

P97000051237

ARTICLES OF MERGER
Merger Sheet

MERGING: -----

DOSWELL-HANOVER, INC., a Virginia corporation, not qualified in Florida

INTO

DOSWELL-HANOVER, INC., a Florida corporation, P97000051237.

File date: July 2, 1997

Corporate Specialist: Joy Moon-French

Account number: 072100000032

Account charged: 70.00

P97000051237



ACCOUNT NO. : 072100000032

REFERENCE : 450069 81965A

AUTHORIZATION :

Patricia Pyjuts

COST LIMIT : \$ 70.00

ORDER DATE : July 2, 1997

ORDER TIME : 11:28 AM

ORDER NO. : 450069-005

CUSTOMER NO: 81965A

700002229177--0

CUSTOMER: Ms. Joan Hand (ex-jb)
Florida Power And Light

700 Universe Boulevard
Juno Beach, FL 33408

ARTICLES OF MERGER

DOSWELL-HANOVER, INC.

INTO

DOSWELL-HANOVER, INC.

FILED
97 JUL -2 PM 1:48
SECRETARY OF STATE
TALLAHASSEE FLORIDA

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

 CERTIFIED COPY
XX PLAIN STAMPED COPY

CONTACT PERSON: Daniel W Leggett

EXAMINER'S INITIALS:

7/2
[Signature]
97 JUL -2 PM 12:05
[Signature]

ARTICLES OF MERGER

OF

DOSWELL-HANOVER, INC.
(a Florida corporation)

AND

DOSWELL-HANOVER, INC.
(a Virginia corporation)

FILED

97 JUL -2 PM 1:48

SECRETARY OF STATE
TALLAHASSEE FLORIDA

Pursuant to the provisions of Sections 607.1105 and 607.1107, Florida Statutes, these Articles of Merger provide that:

1. Doswell-Hanover, Inc., a Virginia corporation ("Corporation One"), shall be merged with and into Doswell-Hanover, Inc., a Florida corporation ("Corporation Two"), which shall be the surviving corporation.

2. The merger shall become effective as of 5:00 p.m. on the date on which these Articles of Merger are filed with the Florida Secretary of State.

3. The Agreement and Plan of Merger dated as of June 25, 1997, pursuant to which Corporation One shall be merged with and into Corporation Two, was unanimously adopted by the shareholders of Corporation One by resolutions adopted on June 25 1997, and by the shareholders of Corporation Two by resolutions adopted on June 25, 1997. The Agreement and Plan of Merger is attached to these Articles of Merger as Attachment A.

IN WITNESS WHEREOF, these Articles of Merger have been executed on behalf of Corporation Two and Corporation One by their authorized officers as of this 25th day of June, 1997.

DOSWELL-HANOVER, INC., a Florida corporation

By: Kenneth P. Hoffman
Kenneth P. Hoffman
Vice President

DOSWELL-HANOVER, INC., a Virginia corporation

By: Kenneth P. Hoffman
Kenneth P. Hoffman
Vice President

ACKNOWLEDGMENT

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 25th day of June, 1997, by Kenneth P. Hoffman, as Vice President of Doswell-Hanover, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or ~~produced~~ _____ as identification and ~~did~~ did not take an oath.

NOTARY PUBLIC

Sign Miriam M. Chism

Print MIRIAM M. CHISM

State of Florida At Large (Seal)
My Commission Expires:



ACKNOWLEDGMENT

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 25th day of June, 1997, by Kenneth P. Hoffman, as Vice President of Doswell-Hanover, Inc., a Virginia corporation, on behalf of the corporation. He is personally known to me ~~or produced~~
as identification and did/did not take an oath.

NOTARY PUBLIC

Sign Miriam M. Chism

Print MIRIAM M CHISM

State of Florida At Large (Seal)
My Commission Expires:



ATTACHMENT A

AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER ("Plan of Merger"), effective as of June 25, 1997, between Doswell-Hanover, Inc., a Virginia corporation ("Corporation One"), and Doswell-Hanover, Inc., a Florida corporation ("Corporation Two").

WITNESSETH:

WHEREAS, Corporation One and Corporation Two are each an indirect, wholly-owned subsidiary of ESI Energy, Inc., a Florida corporation ("Parent"); and

WHEREAS, Parent desires to merge Corporation One with and into Corporation Two on the terms and conditions set forth below.

NOW, THEREFORE, the parties hereto hereby agree as follows:

Agreement

1. The Merger. At the Effective Time of the Merger (as defined in Section 2 below), in accordance with the Florida Business Corporation Act (the "FBCA") and the terms of this Plan of Merger, Corporation One will be merged with and into Corporation Two (the "Merger"), the separate corporate existence of Corporation One shall cease, and Corporation Two shall continue its corporate existence under the laws of Florida under its present name (the "Surviving Corporation"). (Corporation Two and Corporation One are collectively referred to as the "Constituent Corporations.")

