

NEXTERA ENERGY INC
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The information in this preliminary prospectus supplement is not complete and may be changed. Neither this preliminary prospectus supplement nor the accompanying prospectus is an offer to sell the securities described herein and neither is soliciting any offer to buy these securities in any jurisdiction where the solicitation, offer or sale is not permitted.

**Subject to Completion
Preliminary Prospectus Supplement dated September 14, 2010**

PROSPECTUS SUPPLEMENT
(To prospectus dated August 3, 2009)

7,000,000 Equity Units

(Initially Consisting of 7,000,000 Corporate Units)

This is an offering of Equity Units by NextEra Energy, Inc. ("NextEra Energy"), formerly known as FPL Group, Inc. Each Equity Unit will have a stated amount of \$50 and will consist of (1) a purchase contract issued by NextEra Energy and (2) initially a 1/20, or 5%, undivided beneficial ownership interest in a Series D Debenture due September 1, 2015 issued in the principal amount of \$1,000 by FPL Group Capital Inc ("FPL Group Capital"), a wholly-owned subsidiary of NextEra Energy, which is referred to as a Corporate Unit.

The purchase contract will obligate holders of Equity Units to purchase from NextEra Energy, no later than September 1, 2013, for a price of \$50 in cash, the following number of shares of NextEra Energy common stock, subject to anti-dilution adjustments:

if the applicable market value of NextEra Energy common stock, which will be determined by reference to average closing prices of NextEra Energy common stock over the 20-trading day period ending on the third trading day prior to September 1, 2013, equals or is greater than the threshold appreciation price of \$ _____, _____ shares of NextEra Energy common stock;

if the applicable market value is less than the threshold appreciation price of \$ _____, but greater than the reference price of \$ _____, a number of shares of NextEra Energy common stock having a value, based on the applicable market value, equal to \$50; and

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if the applicable market value is less than or equal to the reference price of \$ _____, _____ shares of NextEra Energy common stock.

The FPL Group Capital debentures will initially bear interest at a rate of _____ % per year, payable quarterly in arrears. NextEra Energy has agreed to absolutely, irrevocably and unconditionally guarantee the payment of principal, interest and premium, if any, on the FPL Group Capital debentures. The FPL Group Capital debentures will be remarketed as described in this prospectus supplement. If this remarketing is successful, the interest rate on the FPL Group Capital debentures will be reset and thereafter interest will be payable semi-annually at the reset rate.

NextEra Energy will also pay quarterly contract adjustment payments at a rate of _____ % per year on the stated amount of \$50 per Corporate Unit, or \$ _____ per year, subject to NextEra Energy's right to defer contract adjustment payments, as described in this prospectus supplement.

The FPL Group Capital debentures will not trade separately from the Corporate Units unless and until substitution is made, the Corporate Units are settled early or the FPL Group Capital debentures are successfully remarketed, all as described in this prospectus supplement.

NextEra Energy does not intend to apply to list the Corporate Units on a securities exchange.

See "Risk Factors" beginning on page S-27 to read about certain factors you should consider before making an investment in the securities.

	Per Corporate Unit	Total
Price to Public(1)	\$ _____	\$ _____
Underwriting Discount	\$ _____	\$ _____
Proceeds to FPL Group Capital (before expenses)	\$ _____	\$ _____

(1) Plus accrued interest and accumulated contract adjustment payments from September _____, 2010, if settlement occurs after that date. The accrued interest and accumulated contract adjustment payments must be paid by the purchasers if settlement occurs after that date.

The underwriter may also purchase up to an additional 1,050,000 Corporate Units at the price to public less the underwriting discount within a 13-day period beginning on (and including) the date the Corporate Units are initially issued in order to cover overallocments, if any, provided, however, that NextEra Energy may in its discretion extend such period up to 30 days after the date of this prospectus supplement.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of the securities or determined if this prospectus supplement or the accompanying prospectus is truthful or complete. Any representation to the contrary is a criminal offense.

The Corporate Units are expected to be delivered in book-entry only form through The Depository Trust Company on or about September _____, 2010.

Credit Suisse

The date of this prospectus supplement is September , 2010.

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The accompanying prospectus is part of a registration statement filed with the Securities and Exchange Commission. You should rely only on the information incorporated by reference or provided in this prospectus supplement and in the accompanying prospectus and in any written communication from NextEra Energy, FPL Group Capital or the underwriter specifying the final terms of the offering. None of NextEra Energy, FPL Group Capital or the underwriter has authorized anyone else to provide you with additional or different information. None of NextEra Energy, FPL Group Capital or the underwriter is 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 supplement or in the accompanying prospectus is accurate as of any date other than the date 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.

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PROSPECTUS SUPPLEMENT SUMMARY

*You should read the following summary in conjunction with the more detailed information incorporated by reference or provided in this prospectus supplement or in the accompanying prospectus. This prospectus supplement and the accompanying prospectus contain forward-looking statements (as that term is defined in the Private Securities Litigation Reform Act of 1995). Forward-looking statements should be read with the cautionary statements in the accompanying prospectus under the heading *Forward-Looking Statements* and the important factors discussed in this prospectus supplement and in the incorporated documents. To the extent the following information in this prospectus supplement is inconsistent with the information in the accompanying prospectus, you should rely on the following information. You should pay special attention to the *Risk Factors* section beginning on page S-27 of this prospectus supplement to determine whether an investment in these securities is appropriate for you.*

NextEra Energy and Subsidiaries

NextEra Energy

NextEra Energy has two principal operating subsidiaries, Florida Power & Light Company and, indirectly through FPL Group Capital, NextEra Energy Resources, LLC (NextEra Energy Resources). Florida Power & Light Company is a rate-regulated utility engaged primarily in the generation, transmission, distribution and sale of electric energy in Florida. NextEra Energy Resources is NextEra Energy's competitive energy subsidiary which produces the majority of its electricity from clean and renewable fuels. NextEra Energy is a holding company incorporated in 1984 as a Florida corporation.

The organizational structure of NextEra Energy and its principal subsidiaries is shown in the following diagram.

Florida Power & Light Company

Florida Power & Light Company is a rate-regulated utility engaged primarily in the generation, transmission, distribution and sale of electric energy in Florida. At December 31, 2009, Florida Power & Light Company supplied electric service to a population of more than 8.7 million throughout most of the east and lower west coasts of Florida. During 2009, Florida Power & Light Company served approximately 4.5 million customer accounts. During 2009, about 97% of Florida Power & Light Company's revenues came from residential customers and commercial customers which include small businesses. Only 3% of Florida Power & Light Company's total revenues came from industrial customers. Florida Power & Light Company was incorporated in 1925 as a Florida corporation.

FPL Group Capital

FPL Group Capital holds the capital stock of or has equity interests in, and provides funding for, all of NextEra Energy's operating subsidiaries other than Florida Power & Light Company and its subsidiaries. FPL Group Capital was incorporated in 1985 as a Florida corporation and is a wholly-owned subsidiary of NextEra Energy.

NextEra Energy Resources

NextEra Energy Resources was organized as a limited liability company in 1998 under the laws of Delaware to aggregate NextEra Energy's existing competitive energy businesses. Through its subsidiaries, NextEra Energy Resources currently owns, develops, constructs, manages and operates primarily domestic electric-generating facilities in wholesale energy markets. NextEra Energy Resources also provides full energy and capacity requirements services primarily to distribution utilities in certain markets and owns a retail electric provider based in Texas. At December 31, 2009, NextEra Energy Resources had ownership interests in operating independent power projects with a net generating capability totaling 18,148 megawatts. Generation capacity spans various regions and is produced utilizing a variety of fuel sources, thereby reducing overall volatility related to varying market conditions and seasonality on a portfolio basis.

FPL FiberNet

FPL FiberNet, LLC (FPL FiberNet) was organized as a limited liability company in 2000 under the laws of Delaware to enhance the value of NextEra Energy's fiber-optic network assets that were originally built to support Florida Power & Light Company operations. Accordingly, in 2000, Florida Power & Light Company's existing fiber-optic lines were transferred to FPL FiberNet. FPL FiberNet leases wholesale fiber-optic network capacity and dark fiber to Florida Power & Light Company and other customers, primarily telephone, wireless carriers, internet and other telecommunications companies. FPL FiberNet's primary business focus is the Florida metropolitan (metro) market. Metro networks cover Miami, Fort Lauderdale, West Palm Beach, Tampa, St. Petersburg, Orlando and Jacksonville. FPL FiberNet also has a long-haul network within Florida that leases bandwidth at wholesale rates. At December 31, 2009, FPL FiberNet's network consisted of approximately 2,950 route miles, which interconnect major cities throughout Florida.

The Offering Q&A

What are Equity Units?

The Equity Units consist of units referred to as either Corporate Units or Treasury Units. The Equity Units offered will initially consist of 7,000,000 Corporate Units (8,050,000 Corporate Units if the underwriter exercises its overallotment option in full), each with a stated amount of \$50. From each Corporate Unit, the holder may create a Treasury Unit, as described below under How can I create Treasury Units from Corporate Units?

What is a Corporate Unit?

Each Corporate Unit consists of (1) a purchase contract and (2) initially a 1/20, or 5%, undivided beneficial ownership interest in a Series D Debenture due September 1, 2015 issued in the principal amount of \$1,000 by FPL Group Capital, also referred to as the applicable ownership interest in FPL Group Capital debentures. In this prospectus supplement, the Series D Debentures due September 1, 2015 are referred to as the FPL Group Capital debentures. The FPL Group Capital debentures will rank equally and ratably with FPL Group Capital's other unsecured and unsubordinated obligations. The applicable ownership interest in FPL Group Capital debentures corresponds to \$50 principal amount of FPL Group Capital debentures. NextEra Energy has agreed to absolutely, irrevocably and unconditionally guarantee the payment of principal, interest and premium, if any, on the FPL Group Capital debentures. The guarantee is an unsecured obligation of NextEra Energy and will rank equally and ratably with all other unsecured and unsubordinated obligations of NextEra Energy. The applicable ownership interest in FPL Group Capital debentures that is a component of each Corporate Unit will be owned by the holder of the Corporate Unit, but it will be pledged to NextEra Energy through the collateral agent to secure the holder's obligation to purchase NextEra Energy common stock under the related purchase contract. The FPL Group Capital debentures will be issued in minimum denominations of \$1,000 and integral multiples thereof (except in certain limited circumstances). If the FPL Group Capital debentures are successfully remarketed on or prior to the ninth business day preceding September 1, 2013, or a special event redemption or a mandatory redemption occurs, in each case as described in this prospectus supplement, the applicable ownership interest in a Treasury portfolio (as defined under What is the Treasury portfolio?) will replace the applicable ownership interest in FPL Group Capital debentures as a component of each Corporate Unit and will be pledged to NextEra Energy through the collateral agent to secure the holder's obligations under the purchase contract. The FPL Group Capital debentures will not trade separately from the Corporate Units unless and until Treasury securities are substituted for FPL Group Capital debentures, the Corporate Units purchase contracts are settled early or the FPL Group Capital debentures are remarketed.

What is a purchase contract?

