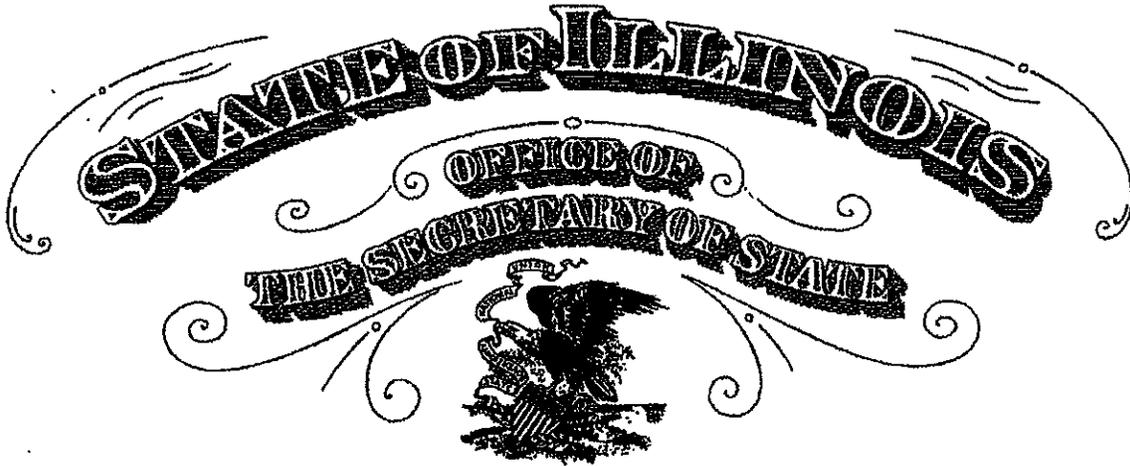


# ATTACHMENT A

File Number 0200239-6



*To all to whom these Presents Shall Come, Greeting:*

*I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that*

NEXTERA ENERGY SERVICES ILLINOIS, LLC, A DELAWARE LIMITED LIABILITY COMPANY HAVING OBTAINED ADMISSION TO TRANSACT BUSINESS IN ILLINOIS ON OCTOBER 18, 2006, APPEARS TO HAVE COMPLIED WITH ALL PROVISIONS OF THE LIMITED LIABILITY COMPANY ACT OF THIS STATE, AND AS OF THIS DATE IS IN GOOD STANDING AS A FOREIGN LIMITED LIABILITY COMPANY ADMITTED TO TRANSACT BUSINESS IN THE STATE OF ILLINOIS.



Authentication #: 1025001238

Authenticate at: <http://www.cyberdriveillinois.com>

*In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 7TH day of SEPTEMBER A.D. 2010*

*Jesse White*

SECRETARY OF STATE



## OFFICE OF THE SECRETARY OF STATE

---

JESSE WHITE • Secretary of State

0200239-6

09/01/2010

C T CORPORATION SYSTEM  
208 SO LASALLE ST, SUITE 814  
CHICAGO, IL 60604-1101

RE NEW NAME: NEXTERA ENERGY SERVICES, LLC  
OLD NAME: GEXA ENERGY ILLINOIS, LLC

DEAR SIR OR MADAM:

AMENDED APPLICATION FOR ADMISSION HAS BEEN PLACED ON FILE, AND THE  
LIMITED LIABILITY COMPANY HAS BEEN CREDITED WITH THE REQUIRED  
FILING FEE.

SINCERELY YOURS,

JESSE WHITE  
SECRETARY OF STATE  
DEPARTMENT OF BUSINESS SERVICES  
LIMITED LIABILITY DIVISION  
(217) 524-8008

Form **LLC-45.25**

July 2006

**Illinois  
Limited Liability Company Act  
Amended Application for Admission**

FILE # 02002396

Secretary of State Jesse White  
Department of Business Services  
Limited Liability Division  
Room 361 Howlett Building  
501 S. Second St.  
Springfield, IL 62766  
www.cyberdriveillinois.com

**SUBMIT IN DUPLICATE**  
Must be typewritten

This space for use by Secretary of State.

