share, of Sprint 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 Class A Common Stock, par value \$2.50 per share, of the Surviving Corporation

(c) Each share of the Preferred Stock - First Series, Convertible of Sprint 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 Preferred Stock - First Series, Convertible of the Surviving Corporation;

(d) Each share of the Preferred Stock - Second Series, Convertible of Sprint 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 Preferred Stock - Second Series, Convertible of the Surviving Corporation.

(e) Each share of the Preferred Stock - Fifth Series of Sprint 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 Preferred Stock - Fifth Series of the Surviving Corporation.

(f) Each Right of Sprint which shall be outstanding on the Effective Date shall not be changed by reason of the merger and shall continue to be one Right of the Surviving Corporation.

(g) Each share of the Common Stock, par value \$10.00, of FTC which shall be outstanding on the Effective Date shall be canceled.

4. 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 Board 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.

5. Dissenting Shareholders. Shareholders of FTC who, except for the applicability of Section 607.1104 of the Florida Business Corporation Act, would be entitled to vote and dissent from the merger may be entitled, if they comply with the provisions of the Florida Business Corporation Act regarding the rights of dissenting shareholders, to be paid the fair value of their shares.

6. 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 have caused this 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 Corporation

By: Don A. Jensen
Don A. Jensen, Vice President

ATTEST:

Michael T. Hyde
Michael T. Hyde, Assistant Secretary

(SEAL)

Florida Telephone Corporation

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

ATTEST:

Susan V. Stucker
Susan V. Stucker, Secretary

(SEAL)

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