

**ECONOMIC DEVELOPMENT AGREEMENT**

THIS ECONOMIC DEVELOPMENT AGREEMENT (the "Agreement") is made and entered into as of the 10th day of December, 2014, by and between Henry County, Indiana (the "County") and Whitewater Wind, LLC, a Delaware limited liability company, qualified to do business in Indiana (the "Company"). The County and the Company may be referenced herein individually as a "Party" and together as the "Parties".

## WITNESSETH:

**WHEREAS**, the Company, a related entity to NextEra Energy Resources, LLC, a Delaware limited liability company ("Resources"), is contemplating the development and construction of a wind-powered electric generating facility in the County (the "Project"), which will feature approximately sixteen (16) megawatts of electricity, as further described on Exhibit A; and

**WHEREAS**, in completion of the Project, the Company will invest approximately Twenty-Six Million Dollars (\$26,000,000) in equipment and real estate improvements in the area of the County outlined on Exhibit B (the "Development Area") and create no permanent jobs; and

**WHEREAS**, the Company has requested the assistance with the completion of certain road improvements, assistance with obtaining zoning permits, and other assistance from the County with respect to the Project as described herein; and

**WHEREAS**, the County desires to foster economic development growth of the tax base and the creation of new jobs in the Development Area, which is currently being used primarily for agricultural and residential purposes, and throughout the County; and

**WHEREAS**, the Project will involve the installation of wind turbines, facilities, underground electrical systems, communications systems, transmission lines, substations, switchyards, meteorological towers, operation and maintenance facilities, access roads, lay-down and staging yards, construction and related facilities, equipment and improvements related to the Project in the Development Area; and

**WHEREAS**, in consideration for the assistance provided by the County and the anticipated restriction of certain other potential new commercial development and employment in portions of the Development Area, as a consequence of the Project, the County desires that the Company make certain economic development payments pursuant to the terms of this Agreement; and

**WHEREAS**, the Company wishes to further its policy of good corporate citizenship to enhance the economic development and future well-being and quality of life of the citizens of the County; and

**WHEREAS**, the County has determined that the completion of the Project under the terms set forth in this Agreement is in the best interest of the citizens of the County; and

**WHEREAS**, the Company has advised the County that the granting of tax abatement deductions described generally in Section 4.02 of this Agreement are of critical importance to the

financial viability of the Project, in light of the prevailing market and economic conditions within which the Company seeks to develop the Project; and

**WHEREAS**, the County and the Company desire to enter into this Agreement to provide for the development of the Project pursuant to the terms set forth herein.

**NOW THEREFORE**, in consideration of the foregoing and of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

### **ARTICLE I. RECITALS**

1.01 **Recitals Part of Agreement.** The representations and recitations set forth in the foregoing recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this **Section 1.01.**

### **ARTICLE II. MUTUAL ASSISTANCE**

2.01 **Mutual Assistance.** The Parties agree, subject to further proceedings required by law, to take such actions, including but not limited to the execution and delivery of such documents, instruments, petitions and certifications (and, in the case of the County, holding certain public hearings and using its best efforts to the fullest extent permitted by law to adopt certain ordinances and resolutions), as may be necessary or appropriate, from time to time, to carry out the terms, provisions and intent of this Agreement and to aid and assist each other in carrying out said terms, provisions and intent.

### **ARTICLE III. COMPLETION OF PROJECT AND OTHER COMPANY AGREEMENTS**

3.01 **Completion of Project.** Subject to Permitted Delays pursuant to **Section 7.10**, the Company intends that the "**Construction Commencement Date**" (defined as the first date the Company begins pouring the concrete for the permanent foundation for the first wind turbine tower in the Development Area), shall occur no later than December 31, 2016. The Company shall use its commercially reasonable efforts to complete construction and equipping of the Project, subject to any Permitted Delays pursuant to Section 7.10 hereof. As used herein, "construction and equipping of the Project" shall be deemed complete at such time as all turbines in the Project have been certified by the Company, in conjunction with its turbine supplier, as acceptable for commercial operation.

This Agreement sets forth the terms upon which certain incentives will be provided to the Company as consideration for the completion of the Project. The Company shall have no obligation to construct the Project; however failure to complete the Project will result in the loss of the Company's rights to such incentive pursuant to the terms of this Agreement. Upon the failure to complete the Project, the Company shall not be entitled to the refund of any payment made to the County pursuant to the terms of this Agreement.

The Parties agree that construction of the Project is dependent upon the execution of a Power Purchase Agreement between the Company and a third-party purchaser (PPA). If the Company is unable to meet the intended Construction Commencement Date due to failure to obtain a PPA, this

Agreement and the Construction Commencement Date shall automatically be extended for another year to December 31, 2017 and thereafter the Parties agree to negotiate in good faith any further extensions of this Agreement or the Construction Commencement Date.

3.02 Payment of County Expenses. By not later than December 31, 2014, the Company shall pay the County's legal, financial advisory, and other expenses ("Professional Fees") in the amount of Fifteen Thousand Dollars (\$15,000.00) related to the negotiation, execution and implementation of this Agreement, the Road Use Agreement (as defined in Section 4.01 below), the Decommissioning Agreement, between the County and the Company, dated the date hereof (the "Decommissioning Agreement"), and the resolutions and other documentation necessary to approve the tax abatement, as described in Section 4.02 below.

3.03 Economic Development Payments. As consideration for the anticipated restriction of certain other new commercial development and employment in portions of the Development Area as a consequence of the Project, the Company agrees to make the following payments on the following dates (the "Economic Development Payments").

The Economic Development Payments shall be calculated on the basis of \$12,000 for each megawatt to be constructed in the County payable as follows: one-fourth of the total shall be due on the Construction Commencement Date and one-fourth of the total shall be due on the first, second and third anniversaries of the Construction Commencement Date, for a total of \$192,000, assuming construction of Sixteen (16) megawatts are constructed in the County. In the event fewer than sixteen (16) megawatts of electrical power capability is developed in the County, the Economic Development Payments above will be reduced pro rata based upon the total number of megawatts actually constructed in Henry County multiplied by \$12,000.

Additionally, in the event that more than Sixteen (16) megawatts of electrical power capability is developed in the County, the Company shall pay Twelve Thousand Dollars (\$12,000) ("Additional Turbine Payment") for each additional megawatt above Sixteen (16) and shall pay such amounts on the Construction Commencement Date for the wind turbine towers which will generate such additional megawatts of power.

The Economic Development Payments set forth in this Section are based on the value of \$12,000 per megawatt of electrical power capability developed in the County by the Company. If the Company provides or agrees to provide an economic development payment to any other Indiana county or counties ("Other County") for the development of a wind farm in an Other County in an amount higher than \$12,000 per megawatt, the amount of the Economic Development Payments payable under this Section 3.03 shall be recalculated based on the highest amount per megawatt paid to such Other County (this Favored Nation provision is to provide for Additional Economic Development Payments), and the amount of the Additional Economic Development Payments shall be the highest amount per megawatt paid to such Other County. Such recalculated Economic Development Payments shall be made in equal amounts on the same dates as the original Economic Development Payments. The terms of this agreement to provide a Favored Nation provision shall expire on December 31, 2017.

