OREGON STRATEGIC INVESTMENT PROGRAM AGREEMENT
“STATELINE 3 WIND PROJECT”

UMATILLA COUNTY, a political subdivision of the State of Oregon, (“County”) and
NEXTERA ENERGY RESOURCES, LLC (“NextEra”), a Delaware corporation authorized to
do business in the State of Oregon, hereby enter into this Strategic Investment Program (“SIP”)
Agreement (“Agreement”) as of April 21, 2009 (“Effective Date”), for a wind energy resource
with installed capacity up to 100.5 MW to be located in the County. The County and NextEra
are sometimes referenced in this Agreement individually as “Party” and collectively as “Parties.”

WITNESSETH:

WHEREAS, the Oregon Legislature has established the SIP to promote industrial
competitiveness and to improve employment in the area where projects are to be located by
encouraging businesses engaged in projects to hire local employees (See ORS 307.123 and ORS
285C.600 – 285C.620.); and

WHEREAS, the SIP encourages local governments to enter into agreements with key
industries to attract and retain long-term investment and employment; and

WHEREAS, NextEra proposes to build and operate in the County a commercial wind
energy generation project, known as “Stateline 3,” pursuant to a certificate issued by the Oregon
Energy Facility Siting Council (“EFSC”), as that certificate may be amended from time to time
(“Site Certificate”), which project is expected to create 100 – 150 construction jobs and 3 – 6
new, permanent full-time jobs in the County; and

WHEREAS, NextEra and the County have negotiated this Agreement, and NextEra has
provided the County with a copy of the SIP application it has filed with Oregon Economic and
Community Development Department (“OECD”), which application is to be updated by
NextEra as part of its fulfillment of applicable requirements under State law; and

WHEREAS, it is the intent of this SIP Agreement to provide the competitive tax
structure in the County that is essential for NextEra to provide a source of renewable energy in
Oregon and to contribute to the State of Oregon’s quality of life; and

WHEREAS, the Parties have provided public information and an opportunity for public
input regarding SIP generally and the NextEra SIP application specifically, including a formal
public hearing on this Agreement held in Umatilla County on April 21, 2009, and;

WHEREAS, this Agreement provides the terms and conditions under which the County
agrees to recommend to the State that NextEra’s SIP application be approved and tax abatement
be granted for the Project, as defined below, in exchange for performance by NextEra of its
obligations as specified herein;

NOW, THEREFORE, in consideration of the mutual covenants of the Parties, each to
the other giving, the Parties do hereby agree as follows:
1. **Project Definition and Scope.** The “Project” means all tangible and intangible Property (whether held in fee, leasehold or by contract) having the County as its tax situs, consisting of the Stateline 3 wind turbine generators which may be installed or placed in service in phases or stages in the County during the term of this Agreement, as well as all associated property (the “Associated Property”), including without limitation roads and civil construction work, meteorological monitoring towers, operations and maintenance facilities, grid interconnection facilities, electrical towers and poles, underground and overhead electrical conductors, one or more substations, land, and associated supporting infrastructure and facilities, as more fully described in Application for Oregon Strategic Investment Program submitted by NextEra and deemed to have been received by OECD and on January 9, 2009 (the “Application”). Unless otherwise determined by NextEra as described below, the Project further includes repairs, replacements, modernization, renovations and remodeling of such Property made during the term of this Agreement. For purposes of this Agreement, the Project shall first exist when the real market value of the foregoing Property is at least $25 million. The Project’s overhead, 230-kV transmission line is not included under this Agreement and that portion of the line located in Oregon will be taxed separately. Subject to the Site Certificate and State and local land use laws, NextEra may add to (up to a maximum nameplate capacity of 100.5 MW) or subtract from (but not below $25 million) the Property that constitutes the Project (including repairs, replacements, modernization, renovations or remodeling). For purposes of this Agreement, “Property” has the meaning assigned to that term in ORS 308.505 through 308.665. In the event NextEra desires to repower or expand Stateline 3 within the SIP Exemption Period, the County shall have the right to re-open negotiation of a new “Per-Megawatt Amount, as defined in Section 4.2.3, regarding the amount of any increase in Project installed electrical capacity and repowering or expansion shall not occur until such renegotiation is concluded, or the parties agree to waive this provision, to the satisfaction of each Party.

