

BOSTON PROPERTIES INC  
Form DEL AM  
November 14, 2008

**Boston Properties, Inc.**

**Boston Properties Limited Partnership**

**800 Boylston Street, Suite 1900**

**Boston, MA 02199**

November 14, 2008

**By EDGAR**

Securities and Exchange Commission

100 F Street, N.E., Mail Stop 4561

Washington, D.C. 20549-7010

Attn: Mr. Tom Kluck, Branch Chief, Division of Corporation Finance

Re: Boston Properties, Inc. and Boston Properties Limited Partnership (collectively, the Registrants ): Registration Statement on Form S-3 (File Nos. 333-155307 and 333-155307-01) (the Registration Statement )

Ladies and Gentlemen:

The Registrants hereby amend the Registration Statement to include the following language on the cover page thereof:

**The Registrants hereby amend this Registration Statement on such date or dates as may be necessary to delay its effective date until the Registrants shall file a further amendment which specifically states that this Registration Statement shall thereafter become effective in accordance with section 8(a) of the Securities Act of 1933 or until the Registration Statement shall become effective on such date as the Commission, acting pursuant to said Section 8(a), may determine.**

Sincerely,

BOSTON PROPERTIES, INC.

By: /s/ Michael E. LaBelle  
Michael E. LaBelle

Senior Vice President and Chief Financial Officer

of FPL Group common stock, you may purchase additional shares of common stock by reinvesting all or a portion of the cash dividends paid on your shares of common stock, or by making optional cash investments of at least \$100 and up to a maximum of \$25,000 per month. FPL Group may permit optional cash investments in excess of this maximum amount in some months, and may offer discounts of up to 5% on these investments of over \$25,000.

BOSTON PROPERTIES LIMITED PARTNERSHIP

By: Boston Properties, Inc., its general partner

By: /s/ Michael E. LaBelle  
Michael E. LaBelle

Senior Vice President and Chief Financial Officer

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You may participate in the Plan regardless of whether you hold your shares directly or indirectly through a broker, bank or other intermediary.

FPL Group's common stock is listed on the New York Stock Exchange and trades under the symbol FPL. The last reported sale price of the common stock on the New York Stock Exchange on May 5, 2009 was \$57.96.

The purchase price of common stock purchased directly from FPL Group for dividend reinvestments or optional cash investments not exceeding \$25,000 will be the average of the daily high and low sale prices of the common stock as reported on the consolidated tape for New York Stock Exchange-listed companies administered by the Consolidated Tape Association for the period of the last three days on which the common stock was traded immediately preceding the investment date. The purchase price of common stock purchased directly from FPL Group for optional cash investments in excess of \$25,000 on each purchase date during the applicable pricing period will be equal to 100%, less any discount, of the volume weighted average price, rounded to four decimal places, of the common stock as traded on the New York Stock Exchange only during regular New York Stock Exchange hours on that purchase date. The purchase price of common stock purchased from third parties in the open market will be the weighted average price of all shares so purchased for the applicable investment period.

FPL Group's principal executive offices are located at 700 Universe Boulevard, Juno Beach, Florida 33408-0420, and its telephone number at that address is (561) 694-4000. FPL Group's mailing address is P.O. Box 14000, Juno Beach, Florida 33408-0420.

**Investing in shares of FPL Group common stock involves risk. See Risk Factors beginning on page 1 of this prospectus and the documents incorporated by reference in this prospectus for more information.**

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or passed upon the accuracy or adequacy of this prospectus. Any representation to the contrary is a criminal offense.

The date of this prospectus is May 6, 2009.

**Table of Contents**

**TABLE OF CONTENTS**

<u>Risk Factors</u>	1
<u>FPL Group and Subsidiaries</u>	4
<u>Where You Can Find More Information</u>	5
<u>Incorporation by Reference</u>	5
<u>Forward-Looking Statements</u>	6
<u>Description of the Plan</u>	7
<u>Purpose</u>	7
<u>Amendment of Prior DRIP</u>	7
<u>Plan Administrator</u>	7
<u>Contact Information for Plan Administrator</u>	8
<u>Who Can Join</u>	8
<u>How to Join</u>	8
<u>Summary of Participation Fees</u>	10
<u>Dividend Reinvestment</u>	10
<u>Optional Monthly Cash Investments from \$100 to \$25,000</u>	12
<u>Optional Investments Over Maximum Monthly Amount</u>	14
<u>Purchase of Shares</u>	17
<u>Sale of Shares</u>	18
<u>Gifts or Transfers of Shares</u>	19
<u>Safekeeping of Shares in Book-Entry Form</u>	20
<u>Withdrawal of Shares from Your Plan Account</u>	20
<u>Pledging of Shares</u>	21
<u>Statements of Account</u>	21
<u>Termination of Participation</u>	22
<u>Other Information About the Plan</u>	22
<u>Summary of Important Deadlines</u>	25
<u>Use of Proceeds</u>	27
<u>Dividend Policy</u>	27
<u>U.S. Federal Income Tax Information</u>	28
<u>Plan of Distribution</u>	31
<u>Experts</u>	32
<u>Legal Matters</u>	32

You should rely only on the information incorporated by reference or provided in this prospectus or any supplement to this prospectus. FPL Group has not authorized anyone else to provide you with additional or different information. FPL Group is not making an offer of these securities in any jurisdiction where the offer is not permitted. You should not assume that the information in this prospectus or any supplement to this prospectus is accurate as of any date other than the dates on the front of those documents or that the information incorporated by reference is accurate as of any date other than the date of the document incorporated by reference.

Unless the context indicates otherwise, references in this prospectus to **FPL Group** are to **FPL Group, Inc.**

**Table of Contents**

**RISK FACTORS**

*An investment in FPL Group's common stock involves risks. You should carefully consider the risks described below and the risks described under Risk Factors in FPL Group's most recent Annual Report on Form 10-K, as well as the other information included or incorporated by reference in this prospectus, before making an investment decision. The business, financial condition or results of operations of FPL Group and its subsidiaries, and the market price of FPL Group's common stock, could be materially adversely affected by these risks.*

**FPL Group's stock price has fluctuated over a wide range, and could fluctuate significantly in the future, as a result of the operating performance of FPL Group and its subsidiaries, conditions in the electric utility industry and economic conditions generally.**

The market price of the FPL Group common stock has been, and may continue to be, subject to significant fluctuations due to factors relating to the operating performance of FPL Group and its subsidiaries and conditions in the electric utility industry, including the factors discussed in the documents incorporated by reference in this prospectus. In addition, the stock market in recent years has experienced extreme price and volume fluctuations, which have become more pronounced as a result of the recent global financial crisis. This volatility has had a significant impact on the market price of securities frequently issued by many companies, including FPL Group and other energy services companies. The changes in the market prices of securities frequently appear to occur without regard to the financial results of these companies. Accordingly, the market price of the common stock could fluctuate based upon factors that are not directly related to the operating performance of FPL Group and its subsidiaries, and these fluctuations could materially reduce FPL Group's stock price.

**FPL Group's ability to continue to pay dividends on the common stock is subject to the risks affecting the businesses of its subsidiaries and to contractual restrictions that may limit FPL Group's dividend-paying ability in specified circumstances.**

FPL Group is a holding company that conducts substantially all of its operations through its subsidiaries. The ability of FPL Group to pay dividends on the common stock is currently subject to, and in the future may be limited by:

the ability of Florida Power & Light Company, a subsidiary of FPL Group, and FPL Group's other subsidiaries to pay dividends to FPL Group, which is subject to the risks affecting the businesses of such subsidiaries; and

contractual restrictions applicable to FPL Group and some of its subsidiaries.

Florida Power & Light Company is subject to a mortgage that secures its obligations under mortgage bonds issued by it and outstanding from time to time. In specified circumstances, the terms of the mortgage could restrict the ability of Florida Power & Light Company to pay dividends and make other distributions to FPL Group.

Other restrictions on the dividend-paying ability of FPL Group or its subsidiaries are contained in outstanding financing arrangements. FPL Group Capital Inc, or FPL Group Capital, a subsidiary of FPL Group,

## Table of Contents

has issued junior subordinated debentures that are guaranteed by FPL Group. FPL Group Capital has the right, from time to time, to defer the payment of interest on its outstanding junior subordinated debentures for a deferral period of up to 20 consecutive quarters, in the case of one such issue, and on one or more occasions for up to ten consecutive years, in the case of other issues of such securities. FPL Group, Florida Power & Light Company or FPL Group Capital may issue, from time to time, additional junior subordinated debentures providing them with similar rights to defer the payment of interest. If FPL Group Capital or FPL Group were to exercise any right to defer interest payments on currently outstanding or future issues of junior subordinated debentures, or if there were to occur certain payment defaults on those securities, FPL Group would not be able, with limited exceptions, to pay dividends on the common stock during the periods in which such payments were deferred. If Florida Power & Light Company were to exercise any such right to defer the payment of interest, it would not be able, with limited exceptions, to pay dividends to any holder of its common stock or preferred stock, including FPL Group, during the periods in which such payments were deferred. In addition, FPL Group, FPL Group Capital and Florida Power & Light Company might issue other securities in the future containing similar or other restrictions on FPL Group's ability to pay dividends on the common stock.

