

B970000000081

JOHN H. COLLICA
FPL ENERGY, INC.
700 UNIVERSE BLVD
JUNO BEACH
(561) 691-7160
Address
City/State/Zip
Phone #

800003959418-1
-04/04/01--01089--005
****105.00 ****105.00

Office Use Only

CORPORATION NAME(S) & DOCUMENT NUMBER(S), (if known):

- 1. DOSWELL LIMITED PARTNERSHIP B97-81
(Corporation Name) (Document #)
- 2. _____
(Corporation Name) (Document #)
- 3. _____
(Corporation Name) (Document #)
- 4. _____
(Corporation Name) (Document #)

- ☐ Walk in ☐ Pick up time ☐ Certified Copy
- ☐ Mail out ☐ Will wait ☐ Photocopy ☐ Certificate of Status

NEW FILINGS

- ☐ Profit
- ☐ Not for Profit
- ☐ Limited Liability
- ☐ Domestication
- ☐ Other

AMENDMENTS

- ☐ Amendment
- ☐ Resignation of R.A., Officer/Director
- ☐ Change of Registered Agent
- ☐ Dissolution/Withdrawal
- ☐ Merger

OTHER FILINGS

- ☐ Annual Report
- ☐ Fictitious Name

REGISTRATION/QUALIFICATION

- ☐ Foreign
- ☐ Limited Partnership
- ☐ Reinstatement
- ☐ Trademark
- ☐ Other

SECRETARY OF STATE
TALLAHASSEE FLORIDA

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Examiner's Initials

ARTICLES OF MERGER
Merger Sheet

MERGING:

DOSWELL II LIMITED PARTNERSHIP, A Delaware entity B97000000092

into

DOSWELL LIMITED PARTNERSHIP, a Virginia entity B97000000081

File date: April 4, 2001

Corporate Specialist: Lee Rivers



FLORIDA DEPARTMENT OF STATE

Katherine Harris
Secretary of State

April 10, 2001

JOHN H. COLLOCA
FPL ENERGY, INC.
700 UNIVERSE BLVD.
JUNO BEACH, FL 33408-2683

RITA COSTANTINO

APR 17 2001

SUBJECT: DOSWELL LIMITED PARTNERSHIP
Ref. Number: B97000000081

We have received your document for DOSWELL LIMITED PARTNERSHIP and your check(s) totaling \$105.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

You have submitted to separate documents which are titled "Articles of Merger," as well as an agreement and plan of merger. One set of Articles requests an effective date of April 4, 2001, but the agreement requests an effective date of April 1, 2001.

Please resubmit your merger with only one document titled "Articles of Merger," and be sure that any requested effective dates agree with the one specified in the agreement and plan of merger.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 487-6958.

Lee Rivers
Document Specialist

Letter Number: 301A00021142

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DOSWELL LIMITED PARTNERSHIP

700 Universe Boulevard
Juno Beach, FL. 33408

May 15, 2001

State of Florida
Division of Corporations
P. O. Box 6327
Tallahassee, Florida 32314

ATTN: Lee Rivers, Document Specialist

RE: DOSWELL LIMITED PARTNERSHIP
Ref. # B97000000081

Dear Mr. Rivers:

The enclosed Articles of Merger for the above entity are being resubmitted with the proper effective dates.

Please return all completed filed documents concerning this matter to me at:

FPL Energy, LLC
700 Universe Boulevard
Juno Beach, FL. 33408

Please feel free to contact me at 561-691-7267.

Sincerely yours,



Rita W. Costantino

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Enclosures: Articles of Merger

ARTICLES OF MERGER
of
DOSWELL II LIMITED PARTNERSHIP
with and into
DOSWELL LIMITED PARTNERSHIP

Pursuant to the applicable provisions of the Delaware Revised Uniform Limited Partnership Act (the "Delaware Act") and the Virginia Revised Uniform Limited Partnership Act (the "Virginia Act"), the undersigned do hereby certify that:

FIRST: The names and jurisdictions of formation of each of the constituent limited partnerships to the merger are as follows:

<u>NAME</u>	<u>JURISDICTION</u>
Doswell II Limited Partnership	Delaware B97-92
Doswell Limited Partnership	Virginia B97-81

SECOND: The Agreement and Plan of Merger, dated as of March 30, 2000 (the Agreement of Merger), was approved by Doswell II Limited Partnership, a Delaware limited partnership ("Doswell II LP"), and Doswell Limited Partnership, a Virginia limited partnership ("Doswell LP"), in accordance with the applicable provisions of the Delaware Act and the Virginia Act. The Agreement of Merger is attached to these Articles of Merger as Attachment A.

