

P970000013402

CORPORATION(S) NAME

Doswell I, Inc.

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*****43.75 *****43.75

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Amend

FILED
01 JUL 23 PM 2:58
01 JUL 23 PM 12:22
RECEIVED
SECRETARY OF STATE
TALLAHASSEE, FLORIDA
DIVISION OF CORPORATION

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| <input type="checkbox"/> Profit | <input checked="" type="checkbox"/> Amendment | <input type="checkbox"/> Merger |
| <input type="checkbox"/> Nonprofit | | |
| <input type="checkbox"/> Foreign | <input type="checkbox"/> Dissolution/Withdrawal | <input type="checkbox"/> Mark |
| | <input type="checkbox"/> Reinstatement | |
| <input type="checkbox"/> Limited Partnership | <input type="checkbox"/> Annual Report | <input type="checkbox"/> Other |
| <input type="checkbox"/> LLC | <input type="checkbox"/> Name Registration | <input type="checkbox"/> Change of RA |
| <input checked="" type="checkbox"/> Certified Copy | <input type="checkbox"/> Fictitious Name | <input type="checkbox"/> UCC |
| | <input type="checkbox"/> Photocopies | <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 type="checkbox"/> Will Wait | <input checked="" type="checkbox"/> Pick Up |
| <input type="checkbox"/> Mail Out | | |

Name

7/23/01

Order#: 4675252

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Amount: \$

660 East Jefferson Street
Tallahassee, FL 32301
Tel. 850 222 1092
Fax 850 222 7615

**ARTICLES OF AMENDMENT
TO
ARTICLES OF INCORPORATION
OF
DOSWELL I, INC.**

FILED
01 JUL 23 PM 2:56
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to the provisions of section 607.1006, Florida Statutes, this Florida corporation adopts the following articles of amendment of incorporation:

FIRST: ARTICLE III of the Articles of Incorporation is amended and restated in its entirety as follows:

ARTICLE III

The sole purposes of this corporation are:

- a) to act as general partner of Doswell Limited Partnership, a Virginia limited partnership (the "Partnership"),
- b) to pledge its interest in the Partnership pursuant to the terms of a Partnership Interest Pledge Agreement among Doswell I, Inc., the Partnership, ESI LP, Inc. and SunTrust Bank as Collateral Agent, which is to be entered into pursuant to the terms of an Indenture among FPL Energy Virginia Funding Corporation ("Funding Corp"), the Partnership, SunTrust Bank, as Trustee and SunTrust Bank, as Collateral Agent (as now or hereafter amended or supplemented, the "Indenture"), in connection with the issuance by Funding Corp of its Senior Secured Bonds (as defined in the Indenture) pursuant to the Indenture and the loan of the proceeds thereof and of other Permitted Indebtedness (as defined in the Indenture) to the Partnership;
- c) to execute and deliver any and all documents, on its own behalf and as a general partner of the Partnership, in connection with the loans to the Partnership referred to in clause (b) of this ARTICLE III (the "Operative Documents") to which this corporation or the Partnership is a party;
- d) to satisfy the obligations of this corporation under each of such Operative Documents to which this corporation is a party; and
- e) to engage in such other activities and to exercise such other powers permitted to corporations under the laws of the State of Florida (including executing, delivering and performing any other certificates or agreements other than the Operative Documents) but only to the extent that this corporation or its board of directors deem such activities or powers reasonably incidental to, or necessary to the accomplishment of, any of the purposes described in clause (a), (b), (c) or (d) of this ARTICLE III.

SECOND: The following will be added as ARTICLE IX:

ARTICLE IX

This corporation shall not engage in any activity other than as set forth in ARTICLE III, including, without limitation, the following activities:

- a) create or incur or suffer to exist any Indebtedness (as defined in the Indenture) except Permitted Indebtedness (as defined in the Indenture), except for endorsements and similar obligations in the ordinary course of business;
- b) grant, create, incur or suffer to exist any Liens (as defined in the Indenture) upon any of its property except for Permitted Liens (as defined in the Indenture);
- c) not enter into any transaction of merger or consolidation, change its form or organization or its business, liquidate, wind-up or dissolve itself or discontinue its business; or
- d) engage in other activities or exercise other powers permitted to corporations under the laws of the State of Florida, except as permitted under the Operative Documents.

THIRD: The following will be added as ARTICLE X:

ARTICLE X

Notwithstanding any provision of these Articles of Incorporation to the contrary, or any provision of law that may otherwise empower this corporation, this corporation shall not, for so long as any of the Senior Secured Bonds (as defined in the Indenture) remain outstanding, engage in any dissolution, liquidation, consolidation, merger or asset sale, or amend its articles of incorporation.