The right of the holders of common stock to receive dividends might become subject to the prior dividend, redemption, sinking fund or other rights of the holders of any series of preferred stock that may be issued in the future by FPL Group.

### **Provisions in FPL Group's organizational documents and the Florida Business Corporation Act could discourage takeover attempts that FPL Group's board of directors and management oppose even if holders of common stock might benefit from a change in control of FPL Group.**

Provisions in FPL Group's charter and bylaws and the Florida Business Corporation Act, or Florida Act, may make it difficult and expensive for a third party to pursue a takeover attempt that FPL Group's board of directors and management oppose even if a change in control of FPL Group might be beneficial to the interests of holders of common stock. Among charter provisions that could have an anti-takeover effect are those that:

permit the shareholders to remove a director only for cause and only by the affirmative vote of holders of at least 75% of the voting power of the outstanding shares of voting stock (which the charter defines to include the common stock and any other capital stock entitled to vote generally in the election of directors), voting together as a single class;

provide that a vacancy on the board of directors may be filled only by a majority vote of the remaining directors;

prohibit the shareholders from taking action by written consent in lieu of a meeting of shareholders;

limit the persons who may call a special meeting of shareholders to the chairman of the FPL Group board of directors, the president or secretary, a majority of the board of directors or the holders of a majority of the outstanding shares of stock entitled to vote on the matter or matters to be presented at the meeting;

**Table of Contents**

require the affirmative vote of holders of at least 75% of the voting power of the outstanding shares of voting stock, voting together as a single class, to approve certain business combinations with an interested shareholder, as those terms are defined in the charter, or the interested shareholder's affiliate, unless such transactions are approved by a majority of the continuing directors, as defined in the charter, or, in some cases, unless specified minimum price and procedural requirements are met;

require any action by shareholders to amend or repeal the FPL Group bylaws, or to adopt new bylaws, to receive the affirmative vote of holders of at least 75% of the voting power of the outstanding shares of voting stock, voting together as a single class; and

require the affirmative vote of holders of at least 75% of the voting power of the outstanding shares of voting stock, voting together as a single class, to alter, amend or repeal specified provisions of the charter, including the foregoing provisions.

The FPL Group bylaws contain some of the foregoing provisions contained in the charter. In addition, the bylaws contain provisions that limit to 16 directors the maximum number of authorized directors of FPL Group and that establish advance notice requirements for shareholders to nominate candidates for election as directors at any annual or special meeting of shareholders or to present any other business for consideration at an annual meeting.

As a Florida corporation, FPL Group is subject to the Florida Act, which provides that an affiliated transaction with an interested shareholder generally must be approved by the affirmative vote of the holders of two-thirds of FPL Group's voting shares, other than the shares beneficially owned by the interested shareholder. The Florida Act also contains a control-share acquisition statute which provides that a person who acquires shares in an issuing public corporation, as defined in the statute, in excess of certain specified thresholds generally will not have any voting rights with respect to such shares unless such voting rights are approved by the holders of a majority of the votes of each class of securities entitled to vote separately, excluding shares held or controlled by the acquiring person.

The charter authorizes FPL Group's board of directors from time to time and without shareholder action to provide for the issuance of up to 100,000,000 shares of serial preferred stock in one or more series, and to fix the powers, preferences and rights of each such series. The rights and privileges of holders of common stock may be adversely affected by the powers, preferences and rights of holders of any series of preferred stock which the FPL Group board of directors may authorize for issuance from time to time. By authorizing the issuance of shares of preferred stock with particular voting, conversion or other rights and preferences, the board of directors could adversely affect the voting power of the holders of the common stock and could discourage unsolicited acquisition proposals or make it more difficult for a third party to gain control of FPL Group or otherwise could adversely affect the market price of the common stock.

**Table of Contents**

**FPL GROUP AND SUBSIDIARIES**

FPL Group, Inc., a holding company incorporated under the laws of Florida, is one of the nation's largest providers of electricity-related services. It has two principal operating subsidiaries, Florida Power & Light Company and NextEra Energy Resources, LLC, or NextEra Energy Resources. Florida Power & Light Company is a rate-regulated utility that is engaged primarily in the generation, transmission, distribution and sale of electric energy and that serves customers throughout most of the east and lower west coasts of Florida. NextEra Energy Resources, which was formerly known as FPL Energy, LLC, is FPL Group's competitive energy subsidiary. NextEra Energy Resources produces the majority of its electricity from clean and renewable fuels.

**Table of Contents**

**WHERE YOU CAN FIND MORE INFORMATION**

FPL Group files annual, quarterly and current reports, proxy statements and other information with the Securities and Exchange Commission, or SEC. You may read and copy any information filed by FPL Group at the SEC's Public Reference Room located at 100 F Street, N.E., Washington, D.C. 20549. You can obtain additional information about the Public Reference Room by calling the SEC at 1-800-SEC-0330.

In addition, the SEC maintains an Internet site at [www.sec.gov](http://www.sec.gov) that contains reports, proxy and information statements, and other information regarding issuers, including FPL Group, that file information electronically with the SEC. FPL Group's SEC filings are also available to the public at its Internet site at [www.fplgroup.com](http://www.fplgroup.com). The contents of FPL Group's website are not a part of this prospectus.

**INCORPORATION BY REFERENCE**

The SEC allows FPL Group to incorporate by reference in this prospectus certain information it files with the SEC, which means that FPL Group may disclose important information in this prospectus by referring you to the document that contains the information. The information incorporated by reference is considered to be a part of this prospectus, and the information FPL Group files later with the SEC will automatically update and supersede the information filed earlier. FPL Group incorporates by reference the documents listed below and any document it subsequently files with the SEC under Section 13(a), 13(c), 14 or 15(d) of the Securities Exchange Act of 1934 before the termination of the offering of the securities covered by this prospectus, except that FPL Group does not incorporate by reference any additional documents or information furnished and not filed with the SEC in accordance with the SEC's rules:

FPL Group's Annual Report on Form 10-K for the fiscal year ended December 31, 2008;

FPL Group's Quarterly Report on Form 10-Q for the quarterly period ended March 31, 2009;

FPL Group's Current Reports on Form 8-K filed with the SEC on January 5, 2009, January 7, 2009, January 23, 2009, January 26, 2009, January 27, 2009, February 13, 2009, March 9, 2009, March 18, 2009 and March 19, 2009; and

the description of the common stock contained in FPL Group's Current Report on Form 8-K filed with the SEC on January 26, 2009, and any amendments or reports filed for the purpose of updating such description.

FPL Group will, upon request, provide a copy of any or all of the information it incorporates by reference (including any exhibits specifically incorporated by reference in that information), at no cost, to each person, including any beneficial owner, to whom this prospectus is delivered. To request a copy of any or all of this information, you should write or telephone FPL Group at the following address and telephone number:

FPL Group, Inc.

P.O. Box 14000

Juno Beach, Florida 33408-0420

(561) 694-4000

Attn: Shareholder Services



**Table of Contents**

**FORWARD-LOOKING STATEMENTS**

In connection with the safe harbor provisions of the Private Securities Litigation Reform Act of 1995, FPL Group includes or incorporates by reference in this prospectus cautionary statements identifying important factors that could cause FPL Group's actual results to differ materially from those contained or implied in forward-looking statements (as such term is defined in the Private Securities Litigation Reform Act of 1995) made by or on behalf of FPL Group in this prospectus or any supplement to this prospectus. Any statements that express, or involve discussions as to, expectations, beliefs, plans, objectives, assumptions, future events or performance, climate change strategies or growth strategies (often, but not always, through the use of words or phrases such as will, will likely result, are expected to, will continue, is anticipated, aim, believe, could, estimated, may, plan, potential, projection, target, outlook, predict and intend or words of similar meaning) are not statements of fact and may be forward-looking. Forward-looking statements involve estimates, assumptions and uncertainties. Accordingly, any such statements are qualified in their entirety by reference to, and are accompanied by, the specific factors discussed in the Risk Factors sections of this prospectus and FPL Group's reports and in other information contained or incorporated by reference in this prospectus (in addition to any assumptions and other factors referred to specifically in connection with such forward-looking statements) that could have a significant impact on the operations and financial results of FPL Group and its subsidiaries and could cause the actual results of FPL Group and its subsidiaries to differ materially from those contained or implied in forward-looking statements made by or on behalf of FPL Group.

Any forward-looking statement speaks only as of the date on which that statement is made. FPL Group undertakes no obligation to update any forward-looking statement to reflect events or circumstances, including unanticipated events, that occur after the date on which such statement is made. New factors may emerge from time to time. It is not possible for management to predict all of those factors or to assess the impact of each of those factors on the business, financial condition or future operating results of FPL Group and its subsidiaries or the extent to which any factor, or combination of factors, may cause the actual results of FPL Group and its subsidiaries to differ materially from those contained or implied in any forward-looking statement.

