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2007 FEB 26 AM 10:50
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

MERGER OR SHARE EXCHANGE

SPECTRASITE COMMUNICATIONS, INC.

Certificate of Status	0
Certified Copy	0
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NO. 746

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ARTICLES OF MERGER

(Profit Corporations)

2007 FEB 26 AM 10:50

The following articles of merger are submitted in accordance with the Florida Business Corporation Act pursuant to section 607.1105, Florida Statutes.

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

First: The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (if known/ applicable)
SPECTRASITE COMMUNICATIONS, INC.	DELAWARE	

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (if known/ applicable)
LODESTAR NEW ORLEANS, INC.	FLORIDA	

Third: The Plan of Merger is attached.

Fourth: The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

OR 02 / 28 / 07 (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days after merger file date.)

Fifth: Adoption of Merger by surviving corporation - (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the surviving corporation on _____

The Plan of Merger was adopted by the board of directors of the surviving corporation on
FEBRUARY 23, 2007 and shareholder approval was not required.

Sixth: Adoption of Merger by merging corporation(s) (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the merging corporation(s) on _____

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on
FEBRUARY 23, 2007 and shareholder approval was not required.

(Attach additional sheets if necessary)

Seventh: SIGNATURES FOR EACH CORPORATIONName of CorporationSignature of an Officer or
DirectorTyped or Printed Name of Individual & TitleSPECTRASITE
COMMUNICATIONS, INC.H. ANTHONY LEHY
SENIOR VICE PRESIDENT AND
ASSISTANT SECRETARY

LODESTAR NEW ORLEANS, INC.

H. ANTHONY LEHY
SENIOR VICE PRESIDENT AND
ASSISTANT SECRETARY

PLAN OF MERGER

(Non Subsidiaries)

The following plan of merger is submitted in compliance with section 607.1101, Florida Statutes, and in accordance with the laws of any other applicable jurisdiction of incorporation.

First: The name and jurisdiction of the surviving corporation:

NameJurisdictionSPECTRASITE COMMUNICATIONS, INC.DELAWARE

Second: The name and jurisdiction of each merging corporation:

NameJurisdictionLODESTAR NEW ORLEANS, INC.FLORIDA

Third: The terms and conditions of the merger are as follows:

SEE AGREEMENT AND PLAN OF MERGER (attached)

Fourth: The manner and basis of converting the shares of each corporation into shares, obligations, or other securities of the surviving corporation or any other corporation or, in whole or in part, into cash or other property and the manner and basis of converting rights to acquire shares of each corporation into rights to acquire shares, obligations, or other securities of the surviving or any other corporation or, in whole or in part, into cash or other property are as follows:

SEE AGREEMENT AND PLAN OF MERGER (attached)

(Attach additional sheets if necessary)

THE FOLLOWING MAY BE SET FORTH IF APPLICABLE:

Amendments to the articles of incorporation of the surviving corporation are indicated below or attached:

OR

Restated articles are attached:

Other provisions relating to the merger are as follows:

AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER (this "Agreement") is made as of the 13 day of February, 2007, by and among SpectraSite Communications, Inc., a Delaware corporation (the "Parent"), and each of the subsidiaries listed on Schedule A hereto (each hereinafter referred to as a "Subsidiary" and collectively referred to as the "Subsidiaries"). The defined terms for each of the Subsidiaries appears on Schedule A. The Parent and the Subsidiaries are referred to herein collectively as the "Constituent Entities".

RECITALS

A. The Parent is the stockholder of each of SpectraSite Building, LST, SpectraSite Broadcast, SpectraSite Wireless, Tower Asset II (together, the "DE Corporate Subsidiaries"). The board of directors of the Parent have adopted this agreement and deemed it advisable that each of the DE Corporate Subsidiaries merge with and into the Parent pursuant to this agreement and the applicable laws of the State of Delaware.

B. The Parent is the sole stockholder of Tower Leasing. The board of directors of the Parent have approved and adopted this agreement and deem it advisable that Tower Leasing be merged with and into the Parent pursuant to this agreement and the applicable laws of the State of Delaware and the State of Washington.

C. Tower Leasing is the sole stockholder of Tower Leasing South. The board of directors of Tower Leasing have approved and adopted this agreement and deem it advisable that Tower Leasing South be merged with and into the Parent pursuant to this agreement and the applicable laws of the State of Delaware and the State of Wyoming.

