

SEPARATION AGREEMENT

This Separation Agreement ("Agreement") is entered into between STEVEN MAGEE (hereinafter referred to as "MAGEE" or "Employee") and FLORIDA POWER & LIGHT COMPANY (hereinafter referred to as "FPL" or "Company"). MAGEE and FPL are sometimes collectively hereinafter referred to as the "Parties" or individually as a "Party." As used in this Agreement, FPL includes FPL Group, Inc., Florida Power & Light Company, NextEra™ Energy Resources, LLC, FPL Energy Services, Inc., FPL FiberNet, LLC, FPL Group Capital Inc., GEXA Energy, LP, any and all predecessors, and any and all present, former, and future successors, assigns, parents, subsidiaries, affiliates, divisions, members, committees and/or other related companies of any of the foregoing entities, and partners, partnerships, assigns, directors, officers, managers, fiduciaries, employees, shareholders, advisors, attorneys, representatives, and agents, both in their representative and individual capacities, of any of the foregoing entities. "Effective Date" means that date which is eight (8) days after the signing of this Agreement by MAGEE provided he does not rescind in accordance with Section 9 herein.

In consideration of all mutual promises contained herein and for other good and valuable consideration the receipt and sufficiency of which is acknowledged by the Parties, it is agreed by and between MAGEE and FPL as follows:

1. MAGEE was employed by FPL until he voluntarily resigned on November 26, 2009, or the Effective Date of this Agreement, whichever occurs earlier.

2. Although unlikely, potential claims and disputes may currently exist between MAGEE and FPL arising out of MAGEE's employment with FPL and/or separation from employment with FPL. MAGEE and FPL have discussed these matters and it is the mutual desire of the Parties that all such claims and disputes be resolved by this Agreement. MAGEE acknowledges and agrees that the terms of this Agreement were personally negotiated with FPL for his individual severance, that he is not a part of any company-wide group severance or reduction in force, and that he is not taking part in any group severance plan.

3. MAGEE acknowledges that he has had adequate time to consider this Agreement; that he is hereby advised to consult with an attorney of his choosing prior to signing this Agreement; and that he has had a reasonable opportunity to consult with independent counsel with respect to the terms, meaning, and effect of this Agreement.

4. FPL has paid to MAGEE certain benefits incident to his relocation to Florida to work for FPL, in the total sum of \$14,315.48. These payments are subject to a repayment agreement, signed by MAGEE on August 19, 2009, which obligated MAGEE, if he resigned his employment with FPL (voluntarily or involuntarily) within twenty-four (24) months of the date of the repayment agreement, to repay FPL in full for any funds paid to him or on his behalf. On the Effective Date of this Agreement, and in consideration for the promises contained herein, FPL releases MAGEE from all obligations arising from the above-referenced repayment agreement. MAGEE agrees that he shall be responsible for any taxes to which he may become responsible, if any, as a result of FPL releasing him from the repayment obligation specified in this paragraph.

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MAGEE acknowledges and agrees that release from this repayment obligation is consideration to which he would otherwise not be entitled had he not signed this Agreement and is adequate consideration for this Agreement.

5. In exchange for the consideration set forth in this Agreement, MAGEE waives his right to sue FPL for any matter whatsoever, whether known or unknown, for any conduct, acts, omissions, or causes of action arising from the beginning of time up through the Effective Date of this Agreement, except an action to challenge the validity of MAGEE's release of claims under (i) the Age Discrimination in Employment Act of 1967 (ADEA), 29 U.S.C. § 621 et seq. (which statute generally prohibits age discrimination in employment) and/or (ii) the Older Workers Benefit Protection Act (OWBPA), 29 U.S.C. § 621 et seq. (which statute was enacted to, among other things, ensure that individuals over the age of forty who waive their rights under the ADEA do so knowingly and voluntarily). In addition, MAGEE releases FPL from all claims which he has or may have from the beginning of time up through the Effective Date of this Agreement, and expressly agrees not to file a lawsuit to assert any such claims. MAGEE also waives his right to recover in any action which may be brought on his behalf by any person or entity, including any governmental agency such as, for example, the Equal Employment Opportunity Commission or the Department of Labor. The foregoing agencies are meant to be illustrative rather than all-inclusive.