**FILED**

**SEP 01 2010**

**JESSE WHITE  
SECRETARY OF STATE**

This space for use by Secretary of State.

Payment may be made by business firm check payable to Secretary of State. (If check is returned for any reason this filing will be void.)

Filing Fee: \$150

Approved: *JW*

1. Limited Liability Company Name: Gexa Energy Illinois, LLC

2. This amended application is accompanied by a copy of the Articles of Amendment to the Articles of Organization, as evidence of any change, such copy being duly authenticated by the proper officer of the state or country wherein the Limited Liability Company is organized, which certification is not more than 60 days old. If none, so state.

3. Text of Amendment:

FIRST: The name of the limited liability company (hereinafter called the "limited liability company") is

NextEra Energy Services Illinois, LLC.

TENTH: The name of the member of the limited liability company is changed to NextEra Energy Services, LLC.

4. I affirm, under penalties of perjury, having authority to sign hereto, that this Amended Application for Admission is to the best of my knowledge and belief, true, correct and complete.

Dated September 1, 2010  
Month/Day Year

*Rita W. Costantino*

Signature (must comply with Section 5-45 of ILCS)

Rita W. Costantino, Assistant Secretary

Name and Title (type or print)

NextEra Energy Services, LLC, Member

If applicant is a company or other entity, state name of company and indicate whether it is a member or manager of the LLC.



## OFFICE OF THE SECRETARY OF STATE

---

JESSE WHITE • Secretary of State

OCTOBER 18, 2006

0200239-6

C T CORPORATION SYSTEM  
208 SO LASALLE ST, SUITE 814  
CHICAGO, IL 60604-1101

RE GEXA ENERGY ILLINOIS, LLC

DEAR SIR OR MADAM:

IT IS OUR PLEASURE TO APPROVE YOUR REQUEST TO TRANSACT BUSINESS IN THE STATE OF ILLINOIS. ENCLOSED PLEASE FIND AN APPROVED APPLICATION OF ADMISSION.

THE LIMITED LIABILITY COMPANY MUST FILE AN ANNUAL REPORT PRIOR TO THE FIRST DAY OF ITS ANNIVERSARY MONTH (MONTH OF QUALIFICATION) NEXT YEAR. A PRE-PRINTED ANNUAL REPORT FORM WILL BE SENT TO THE REGISTERED AGENT AT THE ADDRESS SHOWN ON THE RECORDS OF THIS OFFICE APPROXIMATELY 60 DAYS PRIOR TO ITS ANNIVERSARY MONTH.

SINCERELY YOURS,

*Jesse White*

JESSE WHITE  
SECRETARY OF STATE

DEPARTMENT OF BUSINESS SERVICES  
LIMITED LIABILITY COMPANY DIVISION  
TELEPHONE (217)524-8008

JW:LLC

Form **LLC-45.5**

December 2004  
 Secretary of State Jesse White  
 Department of Business Services  
 Limited Liability Division  
 Room 351 Howlett Building  
 501 S. Second St.  
 Springfield, IL 62756  
 www.cyberdriveillinois.com

Payment must be made by certified check, cashier's check, Illinois attorney's C.P.A.'s check or money order payable to Secretary of State.

**Illinois**  
**Limited Liability Company Act**  
 Application for Admission to Transact Business

*JE*  
**SUBMIT IN DUPLICATE**  
 Must be typewritten  
 This space for use by Secretary of State.

Filing Fee: \$ 500  
 Penalty: \$  
 Approved:

FILE # 02002396  
 This space for use by Secretary of State.