D. The Parent is the stockholder of Lodestar Towers. The board of directors of the Parent have adopted this agreement and deemed it advisable that Lodestar Towers merge with and into the Parent pursuant to this agreement and the applicable laws of the State of Delaware and the State of Florida.

E. Lodestar Towers is the sole stockholder of each of Lodestar New Orleans, Lodestar Site Management, Lodestar Charlotte, Lodestar Jacksonville, Lodestar North Palm Beach, Lodestar Orlando, Lodestar St. Louis, and Lodestar St. Petersburg (together, the "FL Lodestar Subsidiaries"). The board of directors of Lodestar Towers have adopted this agreement and deemed it advisable that each of the FL Corporate Subsidiaries merge with and into the Parent pursuant to this agreement and the applicable laws of the State of Delaware and the State of Florida.

F. Lodestar Towers is the sole stockholder of each of Lodestar California, Lodestar Central, Lodestar Mid-Atlantic, Lodestar Mt. Harvard, Lodestar Northeast, Lodestar Southeast, and Lodestar Realty (together, the "DE Lodestar Subsidiaries"). The board of directors of Lodestar Towers have adopted this agreement and deemed it advisable that each of the DE Corporate Subsidiaries merge with and into the Parent pursuant to this agreement and the applicable laws of the State of Delaware.

G. LST is the sole stockholder of L&T. The board of directors of LST have approved and adopted this agreement and deem it advisable that L&T be merged with and into the Parent pursuant to this agreement and the applicable laws of the State of Delaware and the State of Missouri.

H. L&T is the sole stockholder of Spurs. The board of directors of L&T have approved and adopted this agreement and deem it advisable that Spurs be merged with and into the Parent pursuant to this agreement and the applicable laws of the State of Delaware and the State of Missouri.

I. The Parent is the manager and sole owner of the membership interests of Southern Towers and Tower Asset Sub (the "DE LLC Subsidiaries"). The board of directors of the Parent have approved and adopted this Agreement on behalf of the Parent acting as the sole manager and member of the DE LLC Subsidiaries, and deem it advisable that the DE LLC Subsidiaries be merged with and into the Parent (the "DE LLC Mergers") pursuant to this Agreement and the applicable laws of the State of Delaware.

J. The Parent is the manager and sole owner of the membership interests of SNE. The board of directors of the Parent have approved and adopted this Agreement on behalf of the Parent acting as the sole manager and member of SNE, and deem it advisable that SNE be merged with and into the Parent (together with the DE LLC Mergers, the "LLC Mergers") pursuant to this Agreement and the applicable laws of the State of Delaware and the State of Rhode Island.

K. The Parent has approved and adopted this Agreement on behalf of itself, and deem it advisable that the Subsidiaries be merged with and into the Parent pursuant to this Agreement and the applicable laws of the States of Delaware, Florida, Missouri, Rhode Island, Wyoming or Washington, as the case may be.

L. The board of directors of each of the DE Corporate Subsidiaries, Lodestar Towers, the FL Lodestar Subsidiaries, the DE Lodestar Subsidiaries Spurs and L&T, Tower Leasing and Tower Leasing South has approved and adopted this Agreement and deem it advisable that each such subsidiary be merged with and into the Parent (the "Corporate Mergers") pursuant to this Agreement and the applicable laws of the State of Delaware and the laws of the State of Florida, Missouri, Wyoming and Washington, as the case may be.

M. The LLC Mergers and the Corporate Mergers are collectively referred to as the "Merger".

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

ARTICLE I

The Merger; Effective Time

1.1 The Merger. At the Effective Time (as defined in Section 1.2) the Subsidiaries shall be merged with and into the Parent and the separate entity existence of each of the Subsidiaries shall thereupon cease. The Parent shall be the surviving entity in the Merger (the "Surviving Entity") and shall continue to be a corporation governed by the laws of the State of Delaware, and the separate existence of the Parent with all its rights, privileges, immunities, powers and franchises shall continue unaffected by the Merger. The Merger shall have the effects specified in the Delaware Limited Liability Company Act (the "DLLCA"), the Delaware General Corporation Law (the "DGCL"), the Rhode Island Limited Liability Company Act (the "RILLCA"), the Florida Business Corporation Act (the "FBCA"), the Missouri General and Business Corporate Law ("MGBCL"), the Wyoming Business Corporation Act (the "WBCA"), and the Washington Business Corporation Act (the "WBCA").

