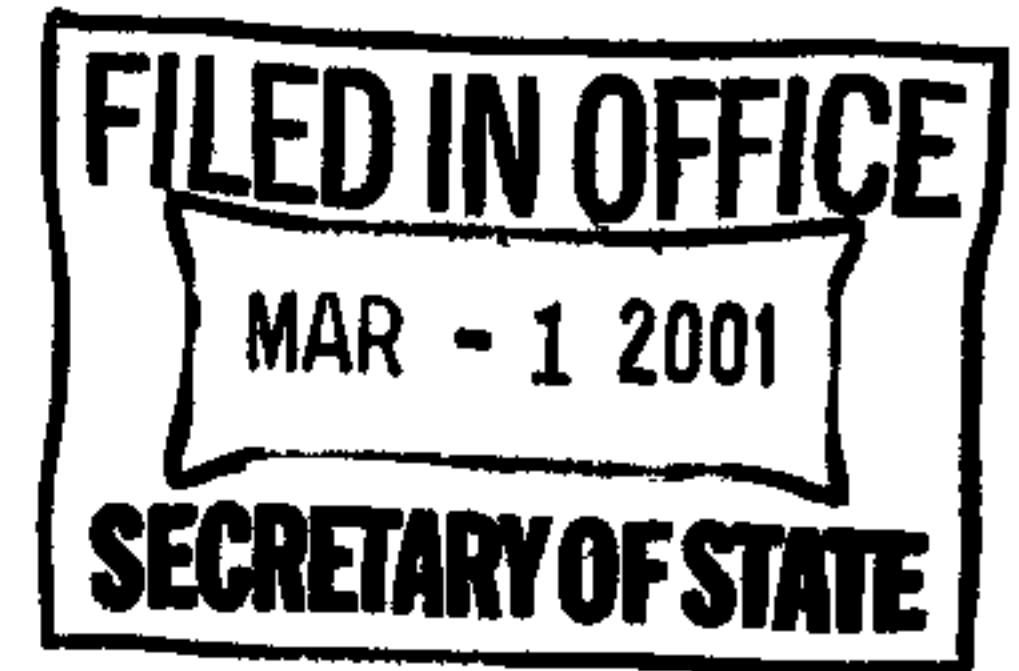


**ARTICLES OF MERGER
OF
CAPITOL COMMUNICATIONS, INC.
(an Alabama corporation)
AND
SHELBY COMMUNICATIONS, INC.
(an Alabama corporation)
AND
TRIANGLE COMMUNICATIONS, INC.
(an Alabama corporation)
INTO
ALLCOM WIRELESS, INC.
(an Alabama corporation)**



In compliance with and pursuant to the provisions of Section §10-2B-11.05 of the Alabama Business Corporation Act, the undersigned domestic corporations adopt the following Articles of Merger:

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

<u>Name of Corporation</u>	<u>State</u>
Capitol Communications, Inc.	Alabama
Shelby Communications, Inc.	Alabama
Triangle Communications, Inc.	Alabama
Allcom Wireless, Inc.	Alabama

SECOND: The surviving corporation is Allcom Wireless, Inc., and it is to be governed by the laws of the State of Alabama.

THIRD: The Plan of Merger is set forth in the Agreement and Plan of Merger dated the 1st day of March, 2001, attached to these Articles of Merger as Exhibit "A" and incorporated herein by this reference (the "Plan").

FOURTH: As to each of the undersigned corporations, the number of shares outstanding and the number of shares entitled to vote are:

<u>Constituent Corporations</u>	<u>Total Number of Shares Outstanding</u>	<u>Total Number of Shares Entitled to Vote</u>
Capitol Communications, Inc., an Alabama corporation	<u>100</u>	<u>100</u>
Shelby Communications Inc., an Alabama corporation	<u>50</u>	<u>50</u>
Triangle Communications, Inc., an Alabama corporation	<u>100</u>	<u>100</u>
Allcom Wireless, Inc., an Alabama corporation	<u>900</u>	<u>900</u>

None of the aforesaid corporations has more than one class of capital stock outstanding.

