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BASIC AMENDMENT

ESI WEST TEXAS ENERGY, INC.

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July 1, 2003

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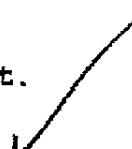
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ARTICLES OF AMENDMENT
TO
ARTICLES OF INCORPORATION
OF
ESI WEST TEXAS ENERGY, INC.
(A Florida Corporation)

ARTICLE I

The name of the corporation is ESI West Texas Energy, Inc.

ARTICLE II

The Articles of Incorporation of the Corporation are hereby amended as follows:

- (a) Article III is hereby amended in its entirety as follows:

"ARTICLE III

The sole purposes of the Corporation are (i) to hold a general partner interest in and be sole general partner of West Texas Energy Partners, LP (the "Partnership"), a Delaware limited partnership; (ii) to exercise all rights and powers, and undertake, be liable for and perform all duties, liabilities and obligations, of the general partner of the Limited Partnership provided or arising under the agreement of limited partnership of the Partnership, any other agreement or instrument to which the Corporation or the Limited Partnership is or may become a party or by which its properties or assets may be bound, any applicable law or regulation, or otherwise; and (iii) to engage in such activities and acquire such assets as are necessary or desirable to accomplish the foregoing and to enter into any lawful transaction incidental to or in furtherance of the foregoing. The Corporation shall not engage in any business, and shall have no purpose, unrelated to the foregoing."

- (b) Article VII is hereby amended in its entirety as follows:

"ARTICLE VII

(a) The number of directors of the Corporation shall be such number as from time to time shall be fixed by, or in the manner provided in, the Bylaws of the Corporation. Immediately following the filing of these Articles of Amendment, the number of directors shall be increased to a total of five. Such number may be increased or decreased from time to time in the manner provided in the Bylaws of the Corporation, subject to compliance with the provisions of this Article VII during the Covered Period.

(b) From and after July 2, 2003 and for so long thereafter as the Partnership is a guarantor of the ___% Senior Secured Bonds due June 20, 2023 of FPL Energy American Wind, LLC (such period the "Covered Period"), at least two (2) of the directors of the Corporation shall be Independent Directors. The initial Independent Directors shall be the Persons named as such by the Board of Directors of the Corporation.

(c) If an Independent Director should resign during the Covered Period, the Corporation shall use its reasonable best efforts to nominate another person as Independent Director, *provided* that during the interim period in which the Corporation does not have two Independent Directors, the Corporation may not vote to take any action described in Article IX below. No position of Independent Director shall be eliminated during the Covered Period, even if vacated.

(d) The directors of the Corporation shall be required, in the exercise of their reasonable business judgment, to consider the interests of the creditors of the Corporation in taking all corporate action.

(e) As used herein, the following capitalized terms shall have the meanings set forth below:

"**Affiliate**" means, with respect to any Person, any Person directly or indirectly controlling, controlled by or under common control with such Person. For purposes of this definition, "control," when used with respect to any Person, means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise, and the terms "controlling" and "controlled" have meanings correlative to the foregoing. The term "control" shall have the meaning assigned to it in Section 2(a)(9) under the Investment Company Act of 1940, as amended.

"**Independent Director**" means an individual who is not at, and has not been within the five years prior to, the time of his or her appointment and will not be serving as: (i) an officer, director, general partner, manager, employee, or an owner of any equity securities of the Corporation or any of its Affiliates (other than an owner of a *de minimis* amount of the equity securities of any Affiliate of the Corporation which has a class of securities registered under the Securities Exchange Act of 1934, as amended); (ii) a customer of, or supplier or service provider (including professionals) that receives any of revenues from activities with the Corporation or any Affiliate of the Corporation, such that such individual's annual revenues derived from the Corporation and Affiliates of the Corporation exceeds 1% of such individual's aggregate annual revenues; (iii) a person or other entity controlling or under the common control of any such equity owner, supplier, customer, or service provider; or (iv) a spouse, parent, sibling, child or grandchild of any person described in (i), (ii) or (iii); *provided*, however, that a person shall not be disqualified from being an Independent Director solely by reason of serving as an independent director, independent manager or independent member of another single purpose entity that is an Affiliate of the Corporation.

"**Person**" means a natural person, partnership (whether general or limited), trust, estate, association, corporation, limited liability company, unincorporated organization, custodian, nominee or any other individual or entity in its own or any representative capacity."

VIII:

- (c) The following provisions shall be added immediately following Article

"ARTICLE IX

During the Covered Period, the Corporation shall not institute proceedings for the Corporation or the Partnership to be adjudicated as bankrupt or insolvent, or consent to the institution of bankruptcy or insolvency proceedings against the Corporation or the Partnership, or file a petition with respect to the Corporation or the Partnership or consent to a petition with respect to the Corporation or the Partnership seeking reorganization or relief under any applicable Federal or state laws relating to bankruptcy or insolvency, or appoint or consent to the appointment of receiver, liquidator, custodian, assignee, trustee, sequestrator (or other similar official) of the Corporation or the Partnership or a substantial part of their respective properties, or make any assignment for the benefit of creditors, or except as required by law, admit in writing the inability to pay its debts generally as they become due, or take any action as corporation in furtherance of any such action without the affirmative vote of all of the members of the Board of Directors, including two Independent Directors, and no executive committee of the Board of Directors shall have any authority to take such action on behalf of the Board of Directors without the affirmative vote of all of the members of the Board of Directors, including two Independent Directors..