The risks described in this prospectus and in FPL Group's reports and other information incorporated by reference in this prospectus are not the only risks facing FPL Group. Additional risks and uncertainties also may materially adversely affect the business, financial condition or future operating results of FPL Group and its subsidiaries.

**Table of Contents**

**DESCRIPTION OF THE PLAN**

The following is a description of the material terms of the FPL Group, Inc. Dividend Reinvestment and Direct Stock Purchase Plan, which we refer to as the Plan.

**Purpose**

The Plan provides existing shareholders and new investors with a convenient way to acquire FPL Group common stock by:

investing cash dividends paid on FPL Group common stock; and

making optional cash payments to purchase FPL Group common stock.

You may participate in the Plan even if you wish only to make optional cash investments without reinvesting cash dividends on your shares of common stock.

**Amendment of Prior DRIP**

The Plan amends and restates the FPL Group, Inc. Dividend Reinvestment and Common Share Purchase Plan, which is referred to in this prospectus as the Prior DRIP. The amendment and restatement of the Prior DRIP will be effective on June 16, 2009. If you are a participant in the Prior DRIP, you should read this prospectus carefully to understand the important differences between the Plan and the Prior DRIP.

**Plan Administrator**

Computershare Trust Company, N.A., or Computershare, serves as Plan Administrator. The Plan Administrator, either directly or through affiliates, receives optional cash investments, directs the purchase and sale of shares of common stock for Plan participants, keeps records, sends statements and performs other duties required by the Plan. An affiliate of Computershare serves as transfer agent, registrar and dividend paying agent for FPL Group common stock.

The Plan Administrator will appoint an independent agent to act on behalf of Plan participants in buying common stock in the open market and in selling shares of common stock held in the Plan for participants.

## **Table of Contents**

### **Contact Information for Plan Administrator**

You may contact the Plan Administrator as follows:

***By telephone:*** 1-888-218-4392 toll-free from the United States and Canada

1-312-360-5115 from outside the United States and Canada

Customer service representatives are available Monday through Friday from 9:00 a.m. to 5:00 p.m. Eastern Time, except on New York Stock Exchange, or NYSE, holidays.

***In writing:*** FPL Group Dividend Reinvestment and Direct Stock Purchase Plan

c/o Computershare Trust Company, N.A.

P.O. Box 43078

Providence, RI 02940-3078

***On the Internet:*** [www.computershare.com/investor](http://www.computershare.com/investor)

Please include your name, address, daytime telephone number and account number and refer to FPL Group on all correspondence.

### **Who Can Join**

You may participate in the Plan if you are:

a current holder of FPL Group common stock;

a new investor that is a U.S. citizen or a corporation or other entity organized or domiciled in the United States; or

a new investor that is a foreign citizen or a corporation or other entity organized or domiciled outside the United States, if there are no laws or governmental regulations that would prohibit you from participating, or that would affect the terms of the Plan.

### **How to Join**

***Participants in the Prior DRIP.*** If you are a participant in the Prior DRIP, you will be automatically enrolled in the Plan. Please review the following to determine whether you need to take any action.

*If you participate solely in the dividend reinvestment feature of the Prior DRIP, you will not be required to take any action to continue to have your dividends reinvested under the Plan in accordance with the same instructions that apply to your dividend reinvestments under the Prior DRIP.*

**Table of Contents**

*If you make optional cash investments under the Prior DRIP by automatic withdrawal from your bank account, you will need to complete a new direct debit authorization form if you wish to continue to have funds automatically withdrawn each month under the Plan. If you do not submit a new automatic withdrawal form, your automatic withdrawals will cease.*

*If you no longer wish to participate in the Plan, you should refer to Termination of Participation for information on how you can terminate your participation in the Plan.*

**New Plan Participants.** There is no fee for enrolling in the Plan. You can obtain an enrollment form and a pre-addressed envelope by telephoning the Plan Administrator or by writing the Plan Administrator at its address.

*If you already own FPL Group common stock and the shares are registered in your name, you can join the Plan by:*

completing an enrollment form and returning it to the Plan Administrator;

telephoning the Plan Administrator; or

enrolling online through the Plan Administrator's Internet site at [www.computershare.com/investor](http://www.computershare.com/investor). You also can access this site by going to the Investors section of FPL Group's website at [www.fplgroup.com](http://www.fplgroup.com) and clicking on the link you will find there.

*If your shares of FPL Group common stock are held in street name in a brokerage, bank or other intermediary account, you can participate in the Plan either by instructing your broker, bank or other intermediary to have your shares transferred into your name and then enrolling in the Plan, or by requesting your broker, bank or other intermediary to participate in the Plan on your behalf. Please contact your broker, bank or other intermediary if you wish to participate in the Plan.*

*If you do not currently own any FPL Group common stock, you can join the Plan by:*

completing and returning an enrollment form, along with an initial investment of at least \$100 or a completed direct debit authorization for future automatic monthly deductions; or

enrolling online at [www.computershare.com/investor](http://www.computershare.com/investor) and agreeing to make a one-time deduction from your bank account.

If you wish to make an initial investment in an amount greater than \$25,000, you must follow the procedures specified below under Optional Investments Over Maximum Monthly Amount. FPL Group may permit these optional cash investments of over \$25,000 in some months, and may offer discounts of up to 5% on these investments.

The Plan Administrator will arrange for the purchase of shares for your account, but will not pay interest on amounts held pending investment. After you purchase the initial shares, the Plan Administrator will mail a statement to you.

**Table of Contents****Summary of Participation Fees**

The following fees apply to your participation in the Plan:

Enrollment fee	None
Service fee for dividend reinvestment	None
Service fee for optional cash investment	None
Processing fee for purchase of shares	None (purchased from FPL Group)
(including any brokerage commissions the Plan Administrator is required to pay)	\$0.03 per share purchased (open market)
Fee for safekeeping	None
Service fee for a batch order sale of shares (partial or full)	\$15
Service fee for a market order sale of shares (partial or full)	\$25
Service fee for sale of a fractional share at termination or withdrawal	\$15
Processing fee for sale of shares	\$0.12 per share sold
(including any brokerage commissions the Plan Administrator is required to pay)	
Returned check or failed electronic payment fee	\$25
Fee for duplicate statements of account	\$10 per statement, for statements for any year before the current year

FPL Group may change these participation fees at any time. FPL Group will give you notice of any fee increase before the increase becomes effective with respect to you.

**Dividend Reinvestment**

**Investment Options.** When you enroll, you may choose one of the following three investment options regarding cash dividends on your FPL Group common stock:

*Full Dividend Reinvestment:* The cash dividends, minus any withholding tax, on all shares registered in your name or credited to your account will automatically be fully reinvested in shares of FPL Group common stock.

**Table of Contents**

*or*

*Partial Dividend Reinvestment:* You will receive a check or electronic deposit for cash dividends, minus any withholding tax, based on the number of full shares of common stock in your name or credited to your account which you specify in your enrollment form. The cash dividends on the remaining shares will automatically be reinvested in shares of FPL Group common stock. This option allows you to receive a fixed amount of cash each quarter (assuming the dividend stays the same).

*or*

*Full Payment of Cash Dividends:* None of your cash dividends will be reinvested in shares of FPL Group common stock. You will receive a check or electronic deposit for the full amount of cash dividends, minus any withholding tax, paid on the shares registered in your name or credited to your account.

*If you do not specify any option when you enroll, your account automatically will be set up for full dividend reinvestment.*

You must instruct any broker, bank or other intermediary holding shares on your behalf as to your preferred option regarding reinvestment of dividends on those shares through the Plan.

***Initial Option Selection.*** Your reinvestment option will not apply to a particular cash dividend if you do not enroll in the Plan at least one business day before the record date for that dividend, which is the date on which a person must be a registered holder of FPL Group common stock in order to receive dividends. If you enroll after the business day preceding the record date for a dividend payment, reinvestment of dividends will be delayed until payment of the dividend for the next dividend period. No interest will be paid on funds held by the Plan Administrator pending investment.

***Change of Option.*** You may change your investment option at any time by completing a new enrollment form and returning it to the Plan Administrator, by telephoning the Plan Administrator or by contacting the Plan Administrator online at [www.computershare.com/investor](http://www.computershare.com/investor). The Plan Administrator must receive notice of a change of your investment option at least one business day before the record date for a dividend payment for the change to be effective for the related dividend payment.

***Dividend Payment Dates.*** Cash dividends on shares of FPL Group common stock are subject to the discretion of the FPL Group board of directors and are normally payable on the 15<sup>th</sup> day of March, June, September and December (or, if such 15<sup>th</sup> day is a weekend or federal holiday, on the next business day).

***Credit of Reinvested Dividends.*** If the Plan Administrator acquires the shares for a particular dividend reinvestment from FPL Group, your account will be credited with the shares on the dividend payment date. If the Plan Administrator's independent agent acquires the shares through open market transactions, purchases of shares of common stock made with reinvested dividends for any dividend period will begin on the related dividend payment date and will continue until all purchases for that dividend payment date are completed. In this case, your account will be credited with the shares following the last day on which all such purchases are completed.