Each purchase contract that is a component of an Equity Unit obligates the holder of the purchase contract to purchase, and obligates NextEra Energy to sell, on September 1, 2013, which is referred to as the purchase contract settlement date, for \$50 in cash, a number of newly issued shares of NextEra Energy common stock equal to the settlement rate. The settlement rate will be calculated, subject to adjustment under the circumstances described in Description of the Purchase Contracts Anti-dilution Adjustments and in Description of the Purchase Contracts Early Settlement upon a Fundamental Change, as follows:

- if the applicable market value (as defined below) of NextEra Energy common stock is equal to or greater than the threshold appreciation price of \$, the settlement rate will be shares of NextEra Energy common stock;

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- if the applicable market value of NextEra Energy common stock is less than the threshold appreciation price but greater than the reference price of \$, the settlement rate will be a number of shares of NextEra Energy common stock equal to \$50 divided by the applicable market value; and
- if the applicable market value of NextEra Energy common stock is less than or equal to the reference price, the settlement rate will be shares of NextEra Energy common stock.

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Applicable market value means the average of the closing price per share of NextEra Energy common stock on each of the 20 consecutive trading days ending on the third trading day immediately preceding the purchase contract settlement date, subject to adjustment under the circumstances set forth in Description of the Purchase Contracts Anti-dilution Adjustments. Applicable market value will also be subject to adjustments under the circumstances set forth under Description of the Purchase Contracts Early Settlement upon a Fundamental Change. The reference price is \$. The threshold appreciation price is \$, and represents an appreciation of % over the reference price.

What is a Treasury Unit?

A Treasury Unit is a unit that can be created from a Corporate Unit and consists of (1) a purchase contract and (2) a 1/20, or 5%, undivided beneficial ownership interest in a zero-coupon U.S. Treasury security that will mature on August 31, 2013 with a principal amount at maturity of \$1,000 (CUSIP No. 912820RF6), which is referred to as a Treasury security. The ownership interest in the Treasury security that is a component of a Treasury Unit will be owned by the holder of a Treasury Unit, but will be pledged to NextEra Energy through the collateral agent to secure the holder's obligations under the related purchase contract.

How can I create Treasury Units from Corporate Units?

Unless the Treasury portfolio has replaced the FPL Group Capital debentures as a component of the Corporate Units as a result of a successful remarketing of the FPL Group Capital debentures, a special event redemption or a mandatory redemption, each holder of Corporate Units will have the right, on or prior to the seventh business day immediately preceding the purchase contract settlement date, to substitute for the related FPL Group Capital debentures held by the collateral agent a Treasury security having a principal amount at maturity equal to the aggregate principal amount of the FPL Group Capital debentures for which substitution is being made. Because Treasury securities and FPL Group Capital debentures are issued in integral multiples of \$1,000, holders of Corporate Units may make these substitutions only in integral multiples of 20 Corporate Units. The ability of holders of Corporate Units to create Treasury Units will be subject to the limitation that holders may not create Treasury Units during any period commencing on and including the business day preceding any three-day remarketing period as described under What is remarketing? below and ending on and including, in the case of a successful remarketing during that three-day remarketing period, the reset effective date (as defined under What is remarketing? below), or, if none of the remarketings during that three-day remarketing period is successful, the business day following the last remarketing date in the applicable three-day remarketing period.

If a Treasury portfolio has replaced the FPL Group Capital debentures as a component of the Corporate Units as a result of a successful remarketing of the FPL Group Capital debentures, a special event redemption or a mandatory redemption, holders of Corporate Units may create Treasury Units by making substitutions of Treasury securities for the applicable ownership interests in the Treasury portfolio held by the collateral agent, on or prior to the second business day immediately preceding the purchase contract settlement date and only in integral multiples of Corporate Units (or such other number of Corporate Units as may be determined by the remarketing agent in connection with a successful remarketing of the FPL Group Capital debentures if the reset effective date is not a regular quarterly interest payment date).

Each of these substitutions will create Treasury Units, and the FPL Group Capital debentures underlying the applicable ownership interests in FPL Group Capital debentures or the applicable ownership interests in the Treasury portfolio will be released to the holder and be tradable separately from the Treasury Units.

How can I recreate Corporate Units from Treasury Units?

Unless the Treasury portfolio has replaced the FPL Group Capital debentures as a component of the Corporate Units as a result of a successful remarketing of the FPL Group Capital debentures, a special event redemption or a mandatory redemption, each holder of Treasury Units will have the right, subject to the last sentence of this paragraph, on or prior to the second business day immediately preceding the first day of the final three-day remarketing period, to substitute FPL Group Capital debentures for any related Treasury securities held by the collateral agent, having a principal amount equal to the aggregate principal amount at maturity of the Treasury securities for which substitution is being made. Because Treasury securities and FPL Group Capital debentures are

issued in integral multiples of \$1,000, holders of Treasury Units may make these substitutions only in integral multiples of 20 Treasury Units. The ability of holders of Treasury Units to recreate Corporate Units will be subject to the limitation that holders may not recreate Corporate Units during any period commencing on and including the business day preceding any three-day remarketing period and ending on and including, in the case of a successful remarketing during that three-day remarketing period, the reset effective date, or, if none of the remarketings during that three-day remarketing period is successful, the business day following the last remarketing date in the applicable three-day remarketing period.

If a Treasury portfolio has replaced the FPL Group Capital debentures as a component of the Corporate Units as a result of a successful remarketing of the FPL Group Capital debentures, a special event redemption or a mandatory redemption, holders of Treasury Units may recreate Corporate Units by making substitutions of the applicable ownership interests in the Treasury portfolio for Treasury securities held by the collateral agent, on or prior to the second business day immediately preceding the purchase contract settlement date and only in integral multiples of Treasury Units (or such other number of Treasury Units as may be determined by the remarketing agent in connection with a successful remarketing of the FPL Group Capital debentures if the reset effective date is not a regular quarterly interest payment date).

Each of these substitutions will recreate Corporate Units, and the applicable Treasury securities or the applicable ownership interest in the Treasury portfolio will be released to the holder and be tradable separately from the Corporate Units.

What payments am I entitled to as a holder of Corporate Units?

Holders of Corporate Units will be entitled to receive aggregate quarterly cash distributions at the rate of % per year on the stated amount of \$50 per Corporate Unit. These quarterly cash distributions will consist of:

- a pro rata share of interest payments, payable in arrears, on the applicable ownership interest in FPL Group Capital debentures (or distributions on the applicable ownership interest in the Treasury portfolio, if the FPL Group Capital debentures have been replaced by the Treasury portfolio), equivalent to the rate of % per year on the stated amount of \$50 per Corporate Unit, and
- contract adjustment payments payable by NextEra Energy at the rate of % per year on the stated amount of \$50 per Corporate Unit, subject to NextEra Energy's right to defer the payment of such contract adjustment payments.

If, following a successful remarketing, the interest rate on the FPL Group Capital debentures is reset on a reset effective date that is not a scheduled interest payment date, the collateral agent will receive on behalf of holders of Corporate Units a payment from FPL Group Capital on such reset effective date of accrued and unpaid interest on the FPL Group Capital debentures from the most recent quarterly interest payment date to, but excluding, such reset effective date. On the quarterly payment date next following the reset effective date, Corporate Unit holders will receive a quarterly cash distribution comprised of their pro rata portion of the interest payment received by the collateral agent which is described in the preceding sentence, the portion of their applicable ownership interest in the remarketing Treasury portfolio, as described below under "What is the Treasury portfolio?", that matures prior to that quarterly payment date, and the contract adjustment payment payable on that date.

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In addition, original issue discount, or OID, for U.S. federal income tax purposes will accrue on each FPL Group Capital debenture. FPL Group Capital is not entitled to defer interest payments on the FPL Group Capital debentures.

What payments am I entitled to if I convert my Corporate Units to Treasury Units?

Holders of Treasury Units will be entitled to receive quarterly contract adjustment payments payable by NextEra Energy at the rate of % per year on the stated amount of \$50 per Treasury Unit, subject to NextEra Energy's right to defer the payment of such contract adjustment payments. In addition, OID will accrue on each related Treasury security. There will be no distributions in respect of the Treasury securities that are a component of

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the Treasury Units, but the holders of the Treasury Units will continue to receive the scheduled interest payments on the FPL Group Capital debentures that were released to them when they created the Treasury Units as long as they continue to hold such FPL Group Capital debentures.

What rights do NextEra Energy or FPL Group Capital have to defer current payments?

NextEra Energy has the right to defer the payment of contract adjustment payments until no later than the purchase contract settlement date; provided, however, that in the event of an early settlement upon a fundamental change or any other early settlement of the purchase contracts, NextEra Energy will pay deferred contract adjustment payments to but not including the fundamental change settlement date or the most recent quarterly payment date, as applicable (unless earlier paid in full). Any deferred contract adjustment payments will accrue additional contract adjustment payments at the rate of % per year (such additional payment being equal to the initial interest rate on the FPL Group Capital debentures plus the rate of contract adjustment payments on the purchase contracts) until paid, compounded quarterly. FPL Group Capital is not entitled to defer payments of interest on the FPL Group Capital debentures. In the event NextEra Energy exercises its option to defer the payment of contract adjustment payments, then until the deferred contract adjustment payments have been paid, NextEra Energy will not, with certain exceptions, declare or pay dividends on, make distributions with respect to, or redeem, purchase or acquire, or make a liquidation payment with respect to, any of its capital stock. See Description of the Purchase Contracts Option to Defer Contract Adjustment Payments.

What are the payment dates for the Corporate Units?

The payments described above in respect of the Corporate Units will be payable quarterly in arrears on March 1, June 1, September 1 and December 1 of each year, commencing December 1, 2010. If any date on which interest on the FPL Group Capital debentures is to be paid or contract adjustment payments are to be made on the purchase contracts is not a business day, then payment of the interest and the contract adjustment payments payable on that date will be made on the next succeeding day which is a business day, and no interest or payment will be paid in respect of the delay. However, if that business day is in the next succeeding calendar year, payment will be made on the immediately preceding business day, in each case with the same force and effect as if made on that scheduled payment date. A business day means any day other than a Saturday, Sunday or any other day on which banking institutions and trust companies in The City of New York are permitted or required by any applicable law, regulation or executive order to close.

What is remarketing?

FPL Group Capital may, at its option and in its sole discretion, elect to remarket the FPL Group Capital debentures that are a component of Corporate Units on any remarketing date occurring during the period for early remarketing beginning on the third business day preceding March 1, 2013 and ending on the ninth business day preceding September 1, 2013, unless FPL Group Capital debentures have been previously redeemed in connection with a special event redemption or a mandatory redemption or have been previously successfully remarketed. Each holder of FPL Group Capital debentures that are not a component of Corporate Units may elect to include those FPL Group Capital debentures in a remarketing. Any remarketing during the period for early remarketing will occur during one or more three-day remarketing periods that consist of three sequential possible remarketing dates selected by FPL Group Capital and will include the FPL Group Capital debentures forming a component of the Corporate Units and those separate FPL Group Capital debentures whose holders have elected to include those debentures in the remarketing.