"ARTICLE X

(a) Notwithstanding anything to the contrary contained herein, during the Covered Period, the Corporation will, except as contemplated or permitted by the Financing Documents:

- (i) maintain its books and records and bank accounts separate from those of any other Person (except that, for accounting and reporting purposes, the Corporation may be included in the consolidated financial statements of an equity owner of the Corporation in accordance with GAAP);
- (ii) maintain an arm's length relationship with its stockholders, other Affiliates and any other party furnishing services to it;
- (iii) conduct its business in its own name (or any other trade name that will not be reasonably likely to cause confusion as to its separate existence) and through its own authorized officers and agents;
- (iv) prepare and maintain its financial statements, accounting records and other entity documents separate from those of any other Person (except for inclusion in consolidated financial statements of an equity owner, as described in clause (i) above);
- (v) except as contemplated by the provisions of clause (vii) below, pay its own liabilities out of its own funds and assets;
- (vi) observe all limited liability Corporation formalities necessary to maintain its identity as an entity separate and distinct from its stockholders and all of its other Affiliates;

- (ix) engage (either as transferor or transferee) in any material transaction with any Affiliate other than for fair value and on terms similar to those obtainable in arms-length transactions with unaffiliated parties, or engage in any transaction with any Affiliate involving any intent to hinder, delay or defraud any entity;
- (x) engage in any business activity or operate for any purpose other than as stated in Article III hereof;
- (xi) have or create any subsidiaries or hold any equity interest in any other Person (except for Permitted Investments); or
- (xii) fail to file separate federal or state income tax returns, if required by applicable law.

(c) As used herein, the following capitalized terms shall have the meanings set forth below:

"GAAP" means generally accepted accounting principles.

"Indebtedness" has the meaning ascribed thereto in the Financing Documents.

"Financing Documents" means (i) the Trust Indenture, dated as of July 2, 2003, by and among FPL Energy American Wind, LLC, the Guarantors named therein, and SunTrust Bank, as trustee (the "Indenture"), pursuant to which senior secured bonds of FPL Energy American Wind, LLC are issued; (ii) the promissory notes, bonds, mortgages, security agreements, pledge agreements, guarantees of Indebtedness under such Indenture, and other agreements, instruments and documents relating thereto; (iii) the Project Owners Guarantee, the FPL Group Capital Guarantee, FPL Group Guarantee, the Construction Completion Agreement, the O&M Reserve Guarantee, the Production Tax Credit Agreement, the Portfolio Indemnification Agreement, the New Mexico Project Owner Note, the New Mexico Project Owner Loan Agreement, the Subordination Agreement, the Confirmation Agreement, and the Accounts Agreement referred to in such Indenture; and (iv) any amendment or modification of any such agreement or document entered into in accordance with the provisions of such Indenture. As used herein, an action shall be deemed "contemplated or permitted by the Financing Documents" if it is contemplated or permitted by any of the foregoing documents or such action is required by the terms of any Power Purchase Agreement, Turbine Supply Agreement, Omnibus Turbine Supply Agreement, Construction Agreement, Interconnection Agreement, O&M Agreement, Real Estate Documents, New Mexico IRB Documents, or Administrative Services Agreement referred to in the Financing Documents (or in any amendment, modification, or replacement of any such agreement entered into in accordance with the provisions of the Indenture).

"Permitted Investment" has the meaning ascribed thereto in the Financing Documents.

"Person" means a natural person, partnership (whether general or limited), trust, estate, association, corporation, limited liability company, unincorporated organization, custodian, nominee or any other individual or entity in its own or any representative capacity.

"ARTICLE XI

During the Covered Period, the Corporation shall not amend the provisions of Article III, Article VII(b), (c), or (d), Article IX, Article X(a) or (b), or the definitions of any of the defined terms used therein, or this Article XI except in accordance with the applicable provisions of the Financing Documents."

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Jan-30-03 08:15pm From:HOGAN & HARTSON LLP

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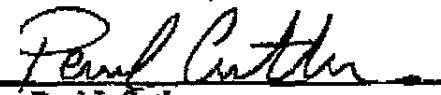
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ARTICLE III

The amendment was approved by a unanimous written consent of its board of directors and adopted on June 30, 2003, by written consent of FPL Energy American Wind, LLC as the holder of all of the shares of the Corporation entitled to vote thereon and shall become effective immediately upon filing of these Articles of Amendment.

IN WITNESS WHEREOF, ESI West Texas Energy, Inc. has caused these Articles of Amendment to be executed by its duly appointed officer on June 30, 2003.

ESI West Texas Energy, Inc.

By: 

Paul I. Cutler
Vice President