6. This General Release ("Release") is a FULL AND FINAL BAR TO ANY CLAIMS which MAGEE has or may have against FPL, except MAGEE is not releasing his right to challenge the validity of his release of claims under the ADEA and/or OWBPA. By entering into this Agreement, MAGEE knowingly and voluntarily releases, waives, and forever discharges FPL from any and all claims, demands, damages, debts, obligations, promises, covenants, agreements, contracts, actions, suits, or causes of action, of any kind whatsoever, in law or equity, whether known or unknown, disclosed or undisclosed, foreseen or unforeseen, foreseeable or unforeseeable, and any consequences thereof, which he has or may have through the Effective Date of this Agreement, including, but not limited to, any claim(s) under the:

A. Age Discrimination in Employment Act of 1967 (ADEA), 29 U.S.C. § 621 et seq. (which statute generally prohibits age discrimination in employment);

B. Employee Retirement Income Security Act of 1974 (ERISA), 29 U.S.C. § 1001 et seq., including but not limited to Sections 502 and 510 (which statute was enacted to, among other things, help protect an employee's interest in their pension benefits);

C. Americans with Disabilities Act (ADA), 42 U.S.C. § 12101 et seq. (which statute generally prohibits disability discrimination);

D. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq. (which statute generally prohibits discrimination in employment based on race, color, religion, national origin or sex);

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E. National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. (which statute protects certain concerted activity as well as the rights of employees to organize and bargain collectively through representatives with their employer);

F. Fair Credit Reporting Act (FCRA), 15 U.S.C. § 1681 et seq. (which statute requires certain disclosures and consent by an individual before a consumer reporting agency may communicate information about the individual to an employer);

G. Equal Pay Act (EPA), 29 U.S.C. § 206 (which statute generally prohibits unequal pay for equal work between men and women);

H. Older Workers Benefit Protection Act (OWBPA), 29 U.S.C. § 621 et seq. (which statute was enacted to, among other things, ensure that individuals over the age of forty who waive their rights under the ADEA do so knowingly and voluntarily);

I. 42 U.S.C. § 1981 (which statute generally prohibits race discrimination);

J. Occupational Safety and Health Act of 1970 (OSHA), 29 U.S.C. § 651 et seq. (which statute is designed to ensure a safe and healthful work environment);

K. Worker Adjustment and Retraining Notification Act (WARN), 29 U.S.C. § 2101 et seq. (which statute requires advance notice to employees before their business establishment is closed);

L. Sarbanes–Oxley Act of 2002 (which statute prohibits, among other things, discrimination against whistleblowing in publicly-traded companies);

M. Family & Medical Leave Act (FMLA), 29 U.S.C. § 2601 et seq. (which statute provides for unpaid leave for eligible employees for certain qualifying events);

N. Any other federal, state, or local civil or human rights law, regulation, or ordinance, including but not limited to the Florida Civil Rights Act of 1992, Broward County Human Rights Act, City of West Palm Beach Equal Opportunity Ordinance (Chapter 34), Palm Beach County Equal Employment Ordinance, and the Miami-Dade County Code (Chapter 11A) (all dealing with employment discrimination);

O. Any and all claims/actions which have been or could have been raised under Florida's workers' compensation statute (Chapter 440), including but not limited to any claims/actions under the retaliation section of that statute (Florida Statute § 440.205);

P. Any and all rights and claims under Florida's "Whistleblower" law (Florida Statute § 448.102). MAGEE states that he has not been retaliated against in any personnel action for disclosing or threatening to disclose any activity, policy, or practice of FPL which is allegedly in violation of any law, rule, or regulation; or for providing information or testifying about such

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activity, policy, or practice; or for objecting to or refusing to participate in such activity, policy, or practice;

Q. Claims based upon any FPL benefit program or plan of any type in which MAGEE has not yet vested, except as may otherwise be set forth in this Agreement; and/or

R. Any claims of violation of public policy, unpaid wages, breach of contract, negligent or intentional infliction of emotional distress, defamation, assault, battery, false imprisonment, wrongful termination, negligent hiring, retention, or supervision, fraud; misrepresentation; qui tam provisions of any local, state, or federal law; or any other claim of any type, whether based on common law, statute, or otherwise.

