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CLERK OF SUPERIOR COURT
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C. Ooulette JUN 30 2003



CORPORATION SERVICE COMPANY™

ACCOUNT NO. : 072100000032

REFERENCE : 150655 4304512

AUTHORIZATION :

COST LIMIT : \$ 140.00

ORDER DATE : June 27, 2003

ORDER TIME : 10:16 AM

ORDER NO. : 150655-015

CUSTOMER NO: 4304512

CUSTOMER: Ms. Betty Rickher
Sidley, Austin, Brown & Wood
Bank One Plaza
10 South Dearborn Street
Chicago, IL 60603

ARTICLES OF MERGER

USCOC OF FLORIDA RSA #7, INC.

INTO

FLORIDA RSA #8, INC.

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX PLAIN STAMPED COPY

CONTACT PERSON: Susie Knight

EXAMINER'S INITIALS: _____

ARTICLES OF MERGER

The following articles of merger are submitted in accordance with the Florida Business Corporation Act, as amended, pursuant to Section 607.1105 thereof:

1. The surviving corporation is Florida RSA #8, Inc., a corporation organized under the laws of the State of Delaware.

2. The name and state of incorporation of each merging corporation are as follows:

<u>Name</u>	<u>Jurisdiction</u>
Georgia RSA #11, Inc.	Georgia
USCOC of Florida RSA #7, Inc.	Delaware
USCOC of Tallahassee, Inc.	Florida
Florida RSA #8, Inc.	Delaware

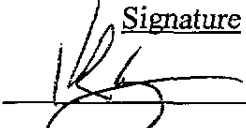
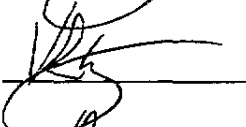


3. The agreement and plan of merger is attached hereto as Exhibit A.

4. The merger shall become effective as of 11:57 p.m. (Central Daylight Time) on June 30, 2003.

5. The agreement and plan of merger was adopted by the shareholders of the surviving corporation on June 30, 2003.

6. The agreement and plan of merger was adopted by the shareholders of the merging corporations on June 30, 2003.

7. Signatures of each corporation:

<u>Name of Corporation</u>	<u>Signature</u>	<u>Typed or Printed Name of Individual and Title</u>
Florida RSA #8, Inc.		Kenneth R. Meyers, Vice President and Treasurer
Georgia RSA #11, Inc.		Kenneth R. Meyers, Vice President and Treasurer
USCOC of Florida RSA #7, Inc.		Kenneth R. Meyers, Vice President and Treasurer
USCOC of Tallahassee, Inc.		Kenneth R. Meyers, Vice President and Treasurer

Date: June 30, 2003

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

EXHIBIT A
AGREEMENT AND PLAN OF MERGER

Attached.

AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER (this "Agreement") is made and entered into as of June 30, 2003 in accordance with Section 252 of the Delaware General Corporation Law, Sections 14-2-1101 and 14-2-1107 of the Georgia Business Corporation Code and Sections 607.1101 and 607.1107 of the Florida Business Corporation Act by and among Florida RSA #8, Inc., a Delaware corporation ("Florida 8"), Georgia RSA #11, Inc., a Georgia corporation ("Georgia 11"), USCOC of Florida RSA #7, Inc., a Delaware corporation ("Florida 7"), and USCOC of Tallahassee, Inc., a Florida corporation ("TallahasseeCo"; Florida 8, Georgia 11, Florida 7 and TallahasseeCo are sometimes collectively referred to herein as the "Constituent Corporations").