On each remarketing date, if any, occurring during the period for early remarketing, the remarketing agent will use its commercially reasonable efforts to obtain a price for the FPL Group Capital debentures remarketed equal to or greater than 100% of the purchase price for the remarketing Treasury portfolio plus the separate FPL Group Capital debentures purchase price (as defined below) plus the applicable

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remarketing fee. In no event shall the price for the FPL Group Capital debentures on each remarketing date, if any, occurring during the period for early remarketing be less than a price equal to 100% of the purchase price for the remarketing Treasury portfolio plus the separate FPL Group Capital debentures purchase price. The separate FPL Group Capital debenture purchase price, with respect to separate FPL Group Capital debentures that were not a component of Corporate Units and whose holders have elected to include those FPL Group Capital debentures in an early remarketing, means an

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amount equal to the purchase price for the remarketing Treasury portfolio divided by the principal amount of FPL Group Capital debentures which were a component of Corporate Units that participated in the remarketing multiplied by the aggregate principal amount of FPL Group Capital debentures that were not a component of Corporate Units whose holders elected to include those FPL Group Capital debentures in an early remarketing. A portion of the proceeds from the remarketing equal to the remarketing Treasury portfolio purchase price will be applied to purchase the remarketing Treasury portfolio. The remarketing Treasury portfolio will be substituted for the FPL Group Capital debentures forming a component of the Corporate Units and will be pledged to NextEra Energy through the collateral agent to secure the holders' obligations to purchase NextEra Energy common stock under the purchase contracts. When paid at maturity, an amount of the remarketing Treasury portfolio equal to the principal amount of the FPL Group Capital debentures for which that Treasury portfolio was substituted will automatically be applied to satisfy the Corporate Unit holders' obligations to purchase NextEra Energy common stock under the purchase contracts on September 1, 2013.

In addition, if a remarketing during the period for early remarketing is successful, the remarketing agent may deduct the remarketing fee from any portion of the proceeds from the remarketing of the FPL Group Capital debentures that is in excess of the sum of the remarketing Treasury portfolio purchase price and the aggregate separate FPL Group Capital debentures purchase price, which remarketing fee shall be 25 basis points (0.25%) of the sum of the remarketing Treasury portfolio purchase price and the aggregate separate FPL Group Capital debentures purchase price. The remarketing agent will then remit the separate FPL Group Capital debentures purchase price to the holders of FPL Group Capital debentures that were not a component of Corporate Units and whose holders elected to include those FPL Group Capital debentures in an early remarketing. The remarketing agent will then remit the remaining portion of the proceeds from the remarketing of those FPL Group Capital debentures, if any, for the benefit of the holders of the Corporate Units and the holders, prior to remarketing, of FPL Group Capital debentures that were not a component of Corporate Units and whose holders elected to include those FPL Group Capital debentures in an early remarketing. The reset effective date will be, in the case of a successful remarketing during the period for early remarketing, the third business day immediately following the date of the successful remarketing, unless the remarketing is successful within five business days of the next succeeding interest payment date in which case the reset effective date will be such interest payment date, and, in the case of a successful remarketing during the final three-day remarketing period, the purchase contract settlement date.

If a remarketing attempt described above is unsuccessful on the first remarketing date of a three-day remarketing period, subsequent remarketings as described above will be attempted on each of the two following remarketing dates in that three-day remarketing period until a successful remarketing occurs. If none of the three remarketings occurring during a three-day remarketing period results in a successful remarketing because the remarketing agent cannot obtain a price for the FPL Group Capital debentures on any such date equal to at least 100% of the purchase price for the remarketing Treasury portfolio plus the separate FPL Group Capital debentures purchase price, or a condition precedent to the remarketing has not been satisfied, the interest rate on the FPL Group Capital debentures will not be reset, the applicable ownership interests in FPL Group Capital debentures will continue to be a component of Corporate Units and subsequent remarketings may, subject to the next paragraph, be attempted during one or more subsequent three-day remarketing periods as described above.

Unless the FPL Group Capital debentures have been successfully remarketed on or prior to the ninth business day immediately preceding September 1, 2013, the FPL Group Capital debentures that form a component of Corporate Units whose holders have failed to notify the purchase contract agent on or prior to the seventh business day immediately preceding September 1, 2013 of their intention to pay cash in order to satisfy their obligations under the related purchase contracts, will, unless a special event redemption or a mandatory redemption has occurred or will occur prior to September 1, 2013, be remarketed during a three-day remarketing period beginning on and including the fifth business day, and ending on and including the third business day, immediately preceding September 1, 2013. This three-day remarketing period is referred to as the final three-day remarketing period, and the third business day immediately preceding September 1, 2013 is referred to as the final remarketing date. In this remarketing, the remarketing agent will use its commercially reasonable efforts to obtain a price for the FPL Group Capital debentures equal to or greater than 100% of the aggregate principal amount of the FPL Group Capital debentures being remarketed plus the applicable remarketing fee. In no event shall the price for the FPL Group Capital debentures being remarketed in this remarketing be less than the aggregate principal amount of the FPL Group Capital debentures being remarketed. The proceeds from the remarketing of FPL Group Capital debentures that are a component of Corporate Units equal to the aggregate principal amount of such FPL Group

Capital debentures will be automatically applied to satisfy in full the Corporate Unit holders' obligations to purchase NextEra Energy common stock under the related purchase contracts on the purchase contract settlement date.

If a remarketing during the final three-day remarketing period is successful, the remarketing agent may deduct the remarketing fee from any portion of the proceeds from the remarketing of the FPL Group Capital debentures that is in excess of the aggregate principal amount of the remarketed FPL Group Capital debentures, which remarketing fee shall be 25 basis points (0.25%) of the aggregate principal amount of the FPL Group Capital debentures remarketed. The remarketing agent will then remit an amount equal to 100% of the aggregate principal amount of the FPL Group Capital debentures that were not components of the Corporate Units to the holders of such FPL Group Capital debentures who elected to participate in the remarketing. The remarketing agent will then remit the remaining portion of the proceeds from the remarketing of the FPL Group Capital debentures, if any, for the benefit of the holders of the Corporate Units and the holders, prior to remarketing, of such debentures.

In connection with a successful remarketing, interest on the FPL Group Capital debentures will be payable semi-annually at the reset rate. The reset rate on the FPL Group Capital debentures will be determined on the date that the remarketing agent is able to successfully remarket the FPL Group Capital debentures. The reset rate will become effective, if the remarketing is successful, on the reset effective date.

If a remarketing attempt described above is unsuccessful on the first remarketing date of the final three-day remarketing period, subsequent remarketings will be attempted as described above on each of the two following remarketing dates in the final three-day remarketing period until a successful remarketing occurs.

What happens if the FPL Group Capital debentures are not successfully remarketed?

If the FPL Group Capital debentures are not successfully remarketed prior to the final remarketing date, or if the remarketing of the FPL Group Capital debentures on the final remarketing date is not successful because the remarketing agent cannot obtain a price of at least 100% of the aggregate principal amount of the FPL Group Capital debentures being remarketed or a condition precedent to such remarketing has not been satisfied, NextEra Energy will exercise its rights as a secured party in accordance with applicable law and may, among other things, retain the FPL Group Capital debentures that are included in Corporate Units or sell the FPL Group Capital debentures included in Corporate Units, in each case to satisfy in full the holders' obligations to purchase NextEra Energy common stock under the related purchase contracts on September 1, 2013.

In addition, holders of FPL Group Capital debentures that are not part of a Corporate Unit may exercise their put right upon an unsuccessful final remarketing by providing written notice at least two business days prior to the purchase contract settlement date. The put price will be paid to such holder on the purchase contract settlement date. The put price will be equal to the principal amount of the FPL Group Capital debentures, plus accrued and unpaid interest.

Do I have to participate in the remarketing?

A holder of Corporate Units may elect not to participate in any remarketing and to retain its applicable ownership interests in FPL Group Capital debentures comprising part of the holder's Corporate Units by (1) creating Treasury Units at any time prior to the business day preceding any

three-day remarketing period or (2) if there has not been a successful remarketing prior to the final three-day remarketing period, notifying the purchase contract agent of the holder's intention to pay cash to satisfy its obligation under the related purchase contracts on or prior to the seventh business day before the purchase contract settlement date and delivering the cash payment required under the purchase contracts to the collateral agent on or prior to the sixth business day before the purchase contract settlement date. Whether or not a holder of Corporate Units participates in the remarketing, upon a successful remarketing of the FPL Group Capital debentures, the FPL Group Capital debentures will become subject to the modified provisions described under Which provisions will govern the FPL Group Capital debentures following the remarketing? Following a successful remarketing prior to the final three-day remarketing period, holders of Treasury Units can recreate Corporate Units, on or prior to the second business day immediately preceding the purchase contract settlement date, as described under How can I recreate Corporate Units from Treasury Units?

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Which provisions will govern the FPL Group Capital debentures following the remarketing?

The FPL Group Capital debentures will continue to be governed by the indenture under which they were issued, but some of the provisions of the FPL Group Capital debentures may be modified by FPL Group Capital without the consent of the holders of FPL Group Capital debentures.

What is the Treasury portfolio?

If there is a successful remarketing on or prior to the ninth business day preceding the purchase contract settlement date or if a special event redemption described under Certain Terms of the FPL Group Capital Debentures Special Event Redemption or a mandatory redemption described under Certain Terms of the FPL Group Capital Debentures Mandatory Redemption occurs prior to the purchase contract settlement date, the FPL Group Capital debentures will be replaced by the Treasury portfolio. The Treasury portfolio is a portfolio of U.S. Treasury securities consisting of:

- for a remarketing Treasury portfolio,
- U.S. Treasury securities (or principal or interest strips thereof) that mature on or prior to August 31, 2013 in an aggregate amount equal to the principal amount of the FPL Group Capital debentures which are a component of the Corporate Units;
- if the reset effective date occurs prior to June 1, 2013, with respect to the originally scheduled quarterly interest payment date on the FPL Group Capital debentures that would have occurred on June 1, 2013, U.S. Treasury securities (or principal or interest strips thereof) that mature on or prior to May 31, 2013 in an aggregate amount equal to the aggregate interest payment that would be due on June 1, 2013 on the principal amount of the FPL Group Capital debentures that would have been components of the Corporate Units assuming no remarketing and no reset of the interest rate on the FPL Group Capital debentures as described under Certain Terms of the FPL Group Capital Debentures Market Reset Rate and assuming that interest on the FPL Group Capital debentures accrued from the reset effective date to, but excluding, June 1, 2013; and

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- if the reset effective date occurs on or after June 1, 2013, with respect to the originally scheduled quarterly interest payment date on the FPL Group Capital debentures that would have occurred on September 1, 2013, U.S. Treasury securities (or principal or interest strips thereof) that mature on or prior to August 31, 2013 in an aggregate amount equal to the aggregate interest payment that would be due on September 1, 2013 on the principal amount of the FPL Group Capital debentures that would have been components of the Corporate Units assuming no remarketing and no reset of the interest rate on the FPL Group Capital debentures and assuming that interest on the FPL Group Capital debentures accrued from the later of the reset effective date and June 1, 2013 to, but excluding, September 1, 2013.
- for a special event Treasury portfolio,
- U.S. Treasury securities (or principal or interest strips thereof) that mature on or prior to August 31, 2013 in an aggregate amount equal to the principal amount of the FPL Group Capital debentures which are a component of the Corporate Units; and
- with respect to each scheduled interest payment date on the FPL Group Capital debentures that occurs after the special event redemption date and on or prior to September 1, 2013, U.S. Treasury securities (or principal or interest strips thereof) that mature on or prior to such scheduled interest payment date in an aggregate amount at maturity equal to the aggregate interest payment that would be due on the

aggregate principal amount of the FPL Group Capital debentures on that date (assuming the interest rate on the FPL Group Capital debentures was not reset).