2. **SIP Exemption Period.** The “SIP Exemption Period” shall begin, as defined in ORS 307.123 (1)(b), in and for the Property Tax Year during which the Project commences Commercial Operation and has a real market value equal to, or in excess of, $25 million, and shall continue thereafter for 15 Property Tax Years as provided by ORS 307.123(1)(b). As used in this Agreement, “Commercial Operation” shall mean that the Project first produces electrical energy and that electrical energy is transmitted into the regional transmission grid for delivery to a power purchaser, and “Property Tax Year” means each period of 12 months beginning July 1.

3. **Condition Precedent.** Except for the obligations set forth in Sections 5.1 and 6.1, the obligations set forth herein are conditioned upon a determination by the OECD, or its designee, that the Project is eligible for the tax exemption provided in ORS 285C.606, ORS 307.123, and applicable administrative rules.

4. **Exemption, Payments and Related Obligations.**

   4.1 Each Property Tax Year during the SIP Exemption Period, on or before October 25, the County shall submit to NextEra a statement describing its calculations and an invoice for amounts due under this Agreement. The invoiced amounts shall be paid by NextEra no later than the following December 1.
4.2 In consideration for participating in the SIP with respect to the Project, NextEra agrees to pay the amounts as set forth below:

4.2.1 Ad Valorem Property Taxes On Non-Exempt Amounts. The first $25 million in real market value of the Project, subject to annual increase at the rate of three percent (3%), shall be taxable at its assessed value as provided by ORS 307.123 and 308.146. Property taxes on such value will be payable in accordance with ORS 311.505. The remainder of the real market value of the Project shall be exempt from taxation as provided by ORS 307.123.

4.2.2 Community Service Fee ("CSF"). For each year of the SIP Exemption Period, NextEra shall pay to the County a CSF, in an amount equal to twenty-five percent (25%) of the taxes that would, but for the exemption, be due on the exempt Property in each assessment year, but not exceeding $500,000 in any Property Tax Year. The CSF will be calculated pursuant to ORS 285C.609 (4) (b) (B).

4.2.3 Additional Amount. If for any Property Tax Year of the SIP Exemption Period, the Statutory Amount is less than the Minimum Revenue amount for the property tax year in either County, then NextEra shall pay to that County an amount equal to the difference between the Minimum Revenue Amount and the Statutory Amount (the "Additional Amount"). The Additional Amount shall be payable in addition to any property taxes and CSF for the year. For purposes of this Agreement, the following definitions apply:

"Statutory Amount" means the sum of (i) the ad valorem property taxes due for the property tax year pursuant to Section 4.2.1, and (ii) the aggregate CSF.

"Per-Megawatt Amount" means $7,048.00.

"Minimum Revenue Amount" means the sum of the product of (a) the connected nameplate capacity (in Megawatts) of the Project as of January 1 of that year multiplied by (b) the Per-Megawatt Amount for the Property Tax Year.

4.2.4 Local Improvement Payments. In addition to the amounts specified elsewhere in this Agreement, NextEra agrees to make a “Local Improvement Payment” of exactly $2,000,000, payable in the annual installments set forth in Exhibit A to this Agreement, without accrual of interest on unpaid installments, with the first installment due on December 1 of the first Property Tax Year in which the exemption referred to in Sections 2 is effective and on the next nineteen (19) December 1 dates. Exactly $1,000,000 of the Local Improvement Payment specified in this Section 4.2.4 represent full payment and satisfaction of all obligations undertaken by FPL Energy regarding the “Blue Mountain Project” in Schedule A to that certain agreement of August 2001 between the County and FPL Energy. Local Improvement Payments may be expended by the County on County priorities at the sole and unfettered discretion of the governing body of the County. This Agreement shall not be construed to create any third party beneficiary rights for any entities that may be designated by the County for receipt of any portion of Local Improvement Payments.

4.2.5 County Cost of Preparation of SIP Agreement. In addition to the above, NextEra agrees to reimburse the County for the reasonable costs incurred for SIP
Agreement preparation, including staff, legal, administrative, and professional fees, provided however, in no event shall the aggregate of such fees payable to the County exceed Ten Thousand dollars ($10,000). Payment of these costs shall be made within thirty (30) days after receipt of an invoice from the County.

4.3 SIP Application. NextEra shall file a SIP application with the State and pay all applicable fees as provided in ORS 285C.612 and applicable administrative rules.

4.4 First-Source Hiring Agreement. NextEra shall enter into first-source hiring agreements with an appropriate third party acceptable to the County in substantially the form required pursuant to OAR 123-070-1000-2400. The County is to be designated a third-party beneficiary of the agreement and is entitled to enforce its terms. If the third-party provider is unable to perform the first-source hiring agreement to the satisfaction of NextEra or the County, then the Parties shall cooperate in procuring the services of a substitute provider.