## **Table of Contents**

***Electronic Deposit of Cash Dividends.*** If you choose partial dividend reinvestment or full payment of cash dividends, you can have your cash dividends deposited directly into your bank account, instead of receiving a check by mail. To have your cash dividends deposited electronically, you must request an authorization for electronic direct deposit form or enroll online at [www.computershare.com/investor](http://www.computershare.com/investor). You should allow 30 days from the date of the Plan Administrator's receipt of the completed form or online request for the direct deposit to be established. You also may change your designated bank account for direct deposit or discontinue this feature by notifying the Plan Administrator in writing or online at [www.computershare.com/investor](http://www.computershare.com/investor).

### **Optional Monthly Cash Investments from \$100 to \$25,000**

You may purchase shares of FPL Group common stock by using the Plan's optional cash investment feature, but you have no obligation to make such an investment. Optional investments will be available on a monthly basis. You may elect to purchase shares in some months but not others. If you are not a Plan participant at the time you wish to make your first optional investment, you must enroll in the Plan in connection with that investment.

***Minimum and Maximum Investments.*** To purchase shares using the optional cash investment feature:

you must invest at least \$100 for any monthly investment; and

unless FPL Group approves your request for waiver to invest more than \$25,000 monthly, you may not invest more than \$25,000 in any month. See **Optional Cash Investments Over Monthly Maximum Amount** below for more information on how to make a request for waiver for a particular month.

Any optional cash investment that is less or more than the permitted monthly investment amounts will be returned to you without interest.

***Monthly Investment Date.*** The investment date for each month will be the 15<sup>th</sup> day of that month (unless that day is not a trading day on the NYSE, in which case the investment date will be the next trading day).

***Payment of Funds for Investment.*** If you wish to purchase from \$100 to \$25,000 of shares of FPL Group common stock in any month, the Plan Administrator must receive your funds for the investment no later than the second business day before the investment date for such month. If the Plan Administrator does not receive your funds by this deadline, it may hold those funds and invest them the next month. No interest will be paid on funds held by the Plan Administrator pending investment. Accordingly, you may wish to transmit funds for any optional cash investments so that they reach the Plan Administrator shortly before the deadline. This will minimize the period during which your funds are not invested.

To obtain the return of funds transmitted for investment before any investment date, the Plan Administrator must receive a written request from you no later than the second business day before the investment date.

## **Table of Contents**

**Payment Options.** You have three payment options:

*By Check:* You may send the Plan Administrator a check in U.S. dollars drawn on a U.S. bank and made payable to Computershare FPL Group. If you are not in the United States, please contact your bank to verify that it can provide you with a check that clears through a U.S. bank and that the dollar amount printed is in U.S. funds. Because of the longer clearance period, the Plan Administrator is unable to accept payment in the form of checks that clear through non-U.S. banks. The Plan Administrator will not accept payment in the form of cash, money orders, traveler's checks or third-party checks. To facilitate the processing of your investment, please use the payment form attached to your account statement and mail your investment form in the envelope provided.

*By Online Investment:* You may make optional cash investments online through the Plan Administrator's website at [www.computershare.com/investor](http://www.computershare.com/investor). To purchase shares online, you must authorize the withdrawal of funds from your bank account by electronic funds transfer.

*By Automatic Withdrawal from Your Bank Account:* If you wish to make regular monthly purchases without writing checks, you can authorize an automatic monthly withdrawal from your bank account by completing and submitting to the Plan Administrator a direct debit authorization form or by providing the authorization online at [www.computershare.com/investor](http://www.computershare.com/investor). Funds will be deducted from your account on the 10<sup>th</sup> day of each month (or, if that day is not a business day, on the next business day) and will be invested beginning on the next investment date. You should allow three to four weeks for your first automatic withdrawal to be initiated. You may change or terminate your automatic withdrawal authorization online or by written notice to the Plan Administrator at least seven business days before the next scheduled cash withdrawal.

**Insufficient Funds.** A \$25 fee will be assessed if any check or deposit is returned unpaid, or if an automatic withdrawal from your bank account fails due to insufficient funds. In addition, the Plan Administrator will consider null and void the request for any optional cash investment associated with insufficient funds and will immediately remove any shares already credited to your account in anticipation of receiving those funds. The foregoing fee and any other incidental costs associated with the insufficient funds will be collected by the Plan Administrator through the sale of an appropriate number of shares from your Plan account. If the net proceeds from the sale of those shares are insufficient to satisfy the balance of the uncollected amounts, the Plan Administrator may sell additional shares from your account as necessary to satisfy the uncollected balance.

**Credit of Shares in Plan Accounts.** If the Plan Administrator acquires the shares for a particular optional cash investment from \$100 to \$25,000 from FPL Group, your account will be credited with the shares purchased on the monthly investment date. If the Plan Administrator's independent agent acquires the shares through open market transactions, purchases of shares of common stock will begin on the investment date and will continue until all purchases for that cash investment are completed. In this case, your account will be credited with the shares following the last day on which all such purchases are completed.



**Table of Contents**

**Optional Investments Over Maximum Monthly Amount**

Optional cash investments in excess of \$25,000 per month (including any initial investments in excess of \$25,000) may be made only by investors that submit requests for waiver that are approved by FPL Group.

**Submission of Requests for Waiver.** FPL Group, in its sole discretion, may determine not to accept requests for waiver for any month. Investors who wish to make optional investments in excess of \$25,000 for any month should telephone FPL Group at 1-888-556-2399 on the fifth business day before the first calendar day of that month to determine (by a pre-recorded message) if FPL Group will be considering requests for waivers for such month. When you call, you will be informed of one of the following:

that FPL Group will not be considering requests for waiver;

that FPL Group will be considering requests for waiver, in which case FPL Group will provide information about the pricing of the shares to be sold, including the length of the applicable pricing period and the amount of the waiver discount, if any; or

that FPL Group has not yet determined whether it will be considering requests for waiver, in which case FPL Group will inform you of a later date when you can call to find out whether FPL Group will be considering requests for waiver.

Request for waiver forms may be obtained online through FPL Group's website at [www.fplgroup.com/investors](http://www.fplgroup.com/investors). FPL Group must receive completed requests for waiver by facsimile at fax no. 1-561-694-3707 no later than 3:00 p.m. Eastern Time on the third business day before the first day of the pricing period for the applicable monthly investment, as described below under Determination of Purchase Price. FPL Group will notify by telephone any investor whose request for waiver has been approved of such approval (including the amount of the investment approved) by 5:00 p.m. Eastern Time on the second business day before the first day of the applicable pricing period. If you do not receive a response from FPL Group, you should assume that FPL Group has denied your request.

The Plan Administrator must receive good funds relating to any approved request for waiver by wire transfer to the account designated by FPL Group no later than 2:00 p.m. Eastern Time on the business day before the first day of the applicable pricing period. All such funds received after 2:00 p.m. Eastern Time on such business day will be returned without interest.

**Action on Requests for Waiver.** FPL Group has the sole discretion to grant or to refuse to grant, in whole or in part, a request for waiver. In acting on a request for waiver, FPL Group will consider relevant factors, including without limitation:

whether the Plan is then purchasing shares of FPL Group common stock from FPL Group or from third parties in the open market;

FPL Group's need for additional funds;

**Table of Contents**

the attractiveness of obtaining those funds through the sale of FPL Group common stock under the Plan in comparison to other available sources of funds;

the purchase price likely to apply to any sale of FPL Group common stock under the Plan;

the party submitting the request, including the extent and nature of that party's prior participation in the Plan and the number of shares of common stock held by that party; and

the aggregate amount of optional investments in excess of \$25,000 for the month for which Plan participants have submitted requests for waiver.

If requests for waiver are submitted for any investment date for a total amount greater than the amount FPL Group is then willing to accept, FPL Group may honor those requests on any basis that it, in its sole discretion, considers appropriate, which may include reducing on a pro rata basis the amount that requesting participants may invest.

***Determination of Purchase Price.*** To determine the purchase price of shares of common stock purchased from FPL Group pursuant to a request for waiver, FPL Group will fix the number of trading days in the pricing period for the applicable investment. The pricing period will consist of one to ten consecutive trading days unless the pricing period is extended, as described below under Pricing Period Extension Feature. On each of these trading days, FPL Group will apply an equal proportion of the amount approved for investment pursuant to a request for waiver to purchase shares of FPL Group common stock, subject to the qualifications described below. Each day in the pricing period on which shares are purchased is referred to as a purchase date.

The price for shares purchased on each purchase date in a pricing period will be equal to 100% (less any applicable waiver discount, as described below) of the volume weighted average price, rounded to four decimal places, of FPL Group common stock, as traded on the NYSE only during regular NYSE hours on that date. FPL Group will obtain this pricing information from Bloomberg, LP or, if Bloomberg, LP is no longer providing this information, another authoritative source.

***Threshold Price.*** FPL Group may establish for a pricing period a minimum, or threshold, price applicable to optional cash purchases made pursuant to a request for waiver. FPL Group will make this determination in its discretion after a review of, among other factors, current market conditions, the level of participation in the Plan and FPL Group's current and projected capital needs.