If a Treasury portfolio is required to be purchased in connection with a mandatory redemption of FPL Group Capital debentures, it will consist of the same securities as the special event Treasury portfolio.

If I am holding an FPL Group Capital debenture as a security separate from the Corporate Units, can I still participate in a remarketing of the FPL Group Capital debentures?

Holders of FPL Group Capital debentures that are not components of Corporate Units may elect, in the manner described in this prospectus supplement, to have their separate FPL Group Capital debentures remarketed by the remarketing agent along with the FPL Group Capital debentures that are components of the Corporate Units. See Certain Terms of the FPL Group Capital Debentures Optional Remarketing. Holders may also participate in any remarketing by recreating Corporate Units from Treasury Units on or prior to the second business day immediately prior to any three-day remarketing period.

Other than remarketing, how else may I satisfy my obligations under the purchase contracts?

Holders of Equity Units may satisfy their obligations under the purchase contracts as follows:

- in the case of holders of Corporate Units (unless the FPL Group Capital debentures are successfully remarketed during a period for early remarketing or a special event redemption or a mandatory redemption has occurred), by settling the purchase contracts with cash prior to the final three-day remarketing period by notifying the purchase contract agent on or prior to the seventh business day prior to September 1, 2013 and delivering the cash payment required under the related purchase contracts on or prior to the sixth business day immediately prior to September 1, 2013;
- in the case of holders of Treasury Units (or Corporate Units if the FPL Group Capital debentures are successfully remarketed during the period for early remarketing or a special event redemption or a mandatory redemption has occurred), by settling the purchase contracts with cash prior to the purchase contract settlement date by notifying the purchase contract agent on or prior to the second business day prior to September 1, 2013 and delivering the cash payment required under the related purchase contracts on or prior to the business day immediately prior to September 1, 2013; or
- through early settlement as described under Can I settle the purchase contract early? and under What happens if there is an early settlement upon a fundamental change? below; provided that at such time, if so required under the U.S. federal securities laws, there is in effect a registration statement covering any securities to be delivered in respect of the purchase contracts being settled.

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If the FPL Group Capital debentures are not successfully remarketed prior to the final three-day remarketing period and a special event redemption or a mandatory redemption has not occurred, and a holder of Corporate Units does not give notice to the purchase contract agent that the holder intends to settle the purchase contract with cash as described above, NextEra Energy will exercise its rights as a secured party, in accordance with applicable law, in respect of the pledged applicable ownership interests in FPL Group Capital debentures to satisfy the holder's obligation to purchase NextEra Energy common stock and NextEra Energy expects that it or the collateral agent will offer and sell the corresponding pledged applicable ownership interests in the FPL Group Capital debentures in the immediately following remarketing or at a subsequent public sale at which NextEra Energy may bid its claim or in a subsequent private sale. In addition, NextEra Energy may, in accordance with applicable law, retain the pledged applicable ownership interests in FPL Group Capital debentures that are included in Corporate Units to satisfy the holder's obligation to purchase NextEra Energy common stock. If a holder of Treasury Units (or Corporate Units if the FPL Group Capital debentures are successfully remarketed during the period for early remarketing or a special event redemption or a mandatory redemption has occurred) does not give notice to the purchase contract agent that the holder intends to settle the purchase contract with cash as described above, NextEra Energy will exercise its rights as a secured party in respect of the pledged Treasury securities (or pledged Treasury portfolio) to satisfy the holder's obligation to purchase NextEra Energy common stock and

expects to apply the proceeds of the applicable ownership interest in the pledged Treasury securities or applicable ownership interest in the Treasury portfolio to purchase the corresponding NextEra Energy common stock.

In addition, the purchase contract agreement that governs the Corporate Units and Treasury Units provides that a holder's obligations under the purchase contracts will be terminated without any further action upon the termination of the purchase contracts as a result of bankruptcy, insolvency or reorganization of NextEra Energy.

What interest payments will I receive on the FPL Group Capital debentures?

Interest on the FPL Group Capital debentures will be payable initially quarterly in arrears at the annual rate of _____ % per year on the principal amount per debenture of \$1,000 to, but excluding, the reset effective date. The reset effective date will be, in the case of a successful remarketing during the period for early remarketing, the third business day immediately following the date of the successful remarketing, unless the remarketing is successful within five business days of the next succeeding interest payment date in which case such interest payment date will be the reset effective date, and, in the case of a successful remarketing during the final three-day remarketing period, the purchase contract settlement date. Following a successful remarketing, the FPL Group Capital debentures will bear interest, payable semi-annually in arrears from the reset effective date at the reset rate to, but excluding, September 1, 2015.

If interest on the FPL Group Capital debentures is reset on a reset effective date that is not a scheduled interest payment date, the collateral agent will receive on behalf of holders of Corporate Units a payment from FPL Group Capital on such reset effective date of accrued and unpaid interest on the FPL Group Capital debentures from the most recent quarterly interest payment date to, but excluding, such reset effective date. On the quarterly payment date next following the reset effective date, Corporate Unit holders will receive a quarterly cash distribution comprised of their pro rata portion of that interest payment, the portion of their applicable ownership interest in the remarketing Treasury portfolio that matures prior to that quarterly payment date and the contract adjustment payment payable on that date. If interest on the FPL Group Capital debentures is reset on a reset effective date that is not a scheduled interest payment date, holders of separate FPL Group Capital debentures that were not a component of Corporate Units will receive on the reset effective date a payment of accrued and unpaid interest from the most recent interest payment date to, but excluding, such reset effective date. On the semi-annual interest payment date next following the reset effective date, holders of FPL Group Capital debentures will receive a payment of interest accrued from and including the reset effective date, to but excluding such interest payment date. For U.S. federal income tax purposes, OID will accrue on the FPL Group Capital debentures. If there is not a successful remarketing of the FPL Group Capital debentures, the interest rate will not be reset and the FPL Group Capital debentures will continue to bear interest at the initial interest rate, payable quarterly in arrears.

What are the payment dates on the applicable ownership interests in the FPL Group Capital debentures?

On or prior to the reset effective date, interest payments will be payable quarterly in arrears on each March 1, June 1, September 1 and December 1, commencing December 1, 2010, and on the reset effective date as described above in "What interest payments will I receive on the FPL Group Capital debentures?" if the reset effective date is not otherwise a quarterly interest payment date. If the interest rate on the FPL Group Capital debentures is reset on a reset effective date that is not otherwise a quarterly interest payment date, the collateral agent will receive the interest payment made on FPL Group Capital debentures that are a component of the Corporate Units on that reset effective date, which will be paid to holders of Corporate Units on the quarterly payment date next following that reset effective date.

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From the reset effective date, interest payments on all FPL Group Capital debentures will be paid semi-annually in arrears on interest payment dates to be selected by FPL Group Capital. If there is no successful remarketing of the FPL Group Capital debentures, interest payments on all FPL Group Capital debentures will remain payable quarterly in arrears on the original quarterly interest payment dates.

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When will the interest rate on the FPL Group Capital debentures be reset and what is the reset rate?

Unless a special event redemption or a mandatory redemption has occurred, the interest rate on the FPL Group Capital debentures will be reset on the date of a successful remarketing of the FPL Group Capital debentures and the reset rate will become effective three business days thereafter, unless the remarketing is successful within five business days of the next succeeding interest payment date in which case such interest payment date will be the reset effective date, or in the case of a remarketing during the final three-day remarketing period, the purchase contract settlement date. The reset rate will be the interest rate determined by the remarketing agent as the rate the FPL Group Capital debentures should bear in order for the aggregate principal amount of FPL Group Capital debentures being remarketed to have an aggregate market value on the remarketing date of at least 100% of the Treasury portfolio purchase price plus the aggregate separate FPL Group Capital debenture purchase price plus the applicable remarketing fee, in the case of a remarketing prior to the final three-day remarketing period, or at least 100% of the aggregate principal amount of the FPL Group Capital debentures being remarketed plus the applicable remarketing fee, in the case of a remarketing during the final three-day remarketing period. The interest rate on the FPL Group Capital debentures will not be reset if there is not a successful remarketing. Any reset rate may not exceed the maximum rate, if any, permitted by applicable law.

When is the maturity of the FPL Group Capital debentures?

The maturity date of the FPL Group Capital debentures is September 1, 2015.

When may the FPL Group Capital debentures be redeemed?

The FPL Group Capital debentures are redeemable at FPL Group Capital's option, in whole but not in part, upon the occurrence and continuation of a special event under the circumstances described in this prospectus supplement under "Certain Terms of the FPL Group Capital Debentures - Special Event Redemption." Following any such redemption of the FPL Group Capital debentures, which is referred to as a special event redemption, prior to a successful remarketing of the FPL Group Capital debentures or the purchase contract settlement date, holders of Corporate Units will own the applicable ownership interest in the Treasury portfolio as a component of their Corporate Units.

In addition, the FPL Group Capital debentures are mandatorily redeemable by FPL Group Capital if NextEra Energy's guarantee of the FPL Group Capital debentures ceases to be in full force or effect, or upon the bankruptcy, insolvency or reorganization of NextEra Energy under the circumstances described in this prospectus supplement, unless Standard & Poor's Ratings Service (a Division of The McGraw Hill Companies, Inc.) and Moody's Investors Service, Inc. (if the FPL Group Capital debentures are then rated by those rating agencies, or, if the FPL Group Capital debentures are then rated by only one of those rating agencies, then such rating agency, or, if the FPL Group Capital debentures are not then rated by either one of those rating agencies but are then rated by one or more other nationally recognized rating agencies, then at least one of those other nationally recognized rating agencies) shall have reaffirmed in writing that, after giving effect to such event, the credit rating on the FPL Group Capital debentures is investment grade.

Can I settle the purchase contract early?

At any time prior to the seventh business day immediately preceding the purchase contract settlement date, in the case of Corporate Units, or at any time prior to the second business day immediately preceding the purchase contract settlement date, in the case of Treasury Units, a holder of

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Equity Units may settle the related purchase contracts in their entirety by paying \$50 in cash per Equity Unit, in which case _____ shares, subject to adjustment under the circumstances described in Description of the Purchase Contracts Anti-dilution Adjustments, of NextEra Energy common stock will be issued to the holder pursuant to each purchase contract. A holder may only elect early settlement in integral multiples of 20 Corporate Units or 20 Treasury Units. If the Treasury portfolio has replaced the FPL Group Capital debentures as a component of the Corporate Units, holders of Corporate Units may settle a purchase contract early on or prior to the second business day immediately preceding the purchase contract settlement date only in integral multiples of _____ Corporate Units. See Description of the Purchase Contracts Early Settlement by Delivering Cash. This right to settle a purchase contract early by paying cash is distinct from

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the right to an early settlement upon a fundamental change. See What happens if there is an early settlement upon a fundamental change?

The early settlement right is subject to the condition that, if required under the U.S. federal securities laws, NextEra Energy has a registration statement under the Securities Act of 1933, as amended (the Securities Act) in effect and an available prospectus covering the shares of NextEra Energy common stock and/or other securities, if any, deliverable upon settlement of a purchase contract. NextEra Energy has agreed that, if required by U.S. federal securities laws, it will use its commercially reasonable efforts to have a registration statement in effect and to provide a prospectus covering those shares of common stock and/or other securities to be delivered in respect of the purchase contracts being settled.

