

Document Number Only

F95000000541

DIVISION OF CORPORATIONS

C T CORPORATION SYSTEM

Requestor's Name

1311 Executive Center Drive, Ste. 200

Address

Tallahassee, FL 32301 (904) 656-8298
City State Zip Phone

CORPORATION(S) NAME

Contact Communications, Inc.

- | | | |
|--|---|---|
| <input checked="" type="checkbox"/> Profit | <input type="checkbox"/> Amendment | <input type="checkbox"/> Merger |
| <input type="checkbox"/> NonProfit | <input type="checkbox"/> Dissolution/Withdrawal | <input type="checkbox"/> Mark |
| <input type="checkbox"/> Foreign | <input type="checkbox"/> Annual Report | <input type="checkbox"/> Other |
| <input type="checkbox"/> Limited Partnership | <input type="checkbox"/> Reservation | <input type="checkbox"/> Change of R.A. |
| <input type="checkbox"/> Reinstatement | <input type="checkbox"/> Photo Copies | <input type="checkbox"/> Fictitious Name |
| <input type="checkbox"/> Certified Copy | <input type="checkbox"/> CUS / G/S | |
| <input type="checkbox"/> Call When Ready | <input type="checkbox"/> Call If Problem | <input type="checkbox"/> After 4:30 |
| <input checked="" type="checkbox"/> Walk In | <input type="checkbox"/> Will Wait | <input checked="" type="checkbox"/> Pick Up |
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SECRETARY OF STATE
DIVISION OF CORPORATIONS
95 FEB -1 AM 11:55

**APPLICATION BY FOREIGN CORPORATION FOR
AUTHORIZATION TO TRANSACT BUSINESS IN FLORIDA**

IN COMPLIANCE WITH SECTION 607.1503, FLORIDA STATUTES, THE FOLLOWING IS SUBMITTED TO REGISTER A FOREIGN CORPORATION TO TRANSACT BUSINESS IN THE STATE OF FLORIDA:

1. CONTACT COMMUNICATIONS INC.
(Name of corporation: must include the word "INCORPORATED," "COMPANY," or "CORPORATION" or words or abbreviations of like import in language, as will clearly indicate that it is a corporation instead of a natural person or partnership if not so contained in the name at present.)

2. Delaware
(State or country under the law of which it is incorporated)

3. July 11, 1994 4. Perpetual
(Date of Incorporation) (Duration)

5. 752548538
(Federal Employer Identification number, if applicable)

6. January 1, 1995
(Date first transacted business in Florida. See sections 607.1501, 607.1502, and 817.155, F.S.)

7. 600 Data Drive, Suite 100, Plano, Texas 75075
(Current mailing address)

8. Communications Services
(Brief description of the nature of the business in which it is engaged in the state of Florida)

9. Names and street addresses of officers and or directors:

A. Directors:

Chairman: Jackie R. Kimzey
Address: 600 Data Drive, Suite 100
Plano, Texas 75075

Vice Chairman: _____

Address: _____

Director: _____

Address: _____

Director: _____

Address: _____

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DIVISION OF CORPORATIONS
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B. Officers:

President: see attached list of officers

Address: _____

Vice President: _____

Address: _____

Secretary: _____

Address: _____

Treasurer: _____

Address: _____

(If needed, you may attach an addendum to the application listing additional officers and/or directors.)

10. Name and Street address of Florida registered agent:

Name: C T Corporation System

Office Address: c/o C T Corporation System, 1200 South Pine Island Road
Plantation, Florida 33324

Zip Code

11. Registered agent's acceptance:

Having been named as registered agent and to accept service of process for the above stated corporation at the place designated in this application, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Registered agent's signature: _____

C T Corporation System

Nora L. Braden

(Officer)

Nora L. Braden

Special Asst. Secy.

(Typed Name and Title of Officer)

12. Attached is a certificate of existence duly authenticated, not more than 90 days prior to delivery of this application to the Department of State, by the Secretary of State or other official having custody of corporate records in the jurisdiction under the law of which it is incorporated.

