

667248



**THE UNITED STATES
CORPORATION**
COMPANY

ACCOUNT NO. : 072100000032

REFERENCE : 864797 4304512

AUTHORIZATION : *Patricia*

COST LIMIT : \$ 70.00

ORDER DATE : June 22, 1998

ORDER TIME : 9:12 AM

ORDER NO. : 864797-020

CUSTOMER NO: 4304512

CUSTOMER: Betty Thornson, Legal Asst
Sidley & Austin
One First National Plaza

Chicago, IL 60603

100002569141--0

ARTICLES OF MERGER

AMERICAN PAGING, INC. (OF
FLORIDA)

INTO

AMERICAN PAGING, INC.

FILED
98 JUN 23 PM 4:04
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

6/24
Joey Menger

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

 CERTIFIED COPY
XX PLAIN STAMPED COPY

EFFECTIVE DATE
JUN 29 1998

CONTACT PERSON: Cassandra Bryant

EXAMINER'S INITIALS:

RECEIVED
98 JUN 23 AM 10:06
DIVISION OF CORPORATION

ARTICLES OF MERGER
Merger Sheet

MERGING:

AMERICAN PAGING, INC. (OF FLORIDA), a Florida corporation, 667248

INTO

AMERICAN PAGING, INC. (OF CALIFORNIA), a California corporation not
qualified in Florida.

File date: June 23, 1998, effective June 29, 1998

Corporate Specialist: Joy Moon-French

Account number: 072100000032

Account charged: 70.00

ARTICLES OF MERGER
OF
AMERICAN PAGING, INC. (OF FLORIDA)
AND
AMERICAN PAGING, INC. (OF CALIFORNIA)

FILED

98 JUN 23 PM 4:04

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

To the Department of State
State of Florida

EFFECTIVE DATE
JUN 29 1998

Pursuant to the provisions of the Florida Business Corporation Act, the domestic business corporation and the foreign business corporation herein named do hereby submit the following articles of merger.

1. Annexed hereto as Exhibit A and made a part hereof is the Agreement and Plan of Merger for merging AMERICAN PAGING, INC. (OF FLORIDA) ("API-FL") with and into AMERICAN PAGING, INC. (OF CALIFORNIA) ("API-CA").

2. The sole shareholder entitled to vote on the aforesaid Plan of Merger of API-FL approved and adopted the Agreement and Plan of Merger in writing on June 15, 1998.

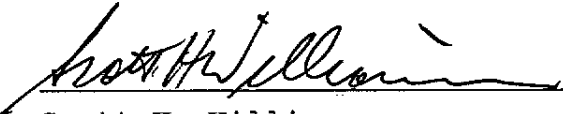
3. The merger of API-FL with and into API-CA is permitted by the laws of the jurisdiction of organization of API-CA and has been authorized in compliance with said laws. The date of approval and adoption of the Agreement and Plan of Merger by the sole shareholder of API-CA was June 15, 1998.

4. The effective time and date of the merger herein provided for in the State of Florida shall be 1:00 p.m. on June 29, 1998.


SHEET OF SIGNATURES

Executed on June 15, 1998.

AMERICAN PAGING, INC. (OF CALIFORNIA)

By: 
Scott H. Williamson
Vice President

AMERICAN PAGING, INC. (OF FLORIDA)

By: 
Scott H. Williamson
Vice President

ARTICLES OF MERGER
OF
AMERICAN PAGING, INC. (OF FLORIDA)
AND
AMERICAN PAGING, INC. (OF CALIFORNIA)

EXHIBIT A

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (this "Plan of Merger") is made as of June 15, 1998, by and among American Paging, Inc. (of California), a California corporation ("API-CA") and each of the corporations listed on the attached Exhibit A (collectively referred to as the "Non-Surviving Corporations"), in accordance with Section 1101 of California Business Corporation Law and the appropriate Sections of the Business Corporation Law of the state of incorporation of each Non-Surviving Corporations.

API-CA and the Non-Surviving Corporations are sometimes collectively referred to hereinafter as the "Constituent Corporations".

W I T N E S S E T H:

WHEREAS, the sole director and sole shareholder of each of the Constituent Corporations, deem desirable and hereby approve the merger of the Non-Surviving Corporations with and into API-CA pursuant to the terms and conditions set forth herein (the "Merger");

WHEREAS, for federal income tax purposes, it is intended that the merger of the Non-Surviving Corporations with and into API-CA shall qualify as a reorganization within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended (the "Code").

NOW THEREFORE, the Constituent Corporations agree that the Non-Surviving Corporations will be merged with and into API-CA and that the plans, terms and conditions of the Merger shall be as follows:

Section 1. General

1.1 The Merger. On the Effective Date (as defined in Section 1.7 hereof) of the Merger, the Non-Surviving Corporations shall be merged with and into API-CA with API-CA surviving such Merger.

1.2 Name of Surviving Corporation. The name of the Surviving Corporation following effectiveness of the Merger shall be American Paging, Inc. (of California).

1.3 Certificate of Incorporation and By-laws. (a) The Certificate of Incorporation of API-CA shall be the Certificate of Incorporation of the Surviving Corporation.