What happens if there is an early settlement upon a fundamental change?

Prior to the purchase contract settlement date, if either of the following occurs:

(1) a person or group within the meaning of Section 13(d) of the Securities Exchange Act of 1934 becomes the direct or indirect beneficial owner, as defined in Rule 13d-3 under the Securities Exchange Act of 1934, of NextEra Energy's common stock representing more than 50% of the voting power of the common stock, or

(2) NextEra Energy is involved in a consolidation with or merger into any other person, or any merger of another person into NextEra Energy, or any transaction or series of related transactions (other than a merger that does not result in any reclassification, conversion, exchange or cancellation of outstanding shares of NextEra Energy's common stock), in each case in which 10% or more of the total consideration paid to NextEra Energy's shareholders consists of cash or cash equivalents

which is referred to as a fundamental change, then following the fundamental change, each holder of an Equity Unit will have the right to accelerate and settle such contract early at the settlement rate described under Description of the Purchase Contracts Early Settlement upon a Fundamental Change, plus an additional make-whole amount of shares (such additional make-whole amount of shares being hereafter referred to as the make-whole shares) described under Description of the Purchase Contracts Early Settlement upon a Fundamental Change, provided that at such time, if so required under the U.S. federal securities laws, there is in effect a registration statement covering the common stock and other securities, if any, to be delivered in respect of the purchase contracts being settled. This right is referred to in this prospectus supplement as the fundamental change early settlement right.

NextEra Energy will provide each of the holders of an Equity Unit with a notice of the completion of a fundamental change within five business days thereof. The notice will specify a date, which shall be at least ten days after the date of the notice but no later than the earlier of 20 days after the date of such notice or five business days prior to the purchase contract settlement date, by which each holder's fundamental change early settlement right would need to be exercised (this date is referred to in this prospectus supplement as the fundamental change early settlement date). The notice will set forth, among other things, the applicable settlement rate and the kind and amount of securities, cash or other consideration receivable by the holder upon settlement. To exercise the fundamental change early settlement right, a holder would need to deliver to the purchase contract agent, no later than 4:00 p.m., New York City time, on the third business day before the fundamental change early settlement date, the certificate or certificates evidencing such holder's Corporate Units or Treasury Units, and payment of the applicable purchase price in immediately available funds.

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If the fundamental change early settlement right is exercised by a holder, NextEra Energy will deliver to the holder on the fundamental change early settlement date the kind and amount of securities, cash or other property that the holder would have been entitled to receive if such holder had settled the purchase contract immediately before the fundamental change at the settlement rate described under Description of the Purchase Contracts Early Settlement upon a Fundamental Change, plus the additional make-whole shares. The holder will also receive the FPL Group Capital debentures, applicable ownership interests in the Treasury portfolio or Treasury securities that are a component of the Corporate Units or Treasury Units, as the case may be. If the holder does not elect to exercise its fundamental change early settlement right, the holder's Corporate Units or Treasury Units will remain outstanding and subject to normal settlement on the purchase contract settlement date. NextEra Energy has agreed

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that, if required under the U.S. federal securities laws, it will use commercially reasonable efforts to (1) have in effect a registration statement covering the securities, if any, to be delivered in respect of the purchase contracts being settled and (2) provide a prospectus in connection therewith, in each case in a form that may be used in connection with an early settlement upon a fundamental change. In the event that a holder seeks to exercise its fundamental change early settlement right and a registration statement is required to be effective in connection with the exercise of such right but no such registration statement is then effective, the holder's exercise of such right shall be void unless and until such a registration statement shall be effective and NextEra Energy will have no further obligation with respect to any such registration statement if, notwithstanding using its commercially reasonable efforts, no registration statement is then effective.

A holder of Corporate Units or Treasury Units may exercise the fundamental change early settlement right only in integral multiples of 20 Corporate Units or 20 Treasury Units.

The number of make-whole shares applicable to a fundamental change early settlement will be determined by reference to the table set forth under Description of the Purchase Contracts Early Settlement upon a Fundamental Change.

What is the ranking of the FPL Group Capital debentures?

The FPL Group Capital debentures will rank equally and ratably with all of FPL Group Capital's other unsecured and unsubordinated obligations. FPL Group Capital is a holding company that derives substantially all of its income from its operating subsidiaries. FPL Group Capital's subsidiaries are separate and distinct legal entities and have no obligation to pay any amounts on the FPL Group Capital debentures or to make any funds available for such payment. Therefore, the FPL Group Capital debentures will be effectively subordinated to all indebtedness and other liabilities, including trade payables, debt and preferred stock incurred or issued by FPL Group Capital's subsidiaries. In addition to trade liabilities, many of FPL Group Capital's operating subsidiaries incur debt in order to finance their business activities. All of this indebtedness will be effectively senior to the FPL Group Capital debentures. The indenture pursuant to which the FPL Group Capital debentures will be issued does not place any limit on the amount of indebtedness that FPL Group Capital may issue, guarantee or otherwise incur or the amount of liabilities, including debt or preferred stock, that FPL Group Capital's subsidiaries may issue, guarantee or otherwise incur. See Description of FPL Group Capital Senior Debt Securities in the accompanying prospectus.

What is the NextEra Energy guarantee?

NextEra Energy has agreed to absolutely, irrevocably and unconditionally guarantee the payment of principal, interest and premium, if any, on the FPL Group Capital debentures. See Description of the FPL Group Guarantee of the FPL Group Capital Senior Debt Securities in the accompanying prospectus.

The guarantee is an unsecured obligation of NextEra Energy and will rank equally and ratably with all other unsecured and unsubordinated obligations of NextEra Energy. There is no limit on the amount of other indebtedness, including guarantees, that NextEra Energy may incur or issue. NextEra Energy is a holding company that derives substantially all of its income from its subsidiaries. NextEra Energy's subsidiaries are separate and distinct legal entities and, other than FPL Group Capital, have no obligation to pay any amounts on the FPL Group Capital debentures or to make any funds available for such payment. Therefore, the guarantee will be effectively subordinated to all indebtedness and other liabilities, including trade payables, debt and preferred stock incurred or issued by NextEra Energy's subsidiaries. In addition to trade liabilities, many of NextEra Energy's operating subsidiaries incur debt in order to finance their business activities. All of this indebtedness will be effectively senior to the guarantee. The indenture pursuant to which the FPL Group Capital debentures will be issued does not place any limit on the amount of indebtedness that NextEra Energy may issue, guarantee or otherwise incur or the amount of liabilities, including debt or

preferred stock, that NextEra Energy's subsidiaries may issue, guarantee or otherwise incur.

Will there be a limitation on liens?

FPL Group Capital may not grant a lien on the capital stock of any of its majority-owned subsidiaries which shares of capital stock FPL Group Capital now or hereafter directly owns to secure indebtedness of FPL Group Capital without similarly securing the FPL Group Capital debentures, with certain exceptions. The granting of liens by FPL Group Capital's subsidiaries is not restricted in any way. See Description of FPL Group Capital Senior Debt Securities in the accompanying prospectus.

What are the principal U.S. federal income tax consequences related to the Corporate Units, Treasury Units and FPL Group Capital debentures?

FPL Group Capital intends to treat the FPL Group Capital debentures as contingent payment debt instruments that are subject to the contingent payment debt instrument rules for U.S. federal income tax purposes. Accordingly, through the reset effective date, and possibly thereafter, a U.S. holder of Corporate Units or FPL Group Capital debentures will be required to include in gross income an amount in excess of the interest actually received in respect of such applicable ownership interests in FPL Group Capital debentures, regardless of the holder's usual method of tax accounting, and will generally recognize ordinary income or loss, rather than capital gain or loss, on the sale, exchange or other disposition of applicable ownership interests in FPL Group Capital debentures or of the Corporate Units, to the extent such income is allocable to applicable ownership interests in FPL Group Capital debentures. A beneficial owner of Treasury Units will be required to include in gross income any OID with respect to the Treasury securities as it accrues on a constant yield to maturity basis. If the Treasury portfolio has replaced applicable ownership interests in FPL Group Capital debentures as a component of Corporate Units as a result of a successful remarketing of the FPL Group Capital debentures or a special event redemption, a beneficial owner of Corporate Units will be required to include in gross income its allocable share of OID on the applicable ownership interest in the Treasury portfolio as it accrues on a constant yield to maturity basis. To the extent NextEra Energy is required to file information returns with respect to contract adjustment payments or deferred contract adjustment payments, it intends to report such payments as taxable ordinary income to beneficial owners of Equity Units, but holders may want to consult their tax advisors concerning possible alternative characterizations. See Material Federal Income Tax Consequences.

What are the rights and privileges of NextEra Energy common stock?

The shares of NextEra Energy common stock that holders of Equity Units will be obligated to purchase under the purchase contracts have one vote per share. For more information, please see the discussion of NextEra Energy common stock in this prospectus supplement under the heading Description of NextEra Energy Common Stock.

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The Offering Explanatory Diagrams

The diagrams on the following pages demonstrate some of the key features of the purchase contracts, the applicable ownership interests in the FPL Group Capital debentures, the Corporate Units and the Treasury Units, and the transformation of Corporate Units into Treasury Units and separate FPL Group Capital debentures.

The following diagrams also assume that the FPL Group Capital debentures are successfully remarketed, there has not been a special event redemption or a mandatory redemption, the interest rate on the FPL Group Capital debentures is reset on the purchase contract settlement date, the payment of contract adjustment payments is not deferred and no anti-dilution adjustments were required to be made.

Purchase Contract

Both the Corporate Units and Treasury Units include a purchase contract under which the holder agrees to purchase shares of NextEra Energy common stock on the purchase contract settlement date. In addition, these purchase contracts include contract adjustment payments as shown in the diagrams on the following pages.

Notes:

- (1) If the applicable market value of NextEra Energy common stock is less than or equal to the reference price of \$, the number of shares of NextEra Energy common stock to be delivered to a holder of an Equity Unit will be shares.
- (2) If the applicable market value of NextEra Energy common stock is between the reference price and the threshold appreciation price of \$, the number of shares of NextEra Energy common stock to be delivered to a holder of an Equity Unit will be calculated by dividing the stated amount of \$50 by the applicable market value.
- (3) If the applicable market value of NextEra Energy common stock is greater than or equal to the threshold appreciation price, the number of shares of NextEra Energy common stock to be delivered to a holder of an Equity Unit will be shares.

- (4) The reference price equals \$.
- (5) The threshold appreciation price represents appreciation of % over the reference price.

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(6) Expressed as a percentage of the reference price. The applicable market value means the average of the closing price per share of NextEra Energy common stock on each of the 20 consecutive trading days ending on the third trading day immediately preceding the purchase contract settlement date.

Corporate Units

Each Corporate Unit consists of two components as described below:

	<u>Purchase Contract</u>			<u>FPL Group Capital Debenture</u>	
	(Owed to Holder)			(Owed to Holder) (1)	
	NextEra Energy common stock			Interest % of \$50 per year payable quarterly	
	+			(reset at the purchase contract settlement date and payable semi-annually at reset rate thereafter)	
	Contract Adjustment Payment % of \$50 per year, payable quarterly until the purchase contract settlement date (September 1, 2013)				
	(Owed to NextEra Energy)			(Owed to Holder) (2)	
	\$50 payable at the purchase contract settlement date (September 1, 2013)			\$50 payable at Maturity (September 1, 2015)	

Notes:

(1) Each owner of an applicable ownership interest in FPL Group Capital debentures will be entitled to 1/20, or 5%, of each interest payment paid in respect of an FPL Group Capital debenture in the principal amount of \$1,000.

