

581633

ARTICLES OF MERGER
Merger Sheet

MERGING:

CUSTOM RADIO/JOHNSON COMMUNICATIONS, INC., a Florida corporation,
document number 581633

INTO

NEXTEL LICENSE HOLDING 3, INC., a Delaware corporation not qualified in
Florida.

File date: December 20, 1996, effective December 31, 1996

Corporate Specialist: Karen Gibson

581633

1201 HAYS STREET
TALLAHASSEE, FL 32311-2607
904/222-9171
904/222-9193 FAX

80-372-8055



ACCOUNT NO. : 072100000032

REFERENCE : 153758 7113206

AUTHORIZATION : *Patricia Pajot*

COST LIMIT : \$ 70.00

ORDER DATE : November 13, 1996

ORDER TIME : 1:23 PM

ORDER NO. : 153758-485

CUSTOMER NO: 7113206

CUSTOMER: Reid Zulager, Legal Asst
Nextel Communications, Inc.
1505 Farm Credit Drive

Mc Lean, VA 22102

EFFECTIVE DATE
12-31-96

200002035482--3

ARTICLES OF MERGER

CUSTOM RADIO/JOHNSON
COMMUNICATIONS, INC.

INTO

NEXTEL LICENSE HOLDING 3,
INC.

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

 CERTIFIED COPY
XX PLAIN STAMPED COPY

CONTACT PERSON: Michael E. Klunk

EXAMINER'S INITIALS: _____

FILED
96 DEC 20 PM 2:02
RECEIVED
96 DEC 20 PM 1:53
DIVISION OF CORPORATION
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER
OF
CUSTOM RADIO/JOHNSON COMMUNICATIONS, INC.
INTO
NEXTEL LICENSE HOLDING 3, INC.

EFFECTIVE DATE
12-31-96

Nextel License Holding 3, Inc. ("Survivor"), a corporation organized and existing under and by virtue of the General Corporation Law of Delaware ("DGCL"),

DOES HEREBY CERTIFY THAT:

FIRST: The names and states of incorporation of the constituent corporations of the merger are as follows:

NAME: STATE OF INCORPORATION:

Nextel License Holding 3, Inc. Delaware

Custom Radio/Johnson Communications, Inc. Florida

SECOND: Survivor and Custom Radio/Johnson Communications, Inc. ("Target") have agreed that Target will merge into Survivor (the "Merger") pursuant to the terms of an Agreement and Plan of Merger, a copy of which is attached hereto as Exhibit A (the "Plan of Merger"), in accordance with the requirements of Section 607.1107 of the Business Corporation Act of the State of Florida and Section 252 of the DGCL.

THIRD: The name of the surviving corporation of the merger is Nextel License Holding 3, Inc., a Delaware corporation.

FOURTH: The Plan of Merger was adopted by written consent of the sole stockholder of Survivor on November 15, 1996.

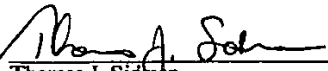
FIFTH: The Plan of Merger was adopted by written consent of the sole shareholder of Target on November 15, 1996.

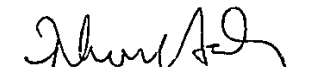
SIXTH: The effective date of the Merger is 11:59:59 p.m. on Tuesday, December 31, 1996.

IN WITNESS WHEREOF, each of the undersigned has executed these Articles of Merger and does hereby acknowledge the statements set forth herein.

Dated: November 15, 1996.

NEXTEL LICENSE HOLDING 3, INC.


Thomas J. Sidman
Vice President


Thomas D. Hickey
Assistant Secretary

FILED
96 DEC 20 PM 2:03
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (the "Agreement"), dated as of November 15, 1996, is by and between Nextel License Holding 3, Inc., a Delaware corporation ("Survivor"), and Custom Radio/Johnson Communications, Inc., a Florida corporation ("Target").