The foregoing list is meant to be illustrative rather than all-inclusive. MAGEE IS WAIVING ALL RIGHTS AND CLAIMS (IF ANY) WHICH HE HAS OR MAY HAVE AGAINST FPL through the Effective Date of this Agreement, except his right to challenge the validity of his release of claims under the ADEA and/or OWBPA.

Notwithstanding anything to the contrary in this Agreement, MAGEE is not releasing: (i) any rights to any vested benefit under any employee benefit plan, as defined by ERISA; (ii) COBRA continuation coverage, as applicable; (iii) any rights provided in this Agreement; (iv) any rights to challenge the validity of MAGEE's release of claims under the ADEA and/or OWBPA; or (v) any rights or claims which may arise after the Effective Date of this Agreement.

7. MAGEE acknowledges that he is voluntarily waiving any rights or claims which he has or may have against FPL in exchange for the payment and benefits which he will receive from FPL as stated in Sections 4 and 10 of this Agreement, and that he has entered into this Agreement freely, knowingly, and voluntarily.

8. MAGEE has been given a period of twenty-one (21) calendar days within which to consider this Agreement. MAGEE may use as much of this twenty-one (21) day period as he wishes prior to signing this Agreement. MAGEE and FPL agree that any material or non-material changes which may be made in this Agreement after the Agreement is initially provided to MAGEE shall not restart the running of this twenty-one (21) day period.

9. For a period of seven (7) calendar days following the signing of this Agreement by MAGEE, MAGEE may revoke this Agreement by notifying FPL, in writing, pursuant to the Notice provision contained below in Section 23, of his decision to revoke this Agreement. This Agreement shall not become effective or enforceable until that revocation period has expired. This Agreement shall become effective and enforceable eight (8) days after it is signed by MAGEE unless timely revoked by MAGEE.

10. In addition to the payment set forth in Section 4 above, MAGEE shall receive the benefits described below:

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A. FPL's regular base medical coverage will continue through November 30, 2009. Thereafter, coverage will be offered to MAGEE as it would to (and to the extent of) any other employee who resigns from FPL under the terms of the "COBRA" law and will be administered by FPL's COBRA administrator. Dental insurance will continue through November 30, 2009. Thereafter, coverage will be offered to MAGEE as it would to (and to the extent of) any other employee who resigns from FPL under the terms of the "COBRA" law (wherein MAGEE will pay the applicable premium). In the event MAGEE obtains employment with another employer and becomes eligible for group medical or dental insurance coverage, MAGEE shall immediately advise FPL of such an event.

B. Life insurance coverage will cease on November 30, 2009, but a conversion policy may be available through the existing insurer at a rate determined solely by the insurance carrier wherein MAGEE (if he elects to purchase such a conversion policy) will pay the applicable premium.

C. Payment for any eligible unused accrued vacation will be made in MAGEE's final paycheck.

D. MAGEE acknowledges and agrees that this Agreement does not create or grant any entitlement or right to any benefits other than those set forth in this Section 10. MAGEE agrees that he is not entitled to any incentive bonus payments for work performed in calendar year 2009, and that he is hereby waiving and releasing all claims to the contrary.

11. This Agreement is confidential. MAGEE agrees that he will not disclose, publicize, or discuss any of the terms or conditions of this Agreement with anyone, except his spouse (if any), attorney, accountant, and/or tax or financial advisor, or in response to a subpoena or other applicable judicial process (in which case MAGEE shall give FPL notice within two business days of receipt in accordance with the notice requirements set forth in Section 23). In the event MAGEE discloses this Agreement or any of its terms or conditions to his spouse, attorney, accountant, and/or tax or financial advisor, it shall be MAGEE's duty to advise said individual(s) of the confidential nature of this Agreement; and direct them not to disclose, publicize, or discuss any of the terms or conditions of this Agreement with anyone else. MAGEE shall be responsible for any breach of confidentiality by such individual(s).