(2) FPL Group Capital debentures will be issued in minimum denominations of \$1,000, except in limited circumstances. Each applicable ownership interest in FPL Group Capital debentures represents a 1/20, or 5%, undivided beneficial ownership interest in an FPL Group Capital debenture in the principal amount of \$1,000.

The holder of a Corporate Unit owns the applicable ownership interest in an FPL Group Capital debenture but will pledge it to the collateral agent to secure the holder's obligations under the purchase contract.

The foregoing analysis assumes the FPL Group Capital debentures are successfully remarketed during the final three-day remarketing period. If the remarketing was successful prior to such period, following the remarketing of the FPL Group Capital debentures the applicable ownership interests in the Treasury portfolio would

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have replaced the applicable ownership interest in FPL Group Capital debentures as a component of the Corporate Unit and the reset rate would be effective three business days following the successful remarketing, unless the remarketing is successful within five business days of the next succeeding interest payment date in which case such interest payment date will be the reset effective date.

Following the remarketing of the FPL Group Capital debentures, the applicable ownership interest in the Treasury portfolio will replace the applicable ownership interest in FPL Group Capital debentures as a component of the Corporate Unit.

Treasury Units

Each Treasury Unit consists of two components as described below:

	Purchase Contract			Treasury Securities	
	(Owed to Holder)				
	NextEra Energy common stock				
	+				
	Contract Adjustment Payment % of \$50 per year, payable quarterly until September 1, 2013				
	(Owed to NextEra Energy)			(Owed to Holder)	
	\$50 payable at the purchase contract settlement date (September 1, 2013)			\$50 payable at maturity (August 31, 2013)	

The holder of a Treasury Unit owns the applicable ownership interest in the Treasury security that forms a part of the Treasury Unit but will pledge it to NextEra Energy through the collateral agent to secure the holder's obligation under the related purchase contract. Unless the purchase contract is terminated as a result of bankruptcy, insolvency or reorganization of NextEra Energy or the holder recreates a Corporate Unit, the proceeds from the Treasury security will be used to satisfy the holder's obligation under the related purchase contract.

FPL Group Capital debentures

Each FPL Group Capital debenture has the terms described below (1):

FPL Group Capital Debenture

(Owed to Holder)

**Interest %
of \$1,000 per year,
payable quarterly**

**(reset at the reset effective date and payable
semi-annually at reset rate thereafter)**

(Owed to Holder)

\$1,000 payable at Maturity

(September 1, 2015)

Notes:

(1) Unless the Treasury portfolio has replaced the FPL Group Capital debentures as a component of the Corporate Units, Treasury Units may only be created with integral multiples of 20 Corporate Units. As a result, the creation of 20 Treasury Units will release the FPL Group Capital debentures in the principal amount of \$1,000 held by the collateral agent.

(2) If the Treasury portfolio has replaced the FPL Group Capital debentures as a component of the Corporate Units, Treasury Units may only be created with integral multiples of Corporate Units (or such other number of Corporate Units as may be determined by the remarketing agent upon a successful remarketing of the FPL Group Capital debentures if the reset effective date is not a regular quarterly interest payment date).

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Transforming Corporate Units into Treasury Units and FPL Group Capital debentures

- Because the FPL Group Capital debentures and the Treasury securities are issued in minimum denominations of \$1,000, holders of Corporate Units may only create Treasury Units in integral multiples of 20 Corporate Units.
- To create 20 Treasury Units, the holder separates 20 Corporate Units into their two components the 20 purchase contracts and the FPL Group Capital debenture and then combines the purchase contracts with a Treasury security that matures the business day immediately preceding the purchase contract settlement date.
- The holder owns the Treasury security that forms part of the Treasury Units but will pledge it to NextEra Energy through the collateral agent to secure the holder's obligations under the purchase contracts.
- A Treasury security together with 20 purchase contracts constitute 20 Treasury Units. The FPL Group Capital debenture in the principal amount of \$1,000, which is no longer a component of the Corporate Units, is released to the holder and is tradable as a separate security.

Purchase Contract	1/20 Ownership Interest in FPL Group Capital Debenture (1)(2)	Purchase Contract	Treasury Securities	1/20 Ownership Interest in FPL Group Capital Debenture (1)(2)
(Owed to Holder)	(Owed to Holder)	(Owed to Holder)		(Owed to Holder)
NextEra Energy common stock		NextEra Energy common stock		
+		+		
Contract		+		
Adjustment		Contract Adjustment		
Payment % of	Interest % of \$50	Payment % of		Interest % of
\$50	per year,	\$50		\$50 per year,
per year, payable	payable quarterly	per year, payable		payable quarterly
quarterly	(reset at the reset	quarterly		(reset at the reset
until	effective date and	until		effective date and
September 1, 2013	payable semi-annually	September 1, 2013		payable semi-annually at
(unless deferred)	at	(unless deferred)		reset rate thereafter)
	reset rate thereafter)			
(Owed to NextEra Energy)	(Owed to Holder)	(Owed to NextEra Energy)	(Owed to Holder)	(Owed to Holder)
\$50 payable at Settlement	\$50 payable at Maturity	\$50 payable at Settlement	\$50 payable at	\$50 payable at Maturity
(September 1, 2013)	(September 1, 2015)	(September 1, 2013)	Maturity	(September 1, 2015)
			(August 31, 2013)	

Corporate Unit

Treasury Unit

Notes:

- (1) Each holder will own a 1/20, or 5%, undivided beneficial ownership interest in, and will be entitled to a corresponding portion of each interest payment payable in respect of, an FPL Group Capital debenture in the principal amount of \$1,000.
- (2) The FPL Group Capital debentures mature on September 1, 2015.

The applicable ownership interests in the Treasury portfolio will be released to the holder of such transformed Corporate Unit, and will be tradable separately, following the successful remarketing of the FPL Group Capital debentures prior to the final three-day remarketing period, a special event redemption or a mandatory redemption.

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ILLUSTRATIVE REMARKETING TIMELINE

The following timeline is for illustrative purposes only. The dates in this timeline are based on the time periods set forth in the purchase contract agreement, pledge agreement and the remarketing agreement. These dates are subject to change based on changes in the number of business and/or trading days for the relevant periods.

Date	Event
Between February 26, 2013 and August 20, 2013 (third business day preceding March 1, 2013 to the ninth business day preceding September 1, 2013)	FPL Group Capital may elect, at its option and in its sole discretion, to remarket the FPL Group Capital debentures on any day during any three-day remarketing period during this period for early remarketing.
No later than February 1, 2013 (10 business days prior to the reset announcement date)	If FPL Group Capital elects to conduct a remarketing during the three-day remarketing period beginning February 26, 2013, FPL Group Capital will notify The Depository Trust Company (DTC) participants holding FPL Group Capital debentures, Corporate Units and Treasury Units of the remarketing period.
February 15, 2013 (sixth business day preceding the first remarketing date of the first possible three-day remarketing period during the period for early remarketing)	If FPL Group Capital elects to conduct a remarketing during the three-day remarketing period beginning February 26, 2013, this will be the reset announcement date and FPL Group Capital will make an announcement with respect to the remarketing period.
February 19, 2013 (business day following reset announcement date)	If FPL Group Capital elects to conduct a remarketing during the three-day remarketing period beginning February 26, 2013, FPL Group Capital will issue a press release not later than on the business day following the reset announcement date with respect to the

remarketing period.

On or prior to February 22, 2013
(the second business day prior to the first remarketing date of the first possible three-day remarketing period)

If FPL Group Capital elects to conduct a remarketing during the three-day remarketing period beginning February 26, 2013, this will be the:

- Last day prior to the three-day remarketing period beginning February 26, 2013 to create Treasury Units from Corporate Units and recreate Corporate Units from Treasury Units (holders may once again be able to create and recreate units after February 28, 2013 if all three remarketings are unsuccessful during such remarketing period).
- Last day prior to the three-day remarketing period beginning February 26, 2013 for holders of Corporate Units to settle the related purchase contracts early (holders may once again be able to early settle after February 28, 2013 if all three remarketings are

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unsuccessful during such remarketing period).

- Last day prior to the three-day remarketing period beginning February 26, 2013 for holders of separate FPL Group Capital debentures to give notice of their election to participate in such remarketing.

February 26, 2013 to February 28, 2013

Period for early remarketing (if FPL Group Capital elects to conduct a remarketing during the three-day remarketing period beginning February 26, 2013):

- If the remarketing is unsuccessful on each of the three business days during the three-day remarketing period, FPL Group Capital will issue a press release.

- If a remarketing on any business day during the three-day remarketing period is successful, the remarketing agent will purchase the Treasury portfolio.

If FPL Group Capital elects to conduct a remarketing during the three-day remarketing period beginning February 26, 2013 and the remarketing is successful, FPL Group Capital will request that DTC notify its participants no later than the business day following the successful remarketing date.

March 1, 2013

If a remarketing on any business day during the three-day period for early remarketing is successful, the reset rate will become effective.

Between February 26, 2013 and August 20, 2013
(third business day preceding March 1, 2013 to the ninth business day preceding September 1, 2013)

If FPL Group Capital has elected to remarket the FPL Group Capital debentures during any three-day remarketing period during the period for early remarketing and the remarketing was unsuccessful on each day, FPL Group Capital may elect to remarket the FPL Group Capital debentures during additional three-day remarketing periods. If FPL Group Capital elects to conduct such additional remarketings during the period for early remarketing, procedures similar to those described above with respect to a remarketing during the three-day remarketing period beginning February 26, 2013 will be followed.

No later than August 7, 2013
(10 business days prior to the reset announcement date)

Unless there was a successful remarketing during the period for early remarketing, FPL Group Capital will notify DTC participants holding FPL Group Capital debentures, Corporate Units and Treasury Units of the final three-day remarketing period.

August 21, 2013
(third business day preceding the first remarketing date of the final three-day remarketing period)

Unless there was a successful remarketing during the period for early remarketing, this will be the reset announcement date and FPL Group Capital will make an announcement with respect to the final three-day

	remarketing period.
On or prior to August 22, 2013 (the second business day prior to the first remarketing date of the final three-day remarketing period)	<p>Unless there was a successful remarketing during the period for early remarketing, this will be the:</p> <ul style="list-style-type: none"> • Last day prior to the final three-day remarketing period to create Treasury Units from Corporate Units and recreate Corporate Units from Treasury Units. • Last day prior to the final three-day remarketing period for holders of Corporate Units to settle the related purchase contracts early. • Last day prior to final three-day remarketing period for holders of separate FPL Group Capital debentures to give notice of their election to participate in such remarketing.
August 22, 2013 (business day following reset announcement date)	Unless there was a successful remarketing during the period for early remarketing, FPL Group Capital will issue a press release not later than on the business day following the reset announcement date with respect to the remarketing period.
August 22, 2013 (seventh business day prior to the purchase contract settlement date)	Last day for holders of Corporate Units (of which the applicable ownership interest in an FPL Group Capital debenture remains a component) to notify the purchase contract agent of any intention to pay cash to satisfy their obligation under the purchase contracts on the purchase contract settlement date.
August 23, 2013 (sixth business day prior to purchase contract settlement date)	Last day for holders of Corporate Units (of which the applicable ownership interest in an FPL Group Capital debenture remains a component) who have notified the purchase contract agent of their intention to pay cash to satisfy their obligations under the purchase contracts on the purchase contract settlement date to deliver the required cash payment to the collateral agent.
August 26, 2013 to August 28, 2013 (five to three business days prior to purchase contract settlement date)	FPL Group Capital will attempt a remarketing during the final three-day remarketing period if FPL Group Capital has not elected to conduct a remarketing during the period for early remarketing or each remarketing conducted during the period for early remarketing has been unsuccessful for any reason.
August 29, 2013 (second business day prior to the purchase contract settlement date)	Last day for holders of Corporate Units (of which the applicable ownership interest in an FPL Group Capital debenture is no longer a component) or Treasury Units to notify the purchase contract agent of any intention to pay cash to satisfy their obligation under the purchase contracts on the purchase contract settlement date.