13. [Signature]

(Signature of Chairman, Vice Chairman, or any officer listed in number 9 of the application)

14. David J. Vucina, President

(Name and capacity of person signing application)

Appendix to Florida
Application by Fgn. Corp. for Authorization to Transact Business in Florida

**Officers of
CONTACT COMMUNICATIONS INC.**

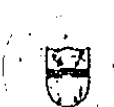
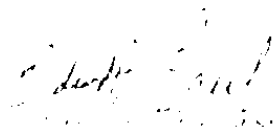
1. Jackie R. Kimzey, Chief Executive Officer
600 Data Drive, Suite 100
Plano, Texas 75075
2. David J. Vucina, President
600 Data Drive, Suite 100
Plano, Texas 75075
3. Jan E. Gaulding, Sr. Vice Pres., Secy, & Treas.
600 Data Drive, Suite 100
Plano, Texas 75075
4. Bo Bernard, Executive Vice President
600 Data Drive, Suite 100
Plano, Texas 75075
5. Jeff Owens, Vice President
600 Data Drive, Suite 100
Plano, Texas 75075

State of Delaware
Office of the Secretary of State

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "CONTACT COMMUNICATIONS INC." IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE TWENTY-SEVENTH DAY OF JANUARY, A.D. 1995.

AND I DO HEREBY FURTHER CERTIFY THAT THE FRANCHISE TAXES HAVE NOT BEEN ASSESSED TO DATE.

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 DIVISION OF CORPORATIONS
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

600001728416
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*****35.00 *****35.00

CT CORPORATION SYSTEM

Requestor's Name

660 EAST JEFFERSON STREET

Address

TALLAHASSEE FL 32301 222-1092

City

State

Zip

Phone

CORPORATION(S) NAME

600001728416
-02/29/96--01082--001
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Total Communications Services, Inc.

Merging into: Contact Communications, Inc.

- | | | |
|--|---|---|
| <input type="checkbox"/> Profit | <input type="checkbox"/> Amendment | <input checked="" type="checkbox"/> Merger |
| <input type="checkbox"/> NonProfit | | |
| <input type="checkbox"/> Limited Liability Company | <input type="checkbox"/> Dissolution/Withdrawal | <input type="checkbox"/> Mark |
| <input type="checkbox"/> Foreign | | |
| <input type="checkbox"/> Limited Partnership | <input type="checkbox"/> Annual Report | <input type="checkbox"/> Other |
| <input type="checkbox"/> Reinstatement | <input type="checkbox"/> Reservation | <input type="checkbox"/> Change of R.A. |
| | | <input type="checkbox"/> Fictitious name Filing |
| <input type="checkbox"/> Certified Copy | <input type="checkbox"/> Photo Copies | <input type="checkbox"/> CUS |
| <input type="checkbox"/> Call When Ready | <input type="checkbox"/> Call If Problem | <input type="checkbox"/> After 4:30 |
| <input checked="" type="checkbox"/> Walk In | | <input checked="" type="checkbox"/> Pick Up |
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DIVISION

N. HENDRICKS MAR - 1 1996



FLORIDA DEPARTMENT OF STATE
Sandra B. Mortham
Secretary of State

ARTICLES OF MERGER
Merger Sheet

MERGING:

TOTAL COMMUNICATION SERVICES, INC., A FLORIDA CORPORATION,
K52561

into

CONTACT COMMUNICATIONS INC., a Delaware corporation F95000000541

File date: February 29, 1996

Corporate Specialist: Nancy Hendricks

**ARTICLES OF MERGER
OF
TOTAL COMMUNICATION SERVICES, INC.
WITH AND INTO
CONTACT COMMUNICATIONS INC.**

FILED
96 FEB 29 AM 9:12
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The undersigned corporations, pursuant to Section 607.1107 of the Florida Business Corporation Act hereby execute the following Articles of Merger:

FIRST: The names of the corporations proposing to merge and the names of the states or countries under the laws of which such corporations are organized are as follows:

<u>Name of Corporation</u>	<u>State/Country of Incorporation</u>
Contact Communications, Inc. ("Contact")	Delaware
Total Communication Services, Inc. ("Total")	Florida

SECOND: The laws of the state or country under which such foreign corporation is organized permit such merger and such foreign corporation is complying with those laws in effecting the merger.