Notwithstanding the above, this Agreement is contingent upon Congress extending, in some form, through at least December 31, 2016, the PTC, which is currently scheduled to expire December 31, 2014. In the event that the PTC is not extended, the Parties shall attempt to negotiate an

adjustment of Economic Development Payments reflecting the current market conditions. If the Parties are unable to agree on revised Economic Development Payment amounts, then Company may terminate this Agreement upon written notice to County provided in accordance with Section 7.05 hereof.

The Company shall make each of the Economic Development Payments to the Henry County Auditor to be deposited in a special fund established by the Henry County Commissioners and the Henry County Council not less than fifteen (15) days prior to the applicable payment date. Each of the Economic Development Payments shall constitute a contribution by the Company to the furtherance of other economic development in the County, and such Economic Development Payments shall be used by County for the construction, repair, or maintenance of infrastructure, the improvement of the park systems, economic development projects or other services provided in the County, or other purposes which improve the quality of life in the County and thereby foster economic development in the County, all which shall be determined by the Henry County Commissioners and the Henry County Council. Such Economic Development Payments shall not constitute a payment in lieu of any tax, charge, or fee of the County or any other taxing unit, and shall be in addition to any payments made by the Company pursuant to Section 3.04 of this Agreement and any other tax, charge, or fee payable by the Company. Any Economic Development Payments shall be guaranteed by Resources as set forth in the Guaranty attached as Exhibit D to this Agreement, and Resources shall pay any reasonable attorney's fees incurred by the County to enforce such Guaranty. The Guaranty shall be executed and delivered by Resources at the time of the Construction Commencement Date. The Maximum Recovery Amount assumes no more than 16 megawatts is developed. In the event that the Company desires to develop more than 16 megawatts, then a revised Guaranty setting forth a new Maximum Recovery Amount shall be tendered by Company to County.

3.04 Payments in Lieu of Taxes ("PILOT"). In addition to the Economic Development Payments, the County is entering into this Agreement in reliance upon the property taxes to be paid by the Company to the local taxing units located in the County (including the County, each a "Taxing Unit") as a result of the investment by the Company in the Project (which property taxes shall not include the value of any taxes abated as a result of an Approved Abatement pursuant to Section 4.02 hereof). In the event of a Change in Law, the Company shall pay to each Taxing Unit an annual amount (such payment, a "PILOT"), for each year beginning as of the effective date of such Change in Law, and continuing through and including, but not after, the due date(s) for installments of taxes payable in the year 2045. The annual PILOT shall be paid in semi-annual payments on such dates as regularly scheduled installments of property taxes are payable (currently in May and November of each year). "Change in Law" shall mean a change in the local, state or federal laws, rules, or regulations which makes all or any portion of the Company's property exempt from taxation by the Taxing Units or alters any applicable depreciation rules or regulation. The amount of each annual PILOT shall be determined as follows: (a) the amount of property taxes that the Company would have paid during such year to the Taxing Units had the Change in Law not taken effect, based on the then current property tax rate and the finally-determined assessed value of the Company's property for that assessment year (without taking into any account any Approved Abatement), less (b) any Approved Abatement (without any effect of the Change in Law), less (c) the amount of other new tax revenue received by the Taxing Unit(s) from the Company as a result of the Change in Law, which other new tax revenue may be collected locally or at the State level and distributed to the Taxing Unit(s) (e.g., a production tax, a license tax based on gross revenue, etc. that is imposed and distributed to the Taxing Unit).

3.05 Additional Covenants.

- a. The Company hereby covenants and agrees that within fifteen (15) days of filing Form UD-45 with the Department of Local Government Finance, it shall provide a copy thereof to the Henry County Auditor and the County Assessor. Concurrently, Company shall provide a schedule to the County Auditor and the County Assessor showing the total cost of property placed in service for such property for federal tax purposes and the annual and accumulated depreciation for federal tax purposes. The total cost of property placed in service as shown on such schedule is intended to match the amount shown on Line 9 of Form UD-45, and the amount shown on such schedule for accumulated depreciation is intended to match the amount shown on line 21 of Form UD-45. Any discrepancies shall be reconciled on the schedule. The Company agrees to depreciate the wind turbines on a five-year MACRS basis, and to not claim that the wind turbines are subject to any obsolescence deduction. Such schedule shall be used by the County to verify that Company depreciated the wind turbines on a five-year MACRS basis, and did not claim any obsolescence deduction.
- b. Company hereby covenants and agrees that at no time after execution of this Agreement and during the operation of the Project shall it initiate or participate in any legislative effort with the objective of seeking a Change in Law.

Notwithstanding the above, Company may in its sole discretion choose to elect bonus depreciation on the wind turbines. In the event that Company chooses to elect bonus depreciation for any given tax year, it shall provide the County advance written notice thereof together with a calculation with respect to such tax year of the difference between the anticipated property tax liability prior to such election for bonus depreciation and such property tax liability with bonus depreciation (the "Bonus Calculation"). Based on such calculation, Company shall set out in such notice its intention to make a PILOT payment comprising the Bonus Calculation. If County objects to the Bonus Calculation, it shall provide written notice thereof to Company within thirty (30) days of receipt of such notice and hereafter the parties shall meet to determine an appropriate PILOT payment, considering then current tax rates and other pertinent factors. The PILOT payment shall be made by Company in semi-annual payments on such dates (currently in May and November of each year) as regularly scheduled installments of property taxes are payable (or would have been payable, but for the bonus depreciation) with respect to the turbines for which bonus depreciation was elected. The Auditor shall distribute all PILOT payments made under this section to the applicable Taxing Units in the same proportion as the normal tax payments are distributed.

**ARTICLE IV. ECONOMIC DEVELOPMENT INCENTIVES**

4.01 Road Use Agreement. The County and the Company shall concurrently herewith enter into the Agreement for Use of Roads and Drainage Agreement, dated the date hereof (the "Road Use Agreement") that sets forth the terms pursuant to which the County agrees to allow the Company to use, repair and improve certain designated County roads and complete certain modifications to the County drainage system that are necessary to accommodate the Project.

4.02 Tax Abatement. In consideration of the benefits to be derived by the County under this Agreement, the Road Use Agreement, and other benefits as a result of the Company's investment in

the Project as described in the Statement of Benefits form attached hereto as Exhibit C ("Statement of Benefits"), and subject to the completion of such procedures as are required by law, the County shall, as permitted by law, approve utility distributable property tax deductions pursuant to Ind. Code § 6-1.1-12.1, for a period of ten (10) years, with respect to Company's investment in the Project as described in the Statement of Benefits (the "Approved Abatement"). The abatement application was set for initial hearing before the County Council on November 26, 2014 and a final hearing before the County Council is scheduled for December 17, 2014. To the extent any of the improvements and/or facilities to be constructed as a part of the Project are ultimately classified, regulated, assessed and/or taxed as locally-assessed real property or business personal property, Company shall be deemed, under Ind. Code § 6-1.1-12.1-11.3 and/or 50 IAC 10-4-1, to have filed its Statement of Benefits in a manner consistent with the claiming of a deduction for new manufacturing equipment under Ind. Code § 6-1.1-12.1-4.5, and/or for the redevelopment or rehabilitation of real property under Ind. Code § 6-1.1-12.1-3 in the manner required for such real property and/or business personal property, as the case may be.