WHEREAS, the Board of Directors of each of Survivor and Target have determined that it is advisable and in the best interests of their respective companies and stockholders that they merge pursuant to Section 252 of the General Corporation Law of the State of Delaware ("DGCL") and Section 607.1107 of the Business Corporation Act of the State of Florida ("FBCA") upon the terms and conditions contained in this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements contained herein, Survivor and Target agree as follows:

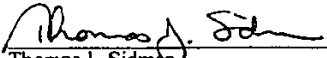
1. The Merger. At the Effective Date (as defined in Section 1.6 below), Target shall merge with and into Survivor in accordance with the DGCL and the FBCA (the "Merger"), and Survivor shall be the surviving corporation of the Merger. The identity, existence, rights, privileges, powers, franchises, properties and assets of Survivor shall continue unaffected and unimpaired by the Merger. As of the Effective Date, the identity and separate existence of Target shall cease, and all of the rights, privileges, powers, franchises, properties and assets of Target shall be vested in Survivor.
 - 1.1 Address. The street address of the principal office of Survivor shall be c/o Nextel, 1505 Farm Credit Drive, McLean, VA 22102.
 - 1.2 Corporate Purposes. The corporate purposes of Survivor shall be the corporate purposes of Survivor as in effect immediately prior to the Effective Date.
 - 1.3 Authorized Stock. Prior to the Effective Date, Target has 10,000 shares of authorized and outstanding common stock with a par value of \$.10 per share, and Survivor has 100 shares of authorized and outstanding common stock with a par value of \$.01 per share. After the Effective Date, the total number of shares and the par value of each class of stock which Survivor is authorized to issue shall be the total number of shares and par value of each class of stock which Survivor is authorized to issue immediately prior to the Effective Date.
 - 1.4 Other Terms and Conditions. Certain other terms and conditions of the Merger are as follows:
 - 1.4.1 Certificate of Incorporation. The certificate of incorporation of Survivor as in effect on and immediately prior to the Effective Date will be the certificate of incorporation of Survivor immediately after the Effective Date until it is altered, amended or repealed as provided therein.
 - 1.4.2 Bylaws. The bylaws of the Survivor as in effect on and immediately prior to the Effective Date will be the bylaws of Survivor immediately after the Effective Date until they are altered, amended or repealed as provided therein.
 - 1.4.3 Directors and Officers. The directors and officers of Survivor on and immediately prior to the Effective Date will continue in office until the next meeting of stockholders of Survivor or until their successors are duly elected and qualified.
 - 1.5 Merger Consideration. At the Effective Date, by virtue of the Merger and without any action on the part of Target or Survivor: (a) each share of Target's authorized stock and each share of Target's outstanding stock will be extinguished, all certificate(s) representing outstanding shares of Target's stock will be cancelled, and no payment will be made in respect thereof; and (b) the outstanding shares of the Survivor and the certificates representing those shares will remain outstanding and will not be affected by the Merger.

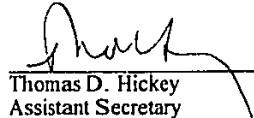
- 1.6 Effective Date. The effective date of the Merger (the "Effective Date") is 11:59:59 p.m. on Tuesday, December 31, 1996.
- 1.7 Termination; Amendment. Notwithstanding anything else to the contrary, this Agreement may be terminated and abandoned by the Board of Directors of either Survivor or Target at any time prior to the date of filing of any Certificate of Merger with the Secretary of State of Delaware or Articles of Merger with the Florida Department of State. In the event of such termination, this Agreement shall become void and neither party shall have any obligations with respect hereto or to the transactions contemplated hereby. This Agreement may be amended by the respective Boards of Directors of Survivor and Target at any time prior to the date of filing of any Certificate of Merger with the Secretary of State of Delaware or Articles of Merger with the Florida Department of State so long as the provisions of the DGCL and the FBCA have been complied with.

2. General. This Agreement shall be governed by the laws of the State of Delaware and may be executed in counterparts, each of which shall constitute an original.

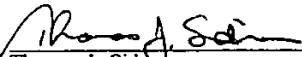
IN WITNESS WHEREOF, the parties have duly executed this Agreement on the 15th day of November, 1996.

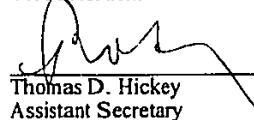
NEXTEL LICENSE HOLDING 3, INC.


Thomas J. Sidman
Vice President


Thomas D. Hickey
Assistant Secretary

CUSTOM RADIO/JOHNSON COMMUNICATIONS, INC.


Thomas J. Sidman
Vice President


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