If established for any pricing period, the threshold price will be stated as a dollar amount which the volume weighted average price, rounded to four decimal places, of FPL Group common stock, as traded on the NYSE only during regular NYSE hours, must equal or exceed for each trading day of such pricing period (not adjusted for discounts, if any) in order for such trading day to be considered a purchase date. Except as provided below, any trading day for which such volume weighted average price is less than the applicable threshold price will not be considered a purchase date and no funds will be invested in shares of FPL Group common stock on that date. Funds that are not invested will be returned to you without interest, as described below under Return of Uninvested Funds below.

## **Table of Contents**

The establishment of the threshold price and the possible return of a portion of your investment apply only to optional cash investments made pursuant to requests for waiver. Establishing a threshold price for a particular pricing period will not affect the establishment of a threshold price for any subsequent pricing period. FPL Group may waive its right to set a threshold price for any particular pricing period. Neither FPL Group nor the Plan Administrator is required to give you notice of the threshold price established for any pricing period.

*Pricing Period Extension Feature.* If FPL Group establishes a threshold price for any pricing period, it may elect to use a pricing period extension feature for that pricing period. If FPL Group does so, the initial pricing period may be extended by the number of trading days, up to five trading days, during the initial pricing period on which the threshold price is not satisfied or on which there are no trades of FPL Group common stock on the NYSE.

If FPL Group elects to use the pricing period extension feature and the threshold price is satisfied for any additional trading day that has been added to the initial pricing period, that trading day will be included as a purchase date for the pricing period. For example, if the extension feature is in use and the initial pricing period is ten trading days, but the threshold price is not satisfied on three out of those ten days, the pricing period automatically will be extended by up to five trading days, if necessary. If the threshold price is satisfied on any of the three trading days during the extended pricing period, each of those three trading days will become a purchase date for that pricing period.

*Waiver Discount.* FPL Group may establish a discount from the price otherwise applicable to optional cash purchases (including initial investments) made pursuant to a request for waiver, but is not obligated to establish any such discount. Any discount may be up to a maximum of 5% of the purchase price otherwise applicable and may vary from month to month, but will apply uniformly to all optional cash investments made pursuant to requests for waiver on each purchase date in a particular pricing period.

FPL Group may establish any discount in its sole discretion after a review of, among other factors, current market conditions, the level of participation in the Plan, the attractiveness of obtaining financing through the sale of common stock as compared to other sources of funds, and its current and projected capital needs. Establishing a discount for a particular pricing period will not affect the establishment of a discount for any subsequent pricing period.

*Settlement.* Any investor purchasing shares of FPL Group common stock pursuant to a request for waiver will be treated as the beneficial owner of all shares purchased on each purchase date in the applicable pricing period as of the close of business on such purchase date, although Plan shares will not be credited to such investor's account until the conclusion of the pricing period unless FPL Group uses the continuous settlement feature described below for that pricing period.

If FPL Group elects to use the continuous settlement feature, shares will be credited to the Plan accounts of investors purchasing shares pursuant to requests for waiver within three business days after each purchase date. FPL Group may activate the continuous settlement feature for a particular monthly investment at the time FPL Group determines other pricing information in respect of shares to be sold pursuant to requests for waiver.

*Return of Uninvested Funds.* The uninvested amount of your proposed investment pursuant to a request for waiver will be returned to you without interest if the threshold price is not met or FPL Group common stock is

## **Table of Contents**

not traded on the NYSE on any trading day during a pricing period or extended pricing period, if applicable. FPL Group will return any uninvested funds to you within five business days after the last day of the pricing period, as it may be extended. The amount returned will be based on the number of days on which the threshold price was not satisfied or no trades were reported on the NYSE compared to the total number of days in the pricing period or extended pricing period, as applicable. For example, the amount returned for a ten-day pricing period will equal one-tenth of the total amount of your proposed waiver investment for each trading day on which the threshold price is not satisfied or FPL Group common stock is not traded on the NYSE.

### **Purchase of Shares**

**Sources of Shares.** The Plan Administrator will purchase shares of common stock needed to meet the requirements of Plan participants for dividend reinvestments and optional cash investments:

directly from FPL Group in the form of authorized but unissued shares or treasury shares;

from third parties, through open market purchases; or

using a combination of direct purchases from FPL Group and purchases from third parties.

FPL Group will have the sole discretion to determine which of these sources of shares will be used to meet Plan requirements from time to time. If the Plan Administrator purchases shares of FPL Group common stock from third parties, you will be required to pay a processing fee, as described above under Summary of Participation Fees.

**Pricing of Shares Purchased from FPL Group.** FPL Group may elect to satisfy the requirements of Plan participants for dividend reinvestments or optional cash investments not exceeding \$25,000 per month with shares purchased directly from FPL Group. If it does so, the purchase price of the shares will be the average of the daily high and low sale prices of the FPL Group common stock as reported on the consolidated tape for NYSE-listed companies administered by the Consolidated Tape Association for the period of the last three days on which the common stock was traded on the NYSE immediately preceding the investment date. No processing fee will be charged.

The pricing of shares of common stock purchased from FPL Group pursuant to requests for waiver is described above under Optional Investments Over Maximum Monthly Amount.

**Pricing of Shares Purchased from Third Parties.** If FPL Group elects to satisfy the requirements of Plan participants through shares purchased in the open market, the price per share will be the weighted average price of all shares purchased by the Plan Administrator's independent agent for the applicable investment period. Participants will pay a processing fee of \$0.03 per share purchased.

**Timing and Control When Shares are Purchased from Third Parties.** The Plan Administrator will make arrangements with an independent agent to use reinvested cash dividends and optional cash investments to purchase shares of common stock in the open market on such terms as the Plan Administrator may reasonably determine.

## **Table of Contents**

Purchases will begin on the applicable investment date and may be made over a number of days to meet the requirements of the Plan. No interest will be paid on funds held by the Plan Administrator pending investment. The independent agent may commingle your funds with those of other participants in the Plan for purposes of executing purchase transactions.

Because the Plan Administrator will arrange for the purchase of shares on behalf of the Plan through an independent agent, neither FPL Group nor any participant in the Plan has the authority or power to control either the timing or pricing of the shares purchased. Therefore, you will not be able to time precisely your purchases through the Plan, and you will bear the market risk associated with fluctuations in the price of FPL Group common stock. As a result, if you transmit funds for an optional cash investment, it is possible that the market price of FPL Group common stock could rise or fall before the Plan Administrator arranges to purchase common stock with your funds. The independent agent will use its best efforts to apply all funds to the purchase of shares before the next investment date, subject to any applicable requirements of federal or state securities laws or regulations.

## **Sale of Shares**

You can sell any number of shares held in your Plan account by notifying the Plan Administrator. You have the following two choices when making a sale, depending on how you submit your sale request:

***Market Order:*** A market order is a request to sell shares promptly at the current market price. You should make a market order to sell shares you hold through the Plan if you desire immediate execution of your proposed sale transaction. Market order sales are available only if you submit your sale request online at [www.computershare.com/investor](http://www.computershare.com/investor) or by telephoning the Plan Administrator. Market order sale requests received online or by telephone will be placed promptly upon receipt during NYSE trading hours (normally 9:30 a.m. to 4:00 p.m. Eastern Time). Any orders received after 4:00 p.m. Eastern Time will be placed promptly on the next day on which the NYSE is open. The price will be the market price of the sale obtained by the Plan Administrator's independent agent, less a service fee of \$25 and a processing fee of \$0.12 per share sold.

***Batch Order:*** A batch order is an accumulation of sales requests made by Plan participants that are submitted together by the Plan Administrator for execution as a collective request. You should consider making a batch order if you do not need your sale transaction processed immediately, or if you are interested in effecting your sale at the lowest cost offered by the Plan Administrator. Unless you specify a market order when providing your sale instructions to the Plan Administrator, your request will be processed as a batch order. All sale requests received in writing will be processed as batch order sales. In addition, specific requests for batch order sales may be submitted to the Plan Administrator in writing, online at [www.computershare.com/investor](http://www.computershare.com/investor) or by telephoning the Plan Administrator. Sale instructions for batch orders received by the Plan Administrator will be processed no later than five business days after the date on which the order is received (except where deferral is required under applicable federal or state laws or regulations), assuming sufficient market liquidity exists in the judgment of the Plan Administrator's independent agent. To maximize cost savings for batch order sale requests, the Plan Administrator will seek to sell shares in round lot transactions. For this purpose, the Plan Administrator may combine each selling Plan participant's shares with those of other selling Plan participants. In every

## **Table of Contents**

case of a batch order sale, the price to each selling Plan participant will be the weighted average sale price obtained by the Plan Administrator's independent agent for each aggregate order placed by the Plan Administrator and executed by the independent agent, less a service fee of \$15 and a processing fee of \$0.12 per share sold.

Proceeds of sale are normally paid by check and normally will be distributed within one business day after your sale transaction has settled.

The Plan Administrator reserves the right to decline to process a sale of shares if it determines, in its sole discretion, that supporting legal documentation is required. In addition, no person will have any authority or power to direct the time or price at which shares for the Plan are sold, and no one other than the Plan Administrator will select the independent agent through or from which sales are to be made.