**FILED**  
**OCT 18 2006**  
 LIMITED LIABILITY CO. DIV.  
 JESSE WHITE  
 SECRETARY OF STATE

1. Limited Liability Company name: Gexa Energy Illinois, LLC  
 Must comply with Section 1-10 of ILLCA or Item 2 below applies.
2. Assumed name, other than the true company name, under which the company proposes to transact business in Illinois:  
 \_\_\_\_\_  
 If applicable, form LLC-1.20, Application to Adopt an Assumed Name, must be completed and attached to this application.
3. Jurisdiction of organization: Delaware
4. Date of organization: October 10, 2006
5. Period of duration: Perpetual
6. Address, including county, of the office required to be maintained in the jurisdiction of its organization or, if not required, of the principal place of business (P.O. Box alone or c/o is unacceptable):  
Corporation Trust Center, 1209 Orange Street  

Number	Street	Suite #
Wilmington DE 19801		New Castle
City/State	ZIP Code	County
7. Registered agent: CT Corporation System  

First Name	Middle Name	Last Name

Registered office: 208 South LaSalle Street, Suite 814  
 (P.O. Box alone or c/o is unacceptable.)

Number	Street	Suite #
Chicago	Cook	Illinois 60604
City	County	ZIP Code
8. If applicable, date on which the company first did business in Illinois: \_\_\_\_\_

(continued on back page)

**LLC-45.5**

9. Purpose or purposes for which the company is organized and proposes to conduct business in Illinois: (Include the Business Code # from IRS Form 1065.)

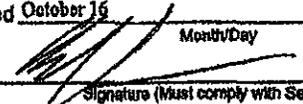
Retail Power Sales

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10. The Limited Liability Company:  
 is managed by a manager or managers  
 has management vested in the member or members
11. The Illinois Secretary of State is, hereby, appointed the agent of the Limited Liability Company for service of process under the circumstances set forth in subsection (b) of Section 1-50 of the Illinois Limited Liability Company Act.
12. This application is accompanied by a Certificate of Good Standing or Existence, as well as a copy of the Articles of Organization, as amended, duly authenticated within the last 60 days, by the officer of the state or country wherein the LLC is formed.
13. If the period of duration is a date certain and is not stated in the Articles of Organization from the domestic state, a copy of that page from the Operating Agreement stating the date also must be submitted.
14. The undersigned affirms, under penalties of perjury, having authority to sign hereto, that this application for admission to transact business is to the best of my knowledge and belief, true, correct and complete.

Dated October 16, 2006  
Month/Day Year

  
Signature (Must comply with Section 5-45 of ILCA.)  
by: Edward F. Tancer, Assistant Secretary of FPL Group Capital Inc.  
Name and Title (type or print)

Gexa Energy Holdings, LLC, Member of Gexa Energy Illinois, LLC  
If applicant is a company or other entity, state name of company and indicate whether it is a member or manager of the LLC. Please refer to Sections 17B.20(d) of the Administrative Rules.

FRM Holdings, LLC, member of Gexa Energy Holdings, LLC  
ESI Energy, LLC, member of FRM Holdings, LLC  
FPL Energy, LLC, Member of ESI Energy, LLC  
FPL Group Capital, Inc. Member of FPL Energy, LLC



## Business Registration

### Confirmation

You have completed your application at this time. Your Illinois Business Tax number (IBT no.) is:

**55486207**

Thank you for filing electronically.

Any necessary correspondence will be mailed to the address you provided.

[Help](#)  
[Contacts](#)  
Questions?  
Phone:  
217 785-  
3707



**Your application has been filed.**

# Delaware

PAGE 1

*The First State*

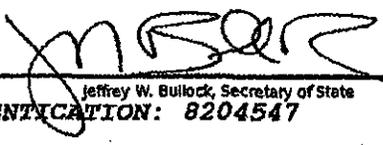
I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "GEXA ENERGY ILLINOIS, LLC", CHANGING ITS NAME FROM "GEXA ENERGY ILLINOIS, LLC" TO "NEXTERA ENERGY SERVICES ILLINOIS, LLC", FILED IN THIS OFFICE ON THE FIRST DAY OF SEPTEMBER, A.D. 2010, AT 10:19 O'CLOCK A.M.

4232422 8100

100875569

You may verify this certificate online  
at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)



  
Jeffrey W. Bullock, Secretary of State  
AUTHENTICATION: 8204547

DATE: 09-01-10

**STATE OF DELAWARE  
CERTIFICATE OF AMENDMENT**

1. Name of Limited Liability Company: \_\_\_\_\_  
Gexa Energy Illinois, LLC

2. The Certificate of Formation of the limited liability company is hereby amended as follows:

FIRST: The name of the limited liability company (hereinafter called the "limited liability company") is

NextEra Energy Services Illinois, LLC.