In the event that such abatements are not approved as described on December 17, 2014 or in the event that any materially complete, timely, and valid claim(s) for deduction which may be filed by or on behalf of the Company in the future as a result of such Approved Abatement is disallowed in a given assessment year (or if any portion of such abatement is ultimately rescinded, canceled or modified) then the Company may, at its option, terminate this Agreement by providing written notice of termination to the County in the manner prescribed in this Agreement. Such termination shall be effective as of the date set forth in the notice thereof, upon which the Parties shall have no further obligations to each other under this Agreement, including, but not limited to payment of any remaining unpaid Economic Development Payments under Section 3.03; provided, however, in any such event, the County retains the right to deny any application for and terminate, in whole or in part, a deduction based on the failure of the Company to substantially comply with the Statement of Benefits pursuant to Ind. Code § 6-1.1-12.1-5.9 or comparable law then in effect. Notwithstanding any other provision of this Agreement, Company is under no legal obligation to develop the Project.

4.03 Other Assistance. The County shall provide reasonable assistance to the Company in obtaining such zoning permits, decommissioning agreements or other State or local government actions as are required for the Company to commence construction and complete the Project.

#### **ARTICLE V. REPRESENTATIONS, WARRANTIES, AND COVENANTS OF THE COMPANY**

5.01 Accuracy of Information. The Company represents and warrants that, to the best of its knowledge, all estimates, statements, and information provided in this Agreement regarding initial capital investment and job creation, the impact on roads and other infrastructure, and other matters with respect to the Project are reasonably accurate in all material respects.

5.02 Authority. The Company represents and warrants that it has all requisite authority to enter into this Agreement.

5.03 Compliance with Laws. The Company agrees to comply in all material respects with all applicable laws related to the construction, development and use of the Project.

5.04 Henry County Zoning Ordinance. The Company acknowledges that the Project is subject to all the provisions of the Henry County Zoning Ordinance in the form as of the Effective Date (the "Zoning Ordinance"), and that prior to the Construction Commencement Date, the Company must obtain an Improvement Location Permit or Permits (collectively the "Permit"), and comply with all other provisions in the Zoning Ordinance. County shall use its best efforts to cooperate with Company regarding the Permit. The Board of Commissioners shall not vote to approve any changes to the Zoning Ordinance without prior consultation with the Company as it is the objective of the parties that the Zoning Ordinance in effect at the time of the Effective Date shall apply to the Project.

## **ARTICLE VI. REPRESENTATIONS, WARRANTIES, AND COVENANTS OF THE COUNTY**

6.01 Actions. The County represents, warrants and covenants that it has taken or will use its best efforts as permitted by law to take such action(s) as may be required and necessary to enable the County to carry out fully and perform the terms, covenants, duties and obligations on its part to be kept and performed as provided by the terms and provisions of this Agreement.

6.02 Authority. The County represents and warrants that it has all requisite authority to enter into this Agreement.

6.03 Powers. The County represents and warrants that it has full constitutional and lawful right, power and authority to execute and deliver and perform its obligations under this Agreement, including, but not limited to, the provisions of Section 3.04 with respect to Taxing Units, and Section 4.02 Tax Abatement.

## **ARTICLE VII. GENERAL PROVISIONS**

7.01 Time of Essence. Time is of the essence with respect to performance of this Agreement. Subject to Section 7.10 hereof, the Parties shall make every reasonable effort to perform expeditiously (subject to time limitations as described herein) and the Parties acknowledge that the successful performance of this Agreement requires their continued cooperation.

7.02 No Joint Venture or Partnership. Nothing contained in this Agreement shall be construed as creating either a joint venture or partnership relationship between the County and the Company or any affiliate thereof.

7.03 Default. Before a Party shall be deemed to be in default due to failure to perform any of its obligations under this Agreement, the Party claiming such failure shall provide written notice specifying the default and manner of cure, the Party alleged to have failed to perform such obligation and shall demand performance. No breach of this Agreement may be found to have occurred if (i) with respect to the failure to pay an Economic Development Payment or PILOT, such payment is properly made within fifteen (15) days after Company's receipt of written notice from the County, or (ii) with respect to any other alleged failure, the Party allegedly failing to perform has begun efforts to cure to the reasonable satisfaction of the complaining Party within thirty (30) days of the receipt of such notice. The Party claiming a breach of this Agreement may seek any remedy available at law or equity, if (i) with respect to the failure to pay an Economic Development Payment or PILOT, such payment has not been properly made within fifteen (15) days of the Company' receipt of the required notice, or (ii) with respect to any other alleged breach, the Party allegedly failing to perform has not

begun efforts to cure within thirty (30) days of the receipt of such notice and continued such efforts to cure to the reasonable satisfaction of the complaining Party. The Parties hereto understand that I.C. § 6-1.1-12.1-5.9 sets out a process for termination of a previously approved tax abatement and I.C. § 6-1.1-12.1-12 sets out a process for repayment of previous tax abatement benefits received. The Parties acknowledge the applicability of these statutes to any Approved Abatement granted and confirm their intention to comply with them.

7.04 Indiana Law. This Agreement shall be construed in accordance with the laws of the State of Indiana.

7.05 Notices. All notices and requests required pursuant to this Agreement shall be deemed sufficiently made if delivered, as follows:

To the Company:

Whitewater Wind, LLC  
Attn: Business Manager  
700 Universe Blvd., FEJ/JB  
Juno Beach, FL 33408

with copy to:

Bingham Greenebaum Doll LLP  
Attn: Mary E. Solada, Esq.  
2700 Market Tower, 10 W. Market Street  
Indianapolis, IN 46204

To the County:

County Board of Commissioners  
101 S Main St.  
New Castle, IN 47362  
Attn: County Auditor

All notices to the County shall include a copy to County Attorney:

Richard J. Hall, Esq.  
Barnes & Thornburg LLP  
11 South Meridian  
Indianapolis, IN 46204

If to any Financing Party: To the address indicated in the notice to County provided pursuant to Section 7.07 hereof.

Or at such other addresses as the Parties may indicate in writing to the other either by personal delivery, courier, or by registered mail, return receipt requested, with proof of delivery thereof.



Mailed notices shall be deemed effective on the third day after mailing; all other notices shall be effective when delivered.