Because the Plan Administrator will arrange for the sale of shares through an independent agent, neither FPL Group nor any Plan participant has the authority or power to control either the timing or the pricing of shares sold. Therefore, you will not be able to time precisely your sales through the Plan, and you will bear the market risk associated with fluctuations in the price of FPL Group common stock. As a result, if you submit a request for a sale, it is possible that the market price of FPL Group common stock could rise or fall before the sale is completed. If you prefer to have control over the exact price and timing of your sale, you can choose to withdraw the shares you wish to sell from the Plan, have them registered in your own name through the direct registration system, or DRS, or in the name of your broker, and conduct the transaction through a broker of your choice.

If your total holdings in the Plan fall below one share, the Plan Administrator may liquidate the fractional share, remit the proceeds to you by check, and close your Plan account. The amount of the check will be based on the then-current market value of the fractional share, less a service fee of \$15 and a processing fee of \$0.12 per share sold.

## **Gifts or Transfers of Shares**

You can give or transfer shares from your Plan account to anyone you choose by:

making an initial cash investment of at least \$100 to establish an account in the recipient's name;

submitting an optional cash investment on behalf of an existing Plan participant in an amount of not less than \$100 or more than \$25,000;

transferring shares from your Plan account to the account of an existing Plan participant; or

transferring a whole number of shares from your account to a recipient outside the Plan.

You may transfer shares to the accounts of existing Plan participants or establish a new account. If your investments or transfers are made to an existing account, the dividends on the shares credited pursuant to such investments or transfers will be reinvested in accordance with the elections made on the existing account. New Plan participants may elect any of the dividend investment options by completing an enrollment form.

## **Table of Contents**

When authorizing a transfer of shares, you must send written instructions to the Plan Administrator and must have your signature on the letter of instruction medallion guaranteed by a financial institution participating in the Medallion Signature Guarantee program. A Medallion Signature Guarantee is a special guarantee for securities that may be obtained through a financial institution such as a broker, bank, savings and loan association, or credit union. The guarantee ensures that the individual requesting the transfer of securities is the owner of those securities. Most banks and brokers participate in the Medallion Signature Guarantee program.

If you need additional assistance regarding the transfer of your shares, please telephone the Plan Administrator. You also may find information and obtain forms on the Plan Administrator's website at [www.computershare.com/investor](http://www.computershare.com/investor).

### **Safekeeping of Shares in Book-Entry Form**

Shares of FPL Group common stock that you buy under the Plan will be maintained in your Plan account in book-entry, rather than certificate, form. You may deposit any other shares of FPL Group common stock that you hold in certificate form into your Plan account for safekeeping to be held in book-entry form, at no cost to you. Deposited shares will be credited to your account. You also may contribute shares you hold in book-entry form through DRS into your Plan account by writing to or telephoning the Plan Administrator. Following any deposit of stock certificates or contribution of DRS shares into your Plan account, these shares will be treated in the same manner as shares purchased through the Plan, affording you the option of reinvesting your dividends and selling these shares through the Plan.

Depositing stock certificates into your Plan account is advantageous because you no longer bear the risk and cost associated with the loss, theft or destruction of stock certificates. To deposit stock certificates for safekeeping, complete the tear-off section of your account statement or write a letter of instruction and send it, along with your stock certificates, to the Plan Administrator at:

FPL Group Dividend Reinvestment and Direct Stock Purchase Plan

c/o Computershare Trust Company, N.A.

P.O. Box 43078

Providence, RI 02940-3078

We recommend that you send your stock certificates by registered mail and insured for 3% of the value of the related shares. *Please do not endorse the certificates or complete the assignment section.*

### **Withdrawal of Shares from Your Plan Account**

At any time, you may withdraw shares from your Plan account, free of charge, and obtain the withdrawn shares in book-entry form through DRS upon written request to the Plan Administrator. You also may request the Plan Administrator to issue a physical stock certificate. Stock certificates may be requested by telephoning the Plan Administrator or by submitting a request to the Plan Administrator in writing or through the Plan Administrator's website at [www.computershare.com/investor](http://www.computershare.com/investor).

## **Table of Contents**

Only whole shares may be withdrawn from your Plan account. If your request involves a fractional share, a check for the value of the fractional share will be mailed to you. The amount of the check will be based on the then-current market value of the fractional share, less a service fee of \$15 and a processing fee of \$0.12 per share sold. The Plan Administrator will establish the book-entry position through DRS representing the withdrawn shares within five business days after receiving your request.

Book-entry positions through DRS will be established in the name or names in which your Plan account is registered, unless the Plan Administrator is otherwise instructed. If the book-entry position through DRS is to be established in a name other than the name appearing in your Plan account registration, the signature on the instructions or stock power you provide must be guaranteed by a financial institution participating in the Medallion Signature Guarantee program, as described above under Gifts or Transfers of Shares.

## **Pledging of Shares**

You may not pledge any shares of common stock held in your account as collateral for a loan or other obligation. If you wish to pledge shares held in your Plan account, you first must withdraw from your Plan account the number of shares you propose to pledge.

## **Statements of Account**

If you participate in dividend reinvestment, the Plan Administrator will mail you a statement after each reinvestment showing all of your year-to-date transactions (including shares, amounts invested or purchase prices) and other account information. Supplemental statements or notices will be sent when you make an optional cash investment or a deposit, transfer or withdrawal of shares.

You may elect to receive all statements or notices electronically when enrolling or changing your participation options on the Plan Administrator's website at [www.computershare.com/investor](http://www.computershare.com/investor).

If you do not participate in dividend reinvestment, the Plan Administrator will send you a statement or notice confirming any transactions you make under the Plan. If you continue to be enrolled in the Plan, but have no transactions in a given year, you will receive an annual statement. You may, however, request at any time a statement of your account from the Plan Administrator for the current year and for prior years. There will be a \$10 fee for obtaining any prior-year statement. You also may obtain information about your account online through the Plan Administrator's website at [www.computershare.com/investor](http://www.computershare.com/investor).

*Please retain your account statements to establish the cost basis of shares purchased under the Plan for income tax and other purposes.*

You should notify the Plan Administrator promptly of any change in your address or, if you elect to receive communications electronically, your e-mail address, to ensure that you receive all notices, statements and reports regarding your participation in the Plan.



## **Table of Contents**

### **Termination of Participation**

You may terminate your participation in the Plan at any time by either telephoning the Plan Administrator or delivering written instructions to the Plan Administrator. The termination request must be made by all registered holders listed on the account.

If a termination request is received near a record date for an account whose dividends are to be reinvested, the Plan Administrator, in its sole discretion, may either distribute such dividends in cash or reinvest them in shares on your behalf. If reinvestment is made, the Plan Administrator will process the termination request as soon as practicable, but in no event later than five business days after the investment is complete.

Upon termination of your participation in the Plan, you must choose either to receive the number of whole shares held in your account in book-entry form through DRS and a check for the value of any fractional share, or to have all of the shares in your account sold for you as described above under Sale of Shares. If you choose to receive a check for the value of the fractional share, that payment will be based on the then-current market value of the fractional share, less a service fee of \$15 and a processing fee of \$0.12 per share sold. If you choose to receive the shares, they will be credited to a book-entry account through DRS established in the same name or names under which your Plan account is registered. The Plan Administrator will send any sale proceeds to you as soon as reasonably practicable.

### **Other Information About the Plan**

**Business Day and Trading Day.** As used in the Plan, business day and trading day mean each Monday, Tuesday, Wednesday, Thursday or Friday on which trading occurs on the NYSE.

**Stock Splits, Stock Dividends and Other Distributions.** If dividends are paid in FPL Group common stock, or if FPL Group common stock is distributed in connection with any stock split or similar transaction, each account balance will be adjusted to reflect the receipt of the common stock paid or distributed. You will receive a statement indicating the number of shares or dividends paid as a result of the transaction.

**Other Capitalization Changes.** If there occurs any other transaction that results in the number of outstanding shares of FPL Group common stock being increased or decreased, such as a recapitalization, reclassification, reverse stock split or other combination of shares of common stock, or other increase or decrease in shares of common stock effectuated without receipt of consideration by FPL Group, each account balance will be adjusted to reflect the results of such transaction. You will receive a statement indicating the effects of such transaction on your account balance.

**Voting of Shares.** The FPL Group shares in your Plan account will be voted at each meeting of shareholders in accordance with your voting instructions if your proxy is timely and properly submitted. If you do not provide any voting instructions, but timely and properly submit your proxy, all of your shares will be voted in accordance with the recommendations of FPL Group's board of directors. If you do not timely and properly submit your proxy, none of your shares will be voted unless you vote in person at the meeting of shareholders.

## **Table of Contents**

**Shareholder Communications.** Plan participants will receive all communications sent to all holders of FPL Group common stock. Plan participants that elect to receive shareholder communications electronically may receive these communications by e-mail instead of in paper form. Plan participants also can obtain current financial and other information about FPL Group by telephoning Shareholder Services at 1-800-222-4511 or 1-561-694-4694, or by visiting the Investors section of the FPL Group website at [www.fplgroup.com](http://www.fplgroup.com).