1.2 Effective Time. The Constituent Entities shall cause their officers to take any and all of the following actions which are required for the Merger to be effective: (i) file a certificate of merger complying

with the requirements of the DLLCA with the Delaware Secretary of State, (ii) file a certificate of merger or certificate of ownership and merger complying with the requirements of the DGCL with the Delaware Secretary of State, (iii) file articles of merger complying with the requirements of the RLLCA with the Rhode Island Secretary of State, (iv) file articles of merger complying with the requirements of the FBCA with the Florida Department of State, (v) file articles of merger complying with the requirements of the MGBCL with the Missouri Secretary of State, (vi) file articles of merger complying with the requirements of the WBCA with the Wyoming Secretary of State, (vii) file articles of merger complying with the requirements of the WBCA with the Washington Secretary of State and (viii) take all such other actions as may be required for accomplishing the Merger. The Merger shall be effective at 12:00 pm, February 28, 2007 (the "Effective Time").

ARTICLE II

Certificate of Incorporation and Bylaws of the Surviving Entity

2.1 The Certificate. The Certificate of Incorporation of the Parent shall be the Certificate of Incorporation of the Surviving Entity, until duly amended in accordance with the terms thereof and the DGCL.

2.2 The Bylaws. The bylaws of the Parent in effect at the Effective Time shall be the bylaws of the Surviving Entity, until duly amended in accordance with the terms thereof and the DGCL.

ARTICLE III

Board of Directors of the Surviving Entity

3.1 The Board. The board of directors of the Parent at the Effective Time shall, from and after the Effective Time, be the board of directors of the Surviving Entity until their successors have been duly elected or appointed and qualified or until their earlier death, resignation or removal in accordance with the Surviving Entity's Certificate of Incorporation and the DGCL.

ARTICLE IV

Effect of the Merger on the Membership Interests or Stock of the Subsidiaries and the Parent

4.1 Membership Interest. At the Effective Time, by virtue of the Merger and without any action on the part of the sole owner of the membership interests of, the membership interests of the LLC Subsidiaries shall be canceled without payment of any consideration therefor.

4.2 Corporate Stock. At the Effective Time, by virtue of the Merger and without any action on the part of the holders of any capital stock of the corporate Subsidiaries, each share of the common stock of the corporate Subsidiaries issued and outstanding immediately prior to the Effective Time shall cease to be outstanding and shall be canceled without payment of any consideration therefor. After the Effective Time, all rights with respect to the cancelled stock of the corporate Subsidiaries shall cease and terminate, and such shares shall no longer be deemed to be outstanding, whether or not the certificate(s) representing such shares have been surrendered to the Parent.

4.3 Parent Corporation Stock. The Merger shall not affect the number of authorized or outstanding common shares in the Parent. Each share of the Parent common stock issued and outstanding immediately prior to the Effective Time shall remain issued and outstanding at the Effective Time.

ARTICLE V

Termination

5.1 Termination by Mutual Consent. This Agreement may be terminated and the Merger may be abandoned with respect to any Subsidiary at any time prior to the Effective Time, before or after the approval by sole member and sole stockholder, as applicable, of the Constituent Entities, by the mutual consent of the Parent and such Subsidiary, by action of their respective board of directors and/or manager, as applicable.

5.2 Effect of Termination and Abandonment. In the event of termination of this Agreement and abandonment of the Merger pursuant to this Article V, no party hereto (or any of its directors, officers, or managers) shall have any liability or further obligation to any other party to this Agreement.

ARTICLE VI

Miscellaneous and General

6.1 Modification or Amendment. Subject to applicable laws, at any time prior to the Effective Time, the parties hereto may modify or amend this Agreement, by written agreement executed and delivered by duly authorized officers of the respective parties.

6.2 Filing. This Agreement will be kept on file at the place of business of the Surviving Entity at: 116 Huntington Avenue, MA 02116.