SIXTH: Each of the Constituent Corporations' shareholders have approved the merger, and the total number of shares voted for and against the Plan, respectively, are:

<u>Name of Corporation</u>	<u>Total Shares Voted For</u>	<u>Total Shares Voted Against</u>
Capitol Communications, Inc. an Alabama corporation	<u>100</u>	<u>100</u>
Shelby Communications Inc. an Alabama corporation	<u>50</u>	<u>50</u>
Triangle Communications, Inc. an Alabama corporation	<u>100</u>	<u>100</u>
Allcom Wireless, Inc., an Alabama corporation	<u>900</u>	<u>900</u>

SEVENTH: The articles of incorporation of Allcom Wireless, Inc., an Alabama corporation, were filed in Jefferson County, Alabama on January 2, 1992.

Signed this 28th day of February, 2001.

ALLCOM WIRELESS, INC.,
an Alabama corporation



Billy R. Hinds, President

Attest:

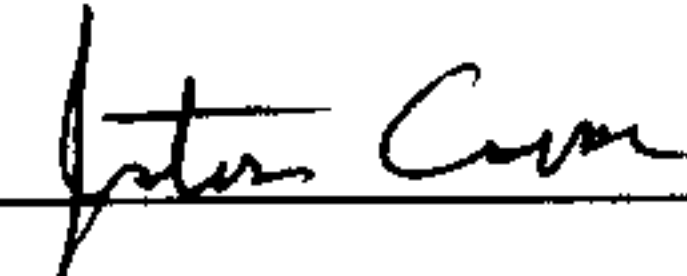


CAPITOL COMMUNICATIONS, INC.,
an Alabama corporation



Billy R. Hinds, President

Attest:



SHELBY COMMUNICATIONS, INC.,
an Alabama corporation

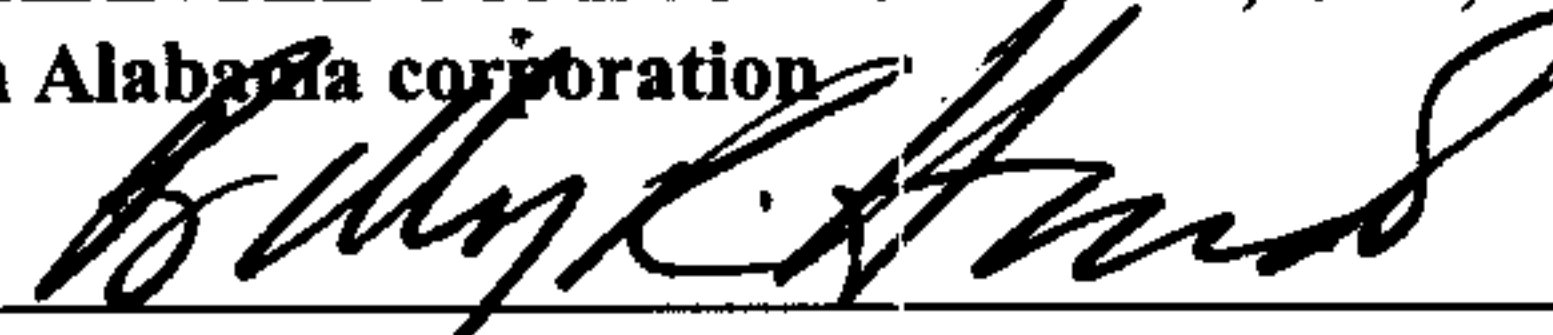


Billy R. Hinds, President

Attest:



TRIANGLE COMMUNICATIONS, INC.,
an Alabama corporation



Billy R. Hinds, President

Attest:

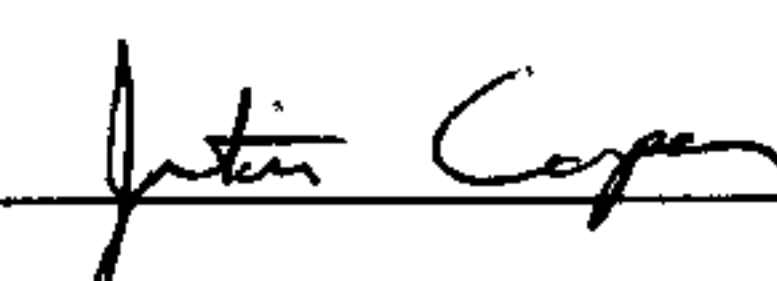


EXHIBIT A

(SPECIMEN ONLY -- NOT FOR SIGNATURES)

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "Plan of Merger") dated and effective as of 1st day of March, 2001, is made by and among **ALLCOM WIRELESS, INC.**, an Alabama corporation ("Allcom"), **CAPITOL COMMUNICATIONS, INC.**, an Alabama corporation ("Capitol"), **SHELBY COMMUNICATIONS, INC.**, an Alabama corporation ("Shelby") and **TRIANGLE COMMUNICATIONS, INC.**, an Alabama corporation ("Triangle").

W I T N E S S E T H:

WHEREAS, Billy R. Hinds currently holds all of the outstanding shares of capital stock of Allcom, Capitol, Shelby and Triangle; and

WHEREAS, the respective companies deem it advisable that Capitol, Shelby and Triangle merge with and into Allcom, whereby Allcom will be the corporation surviving the merger, pursuant to § 10-2B-11.01, *et. seq.*, of the Alabama Business Corporation Act, under and pursuant to the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and of the mutual agreements contained herein, being duly approved by a resolution adopted by the Board of Directors and the shareholders of Allcom, Capitol, Shelby and Triangle, this Agreement and Plan of Merger and the terms and conditions hereof and the mode of carrying the same into effect, together with any provisions required or permitted to be set forth herein, are hereby determined and agreed upon as hereinafter set forth:

1. The Merger.

1.01 The Merger. At the Effective Date (as defined below), Capitol, Shelby and Triangle shall be merged with and into Allcom in accordance with this Plan of Merger, the separate corporate existence of Capitol, Shelby and Triangle shall thereupon cease, and Allcom shall be the surviving corporation in the merger. Allcom hereinafter is sometimes referred to as the "Surviving Corporation." Capitol, Shelby and Triangle are sometimes referred to herein as the "Merged Corporations."

1.02 Surviving Corporation. At the Effective Date, the Surviving Corporation shall continue its corporate existence under the laws of the State of Alabama and shall thereupon and thereafter possess all the rights, privileges, powers and franchises, of a public as well as of a private nature, of Allcom, Capitol, Shelby and Triangle (collectively referred to as the "Constituent Corporations"); and be subject to all the restrictions, disabilities and duties of each of the Constituent Corporations; and all the property, real, personal and mixed, and franchises of each of the Constituent Corporations on whatever account including subscriptions to shares and other choses in action belonging to each of the Constituent Corporations and all and every other interest shall be

EXHIBIT A

(SPECIMEN ONLY -- NOT FOR SIGNATURES)

deemed to be transferred to and vested in the Surviving Corporation without further act or deed; and all rights of creditors and all liens upon any property of either 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, all with the effect set forth in the Alabama Business Corporation Act.

1.03 Effective Date of the Merger. The merger shall be effective as of the 1st day of March, 2001. The Constituent Corporations may file Articles of Merger with the Secretary of State of the State of Alabama in accordance with the Alabama Business Corporation Act prior to the Effective Date (all such documents are collectively referred to herein as the "Articles of Merger"); provided, however, such Articles of Merger shall state the Effective Date of the merger as provided herein.

1.04 Certificate of Incorporation of Surviving Corporation. The Certificate of Incorporation of Allcom, as in effect immediately prior to the Effective Date, shall be the Certificate of Incorporation of the Surviving Corporation.

1.05 Bylaws of Surviving Corporation. Immediately after the merger the bylaws of Allcom as in effect immediately prior to the Effective Date, shall be the bylaws of the Surviving Corporation until thereafter amended as provided therein and under the Alabama Business Corporation Act.