IN WITNESS WHEREOF, the undersigned have executed this Certificate on the 1st day of September, A.D. 2010.

By: Rita W. Costantino  
Authorized Person(s)

Name: Rita W. Costantino  
Print or Type

# Delaware

PAGE 1

*The First State*

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "GEXA ENERGY ILLINOIS, LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE TENTH DAY OF OCTOBER, A.D. 2006.



4232422 8300

060927813

*Harriet Smith Windsor*

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 5103670

DATE: 10-10-06

**STATE of DELAWARE  
LIMITED LIABILITY COMPANY  
CERTIFICATE of FORMATION**

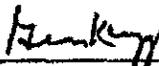
The undersigned, an authorized natural person, for the purpose of forming a limited liability company under the provisions and subject to the requirements of the laws of the State of Delaware (including Chapter 18, Title 6 of the Delaware Code and the acts amendatory thereof and supplemental thereto, and known, identified, and referred to as the "Delaware Limited Liability Company Act"), hereby certifies that:

**FIRST:** The name of the limited liability company (hereinafter called the "limited liability company") is **Gexa Energy Illinois, LLC**

**SECOND:** The address of the registered office and the name and address of the registered agent of the limited liability company required to be maintained by Section 18-104 of the Delaware Limited Liability Company Act are:

The Corporation Trust Company  
1209 Orange Street  
Wilmington, DE 19801

Executed this day, October 9, 2006

  
By: Garson P. Knapp  
An Authorized Person

State of Delaware  
Secretary of State  
Division of Corporations  
Delivered 12:54 PM 10/10/2006  
FILED 12:35 PM 10/10/2006  
SRV 060927813 - 4232422 FILE

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**AMENDED AND RESTATED**  
**LIMITED LIABILITY COMPANY AGREEMENT**

**AMENDED AND RESTATED  
LIMITED LIABILITY COMPANY AGREEMENT  
OF  
NEXTERA ENERGY SERVICES ILLINOIS, LLC**

This Amended and Restated Limited Liability Company Agreement (this "Agreement") of NextEra Energy Services Illinois, LLC, a Delaware limited liability company (the "Company") is made and entered into by NextEra Energy Services, LLC, a Delaware limited liability company (formerly known as GEXA Energy Holdings, LLC), as the member thereof (the "Member").

Pursuant to that certain Limited Liability Company Agreement of the Company, dated October 10, 2006, (the "Prior Agreement"), the Member, as the initial member, authorized the execution of a Certificate of Formation of the Company with the company name Gexa Energy Illinois, LLC, and the filing thereof with the Secretary of State of the State of Delaware for the purpose of forming the Company as a limited liability company pursuant to and in accordance with the Delaware Limited Liability Company Act (6 Del. C. section 18-101, et seq.), as amended from time to time (the "Act").

On August 20, 2010 the Member authorized the execution of an Amendment to the Certificate of Formation of the Company changing the name of the Company to NextEra Energy Services Illinois, LLC, and the filing thereof with the Secretary of State of the State of Delaware for the purpose of changing the name of the Company to NextEra Energy Services Illinois, LLC pursuant to and in accordance with the Act.

Accordingly, the Member wishes to amend and restate the Prior Agreement in its entirety as follows:

1. Name. The name of the limited liability company is NextEra Energy Services Illinois, LLC (the "Company").
2. Certificate of Formation. Garson P. Knapp was previously authorized by the Member to execute and cause the Certificate of Formation to be filed and is an authorized person within the meaning of the Act. Garson P. Knapp executed the Certificate of Formation and caused the certificate to be filed with the Secretary of State of the State of Delaware and, upon the filing thereof, the Company was formed. Upon the formation of the Company, the powers of Garson P. Knapp as an authorized person ceased, and the Member thereupon became and is hereby designated as an authorized person within the meaning of the Act. The Member, acting on its own behalf or acting through any of its duly authorized Officers (as defined in Section 13(b) of this Agreement), shall execute, deliver and file any other certificates (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in any and all jurisdictions in which the Company may wish to conduct business.
3. Purpose and Powers. The purpose for which the Company was formed is the transaction of any or all lawful business for which a limited liability company may be formed under the Act. The

Company shall have all powers which are provided to a limited liability company under the Act which are related to such purpose and necessary, or advisable to accomplish such purpose.