6.3 Counterparts. For convenience of the parties hereto, this Agreement may be executed in any number of counterparts, each such counterpart being deemed to be an original instrument, and all such counterparts shall together constitute the same agreement.

6.4 Copies. A copy of this Agreement will be furnished by the Surviving Entity on request, without cost, to any shareholder of any constituent corporation or member of any constituent limited liability company.

6.5 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to principles of conflicts of laws thereof.

6.6 Captions. The Article, Section and paragraph captions herein are for convenience of reference only, do not constitute part of this Agreement and shall not be deemed to limit or otherwise affect any of the provisions hereof.

6.7 Florida Agent. At the Effective Time, the Secretary of State of the State of Florida is hereby deemed agent for service of process upon the Surviving Entity in the State of Florida in a proceeding to enforce any obligation or the rights of dissenting shareholders of LodeStar.

6.8 Missouri Agent. At the Effective Time, the Secretary of State of the State of Missouri is hereby deemed agent for service of process upon the Surviving Entity in the State of Missouri in a proceeding to enforce any obligation or the rights of dissenting shareholders of L&T and Spurs.

6.9 Wyoming Agent. At the Effective Time, the Secretary of State of the State of Wyoming is hereby deemed agent for service of process upon the Surviving Entity in the State of Wyoming in a proceeding to enforce any obligation or the rights of dissenting shareholders of SpectraSite Tower Leasing South.

6.10 Washington Agent. At the Effective Time, the Secretary of the State of Washington is hereby deemed agent for service of process upon the Surviving Entity in the State of Washington in a proceeding to enforce any obligation or the rights of dissenting shareholders of SpectraSite Tower Leasing.

6.11 Rhode Island Agent. At the Effective Time, the Secretary of State of the State of Rhode Island is hereby deemed agent for service of process upon the Surviving Entity in the State of Rhode Island in a proceeding to enforce any obligation or the rights of dissenting shareholders of SNE.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the duly authorized officers of the parties hereto on the date first hereinabove written.

PARENT:

SPECTRASITE COMMUNICATIONS, INC.

By: _____
H. Anthony Lehv
Senior Vice President and Assistant Secretary

SUBSIDIARIES:

SPECTRASITE BUILDING GROUP, INC.

By: _____
H. Anthony Lehv
Senior Vice President and Assistant Secretary

LST COMPANIES, INC.

By: _____
H. Anthony Lehv
Senior Vice President and Assistant Secretary

SPECTRASITE BROADCAST TOWERS, INC.

By: _____
_____, President

SPECTRASITE TOWER LEASING, INC.

By: _____
H. Anthony Lehv
Senior Vice President and Assistant Secretary

SPECTRASITE WIRELESS TOWERS, INC.

By: _____
H. Anthony Lehv
Senior Vice President and Assistant Secretary

TOWER ASSET SUB II, INC.

By: _____
H. Anthony Lehv
Senior Vice President and Assistant Secretary

L&T COMMUNICATIONS, INC.

By: _____
H. Anthony Lehv
Senior Vice President and Assistant Secretary

LODESTAR TOWERS, INC.

By: _____
H. Anthony Lehv
Senior Vice President and Assistant Secretary

SPECTRASITE TOWER LEASING SOUTH, INC.

By: _____
H. Anthony Lehv
Senior Vice President and Assistant Secretary

SPURS OF MISSOURI, INC.

By: _____
H. Anthony Lehv
Senior Vice President and Assistant Secretary

LODESTAR NEW ORLEANS, INC.

By: _____
H. Anthony Lehv
Senior Vice President and Assistant Secretary

LODESTAR SITE MANAGEMENT, INC.

By: _____
_____, President

LODESTAR TOWER CHARLOTTE, INC.

By: _____
H. Anthony Lehv
Senior Vice President and Assistant Secretary

LODESTAR TOWER JACKSONVILLE, INC.

By: _____
H. Anthony Lehv
Senior Vice President and Assistant Secretary

LODESTAR TOWER NORTH PALM BEACH, INC.

By: _____
H. Anthony Lehv
Senior Vice President and Assistant Secretary

LODESTAR TOWER ORLANDO, INC.

By: _____
H. Anthony Lehv
Senior Vice President and Assistant Secretary

LODESTAR TOWER ST. LOUIS, INC.