**Liability of FPL Group, the Plan Administrator and the Independent Agent.** Neither FPL Group or any of its subsidiaries nor the Plan Administrator or its independent agent will be liable for any act performed in good faith or required by applicable law or for any omission to act made in good faith. This limitation of liability includes, but is not limited to, any claims of liability for:

failure to terminate an account upon the death of a participant before receiving written notice of such death and a request to terminate participation from a qualified representative of the deceased;

failure by a participant to receive communications regarding the Plan, when the participant fails to update changes to the address or e-mail address on file with the Plan Administrator;

purchase or sale prices reflected in a participant's Plan account or the dates of purchases or sales of a participant's Plan shares; or

any fluctuation in the market value of a participant's Plan shares after any purchase or sale of shares.

FPL Group, its subsidiaries, any of their respective agents and the Plan Administrator will not have any duties, responsibilities or liabilities other than those expressly set forth in the Plan or as imposed by applicable laws. Since the Plan Administrator has assumed all responsibility for administering the Plan, FPL Group and its subsidiaries specifically disclaim any responsibility for any actions or inactions of the Plan Administrator or its independent agent in connection with the administration of the Plan. None of the directors, officers, employees or shareholders of FPL Group or any of FPL Group's subsidiaries will have any personal liability under the Plan.

The foregoing limitation of liability does not represent a waiver of any rights you may have under applicable securities laws.

**Plan Suspension, Modification or Termination.** FPL Group reserves the right to suspend, modify or terminate the Plan at any time. You will receive notice of any suspension, material modification or termination. If you elect to receive your account information electronically, FPL Group may send any of these notices by e-mail. FPL Group and the Plan Administrator also reserve the right to change any administrative procedures of the Plan.

**Change of Eligibility; Termination of Participation.** The Plan is designed for long-term investors who wish to invest and build their ownership of FPL Group common stock over time. The Plan is not intended to provide holders of shares of common stock with a mechanism for generating assured short-term profits through rapid turnover of shares acquired at a discount. Further, the Plan's intended purpose precludes any individual or entity from establishing a series of related accounts for the purpose of conducting arbitrage operations or exceeding the optional monthly cash investment limit. You should not use the Plan to engage in short-term trading activities that

## **Table of Contents**

could change the normal trading volume of FPL Group common stock. If you engage in short-term trading activities, FPL Group may prevent you from participating in the Plan. FPL Group reserves the right to deny, suspend or terminate participation by a Plan participant who is using the Plan for purposes inconsistent with the intended purpose of the Plan. In such an event, the Plan Administrator will notify the participant in writing of its action and will continue to maintain the participant's shares in book-entry form through DRS, but will no longer reinvest the participant's dividends or accept optional cash investments from the participant.

**Foreign Investors.** You may not participate in the Plan if it would be unlawful for you to do so in the jurisdiction where you are a citizen or, if you are a corporation or other entity, where you are organized or domiciled. If you are a citizen of, or organized or domiciled in, a country other than the United States, you should confirm that by participating in the Plan you will not violate local laws governing, among other matters, taxes, currency and exchange controls, stock registration and foreign investments. FPL Group reserves the right to terminate the participation of any investor in the Plan if it deems termination to be advisable under any foreign laws or regulations. Foreign investors will be subject to tax withholding requirements, as discussed in this prospectus under U.S. Federal Income Tax Information.

**Multiple Accounts.** FPL Group reserves the right to aggregate all optional investments for Plan participants with more than one account using the same name, address or social security or taxpayer identification number. FPL Group also may aggregate Plan accounts that it believes to be under common control or management or to have common ultimate beneficial ownership. If FPL Group exercises its rights to aggregate investments and the resulting investment in the Plan would exceed \$25,000 per month without a request for waiver approved by FPL Group, the amount in excess of \$25,000 will be returned without interest as promptly as reasonably practicable.

**Change of Plan Administrator.** FPL Group reserves the right to terminate Computershare as Plan Administrator and appoint another institution to serve as Plan Administrator, or to administer the Plan itself. All participants will receive notice, which may be by e-mail to participants electing to receive communications electronically, of any such change.

**Transfer Agent and Registrar.** Computershare Investor Services, LLC, an affiliate of the Plan Administrator, presently acts as transfer agent, registrar and dividend paying agent for the FPL Group common stock.

**No Profit or Dividends Assured.** FPL Group cannot assure you of a profit or protect you against a loss on shares of FPL Group common stock that you purchase or sell under the Plan. The payment of dividends on FPL Group common stock is at the discretion of the FPL Group board of directors and will depend upon such factors as the board of directors deems relevant, as discussed in this prospectus under Dividend Policy. There can be no assurance as to the declaration or payment of any dividends on FPL Group common stock.

**Interpretation of the Plan.** FPL Group's officers are authorized to take any actions that are consistent with the Plan's terms and conditions. FPL Group reserves the right to interpret and regulate the Plan as it deems necessary or desirable in connection with the Plan's operations. Any such determination by FPL Group will be conclusive and binding on participants in the Plan.

**Table of Contents**

**Summary of Important Deadlines**

***Dividend Reinvestment***

<b>Action</b>	<b>Deadline</b>
Initial enrollment	Available anytime. Dividend reinvestment will begin with the dividend payable after the first record date following your initial enrollment and deposit of certificates or purchase of shares in the Plan.
To change dividend reinvestment options for a particular dividend, the Plan Administrator must receive written notice of any change:	By the business day before the record date for that dividend.
Shares will be credited to your Plan account in connection with any reinvestment:	On the dividend payment date, if the shares are acquired from FPL Group, or following the last day on which all purchases for the dividend payment are completed, if the shares are acquired from third parties.

***Initial and Optional Cash Investments from \$100 to \$25,000***

<b>Action</b>	<b>Deadline</b>
Initial enrollment	Available anytime
Receipt of funds by the Plan Administrator for initial and optional cash investments from \$100 to \$25,000	No later than the second business day before the investment date for such month (the 15 <sup>th</sup> day of each month or, if this date is not a trading day on the NYSE, the next trading day)
Requests for refunds of investment	The Plan Administrator must receive your written request no later than the second business day before the investment date.
Automatic withdrawals from bank accounts	Allow three to four weeks for first withdrawal to be initiated. Funds will be withdrawn on the 10 <sup>th</sup> day of each month, or the next business day if that day is not a business day.
Changes to automatic withdrawals from bank accounts	The Plan Administrator must receive your written notice at least seven business days before the next scheduled cash withdrawal.
Shares will be credited to your Plan account in connection with any optional cash investment:	On the monthly investment date, if the shares are acquired from FPL Group, or following the last day on which all purchases using optional cash investments are completed, if the shares are acquired from third parties.

**Table of Contents**

*Optional Cash Investments in Excess of \$25,000 Pursuant to Requests for Waiver*

<b>Action</b>	<b>Deadline</b>
Obtain information on requests for waiver for a particular month by telephoning FPL Group at 1-888-556-2399	Fifth business day before the first calendar day of that month
Submission of requests for waiver to FPL Group	No later than 3:00 p.m. Eastern Time on the third business day before the first day of the applicable pricing period
Approval or denial of requests for waiver by FPL Group	By 5:00 p.m. Eastern Time on the second business day before the first day of the applicable pricing period
Receipt of funds by the Plan Administrator for optional cash investments in excess of \$25,000	No later than 2:00 p.m. Eastern Time on the business day before the first day of the applicable pricing period
Return of uninvested funds	Within five business days after the last day of the applicable pricing period, as extended, without interest

*Sale of Plan Shares*

<b>Action</b>	<b>Deadline</b>
Request a market order to sell your shares at current market prices	The Plan Administrator will place these orders promptly upon request if during NYSE trading hours (normally, 9:30 a.m. to 4:00 p.m. Eastern Time); if after 4:00 p.m. Eastern Time, your market order will be placed the next business day.
Settlement of market order sales	Checks generally will be distributed within one business day after the sale transaction has settled.
Request a batch order to sell your shares in a batch with other Plan participants desiring to make sales	Orders will be processed within five business days after the Plan Administrator receives your order.
Settlement of batch order sales	Checks generally will be distributed within one business day after the sale transaction has settled.

**Table of Contents**

**USE OF PROCEEDS**

FPL Group will receive proceeds from purchases of FPL Group common stock through the Plan only if the purchases are made directly from FPL Group. FPL Group intends to add any such proceeds to its general funds. FPL Group and its subsidiaries use the general funds for corporate purposes, including working capital and capital expenditures.

FPL Group will not receive any proceeds from shares purchased by the Plan Administrator from third parties.

FPL Group does not know the number of shares that participants will purchase under the Plan or the prices at which the shares will be sold to participants.

**DIVIDEND POLICY**

The amount and timing of dividends payable on the common stock are within the sole discretion of FPL Group's board of directors. The board of directors reviews the dividend rate at least annually (generally in February) to determine its appropriateness in light of FPL Group's financial position and results of operations, legislative and regulatory developments affecting FPL Group's industry, competitive conditions and any other factors that the board of directors deems relevant.