(b) The By-laws of API-CA as in effect immediately prior to the Effective Date shall be the By-laws of the Surviving

Corporation after the Effective Date unless and until amended in accordance with their terms and the terms of the Certificate of Incorporation of the Surviving Corporation and as provided by law.

1.4 Directors and Officers. The directors and officers of API-CA immediately prior to the Effective Date shall be the initial directors and officers of the Surviving Corporation after the Effective Date, each to hold office in accordance with the Certificate of Incorporation and By-laws of the Surviving Corporation until their respective successors are duly elected and qualified.

1.5 Property and Liabilities of the Non-Surviving Corporations. On the Effective Date, the separate existence of the Non-Surviving Corporations shall cease and the Non-Surviving Corporations shall be merged with and into API-CA (the "Surviving Corporation"). The Surviving Corporation shall, from and after the Effective Date, possess all the rights, privileges, powers and franchises of whatsoever nature and description, of a public as well as of a private nature, and be subject to all the restrictions, disabilities and duties of each of the Non-Surviving Corporations; all rights, privileges, powers and franchises of each of the Non-Surviving Corporations, and all property, real, personal and mixed, of and debts due to any of the Non-Surviving Corporations on whatever account including stock subscriptions and all other things in action or belonging to each of the Non-Surviving Corporations shall be vested in the Surviving Corporation; and all property, rights, privileges, powers and franchises, and all other interests of the Non-Surviving Corporations shall be thereafter as effectually the property of the Surviving Corporation as they were of the several and respective Non-Surviving Corporations and the title to and any real estate vested by deed or otherwise in any of the Constituent Corporations shall not revert or be in any way impaired by reason of the Merger. All rights of creditors and all liens upon the property of the Non-Surviving Corporations shall be preserved unimpaired, and all debts, liabilities and duties of the Non-Surviving Corporations shall thenceforth attach to the Surviving Corporation, and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it. Any claim existing or action or proceeding, whether civil, criminal or administrative, pending by or against any of the Non-Surviving Corporation may be prosecuted to judgment or decree as if the Merger had not taken place, or the Surviving Corporation may be substituted in such action or proceeding.

1.6 Further Assurances. The Non-Surviving Corporations and API-CA agree that at any time, or from time to time, as and when requested by the Surviving Corporation, or by its successors and assigns, it will execute and deliver, or cause to be executed and delivered in its name by its last acting officers, or by the corresponding officers of the Surviving Corporation, all such conveyances, assignments, transfers, deeds or other instruments, and will take or cause to be taken such further or other action as the Surviving Corporation, its successors or assigns may deem necessary or desirable in order to evidence the transfer, vesting or devolution of any property, right, privilege or franchise or to vest or perfect in or confirm to the Surviving Corporation, its successors and assigns, title to and possession of all the property, rights, privileges, powers, franchises and interests referred to in this Section 1 herein and otherwise to carry out the intent and purposes hereof.

1.7 Effective Date. This Plan of Merger shall become effective at 1:00 o'clock p.m. on June 29, 1998 (the "Effective Date").

Section 2. Capital Stock of the Surviving Corporation

2.1 Conversion of Shares. As of the Effective Date, by virtue of the Merger and without any further action on the part of any of the Constituent Corporations, the Surviving Corporation or any other person or entity:

(a) All of the issued and outstanding shares of common stock of the Non-Surviving Corporations shall be automatically canceled; and

(b) The issued and outstanding shares of common stock of API-CA shall continue to exist as the issued and outstanding shares of common stock of the Surviving Corporation.

Section 3. Miscellaneous

3.1 Counterparts. This Plan of Merger may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which taken together shall constitute one Plan of Merger.

* * * * *

EXHIBIT A

<u>Name of the Non-Surviving Corporations</u>	<u>Domestic State</u>
American Paging, Inc. (of Arizona)	Arizona
American Paging, Inc. (of District of Columbia)	D.C.
American Paging, Inc. (of Florida)	Florida
American Paging, Inc. (of Georgia)	Georgia
American Paging, Inc. (of Illinois)	Illinois
American Paging, Inc. (of Indiana)	Indiana
American Paging, Inc. (of Kentucky)	Kentucky
American Paging, Inc. (of Louisiana)	Louisiana
American Paging of Maryland, Inc.	Maryland
American Paging, Inc. (of Minnesota)	Minnesota
American Paging, Incorporated of Missouri	Missouri
American Paging, Inc. (of New Mexico)	New Mexico
American Paging, Inc. (of New York)	New York
American Paging, Inc. (of North Carolina)	North Carolina
American Paging, Inc. (of Ohio)	Ohio
American Paging, Inc. (of Oklahoma)	Oklahoma
A.P. of Pennsylvania, Inc.	Pennsylvania
American Paging, Inc. (of South Carolina)	South Carolina
American Paging, Inc. (of Texas)	Texas
American Paging, Inc. (of Utah)	Utah
American Paging, Inc. (of Virginia)	Virginia
American Paging, Inc. (of Wisconsin)	Wisconsin
American Paging Network, Inc.	Delaware
APPNOC, Inc.	Delaware