THIRD: The foreign corporation complies with Section 607.1105 F.S. (as set forth below) if it is the surviving corporation of the merger; and each domestic corporation complies with the applicable provisions of Sections 607.1101 - 607.1104 F.S. and, if it is the surviving corporation of the merger, with Section 607.1105 F.S. (as set forth below).

FOURTH: The plan of merger is attached hereto as Exhibit A.

FIFTH: The effective date of the certificate of merger shall be the date on which these Articles of Merger are filed with the Department of State of the State of Florida.

SIXTH: The plan of merger was adopted by the shareholders of Total, on the 1st day of February, 1996, and was adopted by the Board of Directors of Contact on the 1st day of February, 1996.

Signed this 1st day of February, 1996.

CONTACT COMMUNICATIONS, INC.

By: Mark A. Solls
Mark A. Solls
Vice President and General Counsel

TOTAL COMMUNICATION SERVICE, INC.

By: Mark A. Solls
Mark A. Solls
Vice President and General Counsel

EXHIBIT A

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement"), to be effective as of February 1, 1996, is executed by Contact Communications Inc., a Delaware corporation ("Contact"), and Total Communication Services, Inc., a Florida corporation ("Total").

RECITALS:

A. The respective Boards of Directors of Total and Contact deem it advisable for Total to merge with and into Contact as authorized by the Delaware General Corporation Law (the "DGCL") and the Florida Business Corporation Act (the "FBCA") and on the terms set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual agreements, covenants and provisions herein contained, the parties hereto agree as follows:

ARTICLE I

The Merger

1.1 **Merger.** At the Effective Time (as defined in Section 1.2), Total shall be merged with and into Contact, the separate existence of Total shall cease and Contact, as the surviving corporation in the merger (the "Surviving Corporation"), shall continue to exist by virtue of and shall be governed by the laws of the State of Delaware.

1.2 **Effective Time of Merger.** A Certificate of Merger setting forth the information required by, and otherwise in compliance with, the DGCL shall be filed with the Secretary of State of the State of Delaware and Articles of Merger setting forth the information required by, and otherwise in compliance with, the FBCA shall be filed with the Department of State of the State of Florida and the merger of Total with and into Contact (the "Merger") shall become effective upon the issuance of a certificate of merger by the Secretary of State of Delaware (the time of such effectiveness is herein called the "Effective Time").

1.3 **Effects of Merger.** At the Effective Time, Contact without further action, as provided by the laws of the State of Florida, shall succeed to and possess all the rights, privileges, powers and franchises, of a public as well as of a private nature, of Total; and all property, real, personal and mixed, and all debts due on whatsoever account, including subscriptions to shares, and all other causes in action, and all and every other interest, of or belonging to or due to Total, shall be deemed to be vested in Contact without further act or deed; and the title to any real estate, or any interest therein, vested in Contact or Total shall not revert or be in any way impaired by reason of the Merger. Such transfer to and vesting in Contact shall be deemed to occur by operation of law and no consent or approval of any other person shall be required in connection with any such transfer or vesting unless such consent or approval is specifically required in the event of merger or

consolidation by law or express provision in any contract, agreement, decree, order or other instrument to which Contact or Total is a party or by which it is bound. Contact shall thenceforth be responsible and liable for all debts, liabilities and duties of Total, which may be enforced against Contact to the same extent as if said debts, liabilities and duties had been incurred or contracted by it. Neither the rights of creditors nor any liens upon the property of Contact or Total shall be impaired by the Merger.

1.4 Articles of Incorporation. The Certificate of Incorporation of Contact as in effect at the Effective Time shall be and remain the Certificate of Incorporation of the Surviving Corporation, until the same shall be amended as provided by law. No changes are to be effected to the Articles of Incorporation of the Surviving Corporation as a result of the Merger.

1.5 Bylaws. The Bylaws of Contact as in effect at the Effective Time shall be and remain the Bylaws of the Surviving Corporation, until the same shall thereafter be amended or repealed in accordance with law, the Surviving Corporation's Articles of Incorporation or such Bylaws.