WHEREAS, the authorized capital stock of Florida 8 consists of 1,000 shares of common stock, par value \$1.00 per share, of which 100 shares are issued and outstanding and owned by United States Cellular Operating Company LLC, a Delaware corporation ("USCOC LLC");

WHEREAS, the authorized capital stock of Georgia 11 consists of 10,000 shares of common stock, par value \$0.10 per share, of which 1,000 shares are issued and outstanding and owned by USCOC LLC;

WHEREAS, the authorized capital stock of Florida 7 consists of 1,000 shares of common stock, par value \$1.00 per share, of which 100 shares are issued and outstanding and owned by USCOC LLC;

WHEREAS, the authorized capital stock of TallahasseeCo consists of 150,000 shares of common stock, par value \$1.00 per share, of which 44 shares are issued and outstanding and owned by Florida 8;

WHEREAS, the respective Boards of Directors of Florida 8, Georgia 11, Florida 7 and TallahasseeCo have declared desirable the merger (the "Merger") of Georgia 11, Florida 7 and TallahasseeCo with and into Florida 8 pursuant to the terms and conditions set forth herein; and

WHEREAS, for federal income tax purposes, it is intended that the Merger 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 Georgia 11, Florida 7 and TallahasseeCo will be merged with and into Florida 8 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, Georgia 11, Florida 7 and TallahasseeCo shall be merged with and into Florida 8, the corporation surviving such Merger, and the separate existences of Georgia 11, Florida 7 and TallahasseeCo shall cease.

1.2 Name of Surviving Corporation. The name of the surviving corporation following effectiveness of the Merger shall be Florida RSA #8, Inc.

1.3 Certificate of Incorporation and By-laws. (a) The Certificate of Incorporation of Florida 8 shall be the Certificate of Incorporation of the surviving corporation.

(b) The By-laws of Florida 8 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 Florida 8 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 Constituent Corporations. The surviving corporation shall, from and after the Effective Date, possess all the rights, privileges, immunities, 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 Constituent Corporations, and all property, real, personal and mixed, of and debts due to any of the Constituent Corporations on whatever account including stock subscriptions and all other things and causes of action belonging to each of the Constituent Corporations shall be vested in the surviving corporation; and all property, rights, privileges, immunities, powers and franchises and all other interests of the Constituent Corporations shall be thereafter the property of the surviving corporation as they were of the several and respective Constituent Corporations and the title to any real property, or any interest therein, 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 Constituent Corporations shall be preserved unimpaired, and all debts, liabilities and duties of the Constituent 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 Constituent Corporations 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. Each of Florida 8, Georgia 11, Florida 7 and TallahasseeCo 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 or 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 and otherwise to carry out the intent and purposes hereof.

1.7 Effective Date. This Agreement shall become effective at the time specified in and in accordance with the Certificate of Merger filed with the Secretary of State of the State of Delaware, the Certificate of Merger filed with the Secretary of State of the State of Georgia and the Articles of Merger filed with the Department of State of the State of Florida (the "Effective Date").

Section 2. Capital Stock

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 Constituent Corporation, the surviving corporation or any other person or entity:

(a) All of the issued and outstanding shares of common stock of Georgia 11, Florida 7 and TallahasseeCo existing immediately prior to the consummation of the Merger shall be automatically canceled; and

(b) The issued and outstanding shares of common stock of Florida 8 shall continue to exist as the issued and outstanding shares of common stock of the surviving corporation.


Section 3. Miscellaneous

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


3.2 Governing Law. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Delaware without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

IN WITNESS WHEREOF, the Constituent Corporations have caused this Agreement to be signed by their respective officers thereunto duly authorized all as of the date first written above.


FLORIDA RSA #8, INC.

By: 
Kenneth R. Meyers
Vice President and Treasurer

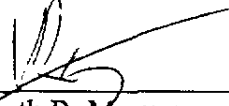
GEORGIA RSA #11, INC.

By: 
Kenneth R. Meyers
Vice President and Treasurer

USCOC OF FLORIDA RSA #7, INC.

By: 
Kenneth R. Meyers
Vice President and Treasurer

USCOC OF TALLAHASSEE, INC.

By: 
Kenneth R. Meyers
Vice President and Treasurer

**AGREEMENT OF MERGER AMONG FLORIDA RSA #8, INC.,
GEORGIA RSA #11, INC., USCOC OF FLORIDA RSA #7, INC.
AND USCOC OF TALLAHASSEE, INC.**