4. Term. The term of the Company commenced on the date of filing of the Certificate, and shall continue until terminated in accordance with the terms hereof.

5. Principal Business Office. The principal business office and chief executive office of the Company shall be located at 700 Universe Boulevard, Juno Beach, Florida 33408 or at such other location as may hereafter be determined by the Member.

6. Registered Office. The address of the registered office of the Company in the State of Delaware is c/o The Corporation Trust Company, 1209 Orange Street, Wilmington, New Castle County, Delaware 19801.

7. Registered Agent. The name and address of the registered agent of the Company for service of process on the Company in the State of Delaware is The Corporation Trust Company, 1209 Orange Street, Wilmington, New Castle County, Delaware 19801.

8. Member. The name and the mailing address of the member ("Member") is as follows:

<u>Name</u>	<u>Address</u>
NextEra Energy Services, LLC	700 Universe Boulevard Juno Beach, Florida 33408

9. Limited Liability. Except as otherwise provided by the Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and the Member shall not be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a Member of the Company.

10. Capital Contributions. The Member is deemed admitted as the Member of the Company upon its execution and delivery of this Agreement. The Member has contributed \$100 in cash to the Company.

11. Additional Contributions. The Member is not required to make any additional capital contribution to the Company. However, the Member may make additional capital contributions to the Company in its discretion.

12. Distributions. Distributions shall be made to the Member at the times and in the aggregate amounts determined by the Member. Notwithstanding the preceding sentence or any other provision to the contrary contained in this Agreement, the Company shall not make a distribution to the Member on account of its interest in the Company if such distribution would violate Section 18-607 of the Act or other applicable law.

13. Management.

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- (a) By Member. In accordance with Section 18-402 of the Act, management of the Company is vested in the Member. The Member shall have the power to do any and all acts necessary, convenient or incidental to or for the furtherance of the purposes described herein, including all powers, statutory or otherwise, possessed by members of a limited liability company under the laws of the State of Delaware to the extent such powers are consistent with the terms of this Agreement and are appropriate or useful in carrying out the purposes of the Company as set forth in this Agreement, including, without limitation, the power:
- (i) To borrow money and, as security therefor, to mortgage, pledge or otherwise encumber any and all assets of the Company, including the rights of the Company under any agreements;
  - (ii) To cause to be paid all amounts due and payable by the Company to any Person and to collect all amounts due to the Company; and to make contributions to subsidiaries of the Company to be used to pay amounts due or to become due and payable by the subsidiaries;
  - (iii) To employ or cause a subsidiary of Company to employ such agents, employees, managers, accountants, attorneys, consultants and other persons, necessary or appropriate to carry out the business and affairs of the Company or subsidiary, and to pay such fees, expenses, salaries, wages and other compensation to such persons as the Member shall determine;
  - (iv) To pay, extend, renew, modify, adjust, submit to arbitration, prosecute, defend or compromise, upon such terms as the Member may determine and upon such evidence as it may deem sufficient, any obligation, suit, liability, cause of action or claim, including taxes, either in favor of or against the Company or any subsidiary thereof;
  - (v) To pay any and all fees and to make any and all expenditures which the Member deems necessary or appropriate in connection with the organization of the Company and subsidiaries, the management of the affairs of the Company and subsidiaries and the carrying out of its obligations and responsibilities under this Agreement and the Act, and to enforce all rights of the Company;
  - (vi) To take all actions, undertake all obligations and responsibilities and exercise all rights and privileges which the Company, as the member of any subsidiary, has under its organizational documents and the law under which such subsidiary is organized, including, but not limited to, making, on behalf of the Company, contributions to and accepting on behalf of the Company, distributions from subsidiaries;