7.06 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

7.07 Assignment.

- a. This Agreement shall (i) remain in full force and effect until the expiration or termination hereof; and (ii) be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.
- b. Except as provided in subsections (c), (d) (e) and (f) below, no Party to this Agreement shall assign, transfer, delegate, or encumber this Agreement or any or all of its rights, interests, or obligations under this Agreement without the prior written consent of the other Party. In those instances in which the approval of a proposed assignee or transferee is required or requested: (i) such approval shall not be unreasonably withheld, conditioned, or delayed; and (ii) without limiting the foregoing, in the case of the County, the County's approval may not be conditioned on the payment of any sum or the performance of any agreement other than the agreement of the assignee or transferee to perform the obligations of the Company pursuant to this Agreement.
- c. Company may, without the consent of the County, but upon notice to County, assign or transfer this Agreement or any or all of its rights, interests, and obligations under this Agreement to any affiliate or subsidiary, or with the consent of the County (not to be unreasonably withheld), a company that acquires substantially all the assets of Company. Additionally, upon the prior written notice to the County and without consent of the County, Company may assign this Agreement to a (i) public utility or (ii) a developer, provided in either instance such assignee shall have comparable experience in constructing and operating a wind project in the United States and a net worth of a minimum of \$25,000,000 as confirmed by audited financial statements as of the most immediately prior year end.
- d. Company will not be required to obtain consent of the County for or in connection with (i) a corporate reorganization of Company or any of its direct or indirect affiliates, or (ii) a sale or transfer of equity interest of any direct or indirect affiliate of Company
- e. Any assignment pursuant to this Section shall be subject to the assignee agreeing in writing to be bound by the terms of this Agreement. Any assignment of this Agreement by Company to an assignee shall be subject to Company assigning its rights and obligations under the Road Use Agreement and the Decommissioning Agreement to the same assignee. Any notice of assignment required to be delivered by Company pursuant to this Section shall be in writing, shall set forth the basis for the assignment, including such supporting information as may be necessary to demonstrate compliance with this Section, and shall be delivered to

the County not less than forty-five (45) days prior to the effective date of the assignment. The restrictions on the Company's ability to assign this Agreement set forth in this Section shall expire ten (10) years after the date of the completion of the Project; provided however, following the expiration of such restrictions, the Company shall still provide notice of any assignment of this Agreement to the County not less than forty-five (45) days prior to the effective date of the assignment, the assignee shall still agree in writing to be bound by the terms of this Agreement, and any assignment of this Agreement by Company to an assignee shall still be subject to Company assigning its rights and obligations under the Road Use Agreement and the Decommissioning Agreement to the same assignee.

- f. Company may, also, without the prior approval of the County, enter into any partnership or contractual arrangement, including but not limited to, a partial or conditional assignment of equitable interest in the Company or its parent to any person or entity, including but not limited to tax equity investors, or by security, charge or otherwise encumber its interest under this Agreement for the purposes of financing the development, construction and/or operation of the Project (any of the foregoing actions, a "Collateral Assignment") and County shall agree to execute and deliver any reasonably requested estoppels related to a Collateral Assignment. Promptly after making such encumbrance, Company shall notify the County in writing of the name, address, and telephone and facsimile numbers of each party in favor of which Company's interest under this Agreement has been encumbered (each such party, a "Financing Party" and together, the "Financing Parties"). Such notices shall include the names of the account managers or other representatives of the Financing Parties to whom all written and telephonic communications may be addressed. After giving the County such initial notice regarding either an Assignment or a Collateral Assignment, Company shall promptly give the County notice of any change in the information provided in the initial notice or any revised notice. The Company shall, in the event of any such Collateral Assignment, remain bound to the terms of this Agreement unless otherwise agreed by the County.

7.08 No Third Party Beneficiaries. This Agreement shall be deemed to be for the benefit solely of the Parties hereto and shall not be deemed to be for the benefit of any third party.

7.09 Incorporation of Exhibits. All Exhibits attached hereto are incorporated herein by reference.

7.10 Permitted Delays. Whenever performance is required of any Party hereunder, such Party shall use all due diligence and take all necessary measures in good faith to perform; provided, however, that if completion of performance shall be delayed at any time by reason of acts of God, war, civil commotion, riots or damage to work in progress by reason of fire or other casualty, strikes, lock outs or other labor disputes, delays in transportation, inability to secure labor or materials in the open market, war, terrorism, sabotage, civil strife or other violence, improper or unreasonable acts or failures to act by the County, the failure of any governmental authority to issue any permit, entitlement, approval or authorization within a reasonable period of time after a complete and valid application for the same has been submitted, the effect of any law, proclamation, action, demand or requirement of any government agency or utility, or litigation contesting all or any portion of the right,

title and interest of County or Company under this Agreement (a "Permitted Delay"), then the time for performance as herein specified shall be appropriately extended by the time of the delay actually caused by such circumstances; provided, however, payments by the Company to the County pursuant to Sections 3.02, 3.03 and 3.04 shall not be excused on the basis of delays in transportation or inability to secure labor or materials in the open market. If there should arise a Permitted Delay, and the Party claiming the Permitted Delay anticipates that such Permitted Delay will cause a delay in its performance under this Agreement, then the Party claiming a Permitted Delay shall promptly provide written notice to the other Party detailing the nature and the anticipated length of such delay.

7.11 Other Tax Relief. Nothing in this Agreement shall prohibit Company (or the owner(s) of any portion of the Development Area, as their interests may appear) from (a) reviewing, appealing, or otherwise challenging, at any time, the assessed value of the Development Area or of any tangible property which is constructed in accordance with the Project, including, but not limited to, during the abatement period relative to any deduction(s) claimed by Company and/or approved by the County, or (b) seeking or claiming any other statutory exemption, deduction, credit or any other tax relief (including, but not limited to, any refund of taxes previously paid with statutory interest) for which Company may be or may become eligible, or to which Company may be or may become entitled. If any of the foregoing events has the effect of reducing or eliminating the value of the Approved Abatement to Company, Company shall remain bound by the terms of this Agreement, including but not limited to the obligation to make any payments hereunder.

7.12 No Admission or Waiver. Neither this Agreement, nor any payments made pursuant hereto, shall be interpreted as an admission of liability or a waiver of any rights on behalf of any entity or person including, but not limited to, the Parties hereto, except to the extent that same shall be fully and expressly stated herein. The terms hereof have been freely and fairly negotiated by the Parties with advice of competent legal counsel, and in aid of the Henry County Council's exercise of its powers as the fiscal body of the County, including, but not limited to, its jurisdiction as the "Designating Body" under Ind. Code § 6-1.1-12.1.