2. Effective Time of the Merger. The Merger shall not become effective until (subject to the terms and conditions of this Plan Merger) 5:00 o'clock p.m. Eastern time on the day on which this Plan of Merger is filed with the Florida Department of State and when the following actions shall have in all respects been completed:

a. This Plan of Merger has been approved by the directors and stockholders of each of the Constituent Corporations in accordance with the requirements of the FBCA; and

b. Articles of Merger have been executed and verified and filed in the office of the Secretary of State of Florida (the "Effective Time of the Merger").

3. Articles of Incorporation and By-Laws. The Articles of Incorporation and Bylaws of Corporation Two in effect immediately prior to the Effective Time of the Merger shall be the Articles of Incorporation and Bylaws of the Surviving Corporation from the Effective Time of the Merger until further amended in accordance with the laws of the State of Florida.

4. Manner and Basis of Converting Securities. At the Effective Time of the Merger, by virtue of the Merger and without any action on the part of the parties or otherwise:

(a) all shares of common stock, par value \$.00 per share, of Corporation One ("Corporation One Shares") 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 any conversion;

(b) the holder of Corporation One Shares shall cease to have any rights with respect to the Corporation One Shares; and

(c) each share of common stock, \$.01 par value per share, of Corporation Two issued and outstanding before the Effective Time of the Merger shall remain issued and outstanding and shall not be affected by the Merger.

5. Representations and Warranties of Corporation One. Corporation One represents and warrants to Corporation Two as of the date hereof as follows:

(a) Corporate Status. Corporation One is a corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Virginia and is qualified to do business in all states in which the nature of its business or the character or ownership of its properties makes qualification necessary.

(b) Capitalization. The authorized capital stock of Corporation One consists of 30 shares of common stock, par value \$.00 per share, of which 30 shares are issued and outstanding, all fully paid and nonassessable.

(c) Corporate Authority. Corporation One has full corporate power and authority to enter into this Plan of Merger and to carry out its obligations under this Plan of Merger and will deliver to Corporation Two at or prior to the Effective Time a certified copy of resolutions of its board of directors authorizing execution of this Plan of Merger by its officers and its performance under this Plan of Merger.

(d) Due Authorization. Execution of this Plan of Merger and performance by Corporation One under this Plan of Merger has been duly authorized by all requisite corporate action on the part of Corporation One, and this Plan of Merger constitutes a valid and binding obligation of Corporation One and performance under this Plan of Merger will not violate any provision of Corporation One's Articles of Incorporation or Bylaws.

6. Representations and Warranties of Corporation Two. Corporation Two represents and warrants to Corporation One as of the date hereof as follows:

(a) Corporate Status. Corporation Two is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida and is qualified to do business in all states in which the nature of its business or the character or ownership of its properties makes qualification necessary.

(b) Capitalization. The authorized capital stock of Corporation Two consists of 1,000 shares of common stock, par value \$.01 per share, of which 1,000 shares are issued and outstanding, all fully paid and nonassessable.

(c) Corporate Authority. Corporation Two has full corporate power and authority to enter into this Plan of Merger and to carry out its obligations under this Plan of Merger and will deliver to Corporation One at or prior to the Effective Time a certified copy of resolutions of its board of directors authorizing execution of this Plan of Merger by its officers and its performance under this Plan of Merger.

(d) Due Authorization. Execution of this Plan of Merger and performance by Corporation Two under this Plan of Merger has been duly authorized by all requisite corporate action on the part of Corporation Two, and this Plan of Merger constitutes a valid and binding obligation of Corporation Two and performance under this Plan of Merger will not violate any provision of Corporation Two's Articles of Incorporation or Bylaws.

7. Effect of Merger. The Surviving Corporation shall possess and retain every interest in all assets and property of every description, wherever located, of each of the Constituent Corporations. The rights, privileges, immunities, powers, franchises and authority, of a public as well as private nature, of each of the Constituent Corporations shall be vested in the Surviving Corporation without further act or deed. The title to and all interests in all real estate vested in either of the Constituent Corporations shall be vested in the Surviving Corporation without further act or deed and shall not revert or in any way be impaired by reason of the Merger. All obligations belonging to or due each of the Constituent Corporations shall be vested in the Surviving Corporation without further act or deed. The Surviving Corporation shall be liable for all of the obligations of each of the Constituent Corporations existing as of the Effective Time of the Merger.

IN WITNESS WHEREOF, each of the parties has caused this Plan of Merger to be executed as of the date first written above.

DOSWELL-HANOVER, INC., a Florida corporation

By: Kenneth P. Hoffman
Kenneth P. Hoffman
Vice President

DOSWELL-HANOVER INC., a Virginia corporation

By: Kenneth P. Hoffman
Kenneth P. Hoffman
Vice President