1.6 Officers. The officers of Contact who are serving as such at the Effective Time shall be the officers of the Surviving Corporation from and after the Effective Time, each such individual to serve until his or her successor has been duly elected or appointed and qualified or until his or her earlier death, resignation or removal in accordance with law, the Surviving Corporation's Articles of Incorporation and its bylaws.

1.7 Directors. The directors of Contact who are serving as such immediately prior to the Effective Time shall be the directors of the Surviving Corporation from and after the Effective Time, each such individual to serve until his or her successor has been duly elected or appointed and qualified or until his or her earlier death, resignation or removal in accordance with law, the Surviving Corporation's Articles of Incorporation and its bylaws.

ARTICLE II

Conversion of Shares in the Merger

By virtue of the Merger and without any action on the part of any person, at the Effective Time:

(a) Contact. Each share of common stock, par value \$.001 per share, of Contact issued and outstanding immediately prior to the Effective Time shall remain outstanding.

(b) Total. Each share of common stock, par value \$1.00 per share, of Total issued and outstanding immediately prior to the Effective Time shall be cancelled without payment of any consideration therefor and shall cease to exist and be outstanding.

ARTICLE III

Miscellaneous

3.1 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which collectively shall constitute one and the same instrument.

3.2 Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware.

3.3 Section Headings. The section headings contained in this Agreement are inserted for convenience of reference only and shall not affect the meaning or interpretation of this Agreement.

3.4 Termination. This Agreement may be terminated at any time before completion of the filing with the Secretary of State pursuant to Section 1.2 hereof by appropriate resolution of the Board of Directors of Contact for any reason which it deems appropriate.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date or dates indicated below, to be effective as of the date first set forth above.

CONTACT COMMUNICATIONS INC.

By: Mark A. Solls
Mark A. Solls
Vice President and General Counsel

Date: February 1, 1996

TOTAL COMMUNICATION SERVICES, INC..

By: Mark A. Solls
Mark A. Solls
Vice President and General Counsel

Date: February 1, 1996

Document Number Only

F95000000541

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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*****35.00 *****35.00
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-03/07/96--01105--007
*****35.00 *****35.00

C T CORPORATION BY8/121
Requestor's Name
660 East Jefferson Street
Address
Tallahassee, Florida 32301
City State Zip Phone
904-222-1092
CORPORATION(S) NAME

Williams Metro Communications, a Florida Corporation
Metro Mobile Corporation, a Florida Corporation
Metro Paging of Georgia, Inc., a Georgia Corporation
merging into: Contact Communications, Inc.

☐ Profit
☐ NonProfit
☐ Limited Liability Company
☐ Foreign
☐ Amendment
☐ Dissolution/Withdrawal
☒ Merger
☐ Mark
☐ Annual Report
☐ Reservation
☐ Other
☐ Change of H.A.
☐ Photo Copies
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☒ Walk In
☐ Mail Out
☐ Call If Problem
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3/4/96

N. HENDRICKS MAR - 4 1996

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FLORIDA DEPARTMENT OF STATE
Sandra B. Morlham
Secretary of State

ARTICLES OF MERGER
Merger Sheet

MERGING:

WILLIAMS METRO COMMUNICATIONS CORPORATION, A FLORIDA
CORPORATION, 526883

METRO MOBILE CORPORATION, A FLORIDA CORPORATION, H17023

METRO PAGING OF GEORGIA, INC., A GEORGIA CORPORATION NOT
QUALIFIED

into

CONTACT COMMUNICATIONS INC., a Delaware corporation F95000000541

File date: March 4, 1996

Corporate Specialist: Nancy Hendricks

FILED

96 MAR -4 PM 2:00

**ARTICLES OF MERGER
OF**

**WILLIAMS METRO COMMUNICATIONS, a Florida corporation,
METRO MOBILE CORPORATION, a Florida corporation, and
METRO PAGING OF GEORGIA, INC., a Georgia corporation,
with and into
CONTACT COMMUNICATIONS, INC.
(a Delaware corporation)**

CLERK OF STATE
TALLAHASSEE, FLORIDA

The undersigned corporations, pursuant to Section 607.1107 of the Florida Business Corporation Act hereby execute the following Articles of Merger:

FIRST: The names of the corporations proposing to merge and the names of the states or countries under the laws of which such corporations are organized are as follows:

<u>Name</u>	<u>State of Incorporation</u>
Contact Communications Inc. ("Contact")	Delaware
Williams Metro Communications Corporation ("Metro")	Florida
Metro Mobile Corporation ("Mobile")	Florida
Metro Paging of Georgia, Inc. ("Paging")	Georgia

SECOND: The laws of the state or country under which each such foreign corporation is organized permit such merger and such foreign corporation is complying with those laws in effecting the merger.

