



THE UNITED STATES
CORPORATION
COMPANY

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SECRETARY OF CORPORATIONS
DIVISION OF CORPORATIONS
98 DEC 22 PM 1:59

ORDER DATE : December 21, 1998

ORDER TIME : 11:55 AM

ORDER NO. : 074581-005

CUSTOMER NO: 4327451

CUSTOMER: Peter Barrett, Esq
Fleischman and Walsh, L.L.P.
1400 Sixteenth Street, N.W.

200002719372--0

Washington, DC 20036

DOMESTIC AMENDMENT FILING

NAME: MEGA BROADCASTING OF TAMPA
LIMITED PARTNERSHIP

EFFECTIVE DATE:

XX ARTICLES OF AMENDMENT
 RESTATED ARTICLES OF INCORPORATION

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

 CERTIFIED COPY
XX PLAIN STAMPED COPY
 CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Robert Maxwell

EXAMINER'S INITIALS:

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CERTIFICATE OF AMENDMENT
TO
CERTIFICATE OF LIMITED PARTNERSHIP OF
MEGA BROADCASTING OF TAMPA LIMITED PARTNERSHIP

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Mega Broadcasting of Tampa Limited Partnership
(insert name currently on file with Florida Dept. of State)

Pursuant to the provisions of Section 620.109, Florida Statutes, this Florida limited partnership, whose certificate was filed with the Florida Department of State on May 30, 1997, adopts the following certificate of amendment to its certificate of limited partnership:

FIRST: Amendment(s): (indicate article number(s) being amended, added or deleted):

1. The first recital which reads "AGREEMENT OF LIMITED PARTNERSHIP dated as of December 15, 1997 among MEGA GPII CORP., a New Jersey corporation, as general partner (the "General Partner"), and MEGA HOLDINGS II, L.P., a New Jersey limited partnership (the "Limited Partner") is hereby amended to read as follows:

AGREEMENT OF LIMITED PARTNERSHIP dated as of December 15, 1997 among MEGA COMMUNICATIONS OF TAMPA, L.L.C., a Delaware limited liability company, as general partner (the "General Partner"), and MEGA COMMUNICATIONS, INC., a Delaware corporation (the "Limited Partner").*

2. The definition of "Limited Partner" is hereby amended to read:

"Limited Partner" shall mean Mega Communications, Inc.

3. SCHEDULE I TO AGREEMENT OF LIMITED PARTNERSHIP is amended to delete the name of "Mega GPII Corp." and to replace it with "Mega Communications of Tampa, L.L.C." and to delete the name of "Mega Holdings II, L.P." and to replace it with "Mega Communications, Inc."

SECOND: This certificate of amendment shall be effective at the time of its filing with the Florida Department of State.

THIRD: Signature(s)

Signature of current general partner: Mega Communications of Tampa, L.L.C.



Alfredo Alonso, President

*See attached Assignment and Assumption Agreements documenting assignment of partnership interests.

ATTACHMENT TO CERTIFICATE OF AMENDMENT
TO CERTIFICATE OF LIMITED PARTNERSHIP TO
MEGA BROADCASTING OF TAMPA LIMITED PARTNERSHIP

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**ASSIGNMENT AND ASSUMPTION AGREEMENT
(PARTNERSHIP INTEREST)**

This Assignment and Assumption Agreement (Partnership Interest) (this "Agreement") is entered into and is effective as of November 24, 1998, by and among Mega Holdings II, L.P., a New Jersey limited partnership ("Assignor"), Mega GPII Corp., a New Jersey corporation ("GPII"), and Mega Communications Inc., a Delaware corporation ("Assignee").

Recitals

Assignor desires to assign, transfer and convey to Assignee all of Assignor's right, title and interest in and to its limited partnership interest in Mega Broadcasting of Tampa, Limited Partnership (the "Partnership") under the Agreement of Limited Partnership relating to the Partnership dated as of December 15, 1997 (the "Interest"). Assignee has agreed to accept such assignment and to assume all obligations and liabilities associated with the Interest, in accordance with the terms and conditions set forth in this Agreement.

Agreement

In consideration of the mutual covenants and promises in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignor hereby irrevocably assigns, transfers and conveys to Assignee all of Assignor's right, title and interest in and to the Interest.
2. Assignee accepts the assignment, transfer and conveyance by Assignor of the Interest and hereby assumes and agrees to perform, discharge and be liable for all obligations and liabilities associated therewith.
3. GPII, the general partner of the Partnership, hereby consents to the transfer by Assignor of the Interest.
4. The assignment and assumption made hereunder is subject to the terms of the Asset Purchase Agreement among Assignor, Assignee and certain other parties, dated as of September 18, 1998 ("Asset Purchase Agreement"), and is made without any other representation, warranty, covenant, limitation or provision, express or implied, except as otherwise provided in the Asset Purchase Agreement.
5. This Agreement shall be governed by and construed in accordance with the laws of the state of New York, without regard to principles of conflicts of law.

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6. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

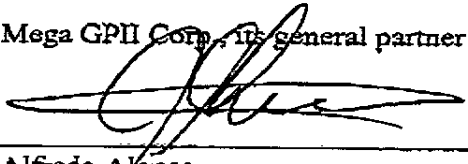
7. Each of the parties agrees to execute and deliver all further documents which may be required in connection with the assignment and assumption of the Interest referred to in this Agreement.

8. This Agreement may be executed in counterparts, each of which will be an original and all of which will constitute the same document.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the date first written above.

MEGA HOLDINGS II, L.P.

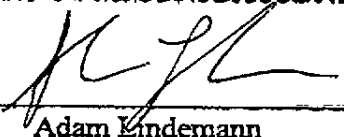
By: Mega GPII Corp., its general partner

By: 
Alfredo Alonso
President

MEGA GPII CORP.

By: 
Alfredo Alonso
President

MEGA COMMUNICATIONS, INC.

By: 
Adam Lindemann
Chairman