- 
- (vii) To prosecute, protect and defend or cause to be protected and defended all patents, patent rights, trade names, trademarks and service marks, and all applications with respect thereto, which may be held by the Company or a subsidiary thereof and to take all reasonable and necessary actions to protect the secrecy of and the proprietary rights with respect to any trade secrets, know-how, secret processes or other proprietary information and to prosecute and defend all rights of the Company or a subsidiary in connection therewith;
  - (viii) To enter into, execute, acknowledge and deliver any and all contracts, agreements or other instruments necessary or appropriate to carry on the business of the Company as set forth herein;
  - (ix) To cause to be paid any and all taxes, charges and assessments that may be levied, assessed or imposed upon any of the assets of the Company, or that arise as a result of the activities of the company, unless the same are contested by the Company in good faith;
  - (x) To file all applications by the Company for, or accept, necessary permits, licenses and other governmental approvals, or any amendment to or withdrawal or termination of such applications or governmental approvals;
  - (xi) To establish and maintain one or more accounts for the Company in such financial institutions as the Member may from time to time designate;
  - (xii) To make distributions to the Member;
  - (xiii) To cause the Company to make or revoke any of the elections under the United States Internal Revenue Code of 1986, as amended, that are made at the Company level and to cause the Company to request and obtain interpretative or exemptive advice and orders from federal and state regulatory authorities;
  - (xiv) To maintain liability and casualty insurance in amounts and with coverages consistent with prudent commercial standards and with insurers of recognized responsibility;
  - (xv) To invest funds not immediately needed in the operation of the business;
  - (xvi) To borrow funds from the Member or any of its affiliates;
  - (xvii) To acquire and dispose of real, personal, intangible and mixed property and interests herein; and
  - (xviii) To delegate the foregoing power and authority to any of its authorized officers.

(b) Officers. The Member may, from time to time as it deems advisable, appoint officers of the Company (the "Officers") and assign in writing titles (including, without limitation, President, Vice President, Secretary, and Treasurer) to any such person. Unless the Member decides otherwise, if the title is one commonly used for officers of a business corporation formed under the Delaware General Corporation Law, the assignment of such title shall constitute the delegation to such person of the authorities and duties that are normally associated with that office. Any delegation pursuant to this Section 13 (b) may be amended or revoked at any time by the Member. The Officers of the Company shall be the persons listed below opposite the offices to which they are hereby appointed until each resigns or is removed:

<u>Name:</u>	<u>Title:</u>
Mark Ianni	President
Lawrence R. Boisvert	Vice President
James Brown	Vice President
Mark R. Sorensen	Treasurer
Charles S. Schultz	Secretary
Rita W. Costantino	Assistant Secretary
Richard H. Freed	Assistant Secretary
Garson R. Knapp	Assistant Secretary

14. Officers Not To Engage in Activities Detrimental to the Company. The Officers, either individually or with others, shall have the right to participate in other business ventures of every kind, whether or not such other business ventures compete with the Company; *provided, however,* that the Officers shall not engage in any activity that is detrimental to the interest of the Company. The Officers, acting in the capacity of officers, shall not be obligated to offer to the Company or to the Member any opportunity to participate in any such other business venture. Neither the Company nor the Member shall have any right to any income or profit derived from any such other business venture of the Officers. The Member acknowledges that the Officers may, from time to time, be an employee of third parties unconnected with the Company and shall only be required to dedicate such time to the affairs of the Company as the Officers, in their sole discretion, deem necessary.

15. Other Business. The Member may engage in or possess an interest in other business ventures (unconnected with the Company) of every kind and description, independently or with others. The Company shall not have any rights to any income or profit derived from any such other business venture of the Member.