THIRD: The foreign corporation that is the surviving corporation of the merger complies with Section 607.1105 F.S. (as set forth below); and each domestic corporation complies with the applicable provisions of Sections 607.1101 - 607.1104 F.S. and, if it is the surviving corporation of the merger, with Section 607.1105 F.S. (as set forth below).

FOURTH: The plan of merger is attached hereto as Exhibit A.

FIFTH: The effective date of the certificate of merger shall be the date on which these Articles of Merger are filed with the Department of State of the State of Florida.

SIXTH: The plan of merger was adopted by the shareholders of each of Metro, Mobile and Paging, on the 1st day of February, 1996, and was adopted by the Board of Directors of Contact on the 1st day of February, 1996.

Signed this 1st day of February, 1996.

CONTACT COMMUNICATIONS, INC.

By: Mark A. Solls
Mark A. Solls
Vice President and General Counsel

WILLIAMS METRO COMMUNICATIONS
CORPORATION

By: Mark A. Solls
Mark A. Solls
Vice President and General Counsel

Date: February 1, 1996

METRO MOBILE CORPORATION

By: Mark A. Solls
Mark A. Solls
Vice President and General Counsel

Date: February 1, 1996

METRO PAGING OF GEORGIA, INC.

By: Mark A. Solls
Mark A. Solls
Vice President and General Counsel

Date: February 1, 1996

EXHIBIT A

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement"), to be effective as of February 1, 1996, is executed by Contact Communications Inc., a Delaware corporation ("Contact"), and Williams Metro Communications Corporation, a Florida corporation ("Williams"), Metro Mobile Corporation, a Florida corporation ("Mobile"), and Metro Paging of Georgia, Inc., a Georgia corporation ("Paging" and, together with Williams and Mobile, the "Merging Corporations").

RECITALS:

A. The respective Boards of Directors of each of the Merging Corporations and Contact deem it advisable for each of the Merging Corporations to merge with and into Contact as authorized by the Delaware General Corporation Law (the "DGCL"), the Florida Business Corporation Act (the "FBCA"), and the Official Code of Georgia Annotated (the "Georgia Code") and on the terms set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual agreements, covenants and provisions herein contained, the parties hereto agree as follows:

ARTICLE I

The Merger

1.1 **Merger.** At the Effective Time (as defined in Section 1.2), the Merging Corporations shall be merged with and into Contact, the separate existence of the Merging Corporations shall cease and Contact, as the surviving corporation in the merger (the "Surviving Corporation"), shall continue to exist by virtue of and shall be governed by the laws of the State of Delaware.

1.2 **Effective Time of Merger.** A Certificate of Merger setting forth the information required by, and otherwise in compliance with, the DGCL shall be filed with the Secretary of State of the State of Delaware and Articles of Merger setting forth the information required by, and otherwise in compliance with, the FBCA and the Georgia Code shall be filed with the Department of State of the State of Florida and the Secretary of State of Georgia and the merger of the Merging Corporations with and into Contact (the "Merger") shall become effective upon the issuance of a certificate of merger by the Secretary of State of Delaware (the time of such effectiveness is herein called the "Effective Time").