7.13 Consent to Jurisdiction. This Agreement has been delivered to the County and is to be performed in Henry County, Indiana, and shall be governed and construed according to the laws of the State of Indiana. With respect to all matters arising under this Agreement to be filed with courts of general jurisdiction, Company hereby designate(s) all courts of record sitting in Henry County, Indiana with respect to state subject matter jurisdiction and Marion County, Indiana with respect to federal subject matter jurisdiction, as forums where any such action, suit, or proceeding in respect of or arising from or out of this Agreement, its making, validity or performance, may be prosecuted as to all parties, their successors and assigns, and by the foregoing designation the undersigned consent(s) to the jurisdiction and venue of such courts; provided, however, both Company and County hereby waive their right to a jury trial. Company hereby waives any objection which it may have to any such proceeding commenced in a state court located within Henry County, Indiana, based upon proper venue or forum non conveniens. With respect to all legal matters arising under this Agreement which are required by law to be initiated before a state or federal administrative agency, or for which jurisdiction is assigned by statute to a state or federal court with exclusive jurisdiction over such matter, jurisdiction shall be proper before such agency or court. All service of process may be made by messenger, or certified mail, return receipt requested or by registered mail directed to the Party at the address indicated herein and each Party hereto otherwise waives personal service of any and all process made upon such Party.

7.14 Effective Date. Notwithstanding any provision herein to the contrary, this Agreement shall not be effective until it has been executed by all Parties hereto, and (i) execution by the County shall evidence that each of the Board of Commissioners and County Council of the County has approved or ratified this Agreement at public meetings, and (ii) execution by the Company shall evidence that the Company has received the requisite approval of the Project by its parent. The Company agrees that it will make the payments required in Section 3.02 upon execution of this Agreement by all Parties.

7.15 Indemnity. The Company covenants and agrees to indemnify, defend and hold the County, its elected officials, and employees (the "Indemnitees") harmless from any and all claims, demands, suits, actions, proceedings, or cause of actions (including violation of any environmental laws, or regulations resulting in judgments, obligations, fines, penalties or expenses) brought against the Indemnitees by any parties, including any federal or state agencies, for personal injury, property damages, clean-up costs, fines, penalties or expenses, including reasonable attorneys' fees, to the extent such claims, demands, suits, actions, proceedings, or cause of actions arise directly from or in the course of the performance by the Company of this Agreement.

7.16 Severability. If any provision, covenant, agreement or portion of this Agreement or its application to any person, entity or property, is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants, agreements, or portions of this Agreement and, to that end, any provisions, covenants, agreements or portions of this Agreement are declared to be severable. Notwithstanding the foregoing, in the event any provision of this Agreement is determined to be invalid under any applicable law and therefore deemed void hereunder (which voided provision prevents either the County or the Company from realizing the intended benefits of this Agreement, including, without limitation, any provision with regard to the payment and receipt of the Economic Development Payments or approval and implementation of the Approved Abatement), then the County and the Company agree to modify this Agreement in a manner that allows both the County and the Company to realize the originally intended benefits of this Agreement to the greatest extent possible. If the Agreement cannot be so modified or amended to allow the Parties to realize the originally intended benefits of this Agreement, then the Party which has been prevented from realizing the intended benefits of this Agreement shall have the right to terminate this Agreement, and upon such termination, all rights and obligations under this Agreement shall be extinguished, and the Parties agree to execute such releases or other evidence of the extinguishment of such obligations as may be necessary.

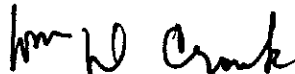
Section 7.17. Other Agreements. Developer shall materially comply with all terms of and fulfill its obligations under the Decommissioning Agreement and the Road Use Agreement.

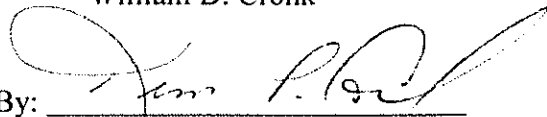
[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties have duly executed this Agreement pursuant to all requisite authorizations as of the date first above written.

HENRY COUNTY, INDIANA

Board of Commissioners of Henry County, Indiana

By:   
William D. Cronk

By:   
Kim L. Cronk

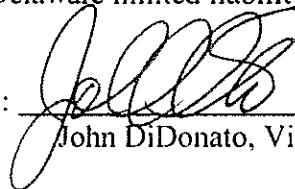
By: \_\_\_\_\_  
Ed Yanos

ATTEST:



**Patricia A French**  
Auditor, Henry County, Indiana

WHITEWATER WIND, LLC  
a Delaware limited liability company

By:   
John DiDonato, Vice President

**EXHIBIT A**

**THE PROJECT**

**Section 2**

**Description of Project**

**Applicant desires to develop a Wind Energy Conversion System Project in Henry County, which shall consist of approximately 16 megawatts of electricity. This Project will consist of wind turbines and steel towers, a substation to be installed near the transmission grid, and an operation facility to house trucks and other equipment. The investment required in Dudley Township will be approximately \$26,000,000. These cost estimates are preliminary and may change closer to the initiation of construction. These estimates include estimated expenditures in both real and personal property, together with utility distributable property, in connection with the Project.**