By: _____
H. Anthony Lehv
Senior Vice President and Assistant Secretary

LODESTAR TOWER ST. PETERSBURG, INC.

By: _____
H. Anthony Lehv
Senior Vice President and Assistant Secretary

LODESTAR TOWERS CALIFORNIA, INC.

By: _____
H. Anthony Lehv
Senior Vice President and Assistant Secretary

LODESTAR TOWERS CENTRAL, INC.

By: _____
H. Anthony Lehv
Senior Vice President and Assistant Secretary

LODESTAR TOWERS MID-ATLANTIC, INC.

By: _____
H. Anthony Lehv
Senior Vice President and Assistant Secretary

LODESTAR TOWER MT. HARVARD, INC.

By: _____
H. Anthony Lehv
Senior Vice President and Assistant Secretary

LODESTAR TOWERS NORTHEAST, INC.

By: _____
H. Anthony Lehv
Senior Vice President and Assistant Secretary

LODESTAR TOWER SOUTHEAST, INC.

By: _____
H. Anthony Lehv
Senior Vice President and Assistant Secretary

LODESTAR REALTY, INC.

By: _____
H. Anthony Lehv
Senior Vice President and Assistant Secretary

TOWER ASSET SUB, LLC
By: SpectraSite Communications, Inc., its manager

By: _____
H. Anthony Lehv
Senior Vice President and Assistant Secretary

SOUTHERN TOWERS, LLC
By: SpectraSite Communications, Inc., its manager

By: _____
H. Anthony Lehv
Senior Vice President and Assistant Secretary

SNE, LLC
By its sole member, SpectraSite Communications, Inc.

By: _____
H. Anthony Lehv
Senior Vice President and Assistant Secretary

SCHEDULE A

Spectrasite Building Group, Inc., a Delaware corporation ("SpectraSite Building").

LST Companies, Inc., a Delaware corporation ("LST").

Spectrasite Broadcast Towers, Inc., a Delaware corporation ("SpectraSite Broadcast").

Spectrasite Wireless Towers, Inc., a Delaware corporation ("SpectraSite Wireless").

Tower Asset Sub II, Inc., a Delaware corporation ("Tower Asset Sub").

Lodestar Towers California, Inc., a Delaware corporation ("Lodestar California").

Lodestar Towers Central, Inc., a Delaware corporation ("Lodestar Central").

Lodestar Towers Mid-Atlantic, Inc., a Delaware corporation ("Lodestar Mid-Atlantic").

Lodestar Tower Mt. Harvard, Inc., a Delaware corporation ("Lodestar Mt. Harvard").

Lodestar Towers Northeast, Inc., a Delaware corporation ("Lodestar Northeast").

Lodestar Towers Southeast, Inc., a Delaware corporation ("Lodestar Southeast").

Lodestar Realty, Inc., a Delaware corporation ("Lodestar Realty").

Spectrasite Tower Leasing, Inc., a Washington corporation ("Tower Leasing").

Spectrasite Tower Leasing South, Inc., a Wyoming corporation ("Tower Leasing South").

Spurs Of Missouri, Inc., a Missouri corporation ("Spurs").

L&T Communications, Inc., a Missouri corporation ("L&T").

Lodestar Towers, Inc., a Florida corporation ("Lodestar Towers").

Lodestar New Orleans, Inc., a Florida corporation ("Lodestar New Orleans").

Lodestar Site Management, Inc., a Florida corporation ("Lodestar Site Management").

Lodestar Tower Charlotte, Inc., a Florida corporation ("Lodestar Charlotte").

Lodestar Tower Jacksonville, Inc., a Florida corporation ("Lodestar Jacksonville").

Lodestar Tower North Palm Beach, Inc., a Florida corporation ("Lodestar North Palm Beach").

Lodestar Tower Orlando, Inc., a Florida corporation ("Lodestar Orlando").

Lodestar Tower St. Louis, Inc., a Florida corporation ("Lodestar St. Louis").

Lodestar Tower St. Petersburg, Inc., a Florida corporation ("Lodestar St. Petersburg").

Southern Towers, LLC, a Delaware limited liability company ("Southern Towers")

Tower Asset Sub, LLC, a Delaware limited liability company ("Tower Asset, LLC")

SNE, LLC, a Rhode Island Limited Liability Company ("SNE")