**Table of Contents**

**U.S. FEDERAL INCOME TAX INFORMATION**

*The information set forth below summarizes the material U.S. federal income tax consequences of participation in the Plan. The information in this section is based on the Internal Revenue Code of 1986, as amended, Treasury regulations thereunder, current administrative interpretations and practices of the Internal Revenue Service, and court decisions, all as of the date of this prospectus. Future legislation, Treasury regulations, administrative interpretations and practices or court decisions could significantly change the current law or adversely affect existing interpretations of current law. Any change could apply retroactively to transactions preceding the date of the change.*

*This summary applies to U.S. taxpayers only, except where otherwise stated. This discussion assumes that you hold FPL Group common stock as a capital asset. The information is not intended to be a complete description of all U.S. federal income tax consequences and does not address any of the state, local or foreign tax consequences of participation in the Plan. Participants should consult their own tax advisers with respect to the U.S. federal income tax consequences, as well as the state, local and foreign income tax consequences, of participation in the Plan.*

**Dividend Income**

In general, distributions paid on FPL Group common stock are taxable to you as dividends to the extent of the current or accumulated earnings and profits of FPL Group, as determined under U.S. federal income tax principles. To the extent that such distributions exceed FPL Group's current or accumulated earnings and profits, the excess will constitute a return of capital that is applied against, and will reduce, your basis in the FPL Group common stock, but not below zero, and then will be treated as gain from the sale of such stock. Some corporate shareholders may be entitled to a dividends received deduction with respect to amounts treated as ordinary dividend income.

If you participate in the Plan and your reinvested distributions are used to purchase newly issued shares of FPL Group common stock or shares from FPL Group's treasury, your distribution for federal income tax purposes will be equal to the fair market value of the shares of common stock that you receive pursuant to such reinvestment, which generally will be determined as the average of the highest and lowest sale prices of FPL Group common stock as reported on the NYSE for the applicable investment date. As described above, the reinvested distribution will be treated as a taxable dividend to you to the extent paid from FPL Group's current or accumulated earnings and profits. Distributions that are reinvested in shares of FPL Group common stock purchased in the open market will be treated as a taxable dividend to you in an amount equal to the purchase price of such shares (to the extent paid from FPL Group's current or accumulated earnings and profits). If FPL Group pays any brokerage fees on your behalf, the amount of any such fees will be additional taxable income to you to the extent FPL Group has current or accumulated earnings and profits.

**Optional Cash Investments**

If you participate in the Plan's automatic dividend reinvestment feature and you make optional cash investments in FPL Group common stock under the Plan, you will be treated for federal income tax purposes as

## **Table of Contents**

having received a distribution in an amount equal to the excess, if any, of the fair market value of the common stock purchased over the amount of your optional cash investment, taking into account any waiver discount. This distribution will be treated as a taxable dividend to you to the extent paid from FPL Group's current or accumulated earnings and profits, as determined under U.S. federal income tax principles described above. The federal income tax consequences of buying shares at a waiver discount through the Plan are not entirely clear if you make optional cash investments but do not participate in the Plan's automatic dividend reinvestment feature. In light of this uncertainty, FPL Group intends to treat investors in this situation as having received a distribution in an amount equal to the excess, if any, of the fair market value of the common stock purchased over the amount of any optional cash investment, taking into account any waiver discount. This distribution will be treated as a taxable dividend to the extent paid from FPL Group's current or accumulated earnings and profits, as determined under U.S. federal income tax principles described above. Because the tax treatment of such a waiver discount is unclear, no assurance can be given of the position that the Internal Revenue Service, or IRS, would take in this regard, and investors in this situation should consult their tax advisers to determine how to treat the waiver discount for federal income tax purposes. If FPL Group pays any brokerage fees on your behalf, the amount of any such fees will be additional taxable income to you (to the extent FPL Group has current or accumulated earnings and profits).

## **Tax Basis of Shares**

For federal income tax purposes, the tax basis of shares of FPL Group common stock purchased is generally the purchase price of the shares plus any brokerage commissions paid in connection with the purchase. The tax basis of shares purchased with reinvested dividends generally will equal the total amount of distributions you are treated as having received, as described above. The tax basis of shares of FPL Group common stock acquired with optional cash investments generally will equal the total amount of distributions you are treated as having received, as described above, plus the amount of the cash payment for such shares.

## **Holding Period of Shares**

The holding period of FPL Group common stock purchased with reinvested dividends or optional cash investments, for purposes of determining whether any gain or loss on sale will be a capital gain or loss, begins on the day after the applicable investment or purchase date.

## **Gains and Losses from the Sale of Shares**

You may realize a gain or loss (calculated as described above) at the time your shares are sold by the Plan Administrator or by you after withdrawal of the shares from the Plan. The amount of such gain or loss is based on the difference between the amount you receive for the shares, reduced by the expenses of sale, including brokerage commissions and service fees charged for the sale of shares, and your tax basis in the shares. In general, any gain or loss will be a capital gain or loss and will be a long-term capital gain or loss if you have held the shares for more than one year. You also will recognize a gain or loss when you receive cash payments for fractional shares credited to your account upon your withdrawal from the Plan or the Plan's termination. The amount of such a gain or loss is the difference between the amount which you receive for your fractional shares and your tax basis in such shares. Provided that the shares are capital assets to you, the gain or loss will be a capital gain or loss. Whether the capital gain is long-term or short-term will depend on your holding period. You should consult your tax adviser as to the consequences of a sale of shares in view of your particular circumstances.



**Table of Contents**

**IRS Reports**

The Plan Administrator reports dividend income to participants and the IRS on Form 1099-DIV. The Plan Administrator reports the proceeds from the sale of Plan shares to the selling participants and the IRS on Form 1099-B. For non-resident aliens or non-U.S. corporations, partnerships or other entities, the Plan Administrator will report dividend income to the selling participants and the IRS on Form 1042-S.

**Dividends Subject to Withholding**

Reinvested dividends are subject to federal withholding tax (currently at a rate of 28%) if you fail to provide a taxpayer identification number to the Plan Administrator. In addition, if you are a non-resident alien or a non-U.S. corporation, partnership or other entity, your dividends will be subject to federal withholding tax (currently at a rate of 30%) unless you or your intermediary provides an appropriate Form W-8 to the Plan Administrator documenting your entitlement to an exemption from, or a reduced rate of, withholding tax. In any case in which federal income taxes are required to be withheld, the Plan Administrator reinvests an amount equal to the dividends less the amount of tax withheld. For IRS reporting purposes, the amount of the tax withheld is included in the holder's dividend income.

**Table of Contents**

**PLAN OF DISTRIBUTION**

Except to the extent that the Plan Administrator purchases shares of FPL Group common stock in the open market through its independent agent, FPL Group will sell directly to the Plan Administrator the shares of FPL Group common stock acquired under the Plan. No processing fees will be payable by any participant in connection with such purchases of common stock from FPL Group.

In connection with any investment in which the Plan Administrator purchases shares of FPL Group common stock in the open market through its independent agent, a participant will be required to pay the participant's pro rata share of all processing fees of \$0.03 per share purchased. Upon withdrawal by a participant from the Plan by the sale of shares of FPL Group common stock held under the Plan, the participant will receive the proceeds of that sale, less any applicable withholding, transfer or other taxes, and will be required to pay a processing fee of \$0.12 per share sold and the applicable service fee. For additional information, see Description of the Plan Summary of Participation Fees.

FPL Group may sell common stock to persons, including brokers or dealers and other financial intermediaries, that, in connection with any resales of those shares, may be deemed to be underwriters within the meaning of the Securities Act of 1933. FPL Group has no arrangements or understandings, formal or informal, with any person relating to the sale of shares of FPL Group common stock to be received under the Plan.

FPL Group reserves the right to deny, suspend or terminate participation in the Plan by otherwise eligible persons to eliminate practices that are inconsistent with the purpose of the Plan.

The FPL Group common stock is currently listed on the NYSE and trades under the symbol FPL.

FPL Group common stock may not be available under the Plan in all states or other jurisdictions. FPL Group is not making an offer to sell FPL Group common stock in any state or other jurisdiction where the offer or sale is not permitted.

**Table of Contents**

**EXPERTS**

The consolidated financial statements incorporated in this prospectus by reference from FPL Group's Annual Report on Form 10-K for the year ended December 31, 2008, and the effectiveness of FPL Group's internal control over financial reporting, have been audited by Deloitte & Touche LLP, an independent registered public accounting firm, as stated in their reports, which are incorporated herein by reference. Such consolidated financial statements have been so incorporated in reliance upon the reports of such firm given upon their authority as experts in accounting and auditing.

**LEGAL MATTERS**

Hogan & Hartson LLP, counsel to FPL Group, will pass upon the validity of the FPL Group common stock to be issued pursuant to the Plan.

Table of Contents

**FPL GROUP, INC.**

**Dividend Reinvestment and Direct Stock Purchase Plan**

**4,000,000 Shares of Common Stock**

**Prospectus dated May 6, 2009**

002CS62456