4.5 Property Tax Statements and Information. NextEra shall notify the County on an annual basis, at the time of the filing with the Oregon Department of Revenue ("DOR") of the annual statement for property tax purposes covering the Project, of the connected nameplate capacity (in Megawatts) of the Project as of January 1 of that year.

5. County Obligations.

5.1 Within 15 days after the Effective Date, the County shall request that the OECDD determine that the Property constituting the Project be granted exemption from ad valorem Property taxation for each Property Tax Year of the SIP Exemption Period.

5.2 The County shall be solely responsible for determining how to dispose of the CSF and the Additional Amount, including paying any portions that are due or payable to any other jurisdictions. In no event shall NextEra have any liability in connection with any disagreement, error, or conflict between the County and any other jurisdiction related to the division, allocation, or distribution of such amounts. In no event shall NextEra have any liability or obligation to any other person with respect to the CSF or the Additional Amount after it has discharged its duty to pay as set forth in Section 4 above, and the County shall hold NextEra harmless with respect to any claims to the contrary, to the extent allowed and permitted by the Oregon Constitution and other Oregon law.

6. Joint Obligations. In addition to the other obligations set forth in this Agreement, the Parties shall:

6.1 Cooperate with the OECDD and the DOR to secure approval of the SIP and take such steps as may, from time to time, be reasonably necessary to maintain the Project’s tax exemption.

6.2 Provide such information and resources to each other as may be reasonably necessary to ensure proper calculation of the amounts due under this Agreement.
7. **Ad Valorem Property Taxes.** Nothing herein shall govern the assessment, payment, or collection of ad valorem property taxes on the portion of the Project that is taxable as described in Section 4.2.1 of this Agreement or on Property unrelated to the Project.

8. **Miscellaneous Provisions.**

8.1 The laws of the State of Oregon shall govern this Agreement. Venue is in the Circuit Court of the State of Oregon for the County of Umatilla. The Parties agree that in case of any disputes that arise under this Agreement they shall first attempt to resolve such disputes through good-faith negotiations between authorized representatives for both Parties for a period of thirty (30) days before filing any litigation.

8.2 Unless defined herein, the terms herein shall be given their normal and customary meaning, except that terms relating to the payment of Property taxes and fees included in this SIP agreement shall be construed consistently with the tax laws and rules of the State of Oregon. No provision shall be construed against a Party simply because that Party drafted the provision.

8.3 Failure to make payment in full of the CSFs or the Additional Amounts by the due date shall result in interest being charged on the past due balance in the same amount as is provided by law for late payment of ad valorem property taxes.

8.4 All amounts due from NextEra to the County under this Agreement shall be considered as taxes due and any unpaid amounts shall become the basis for a tax lien on the Project Property covered by the SIP in the event of default and subject to summary collections under ORS 311.405. Said tax lien shall not be voided or impaired. The County shall have the right to enforce payment of any and all amounts due from NextEra and/or any permitted assignee (including interest, as provided in Section 8.3), through an appropriate action to collect such amounts. In case suit or action is instituted to enforce compliance with any of the terms, covenants or conditions of this Agreement, or to collect the CSP or the Additional Amount due hereunder or any portion thereof, if NextEra is found to be in default of this Agreement, it agrees to pay, in addition to the costs and disbursements provided by statute, such additional sums as the court may adjudge reasonable for attorneys’ fees, the County’s consulting fees, and other out-of-pocket County expenses to be allowed plaintiff in said suit or action, provided County is the prevailing party. NextEra also agrees to pay and discharge all reasonable costs and expenses actually incurred, including the County’s reasonable attorneys’ fees, reasonable consulting fees, and other reasonable out-of-pocket County expenses that shall arise from enforcing any provisions of this agreement in the event of any default by NextEra, if resulting from a valid court order, even though no suit or action is instituted. Nothing in this Section 8.4 is intended to limit any remedies otherwise available to the County to enforce any of the provisions of this Agreement, including payment of any and all amounts due to the County by NextEra and/or any permitted assignee.