16. Exculpation and Indemnification. Neither the Member nor any Officer shall be liable to the Company, any other person or entity who has an interest in the Company for any loss, damage or claim incurred by reason of any act or omission performed or omitted by the Member or Officer in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on the Member or Officer by this Agreement, except that the Member or Officer shall be liable for any such loss, damage or claim incurred by reason of its willful misconduct. To the full extent permitted by applicable law, the Member or Officer shall be entitled to indemnification from the Company for any loss, damage or claim incurred by the Member or Officer by reason of any act or omission performed or omitted by such Member or Officer in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on the Member or Officer by this Agreement, except that neither the Member nor Officer shall be entitled to be indemnified in respect of any loss, damage or claim incurred by it by reason of willful misconduct with respect to such acts or omissions; *provided, however*, that any indemnity under this Section shall be provided out of and to the extent of Company assets only, and the Member shall have no personal liability on account thereof.

17. Assignments.

(a) The Member may assign its membership interest in the Company in whole or in part so long as such assignment does not cause dissolution of the Company.

(b) If the Member transfers all of its interest in the Company pursuant to this Section, the transferee shall be admitted to the Company as the Member and shall exercise all the rights and powers of the transferor Member (the "Transferor") upon the execution by the transferee of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement. Such admission shall be deemed effective immediately prior to the transfer, and, immediately following such admission, the Transferor shall cease to be the Member.

18. Resignation. The Member may resign from the Company as provided in this Section and upon satisfaction of the provisions of this Section and provided that such resignation will not result in dissolution of the Company. If the Member is permitted to resign pursuant to this Section such resignation shall not be effective until a new Member shall be admitted to the Company in the place and stead of the resigning Member and such new Member shall have executed an instrument signifying its agreement to be bound by the terms and conditions of this Agreement. Such admission shall be deemed effective immediately prior to the resignation, and, immediately following such admission, the resigning Member shall cease to be a member of the Company.

19. Status Under the Uniform Commercial Code. All interests of the Member in the Company (the "Membership Interests") shall be securities governed by Article 8 of the Uniform Commercial Code as in effect from time to time in the State of Delaware. The Membership Interests are not evidenced by certificates, and will remain not evidenced by certificates. The Company is not authorized to issue certificated interests. The Company will keep a register of the Membership Interests, in which it will record all transfers of the Membership Interests.

20. Dissolution.

---

(a) The existence of the Company shall terminate upon the occurrence of an event described in the following subsections:

(b) The Company shall dissolve, and its affairs shall be wound up upon the first to occur of the following: (i) the written consent of the Member, (ii) the retirement, resignation or dissolution of the Member or the occurrence of any other event which involuntarily terminates the continued membership of the Member in the Company unless the business of the Company is continued in a manner permitted by the Act or (iii) the entry of a decree of judicial dissolution under Section 18-802 of the Act.

(c) The bankruptcy or other event described in Section 18-304 of the Act with respect to the Member will not cause such Member to cease to be a member of the Company and upon the occurrence of such an event, the business of the Company shall continue without dissolution.

(d) In the event of dissolution, the Company shall conduct only such activities as are necessary to wind up its affairs (including the sale of the assets of the Company in an orderly manner), and the assets of the Company shall be applied in the manner, and in the order or priority, set forth in Section 18-804 of the Act.

21. Separability of Provisions. Each provision of this Agreement shall be considered separable and if for any reason any provision or provisions herein are determined to be invalid, unenforceable or illegal under any existing or future law, such invalidity, unenforceability or illegality shall not impair the operation of or affect those portions of this Agreement which are valid, enforceable and legal.

22. Entire Agreement. This Agreement constitutes the entire agreement of the Member with respect to the subject matter hereof.

23. Governing Law. This Agreement shall be governed by, and construed under, the laws of the State of Delaware (without regard to conflict of laws principles), all rights and remedies being governed by said laws.

24. Amendments. This Agreement may not be modified, altered, supplemented or amended except pursuant to a written agreement executed and delivered by the Member.

[Remainder of this page intentionally left blank. Next page is signature page.]

---

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, has duly executed this Agreement as of September 1, 2010.

NEXTERA ENERGY SERVICES, LLC  
the Sole Member

By: Rita W. Costantino  
Name: Rita W. Costantino  
Title: Assistant Secretary