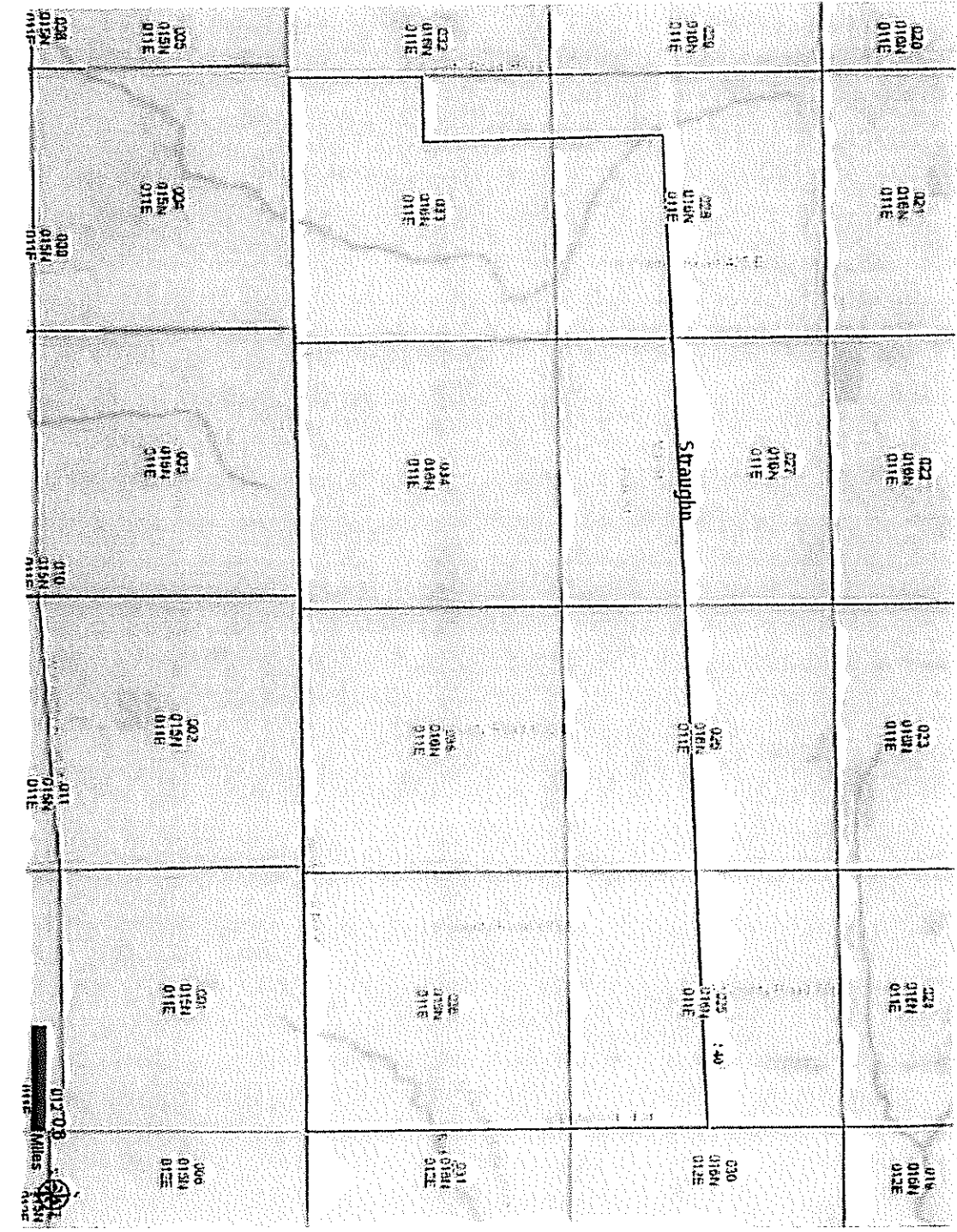
**Section 3**

**Estimate of Employees/Salaries as Result of Proposed Project**

**Applicant estimates that no permanent full-time employees will be employed at the completion of the Project. This does not include temporary employment during the construction phase.**

**EXHIBIT B**

**OUTLINE OF THE DEVELOPMENT AREA**



**EXHIBIT C**

**Statement of Benefits**





**STATEMENT OF BENEFITS  
UTILITY DISTRIBUTABLE PROPERTY**  
State Form 52446 (R2 / 1-11)  
Prescribed by the Department of Local Government Finance

**FORM  
SB-1UD**

**INSTRUCTIONS:**

1. This statement must be submitted to the body designating the economic revitalization area prior to the public hearing if the designating body requires information from the applicant in making its decision about whether to designate an Economic Revitalization Area. Otherwise this statement must be submitted to the designating body BEFORE a person installs the new manufacturing equipment and/or research and development equipment, and/or logistical distribution equipment and/or information technology equipment for which the person wishes to claim a deduction. "Projects" planned or committed to after July 1, 1987 and areas designated after July 1, 1987 require a STATEMENT OF BENEFITS. (IC 6-1.1-12.1)
2. Approval of the designating body (City Council, Town Board, County Council, etc.) must be obtained prior to installation of the new manufacturing equipment and/or research and development equipment and/or logistical distribution equipment and/or information technology equipment. BEFORE a deduction may be approved.
3. To obtain a deduction, Form UD-ERA must be filed with the county assessor. Form UD-ERA must be filed between March 1 and May 15 of the assessment year in which new manufacturing equipment and/or research and development equipment and/or logistical distribution equipment and/or information technology equipment becomes assessable, unless a filing extension has been obtained. A person who obtains a filing extension must file the form between March 1 and the extended due date of that year.
4. Property owners whose Statement of Benefits was approved after June 30, 1991 must submit Form CF-1 / UD annually to show compliance with the Statement of Benefits. (IC 6-1.1-12.1-5.6)
5. The schedules established under IC 6-1.1-12.1-4(d) and IC 6-1.1-12.1-4.5(e) effective July 1, 2000 apply to any statement of benefits filed on or after July 1, 2000. The schedules effective prior to July 1, 2000 shall continue to apply to those statement of benefits filed before July 1, 2000.
6. This form is for use 2006 pay 2007 and after.

**SECTION 1 TAXPAYER INFORMATION**

Name of taxpayer Whitewater Wind, LLC c/o Mary E. Solada		Name of contact person Jeremy Ferrell	
Address of taxpayer (number and street, city, state and ZIP code) Bingham Greenebaum Doll LLP, 2700 Market Tower, 10 West Market Street, Indianapolis, IN 46204 (msolada@bgdlegal.com)		Title of contact person Project Director - Development	
Telephone number (317) 635-8900	Fax number (317) 236-9907	Telephone number (561) 694-6238	E-mail address of contact person Jeremy.Ferrell@nexteraenergy.com

**SECTION 2 LOCATION AND DESCRIPTION OF PROPOSED PROJECT**

Name of designating body Henry County Council		Resolution number		
Location of property Various parcels in Dudley Township		County Henry	Taxing district 003	
Description of manufacturing equipment and/or research and development equipment and/or logistical distribution equipment and/or information technology equipment (use additional sheets if necessary)  *See attachment		<b>ESTIMATED</b>		
			Start Date	Completion Date
		Manufacturing Equipment	12/31/2016	12/31/2017
		Research & Development Equipment		
		Logistical Distribution Equipment*		
		Information Technology Equipment*		

**SECTION 3 ESTIMATE OF EMPLOYEES AND SALARIES AS RESULT OF PROPOSED PROJECT**

Current number 0	Salaries 0	Number retained 0	Salaries 0	Number additional 0	Salaries 0
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**SECTION 4 ESTIMATED TOTAL COST AND VALUE OF PROPOSED PROJECT**

NOTE: Pursuant to IC 6-1.1-12.1-5.1(d)(2) the COST of the property is confidential.	Manufacturing Equipment		Research & Development Equipment		Logistical Distribution Equipment*		Information Technology Equipment*	
	Cost	Assessed Value	Cost	Assessed Value	Cost	Assessed Value	Cost	Assessed Value
Current values	26MM							
Plus estimated values of proposed project								
Less values of any property being replaced								
Net estimated values upon completion of project	26MM							

**SECTION 5 WASTE CONVERTED AND OTHER BENEFITS PROMISED BY THE TAXPAYER**

Estimated solid waste converted (pounds) \_\_\_\_\_ Estimated hazardous waste converted (pounds) \_\_\_\_\_  
Other benefits:

**SECTION 6 TAXPAYER CERTIFICATION**

I hereby certify that the representations in this statement are true.

Signature of authorized representative 	Title Vice President	Date signed (month, day, year) October 21, 2014
E-mail address	Telephone number	Fax number

FOR USE OF THE DESIGNATING BODY

We have reviewed our prior actions relating to the designation of this economic revitalization area and find that the applicant meets the general standards adopted in the resolution previously approved by this body. Said resolution, passed under IC 6-1.1-12.1-2.5, provides for the following limitations as authorized under IC 6-1.1-12.1-2.

A. The designated area has been limited to a period of time not to exceed 10 calendar years\* (see below). The date this designation expires is 2029.