THIRD: The name of the surviving domestic limited partnership in the merger is Doswell Limited Partnership. B97-81

FOURTH: The merger shall be effective at 8:00 a.m., local time in Juno Beach, Florida, on April 1, 2000 for tax and accounting purposes only.

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FIFTH: The Agreement of Merger is on file at the principal place of business of Doswell LP located at 700 Universe Boulevard, Juno Beach, Florida 33408.

SIXTH: A copy of the Agreement of Merger will be furnished by Doswell LP to any partner of Doswell II LP on request and without cost.

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IN WITNESS WHEREOF, this Certificate of Merger has been executed on behalf of
each of Doswell II LP and Doswell LP as of March 30, 2000.

DOSWELL II LIMITED PARTNERSHIP

By: ESI Doswell GP II, Inc.,
its General Partner

By: Dilek Samil
Name: **Dilek Samil**
Title: **Treasurer**

DOSWELL LIMITED PARTNERSHIP

By: Doswell I, Inc.,
its General Partner

By: Dilek Samil
Name: **Dilek Samil**
Title: **Treasurer**

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**AGREEMENT AND PLAN OF MERGER
of
DOSWELL II LIMITED PARTNERSHIP**

with and into

DOSWELL LIMITED PARTNERSHIP

This Agreement and Plan of Merger (this "Agreement"), is dated as of March 31, 2000, between Doswell II Limited Partnership, a Delaware limited partnership ("Doswell II LP"), and Doswell Limited Partnership, a Delaware limited partnership ("Doswell LP").

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Recitals

A. Doswell II LP is a limited partnership duly organized and existing under the laws of the State of Delaware, having been formed on February 11, 1991.

B. Doswell LP is a limited partnership duly organized and existing under the laws of the State of Delaware, having been formed on June 8, 1989.

C. Section 17-211 of the Delaware Revised Uniform Limited Partnership Act (the "Act") and the Certificates of Limited Partnership and the Partnership Agreements of Doswell II LP and Doswell LP each permit the merger of Doswell II LP with and into Doswell LP.

D. Doswell II LP and Doswell LP and their respective partners each deem it advisable and to be beneficial to the welfare of each such limited partnership and its partners to merge Doswell II LP with and into Doswell LP on the terms and conditions set forth in this Agreement.

E. This Agreement was approved by (i) the partners of Doswell II LP on March 31, 2000 and (ii) the partners of Doswell LP on March 31, 2000.

NOW, THEREFORE, in consideration of the mutual promises and covenants in this Agreement, and of other good and valuable consideration, the receipt and adequacy of which are hereby conclusively acknowledged, the parties, intending to be legally bound, agree as follows:

PLAN

1. Merger and Surviving Limited Partnership. Subject to the terms and conditions of this Agreement and in accordance with the Act, at the Effective Time, Doswell II LP shall be merged with and into Doswell LP (the "Merger"). Doswell LP shall be the surviving limited partnership (the "Surviving Partnership") and shall continue to be governed by the laws of the State of Delaware (including, without limitation, the Act). From and after the Effective Time, the separate existence (limited partnership or otherwise) of Doswell II LP shall cease.

2. Effective Time. The Merger shall become effective at 8:00 a.m., local time in Juno Beach, Florida, on April 1, 2000 (the "Effective Time").

3. Management after the Merger. At the Effective Time, Doswell LP, as the surviving entity, shall be managed by its general partner.

4. Rights and Liabilities of Surviving Partnership. At the Effective Time, all the properties, rights, privileges, powers and franchises of Doswell II LP and Doswell LP will vest in the Surviving Partnership, and all debts, liabilities and duties of Doswell II LP and Doswell LP will become the debts, liabilities and duties of the Surviving Partnership.

5. Conversion of Interests. The manner and basis of converting the interests of each of Doswell II LP and Doswell LP shall be as follows:

(a) all interests of Doswell II LP (the "Doswell II LP Interests") that are outstanding immediately prior to the Effective Time of the Merger shall, by virtue of the Merger, be canceled without payment of any consideration and without conversion;

(b) the holders of the Doswell II LP Interests shall cease to have any rights with respect to the Doswell II LP Interests; and

(c) the interests of Doswell LP issued and outstanding immediately prior to the Effective Time of the Merger shall remain issued and outstanding and shall not be affected by the Merger.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first written above.

DOSWELL II LIMITED PARTNERSHIP

By: ESI Doswell GP II, Inc.,
its General Partner

By: Dilek Samil
Name: Dilek Samil
Title: Treasurer

DOSWELL LIMITED PARTNERSHIP

By: Doswell I, Inc.,
its General Partner

By: Dilek Samil
Name: Dilek Samil
Title: Treasurer

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