12. MAGEE agrees not to seek re-employment or apply for work as an employee or contractor, at FPL or on any FPL site or project, at any time after the Effective Date of this Agreement. If MAGEE is hired by anyone to work at any FPL site or on any FPL project at any time after the Effective Date of this Agreement without knowledge of the commitment made by MAGEE in this Section, MAGEE agrees that he will immediately resign from such employment or cease working on the FPL property or project. FPL may, at its sole discretion and only with the approval of senior management, hire MAGEE to work as a contractor. MAGEE acknowledges that FPL is not obligated to offer employment to MAGEE now or in the future.

13. MAGEE represents that he has not filed or authorized the filing of any complaints, charges, or lawsuits against FPL with any federal, state, or local court, governmental agency, or

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administrative agency, and that, if unbeknownst to him, any such complaint has been filed on his behalf, he will use his best efforts to cause it to be withdrawn immediately and dismissed with prejudice.

14. MAGEE hereby agrees that he will fully cooperate with FPL in connection with any investigation, proceeding, litigation, or dispute arising from any situation or related in any way to MAGEE's employment with FPL, whether currently existing or brought after the Effective Date of this Agreement. Such cooperation shall include, but not be limited to, reviewing documents, providing testimony on behalf of FPL, and meeting with FPL's counsel at a mutually agreeable time and location in connection with any proposed or actual enforcement action, investigation, proceeding, litigation, or dispute.

15. MAGEE agrees to immediately notify, IN WRITING (VIA TELEFAX OR EMAIL), the FPL representative designated below in Section 23 if any individual (including any attorney) contacts or attempts to discuss with MAGEE any potential or existing litigation against FPL, or any facts related thereto unless specifically instructed not to contact FPL by a government official acting in his or her official capacity in accordance with applicable law. MAGEE will immediately give said notice IN WRITING (VIA TELEFAX OR EMAIL) whether the litigation has actually been filed or is only being contemplated. MAGEE agrees to give said notice IN WRITING (VIA TELEFAX OR EMAIL) prior to discussing the litigation, or any facts related to it, with any person.

16. MAGEE states that he will, prior to signing this Agreement, disclose to FPL any and all matters, information, or concerns of any type whatsoever of which MAGEE is aware regarding FPL's actions, policies, practices, and/or procedures, which MAGEE believes constitutes non-compliance with federal, state, or local law, or regulatory or safety rules or guidelines. All such disclosures shall be in writing and attached and made a part of this Agreement. In addition, MAGEE states that his signing of this Agreement without the attachment referenced above evidences the fact that MAGEE is not aware of any such matter, information, or concern which could have, or should have, been disclosed, which has not been disclosed. Additionally, MAGEE states that he has not been prevented, prohibited, or in any manner restricted by FPL from making a full disclosure of any and all of his concerns to FPL or to an appropriate governmental agency.

17. MAGEE agrees that he shall not make any comments or otherwise engage in any activity which is intended to embarrass, adversely impact, or disparage (orally or in writing) FPL or any of its contractors or vendors or which in any way is intended to work to the detriment (whether direct or indirect) of FPL, its contractors and/or vendors.