B. The type of deduction that is allowed in the designated area is limited to:

- |  |   |
|--|---|
| 1. Installation of new manufacturing equipment;            | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 2. Installation of new research and development equipment; | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 3. Installation of new logistical distribution equipment.  | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 4. Installation of new information technology equipment;   | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |

C. The amount of deduction applicable to new manufacturing equipment is limited to \$ no limit cost with an assessed value of \$ N/A.

D. The amount of deduction applicable to new research and development equipment is limited to \$ N/A cost with an assessed value of \$ N/A.

E. The amount of deduction applicable to new logistical distribution equipment is limited to \$ N/A cost with an assessed value of \$ N/A.

F. The amount of deduction applicable to new information technology equipment is limited to \$ N/A cost with an assessed value of \$ N/A.

G. Other limitations or conditions (specify) Terms of proposed Economic Development Agreement between taxpayer and County

H. The deduction for new manufacturing equipment and/or new research and development equipment and/or new logistical distribution equipment and/or new information technology equipment installed and first claimed eligible for deduction after July 1, 2000 is allowed for:

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> 1 year    | <input checked="" type="checkbox"/> 6 years    |
| <input checked="" type="checkbox"/> 2 years   | <input checked="" type="checkbox"/> 7 years    |
| <input checked="" type="checkbox"/> 3 years   | <input checked="" type="checkbox"/> 8 years    |
| <input checked="" type="checkbox"/> 4 years   | <input checked="" type="checkbox"/> 9 years    |
| <input checked="" type="checkbox"/> 5 years** | <input checked="" type="checkbox"/> 10 years** |

\*\* For ERA's established prior to July 1, 2000 only a 5 or 10 year schedule may be deducted.

Also we have reviewed the information contained in the statement of benefits and find that the estimates and expectations are reasonable and have determined that the totality of benefits is sufficient to justify the deduction described above.

Approved: (signature and title of authorized member):	Telephone number (     )	Date signed (month, day, year) December 17, 2014
Attested by:	Designated body Henry County Council	
* If the designating body limits the time period during which an area is an economic revitalization area, it does not limit the length of time a taxpayer is entitled to receive a deduction to a number of years designated under IC 6-1.1-12.1-4.5		

**EXHIBIT D**

**GUARANTY**

THIS GUARANTY (this “**Guaranty**”), dated as of \_\_\_\_\_, 20\_\_ (the “**Effective Date**”), is made by NEXTERA ENERGY RESOURCES, LLC (“**Guarantor**”), in favor of HENRY COUNTY, INDIANA (“**Counterparty**”).

**RECITALS:**

- A. WHEREAS, Counterparty and Guarantor’s indirect, wholly-owned subsidiary WHITEWATER WIND, LLC, a Delaware limited liability company (“**Obligor**”) have entered into, or concurrently herewith are entering into, that certain Economic Development Agreement dated [effective date] (the “**Agreement**”); and
- B. WHEREAS, Guarantor will directly or indirectly benefit from the Agreement between Obligor and Counterparty;

NOW THEREFORE, in consideration of the foregoing premises and as an inducement for Counterparty’s execution, delivery and performance of the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Guarantor hereby agrees for the benefit of Counterparty as follows:

\* \* \*

1. **GUARANTY.** Subject to the terms and provisions hereof, Guarantor hereby absolutely and irrevocably guarantees the timely payment when due of all obligations owing by Obligor to Counterparty arising pursuant to the Agreement on or after the Effective Date (the “**Obligations**”). This Guaranty shall constitute a guarantee of payment and not of collection. The liability of Guarantor under this Guaranty shall be subject to the following limitations:

- (a) Notwithstanding anything herein or in the Agreement to the contrary, the maximum aggregate obligation and liability of Guarantor under this Guaranty, and the maximum recovery from Guarantor under this Guaranty, shall in no event exceed Two Hundred Thirty-Two Thousand U.S. Dollars (U.S. \$232,000.00) (the “**Maximum Recovery Amount**”).
- (b) The obligation and liability of Guarantor under this Guaranty is specifically limited to payments expressly required to be made under the Agreement, as well as costs of collection and enforcement of this Guaranty (including attorney’s fees) to the extent reasonably and actually incurred by the Counterparty (subject in all instances, to the limitations imposed by the Maximum Recovery Amount as specified in *Section 1(a)* above). In no event, however, shall Guarantor be liable for or obligated to pay any consequential, indirect, incidental, lost profit, special, exemplary, punitive, equitable or tort damages.

2. **DEMANDS AND PAYMENT.**

- (a) If Obligor fails to pay any Obligation to Counterparty when such Obligation is due and owing under the Agreement (an “**Overdue Obligation**”), Counterparty may present a

written demand to Guarantor calling for Guarantor's payment of such Overdue Obligation pursuant to this Guaranty (a "**Payment Demand**").

- (b) Guarantor's obligation hereunder to pay any particular Overdue Obligation(s) to Counterparty is conditioned upon Guarantor's receipt of a Payment Demand from Counterparty satisfying the following requirements: (i) such Payment Demand must identify the specific Overdue Obligation(s) covered by such demand, the specific date(s) upon which such Overdue Obligation(s) became due and owing under the Agreement, and the specific provision(s) of the Agreement pursuant to which such Overdue Obligation(s) became due and owing; (ii) such Payment Demand must be delivered to Guarantor in accordance with Section 9 below; and (iii) the specific Overdue Obligation(s) addressed by such Payment Demand must remain due and unpaid at the time of such delivery to Guarantor.
- (c) After issuing a Payment Demand in accordance with the requirements specified in Section 2(b) above, Counterparty shall not be required to issue any further notices or make any further demands with respect to the Overdue Obligation(s) specified in that Payment Demand, and Guarantor shall be required to make payment with respect to the Overdue Obligation(s) specified in that Payment Demand within five (5) Business Days after Guarantor receives such demand. As used herein, the term "**Business Day**" shall mean all weekdays (*i.e.*, Monday through Friday) other than any weekdays during which commercial banks or financial institutions are authorized to be closed to the public in the State of Florida or the State of New York.

3. **REPRESENTATIONS AND WARRANTIES.** Guarantor represents and warrants that:

- (a) it is a limited liability company duly organized and validly existing under the laws of the State of Delaware and has the corporate power and authority to execute, deliver and carry out the terms and provisions of the Guaranty;
- (b) no authorization, approval, consent or order of, or registration or filing with, any court or other governmental body having jurisdiction over Guarantor is required on the part of Guarantor for the execution and delivery of this Guaranty; and
- (c) this Guaranty constitutes a valid and legally binding agreement of Guarantor, enforceable against Guarantor in accordance with the terms hereof, except as the enforceability thereof may be limited by the effect of any applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and by general principles of equity.