<p>August 30, 2013 (business day prior to purchase contract settlement date)</p>	<p>Last day for holders of Corporate Units (of which the applicable ownership interest in an FPL Group Capital debenture is no longer a component) or Treasury Units who have notified the purchase contract agent of their intention to pay cash to satisfy their obligations under the purchase contracts on the purchase contract settlement date to deliver the required cash payment to the collateral agent.</p>
<p>September 1, 2013</p>	<p>Purchase contract settlement date, remarketing settlement date and reset effective date in connection with a successful final remarketing of the FPL Group Capital debentures during the final three-day remarketing period.</p>

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RISK FACTORS

The information in this section replaces the information in the Risk Factors section beginning on page 2 of the accompanying prospectus.

Before purchasing the securities, investors should carefully consider the following risk factors together with the risk factors and other information incorporated by reference or provided in the accompanying prospectus or in this prospectus supplement in order to evaluate an investment in the securities.

Risks Relating to NextEra Energy's and FPL Group Capital's Businesses

NextEra Energy's and FPL Group Capital's results of operations may be adversely affected by the extensive regulation of their businesses.

The operations of NextEra Energy and FPL Group Capital are subject to complex and comprehensive federal, state and other regulation. This extensive regulatory framework, some but not all of which is more specifically identified in the following risk factors, regulates, among other things, NextEra Energy's and FPL Group Capital's industry, rate and cost structure, operation of nuclear power facilities, construction and operation of generation, transmission and distribution facilities, acquisition, disposal, depreciation and amortization of assets and facilities, decommissioning costs, transmission reliability and present or prospective wholesale and retail competition. In their business planning and in the management of their operations, NextEra Energy and FPL Group Capital must address the effects of regulation on their businesses and proposed changes in the regulatory framework. Significant changes in the nature of the regulation of NextEra Energy's and FPL Group Capital's businesses could require changes to their business planning and management of their businesses and could adversely affect their results of operations and the value of their assets. NextEra Energy and its subsidiaries must periodically apply for licenses and permits from various local, state, federal and other regulatory authorities and abide by their respective orders. Should NextEra Energy or its subsidiaries be unsuccessful in obtaining necessary licenses or permits or should these regulatory authorities initiate any investigations or enforcement actions or impose penalties or disallowances on NextEra Energy or its subsidiaries, NextEra Energy's and FPL Group Capital's businesses could be adversely affected. NextEra Energy's results of operations also could be affected by Florida Power & Light Company's inability to negotiate or renegotiate franchise agreements on acceptable terms with municipalities and counties in Florida.

NextEra Energy's financial performance could be negatively affected if Florida Power & Light Company is unable to recover, in a timely manner, certain costs, a return on certain assets or an appropriate return on capital from its customers through regulated rates and cost recovery clauses.

Florida Power & Light Company is a regulated entity subject to the jurisdiction of the Florida Public Service Commission (FPSC) over a wide range of business activities, including, among other items, the retail rates charged to its customers, the terms and conditions of its services, procurement of electricity for its customers, issuance of securities, transfers of some utility assets and facilities to affiliates, and aspects of the siting and operation of its generating plants and transmission and distribution systems for the sale of electric energy. The FPSC also has the authority to disallow recovery by Florida Power & Light Company of costs that it considers excessive or imprudently incurred. The regulatory process, which may be adversely affected by the political, regulatory and economic environment in Florida and elsewhere, can restrict Florida Power & Light Company's ability to grow earnings and does not provide any assurance as to achievement of authorized or other earnings levels. NextEra Energy's financial condition and results of operations could be materially adversely affected if Florida Power & Light Company is unable to recover through retail base rates and cost recovery clauses any material amount of its costs in a timely manner, a return on certain assets or an appropriate return on capital.

Decisions of the FPSC have been and, in the future, may be adversely affected by the political, regulatory and economic environment in Florida and elsewhere and may adversely affect the financial condition and results of operations of NextEra Energy. These decisions may require, for example, Florida Power & Light Company to cancel or delay planned development activities and to reduce or delay other planned capital expenditures which could reduce the earnings potential of NextEra Energy.

NextEra Energy and FPL Group Capital are subject to federal regulatory compliance and proceedings which have significant compliance costs and expose them to substantial monetary penalties and other sanctions.

In addition to the regulatory risks that may affect NextEra Energy and FPL Group Capital discussed above, the extensive federal regulation of the operations of NextEra Energy and FPL Group Capital exposes the companies to significant and increasing compliance costs. NextEra Energy and FPL Group Capital also are subject to costs and other potentially adverse effects of regulatory investigations, proceedings, settlements, decisions and claims, including, among other items, potentially significant monetary penalties for non-compliance. As an example, under the Energy Policy Act of 2005, Florida Power & Light Company and NextEra Energy Resources, as owners and operators of bulk power transmission systems and/or electric generation facilities, are subject to mandatory reliability standards. Compliance with these mandatory reliability standards may subject NextEra Energy and FPL Group Capital to higher operating costs and may result in increased capital expenditures. If Florida Power & Light Company or NextEra Energy Resources is found not to be in compliance with these standards, it may incur substantial monetary penalties and other sanctions.

NextEra Energy and FPL Group Capital may be adversely affected by increased governmental and regulatory scrutiny or negative publicity.

From time to time, political and public sentiment may result in a significant amount of adverse press coverage and other adverse public statements affecting NextEra Energy, Florida Power & Light Company and FPL Group Capital. Adverse press coverage and other adverse statements may result in some type of investigation by regulators, legislators and law enforcement officials or in lawsuits. Responding to these investigations and lawsuits, regardless of the ultimate outcome of the proceeding, can divert the time and effort of NextEra Energy's, Florida Power & Light Company's and FPL Group Capital's senior management from their businesses. Addressing any adverse publicity, governmental scrutiny and legal and enforcement proceedings is time consuming and expensive and, regardless of the factual basis for the assertions being made, can also have a negative impact on the reputation of NextEra Energy, Florida Power & Light Company and FPL Group Capital and on the morale and performance of their employees, which could adversely affect their businesses and results of operations.

NextEra Energy's and FPL Group Capital's businesses are subject to risks associated with legislative and regulatory initiatives.

NextEra Energy and FPL Group Capital operate in a changing market environment influenced by various legislative and regulatory initiatives, including, for example, initiatives regarding regulation, deregulation or restructuring of the energy industry and regulation of the commodities trading markets. NextEra Energy and its subsidiaries will need to adapt to any changes and may face increasing costs and competitive pressures in doing so. NextEra Energy Resources produces the majority of its electricity from clean and renewable fuels, such as nuclear, natural gas, and wind, operates in the competitive segment of the electric industry, has targeted the competitive segments of the electric industry for future growth and relies on the efficient operation of the commodities trading markets. NextEra Energy's and FPL Group Capital's results of operations and growth prospects could be adversely affected as a result of future legislation or regulatory initiatives, including, but not limited to, those that reverse or restrict the competitive restructuring of the energy industry or the effective operation of the commodities trading markets.

NextEra Energy and FPL Group Capital are subject to numerous environmental laws and regulations that require capital expenditures, increase their cost of operations and may expose them to liabilities.

NextEra Energy and FPL Group Capital are subject to extensive federal, state, and local environmental statutes, rules, and regulations relating to air quality, water quality, climate change, greenhouse gas (GHG), including, but not limited to, carbon dioxide (CO₂) emissions, waste management, hazardous wastes, marine and wildlife mortality, natural resources, health, safety and renewable portfolio standards (RPS) that

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could, among other things, restrict the output of some existing facilities, limit the use of some fuels required for the production of electricity, require additional pollution control equipment, and otherwise increase costs. There are significant capital, operating and other costs associated with compliance with these environmental statutes, rules and regulations, and those costs could be even more significant in the future as a result of new legislation, the current trend toward more stringent standards, and stricter and more expansive application of existing environmental

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regulations. Violations of certain of these statutes, rules and regulations could expose NextEra Energy and FPL Group Capital to third party disputes and potentially significant monetary and criminal penalties, as well as other sanctions for non-compliance.

NextEra Energy's and FPL Group Capital's businesses could be negatively affected by federal or state laws or regulations mandating new or additional limits on the production of GHG emissions.

Federal or state laws or regulations may be adopted that would impose new or additional limits on GHG, including, but not limited to, CO₂ and methane, from electric generating units storing and combusting fossil fuels like coal and natural gas. The potential effects of such GHG emission limits on NextEra Energy's and FPL Group Capital's electric generating units are subject to significant uncertainties based on, among other things, the timing of the implementation of any new requirements, the required levels of emission reductions, the nature of any market-based or tax-based mechanisms adopted to facilitate reductions, the relative availability of GHG emission reduction offsets, the development of cost effective, commercial-scale carbon capture and storage technology and supporting regulations and liability mitigation measures, and the range of available compliance alternatives. While NextEra Energy's and FPL Group Capital's electric generating units emit GHGs at a lower rate of emissions than most of the U.S. electric generation sector, the results of operations of NextEra Energy and FPL Group Capital could be adversely affected to the extent that any new GHG emission limits, among other potential impacts:

- create substantial additional costs in the form of taxes or emission allowances;
- make some of NextEra Energy's and FPL Group Capital's electric generating units uneconomical to operate in the long term;
- require significant capital investment in carbon capture and storage technology, fuel switching, or the replacement of high-emitting generation facilities with lower-emitting generation facilities; or
- affect the availability or cost of fossil fuels.

The operation and maintenance of nuclear generation facilities involve risks that could result in fines or the closure of nuclear units owned by Florida Power & Light Company or NextEra Energy Resources and in increased costs and capital expenditures.

Florida Power & Light Company and NextEra Energy Resources own, or hold undivided interests in, eight nuclear generation units in four states. The operation and maintenance of the facilities involve inherent risks, including, but not limited to, the following:

The nuclear generation facilities are subject to environmental, health and financial risks, such as risks relating to site storage of spent nuclear fuel, the disposition of spent nuclear fuel, emissions of tritium and other radioactive elements in the event of a nuclear accident or failure or otherwise, the threat of a terrorist attack and other potential liabilities arising out of the ownership or operation of the facilities. Although Florida Power & Light Company and NextEra Energy Resources maintain decommissioning funds and external insurance coverage which are intended to minimize the financial exposure to some of these risks, the cost of decommissioning the facilities could exceed the amount available

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in the decommissioning funds, and the liability and property damages could exceed the amount of insurance coverage. In the event of an incident at any nuclear reactor in the United States, Florida Power & Light Company and NextEra Energy Resources could be assessed significant retrospective assessments and/or retrospective insurance premiums as a result of their participation in a secondary financial protection system and nuclear insurance mutual companies.