8.4.1 The County and NextEra hereby agree to this Agreement in its entirety. The Parties understand and agree that the County will only get the full benefit of its bargain if it receives all payments covered by this Agreement. The “Default Amount” shall mean the amount equal to Minimum Revenue Amount for the Property Tax Year in which the
Default occurred, multiplied by the number of Property Tax Years remaining in the SIP Exemption Period. "Default" shall mean the material breach of this Agreement by NextEra that is not cured default within thirty (30) days after NextEra receives notice thereof from the County.

8.4.2 In the event that NextEra fails to pay the amounts due pursuant to Sections 4.2.2 and 4.2.3 for two (2) consecutive Property Tax Years, then in addition to any other remedies allowed at law or in equity, the following shall apply:

8.4.2.1. This Agreement and the SIP exemption may thereupon be terminated at the County’s election after thirty (30) days written notice to NextEra.

8.4.2.2. NextEra shall thereupon be obligated to pay to the County the Default Amount, which shall represent the County’s liquidated damages. The County shall submit to NextEra an invoice for the amount of liquidated damages due, together with a statement setting forth its calculations. If NextEra becomes liable for liquidated damages under this provision, it shall pay such invoiced amounts on or before sixty (60) days after its receipt of the County’s invoice; provided, however, in the event NextEra does not agree with the County’s calculations, NextEra and the County shall attempt to resolve such disputes through good faith negotiations between authorized representatives of each Party to occur during such sixty (60) day period.

8.4.3 In accordance with Oregon law, in the event of an overpayment of the CSF or any Additional Amount, the County shall either issue an overpayment refund check or return the incorrect payment and request that NextEra reissue payment in the correct amount. In the event of a return of overpayment, the County assessor shall establish a reasonable schedule for payment of the amount actually due under this Agreement.

8.4.4 If NextEra fails to pay the CSF or any Additional Amount by the end of the Property Tax Year in which it is due, and no cure is made within thirty (30) days after NextEra receives written notice from the County of such failure, the tax exemption for the Project shall thereupon be suspended. The Property shall thereupon be fully taxable for the following Property Tax Year and for each subsequent Property Tax Year for which the amounts due under this Agreement remain unpaid. If the unpaid amounts are paid after the exemption is suspended, the Property shall again be eligible for the exemption, beginning with the Property Tax Year after the payment is made. Reinstatement of the exemption shall not extend the 15-year exemption period.

8.5 All notices and other communications required or permitted under this Agreement shall be in writing and shall be either hand delivered in person, sent by facsimile, sent by certified or registered first-class mail, postage pre-paid, or sent by nationally recognized express courier service. Such notices and other communications shall be effective upon receipt if hand delivered or sent by facsimile, three days after mailing if sent by mail, and one day after dispatch if sent by express courier, to the following addresses, or such other addresses as either Party may notify the other Party in accordance with this Section 8.5.

If to NextEra, to:
NextEra Energy Resources, LLC.

If to Umatilla County, to:
Umatilla County Board of Commissioners
9. **Merger.** This Agreement constitutes the complete and exclusive agreement between the Parties with respect to the SIP, and supersedes all prior agreements and proposals, oral or written and any other communication between the Parties on this matter. No waiver, modification, amendment or other change will be binding on either Party, except as a written addendum, signed by authorized agents for both Parties.

10. **Assignment.** Upon prior written notice to the County, but without prior approval by the County, NextEra may assign its rights and release its obligations under this Agreement to any assignee of its choosing, provided, however, that the assignee must satisfy all applicable requirements under ORS 285C.600 to 285C.626 and must agree to assume the obligations, conditions, requirements and other terms of this Agreement and, further provided, that no assignment shall be permitted unless all payments due the County under this Agreement, as of the date of the assignment, have been paid in full.

11. **Term.** The term of this Agreement shall extend from the effective date, specified below, until the date on which NextEra shall have made the last installment payment it is obligated to make to the County pursuant to Section 4.2.3, provided NextEra is not in default under the terms of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement in duplicate effective the 21st day of April, 2009.

**UMATILLA COUNTY**

**NEXTERA ENERGY RESOURCES, LLC**

By: [Signature]

Name: Dean H. Grossin

Title: Vice President
Exhibit A to the
Strategic Investment Program ("SIP") Agreement
Between Umatilla County and
NextEra Energy Resources, LLC,
Concerning the Stateline 3 Wind Energy Resource

(Annual Installments of the Local Improvement Payment)

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*/ Years 16-17 occur after the end of the SIP Exemption Period. They are included in this Exhibit to show Local Improvement Payments for each of those years that relate to the 2001 agreement between the County and FPL Energy concerning the "Blue Mountain" Project.