4. **RESERVATION OF CERTAIN DEFENSES.** Without limiting Guarantor's own defenses and rights hereunder, Guarantor reserves to itself all rights, setoffs, counterclaims and other defenses to which Obligor is or may be entitled arising from or out of the Agreement, except for defenses (if any) based upon the bankruptcy, insolvency, dissolution or liquidation of Obligor or any lack of power or authority of Obligor to enter into and/or perform the Agreement.

5. **AMENDMENT OF GUARANTY.** No term or provision of this Guaranty shall be amended, modified, altered, waived or supplemented except in a writing signed by Guarantor and Counterparty.

6. **WAIVERS AND CONSENTS.** Subject to and in accordance with the terms and provisions of this Guaranty:

- (a) Except as required in Section 2 above, Guarantor hereby waives (i) notice of acceptance of this Guaranty; (ii) presentment and demand concerning the liabilities of Guarantor; and (iii) any right to require that any action or proceeding be brought against Obligor or any other person, or to require that Counterparty seek enforcement of any performance against Obligor or any other person, prior to any action against Guarantor under the terms hereof.
- (b) No delay by Counterparty in the exercise of (or failure by Counterparty to exercise) any rights hereunder shall operate as a waiver of such rights, a waiver of any other rights or a release of Guarantor from its obligations hereunder (with the understanding, however, that the foregoing shall not be deemed to constitute a waiver by Guarantor of any rights or defenses which Guarantor may at any time have pursuant to or in connection with any applicable statutes of limitation).
- (c) Without notice to or the consent of Guarantor, and without impairing or releasing Guarantor's obligations under this Guaranty, Counterparty may: (i) change the manner, place or terms for payment of all or any of the Obligations (including renewals, extensions or other alterations of the Obligations); (ii) release Obligor or any person (other than Guarantor) from liability for payment of all or any of the Obligations; or (iii) receive, substitute, surrender, exchange or release any collateral or other security for any or all of the Obligations.

7. **REINSTATEMENT.** Guarantor agrees that this Guaranty shall continue to be effective or shall be reinstated, as the case may be, if all or any part of any payment made hereunder is at any time avoided or rescinded or must otherwise be restored or repaid by Counterparty as a result of the bankruptcy or insolvency of Obligor, all as though such payments had not been made.

8. **TERMINATION.** Unless terminated earlier, this Guaranty and the Guarantor's obligations hereunder will terminate automatically and immediately at 11:59:59 Eastern Prevailing Time, \_\_\_\_\_, 201\_, such date four years after the Construction Commencement Date provided, however, that no such termination shall affect Guarantor's liability with respect to any Obligation incurred prior to the time the termination is effective, which Obligation shall remain subject to this Guaranty.

9. **NOTICE.** Any Payment Demand, notice, request, instruction, correspondence or other document to be given hereunder (herein collectively called "Notice") by Counterparty to Guarantor, or by Guarantor to Counterparty, as applicable, shall be in writing and may be delivered either by (i) U.S. certified mail with postage prepaid and return receipt requested, or (ii) recognized nationwide courier service with delivery receipt requested, in either case to be delivered to the following address (or to such other U.S. address as may be specified via Notice provided by Guarantor or Counterparty, as applicable, to the other in accordance with the requirements of this Section 9):

<u>TO GUARANTOR:</u> *	<u>TO COUNTERPARTY:</u>
NEXTERA ENERGY RESOURCES, LLC 700 Universe Blvd. Juno Beach, Florida 33408 <u>Attn:</u> Treasurer	County Board of Commissioners 101 S Main St. New Castle, IN 47362 <u>Attn:</u> County Auditor
[Tel: (561) 694-6204 -- for use in connection with courier deliveries]	[Tel: (765) 529-2800 -- for use in connection with courier deliveries]

\* (**NOTE:** Copies of any Notices to Guarantor under this Guaranty shall also be sent via facsimile to ATTN: Contracts Group, Legal, Fax No. (561) 625-7504 and ATTN: Credit Department, Fax No. (561) 625-7642. However, such facsimile transmissions shall not be deemed effective for delivery purposes under this Guaranty.)

Any Notice given in accordance with this Section 9 will (i) if delivered during the recipient's normal business hours on any given Business Day, be deemed received by the designated recipient on such date, and (ii) if not delivered during the recipient's normal business hours on any given Business Day, be deemed received by the designated recipient at the start of the recipient's normal business hours on the next Business Day after such delivery.

**10. MISCELLANEOUS.**

- (a) This Guaranty shall in all respects be governed by, and construed in accordance with, the law of the State of New York, without regard to principles of conflicts of laws thereunder (other than Sections 5-1401 and 5-1402 of the New York General Obligations Law).
- (b) This Guaranty shall be binding upon Guarantor and its successors and permitted assigns and inure to the benefit of and be enforceable by Counterparty and its successors and permitted assigns. Guarantor may not assign this Guaranty in part or in whole without the prior written consent of Counterparty. Counterparty may not assign its rights or benefits under this Guaranty in part or in whole without the prior written consent of Guarantor.
- (c) This Guaranty embodies the entire agreement and understanding between Guarantor and Counterparty and supersedes all prior agreements and understandings relating to the subject matter hereof.
- (d) The headings in this Guaranty are for purposes of reference only, and shall not affect the meaning hereof. Words importing the singular number hereunder shall include the plural number and vice versa, and any pronouns used herein shall be deemed to cover all genders. The term "person" as used herein means any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated association, or government (or any agency or political subdivision thereof).

- (e) Wherever possible, any provision in this Guaranty which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any one jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.
- (f) Counterparty (by its acceptance of this Guaranty) and Guarantor each hereby irrevocably:
  - (i) consents and submits to the exclusive jurisdiction of the United States District Court for the Southern District of Indiana, or if that court does not have subject matter jurisdiction, to the exclusive jurisdiction of all courts of record sitting in Hancock County, Indiana (without prejudice to the right of any party to remove to the United States District Court for the Southern District of Indiana) for the purposes of any suit, action or other proceeding arising out of this Guaranty or the subject matter hereof or any of the transactions contemplated hereby brought by Counterparty, Guarantor or their respective successors or assigns; and (ii) waives (to the fullest extent permitted by applicable law) and agrees not to assert any claim that it is not personally subject to the jurisdiction of the above-named courts, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper or that this Guaranty or the subject matter hereof may not be enforced in or by such court.
- (g) COUNTERPARTY (BY ITS ACCEPTANCE OF THIS GUARANTY) AND GUARANTOR EACH HEREBY IRREVOCABLY, INTENTIONALLY AND VOLUNTARILY WAIVES THE RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY LEGAL PROCEEDING BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH, THIS GUARANTY OR THE AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PERSON RELATING HERETO OR THERETO. THIS PROVISION IS A MATERIAL INDUCEMENT TO GUARANTOR'S EXECUTION AND DELIVERY OF THIS GUARANTY.

\* \* \*

IN WITNESS WHEREOF, the Guarantor has executed this Guaranty on \_\_\_\_\_, 201\_\_\_\_, but it is effective as of the Effective Date.

NEXTERA ENERGY RESOURCES, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