1.06 Officers and Directors of Surviving Corporation. Immediately after the merger the directors of Allcom immediately prior to the Effective Date will be the directors of the Surviving Corporation, and the officers of Allcom immediately prior to the Effective Date will be the officers of the Surviving Corporation, in each case until their successors are elected and qualified.

2. Status and Retirement and Cancellation of Shares.

2.01 Conversion of Shares.

(a) At the Effective Date, all of the shares of capital stock of the Merged Corporations issued and outstanding immediately prior to the Effective Date of the Merger shall be completely retired and canceled by virtue of the merger and without any action on the part of either of the Merged Corporations or the holder of any of their shares, so that there will be no authorized or outstanding shares of capital stock of the Merged Corporations.

(b) At Effective Date, by virtue of the merger and without any action on the part of the Surviving Corporation, or the holders of any of its shares, each share of the Surviving Corporation's capital stock issued and outstanding immediately prior to the Effective Date, be and become one share of common stock of the Surviving Corporation, and the certificates which

EXHIBIT A

(SPECIMEN ONLY -- NOT FOR SIGNATURES)

represented outstanding shares of common stock of the Surviving Corporation prior to the Effective Date, without further action, shall continue to be and represent outstanding shares of common stock of the Surviving Corporation thereafter without the issuance or exchange of new shares or share certificates subject to all restrictions on transferability as may be provided by the Certificate of Incorporation of the Surviving Corporation.

3. **Reorganization.** The statutory merger provided for herein shall constitute a tax free reorganization/liquidation pursuant to the Internal Revenue Code of 1986, as amended.

4. **Termination.** Anything herein or elsewhere to the contrary notwithstanding, this Agreement may be terminated and abandoned by the Board of Directors of any of the Constituent Corporations at any time prior to the date of filing this Agreement or a Certificate of Merger with the Secretary of State of Alabama.

5. **Parties in Interest.** This Plan of Merger shall bind, benefit, and be enforceable by and against the parties and their respective successors and assigns. No party shall in any manner assign any of its rights or obligations under this Plan without the express prior written consent of the other parties. Nothing in this Plan of Merger is intended to confer, or shall be deemed to confer, any rights or remedies upon any persons other than the parties hereto and their respective directors and stockholders or shareholders.

6. **Entire Agreement.** This Plan of Merger represents the entire agreement between the parties with respect to the subject matter hereof and supersede all prior and contemporaneous oral and written communications and agreements with respect to the subject matter hereof. Any waiver, alteration, or modification of any of the provisions of this Plan of Merger or cancellation or replacement of this Plan of Merger shall not be valid unless in writing and signed by the party against which such waiver, alteration or modification is sought to be enforced.

7. **Further Documents.** Each of the parties hereto agrees to execute such other and further documents, instruments and writings, as counsel for either party shall reasonably request in order to implement, carry out and consummate the terms and conditions hereof.

8. **Counterparts.** This Plan of Merger may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall be but one and the same instrument.

EXHIBIT A

(SPECIMEN ONLY -- NOT FOR SIGNATURES)

IN WITNESS WHEREOF, each undersigned corporation has caused this Agreement and Plan of Merger to be signed by a duly authorized officer, duly attested by another such officer, and executed, all as of the year and date first above written.

**ALLCOM WIRELESS, INC.,
an Alabama corporation**

Billy R. Hinds, President

Attest:

Its _____

**CAPITOL COMMUNICATIONS, INC.,
an Alabama corporation**

Billy R. Hinds, President

Attest:

Its _____

**SHELBY COMMUNICATIONS, INC.,
an Alabama corporation**

Billy R. Hinds, President

Attest:

Its _____

**TRIANGLE COMMUNICATIONS, INC.,
an Alabama corporation**

Billy R. Hinds, President

Attest:

Its _____

Secretary of State
State of Alabama

I hereby certify that this is a
true and complete copy of the
document filed in this office
on March 1, 2001

DATE ~~March 1, 2001~~
Jim Benson
Secretary of State

Inst # 2001-07938

03/07/2001-07938
07:30 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
008 CJ1 25.00