18. MAGEE promises and agrees not to disclose or utilize any Trade Secrets or valuable confidential business or professional information, or other proprietary information acquired during the course of MAGEE's employment with FPL. MAGEE is also advised that improper disclosure of trade secrets is a felony under Florida law. As used in this Agreement, "Trade Secrets" means the whole or any portion or phase of any formula, pattern, device, combination of devices, or compilation of information which is for use, or is used, in the operation of FPL's business and

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which provides an advantage, or an opportunity to obtain an advantage, over those who do not know or use it. "Trade Secrets" also includes any scientific, technical, or commercial information, including any design, list of suppliers, list of customers, as well as pricing information or methodology, cost structure, supply strategy, contractual arrangements with customers, vendors or suppliers, business development plans or activities, corporate strategy, or FPL's financial information. However, "Trade Secrets" shall not include information that is known to the public generally. MAGEE further promises and agrees that all records, files, plans, documents, software, reports, research, and policies and procedures relating to the business of FPL that MAGEE prepared, used or came into contact with, shall be and shall remain the sole property of FPL, shall not be copied without written permission, and shall be returned to FPL upon execution of this Agreement.

19. MAGEE further promises and agrees not to disclose any Confidential Information acquired during the course of his employment with FPL. As used in this Agreement, "Confidential Information" means any Trade Secret (as defined in Section 18) and/or other information provided to or learned by MAGEE regarding the business and operation of FPL and any information relating to its clients. "Confidential Information" also includes all records, files, plans, documents, software, reports, research, valuable business, professional and proprietary information, and policies and procedures relating to the business of FPL that MAGEE prepared, came into contact with, or used. "Confidential Information" shall not include information that is publicly disclosed by FPL.

20. MAGEE agrees that all Confidential Information (as defined in Section 19 and the FPL Code of Business Conduct and Ethics) shall not be disclosed by MAGEE, directly or indirectly, to any person outside FPL without prior written notice to and the prior written consent of FPL, pursuant to the Notice provision contained below in Section 23. MAGEE acknowledges and agrees that all Confidential Information will remain the sole and exclusive property of FPL and that MAGEE will not (and does not) have any right to use the Confidential Information or any portion of it without first obtaining the express written consent of FPL. MAGEE agrees to return to FPL all papers, documents, writings, and other property produced by him or which came into his possession by or through his employment with FPL that constitute or relate to Confidential Information. MAGEE also agrees to promptly return to FPL any other FPL property in his possession, including but not limited to building card keys, computers, documents, CDs, or any other media containing FPL e-mail, correspondence, contracts, customer information, or other business information.

21. MAGEE agrees to give FPL immediate written notice, pursuant to the Notice provision contained below in Section 23, of all requests for disclosure of Confidential Information that arise during legal proceedings involving MAGEE, so that FPL may seek a protective order with respect to the threatened disclosure. MAGEE further agrees to use best efforts, at FPL's request and expense, to obtain assurances that the Confidential Information required to be disclosed will be maintained on a confidential basis and will not be disclosed to a greater degree than required by law.

22. MAGEE agrees that, for a period of 24 months after the Effective Date of this Agreement, he will not directly or indirectly: (a) use Confidential Information to solicit business

from any client or customer of FPL, whether potential or otherwise, with whom he had dealings during his employment with FPL; (b) ask, solicit, entice, encourage or otherwise cause current FPL employees to leave their employment with FPL; or (c) be knowingly employed by or associated with any competitive business or enterprise that has another former employee of FPL who is subject to a similar restriction that has not expired where MAGEE being so employed or associated with that person would reasonably be expected to cause damage to the business interests of FPL. This Section does not prevent MAGEE from working with a competitor of FPL except in the circumstances described herein. MAGEE acknowledges and confirms the scope of these restrictions in respect of their area, time and subject matter is no more than what is reasonably required to protect FPL's legitimate business interests. This agreement in no way relieves MAGEE of any fiduciary obligations he owes to FPL.

23. All notices and other communications required or permitted by this Agreement or necessary or convenient in connection with it shall be in writing and shall be deemed to have been given when delivered by hand or overnight delivery or mailed by registered or certified mail, return receipt requested, to:

FLORIDA POWER & LIGHT COMPANY
Susan Melians
Vice President, Human Resources
700 Universe Boulevard
Juno Beach, Florida 33408

STEVEN MAGEE
Steven Magee



MAGEE agrees to update FPL if his address changes in accordance with this Section.