FOURTH: The following will be added as ARTICLE XI:

ARTICLE XI

Notwithstanding any provision of these Articles of Incorporation (including ARTICLE X) and any provision of law that otherwise empowers this corporation, this corporation shall not, for so long as any of the Senior Secured Bonds (as defined in the Indenture) remain outstanding, take any of the following actions without (a) the affirmative vote of a majority of the shareholders of this corporation, (b) the unanimous vote of the Board of Directors of this corporation and (c) the receipt of a letter from the Rating Agencies (as defined in the Indenture) confirming that such action will not result in a Ratings Downgrade (as defined in the Indenture):

- a) engage in any business or activity other than in accordance with ARTICLE III hereof;

- b) incur any indebtedness, or assume or guarantee any indebtedness other than Permitted Indebtedness (as defined in the Indenture);
- c) dissolve or liquidate, in whole or in part (including a dissolution of the corporation at the request of a majority of the holders of the shares of stock of the corporation);
- d) consolidate with or merge into any other entity or sell, convey or transfer all or substantially all of its properties and assets to any entity or acquire all or substantially all of the assets or capital stock or other ownership interest of any other corporation, company or entity;
- e) institute any proceedings to be adjudicated bankrupt or insolvent, or consent to the institution of bankruptcy or insolvency proceedings against it, or file a petition or answer or consent seeking or consenting to its reorganization or relief under any applicable federal or state law relating to bankruptcy, or consent to the appointment of, or taking possession by, a receiver, liquidator, assignee, trustee, sequestrator or other similar official of this corporation or any substantial part of its property, or make any assignment for the benefit of creditors, or admit in writing its inability to pay its debts generally as they become due, or take any corporate action in furtherance of any such action or cause the Partnership to take any such action; or
- f) authorize any amendment or alteration to, or repeal of, these Articles of Incorporation (including, without limitation, this ARTICLE XI).

When voting on whether this corporation will take any action in respect of any matter described in paragraph (e) of this ARTICLE XI and otherwise with regard to any act, or failure to act, in connection with any matter referred to in paragraph (e) of this ARTICLE XI, each director shall owe its primary fiduciary duty or other obligation to this corporation (including without limitation, this corporation's creditors) and not to the shareholders (except as may be required by the Florida Business Corporations Act or by case law).

FIFTH: The following will be added as ARTICLE XII:

ARTICLE XII

At all times, at least one of the directors serving on the Board of Directors of this corporation and any Executive Committee of the Board of Directors shall be an Independent Person (as defined below) (except in the event of the resignation, death or removal of any such person, in which event the vacancy shall be immediately filled by another Independent Person). For the purposes hereof, the term "Independent Person" means an individual who is not, and has not been within the preceding 12 months, (i) a beneficial owner of any shares of the Common Stock of this corporation, or any of the voting securities, or other rights to elect members of the board of directors, of any Controlling Entity (as defined below) (provided that indirect stock ownership of any Controlling Entity or of any affiliate thereof by any person through a mutual fund or

similar diversified investment pool shall not disqualify such person from being an Independent Person unless such person maintains direct or indirect control of the investment decisions of such mutual fund or similar diversified investment pool), (ii) a director, officer or employee of this corporation or any Controlling Entity; (iii) a person related to any person referred to in clauses (i) and (ii); nor (iv) a trustee, conservator or receiver for any Controlling Entity. As defined herein, "Controlling Entity" means any entity other than this corporation: (A) which owns beneficially, directly or indirectly, 10% or more of the outstanding shares of Common Stock of the Corporation, (B) of which 10% or more of the outstanding voting securities are owned beneficially, directly or indirectly, by any entity described in Clause (A) above, or (C) which otherwise controls or is otherwise controlled by or is under common control with any entity described in clause (A) above; provided that, for purposes of this definition, the terms "control", "controlled by" and "under common control with" shall have the meanings assigned to them in Rule 405 under the Securities Act of 1933, as amended.

SIXTH: The following will be added as ARTICLE XIII:

ARTICLE XIII

This corporation shall not commingle any of its assets with the assets of any other entity or person. This corporation shall maintain its financial and accounting books and records separate from those of any other person or entity.

SEVENTH: These amendments do not provide for an exchange, reclassification, or cancellation of issued shares.

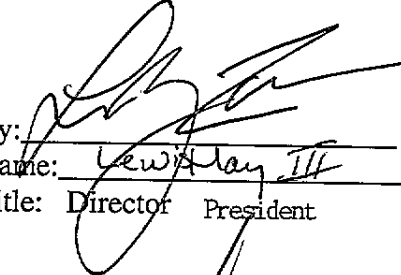
EIGHTH: The date of each and all amendment's adoption is July 20, 2001.

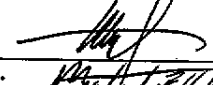
NINTH: Adoption of the amendments were approved by the shareholders. The number of votes cast for the amendments were sufficient for approval.

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Dated: July 20, 2001

DOSWELL I, INC.

By: 
Name: James H. III
Title: Director President

By: 
Name: M. L. ELINGTON
Title: Director

By: 
Name: ROBERT L. McGRATH
Title: Director