1.3 **Effects of Merger.** At the Effective Time, Contact without further action, as provided by the laws of the States of Florida and Georgia, shall succeed to and possess all the rights, privileges, powers and franchises, of a public as well as of a private nature, of the Merging Corporations; and all property, real, personal and mixed, and all debts due on whatsoever account, including subscriptions to shares, and all other causes in action, and all and every other interest, of

or belonging to or due to the Merging Corporations, shall be deemed to be vested in Contact without further act or deed; and the title to any real estate, or any interest therein, vested in Contact or the Merging Corporations shall not revert or be in any way impaired by reason of the Merger. Such transfer to and vesting in Contact shall be deemed to occur by operation of law and no consent or approval of any other person shall be required in connection with any such transfer or vesting unless such consent or approval is specifically required in the event of merger or consolidation by law or express provision in any contract, agreement, decree, order or other instrument to which Contact or the Merging Corporations is a party or by which it is bound. Contact shall thenceforth be responsible and liable for all debts, liabilities and duties of the Merging Corporations, which may be enforced against Contact to the same extent as if said debts, liabilities and duties had been incurred or contracted by it. Neither the rights of creditors nor any liens upon the property of Contact or the Merging Corporations shall be impaired by the Merger.

1.4 Articles of Incorporation. The Certificate of Incorporation of Contact as in effect at the Effective Time shall be and remain the Certificate of Incorporation of the Surviving Corporation, until the same shall be amended as provided by law. No changes are to be effected to the Articles of Incorporation of the Surviving Corporation as a result of the Merger.

1.5 Bylaws. The Bylaws of Contact as in effect at the Effective Time shall be and remain the Bylaws of the Surviving Corporation, until the same shall thereafter be amended or repealed in accordance with law, the Surviving Corporation's Articles of Incorporation or such Bylaws.

1.6 Officers. The officers of Contact who are serving as such at the Effective Time shall be the officers of the Surviving Corporation from and after the Effective Time, each such individual to serve until his or her successor has been duly elected or appointed and qualified or until his or her earlier death, resignation or removal in accordance with law, the Surviving Corporation's Articles of Incorporation and its bylaws.

1.7 Directors. The directors of Contact who are serving as such immediately prior to the Effective Time shall be the directors of the Surviving Corporation from and after the Effective Time, each such individual to serve until his or her successor has been duly elected or appointed and qualified or until his or her earlier death, resignation or removal in accordance with law, the Surviving Corporation's Articles of Incorporation and its bylaws.

ARTICLE II

Conversion of Shares in the Merger

By virtue of the Merger and without any action on the part of any person, at the Effective Time:

(a) Contact. Each share of common stock, par value \$.001 per share, of Contact issued and outstanding immediately prior to the Effective Time shall remain outstanding.

(b) Williams. Each share of common stock, par value \$10.00 per share, of Williams issued and outstanding immediately prior to the Effective Time shall be cancelled without payment of any consideration therefor and shall cease to exist and be outstanding.

(c) Mobile. Each share of common stock, par value \$1.00 per share, of Mobile issued and outstanding immediately prior to the Effective Time shall be cancelled without payment of any consideration therefor and shall cease to exist and be outstanding.

(d) Paging. Each share of common stock, no par value, of Paging issued and outstanding immediately prior to the Effective Time shall be cancelled without payment of any consideration therefor and shall cease to exist and be outstanding.

ARTICLE III

Miscellaneous

3.1 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which collectively shall constitute one and the same instrument.

3.2 Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware.

3.3 Section Headings. The section headings contained in this Agreement are inserted for convenience of reference only and shall not affect the meaning or interpretation of this Agreement.

3.4 Termination. This Agreement may be terminated at any time before completion of the filing with the Secretary of State pursuant to Section 1.2 hereof by appropriate resolution of the Board of Directors of Contact for any reason which it deems appropriate.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date or dates indicated below, to be effective as of the date first set forth above.

CONTACT COMMUNICATIONS INC.

By: Mark A. Solls
Mark A. Solls
Vice President and General Counsel

Date: February 1, 1996

WILLIAMS METRO COMMUNICATIONS
CORPORATION

By: Mark A. Solls
Mark A. Solls
Vice President and General Counsel

Date: February 1, 1996

METRO MOBILE CORPORATION

By: Mark A. Solls
Mark A. Solls
Vice President and General Counsel

Date: February 1, 1996

METRO PAGING OF GEORGIA, INC.

By: Mark A. Solls
Mark A. Solls
Vice President and General Counsel

Date: February 1, 1996