24. MAGEE agrees that a breach of this Agreement may result in irreparable and continuing damage to FPL, for which there will be no adequate remedy at law. In particular, MAGEE agrees that a breach of the non-compete, confidentiality, trade secrets, and/or non-disparagement provisions would be a material breach of this Agreement. In the event of a breach of any provision of this Agreement by MAGEE, FPL shall immediately be entitled to pursue any and all remedies it may have against MAGEE in any court of competent jurisdiction by damages, specific performance, injunction, or such other remedies and relief as may be available under this Agreement or at law or in equity, regardless of any contrary provision of this Agreement. Furthermore, MAGEE understands and agrees that he will be liable for a breach of this Agreement regardless of whether he personally, or his attorney, accountant, or tax or financial advisor, caused such breach.

25. In the event of any litigation, proceeding, or controversy arising out of or relating to this Agreement or employment relationship with FPL, including any litigation or proceedings challenging the validity of this Agreement or to enforce the terms and conditions of this Agreement, the laws of Florida shall apply, without regard to its law governing conflicts of law and without regard as to whether the litigation, proceeding, or controversy arises out of statute or common law or contract or tort. Such litigation, proceeding, or controversy shall be brought only in the state courts of Palm Beach County, Florida, or the federal district courts in the Southern District of Florida, and each Party hereby submits to the jurisdiction of such courts for all purposes hereof. The

Parties agree that any such litigation, proceeding, or controversy shall be heard by a judge and not a jury, and the Parties hereby expressly waive their right to a jury trial on any such litigation or proceeding. The Parties further agree that in the event of any litigation, proceeding, or controversy arising out of or relating to this Agreement or MAGEE's employment relationship with FPL or to enforce the terms and conditions of this Agreement, except to the extent (and only to the extent) that such litigation or proceeding challenges the validity of this Agreement, the prevailing Party shall be entitled to recover all costs and expenses incurred in such action or proceeding, including, without limitation, reasonable attorney's fees.

26. If any term or provision of this Agreement or any part of any term or provision of this Agreement, other than the Waiver and Release provisions in Sections 5 and 6, is found to be invalid or unenforceable by a court of competent jurisdiction, such finding shall not affect the validity of any other provision or part of this Agreement.

27. FPL and MAGEE agree that the execution of this Agreement and compliance with its terms shall not constitute an admission by either Party of any liability or wrongdoing whatsoever.

28. The Parties have participated in the negotiation of this Agreement. Hence, this Agreement shall not be interpreted or construed against or in favor of any one Party.

29. Unless specified herein, this Agreement is not intended to, and does not, terminate or render void any previously existing agreements, including confidentiality agreements, covenants not to compete or non-solicitation agreements, and any repayment agreements, that may exist between the Parties. To the extent that there are any inconsistencies between previously existing agreements and this Agreement, the terms of this Agreement shall be controlling.

30. The Parties warrant that they are legally competent and fully authorized to execute and deliver this Agreement.

31. This Agreement shall be binding on MAGEE and FPL and upon their heirs, administrators, representatives, executors, successors and assigns.

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32. The foregoing constitutes the full and complete separation agreement between the Parties and there are no other terms or conditions to this Agreement. This Agreement may be modified only with a written instrument signed by both Parties. No person has any authority to make any representation or promise on behalf of any Party that is not set forth in this Agreement, and the Parties acknowledge that this Agreement has not been executed in reliance upon any representation or promise except those contained herein. No waiver of this Agreement or of any of the promises, obligations, terms, or conditions contained in it shall be valid unless it is in writing signed by the Party against whom the waiver is to be enforced.

IN WITNESS WHEREOF, MAGEE and FPL have executed this Agreement.

John Granger S. Magee
Witness: JOHN GRANGER 11/05/09 STEVEN MAGEE
Dated: 11/5/09
in ARCADIA, Florida

Florida Power & Light Company

Witness: By: _____
Susan A. Melians
Vice President, Human Resources

Dated: _____

in _____, Florida

PLEASE TURN OVER FOR MY HANDWRITTEN STATEMENT.