The U.S. Nuclear Regulatory Commission (NRC) has broad authority to impose licensing and safety-related requirements for the construction, operation and maintenance of nuclear generation facilities. In the event of non-compliance, the NRC has the authority to impose fines or shut down a nuclear unit, or to take both of these actions, depending upon its assessment of the severity of the situation, until compliance is achieved. NRC orders or new regulations related to increased security measures and any future safety requirements promulgated by the NRC could require Florida Power & Light Company and NextEra Energy Resources to incur substantial

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operating and capital expenditures at their nuclear generation facilities. In addition, any serious nuclear incident occurring at an Florida Power & Light Company or NextEra Energy Resources plant could result in substantial remediation costs and other expenses. A major incident at a nuclear facility anywhere in the world could cause the NRC to limit or prohibit the operation or licensing of any domestic nuclear unit. An incident at a nuclear facility anywhere in the world also could cause the NRC to impose additional conditions or other requirements on the industry, which could increase costs and result in additional capital expenditures.

The operating licenses for Florida Power & Light Company's and NextEra Energy Resources' nuclear generation facilities, other than Duane Arnold Energy Center (Duane Arnold), extend through at least 2030. In 2008, NextEra Energy Resources applied to extend Duane Arnold's operating license for an additional 20 years beyond its current expiration date of 2014. If the NRC does not renew the operating license for Duane Arnold or any of Florida Power & Light Company's or NextEra Energy Resources' nuclear generation units cannot be operated through the end of their respective operating licenses, NextEra Energy's or FPL Group Capital's results of operations could be adversely affected by increased depreciation rates, impairment charges and accelerated future decommissioning costs.

Terrorist threats and increased public scrutiny of nuclear generation facilities could result in increased nuclear licensing or compliance costs which are difficult or impossible to predict.

NextEra Energy's and FPL Group Capital's operating results could suffer if they do not proceed with projects under development or are unable to complete the construction of, and capital improvements to, generation, transmission, distribution and other facilities on schedule and within budget.

NextEra Energy and FPL Group Capital may incur significant costs for development of projects, including, but not limited to, preliminary engineering, permitting, legal, and other expenses before it can be established whether a project is feasible, economically attractive, or capable of being financed. The ability of NextEra Energy and FPL Group Capital to complete construction of, and capital improvement projects for, their generation, transmission, distribution and other facilities on schedule and within budget may be adversely affected by escalating costs for materials and labor and regulatory compliance, delays in obtaining permits and other approvals, disputes involving third parties, negative publicity, transmission interconnection issues and other factors or failures. If any development project or construction or capital improvement project is not completed or is delayed or subject to cost overruns, NextEra Energy's and FPL Group Capital's operational and financial results may be adversely affected. In any such event, among other matters, NextEra Energy and FPL Group Capital could be subject to additional costs, which, with respect to NextEra Energy, may not be recoverable at Florida Power & Light Company from ratepayers, termination payments under committed contracts, loss of tax credits or the write-off of their investment in the project.

The operation and maintenance of power generation, transmission and distribution facilities involve significant risks that could adversely affect the results of operations and financial condition of NextEra Energy and FPL Group Capital.

The operation and maintenance of power generation, transmission and distribution facilities involve many risks, such as those identified elsewhere in these risk factors and those arising due to:

- risks of start-up operations;

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- failures in the supply, availability or transportation of fuel;
- the impact of unusual or adverse weather conditions, including, but not limited to, natural disasters such as hurricanes, floods, earthquakes and droughts;
- performance below expected or contracted levels of output or efficiency;
- breakdown or failure of equipment, transmission and distribution lines or pipelines;

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- availability of replacement equipment;
- risks of human injury from energized equipment;
- availability of adequate water resources and ability to satisfy water discharge requirements;
- inability to properly manage or mitigate known equipment defects throughout NextEra Energy's and FPL Group Capital's generation fleets and transmission and distribution systems;
- use of new or unproven technology; and
- dependence on a specific fuel source.

The occurrence of any of these effects or events could result in, among other matters, lost revenues due to prolonged outages, increased expenses due to monetary penalties or fines, replacement equipment costs or an obligation to purchase or generate replacement power at potentially higher prices to meet contractual obligations. Insurance, warranties or performance guarantees may not cover any or all of the lost revenues or increased expenses. Breakdown or failure of an operating facility of NextEra Energy Resources, for example, may prevent NextEra Energy Resources from performing under applicable power sales agreements which, in some situations, could result in termination of the agreement or subject NextEra Energy Resources to liability for liquidated damages.

NextEra Energy's and FPL Group Capital's competitive energy business is subject to development and operating risks that could limit the revenue growth of this business and have other negative effects on NextEra Energy's and FPL Group Capital's results of operations and financial condition.

NextEra Energy and FPL Group Capital conduct their competitive energy business through NextEra Energy Resources. To operate successfully in the competitive wholesale energy markets, NextEra Energy Resources must, among other things, efficiently develop and operate its generating assets, procure adequate supplies of fuel and associated transportation at acceptable prices, successfully and timely complete project restructuring activities, maintain the qualifying facility status of certain projects and complete its energy deliveries in a timely manner. Its ability to do so is subject to a variety of risks. In addition to risks such as those identified elsewhere in these risk factors, risks that specifically affect NextEra Energy Resources' success in competitive wholesale markets include:

The ability of NextEra Energy Resources to develop electric power generation facilities may be affected by factors beyond its control, such as increased competition from other and new sources of power generation, excess generation capacity and shifting demand for power, legal and regulatory developments and general economic conditions. Risks related to project siting, financing, construction, permitting, governmental approvals and the negotiation of project agreements may impede development activities.

There can be significant volatility in market prices for fuel, electricity and renewable and other energy commodities. NextEra Energy Resources inability or failure to hedge effectively its assets or positions against changes in commodity prices, volumes, interest rates, counterparty credit risk or other risk measures could significantly impair NextEra Energy's and FPL Group Capital's results of operations.

A portion of NextEra Energy Resources' power generation facilities operate wholly or partially without long-term power purchase agreements. As a result, power from these facilities is sold on the spot market or on a short term contractual basis, which may increase the volatility of NextEra Energy's and FPL Group Capital's results of operations.

NextEra Energy Resources depends upon power transmission and natural gas transportation facilities owned and operated by others. If transmission or transportation of sufficient power or natural gas is unavailable or disrupted, NextEra Energy Resources' ability to sell and deliver its wholesale power or natural gas may be limited.

NextEra Energy's and FPL Group Capital's competitive energy business is dependent on continued public

policy support and governmental support for renewable energy, particularly wind and solar projects.

NextEra Energy's and FPL Group Capital's competitive energy business, NextEra Energy Resources, depends heavily on government policies that support renewable energy and enhance the economic feasibility of developing wind and solar energy projects. The federal government and several of the states in which NextEra Energy Resources operates or into which it sells power provide incentives that support the sale of energy from renewable sources, such as wind and solar energy.

The American Recovery and Reinvestment Act of 2009 includes, among other things, provisions that allow companies building wind facilities the option to choose among the following three investment cost recovery mechanisms: (1) production tax credits which were extended for wind facilities through 2012, (2) investment tax credits (ITCs) of 30% of the cost for qualifying wind facilities placed in service prior to 2013, or (3) an election to receive a cash grant of 30% of the cost of qualifying wind facilities placed in service in 2009 or 2010, or if construction began prior to December 31, 2010 and the wind facility is placed in service prior to 2013. An election to receive a cash grant of 30%, in lieu of the 30% ITC also applies to the cost of qualifying solar facilities placed in service in either 2009 or 2010, or if construction began prior to December 31, 2010 and the solar facility is placed in service prior to 2017. In order for NextEra Energy Resources to continue to economically develop wind and solar energy projects in the future, it will need to utilize the investment cost recovery mechanisms currently available as well as requiring similar public policy support in the future.

In addition to federal financial incentives, NextEra Energy Resources relies on state incentives that support the sale of energy generated from renewable sources, such as state adopted RPS which require electricity providers in the state to meet a certain percentage of their retail sales with energy from renewable sources. The legislation creating these RPS requirements, however, usually grants the relevant state public utility commission the ability to reduce electric supply companies' obligations to meet the RPS requirements in specified circumstances. Any reduction or elimination of the RPS requirements could result in less demand for generation from NextEra Energy Resources' wind and solar energy projects.

NextEra Energy and FPL Group Capital are subject to credit and performance risk from customers and suppliers.

NextEra Energy, FPL Group Capital and Florida Power & Light Company are exposed to risks associated with the creditworthiness and performance of their key customers and of their key vendors under contracts for the supply of equipment, materials, fuel and other goods and services required for their business operations and for the construction and operation of, and for capital improvements to, their facilities. Adverse conditions in the energy industry or the general economy, as well as circumstances of individual customers and vendors, may affect the ability of some customers and vendors to perform as required under their contracts. If any vendor fails to fulfill its contractual obligations, NextEra Energy, FPL Group Capital and Florida Power & Light Company may need to make arrangements with other suppliers, which could result in higher costs, untimely completion of power generation facilities and other projects, and/or a disruption of their operations. If the defaulting counterparty is in poor financial condition, NextEra Energy, FPL Group Capital and Florida Power & Light Company may not be able to recover damages for any contract breach.

NextEra Energy's results of operations may continue to be negatively affected by slower customer growth and customer usage in Florida Power & Light Company's service area.

NextEra Energy's results of operations are affected by the growth in customer accounts in Florida Power & Light Company's service area and by customer usage, each of which directly influences the demand for electricity and the need for additional power generation and power delivery facilities at Florida Power & Light Company. A lack of growth or slower growth in the number of Florida Power & Light Company's retail

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customers or in non weather related customer usage, such as that which has occurred over the past several years, could adversely affect NextEra Energy's results of operations. Customer growth and customer usage are affected by a number of factors outside the control of NextEra Energy, such as mandated energy efficiency measures, demand side management goals, and economic and demographic conditions in Florida and elsewhere such as population, job and income growth, housing starts and new business formation. As a result, NextEra Energy may make, but not fully realize the

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anticipated benefits from, significant investments and expenditures, which could adversely affect its results of operations.

NextEra Energy's and FPL Group Capital's financial position and results of operations are subject to risks associated with weather conditions, such as the impact of severe weather.

NextEra Energy's and FPL Group Capital's results of operations can be negatively affected by changes in the weather. Weather conditions directly influence the demand for electricity and natural gas, affect the price of energy commodities, and can affect the production of electricity at power generating facilities, including, but not limited to, wind, solar and hydro-powered facilities. For example, the level of wind resource affects the results of operations of wind generating facilities. Since the levels of wind, solar and hydro resources are variable and difficult to predict, NextEra Energy's and FPL Group Capital's results of operations for individual wind, solar and hydro facilities vary or may vary significantly from period to period depending on the level of available resources. To the extent that resources are not available at planned levels, the returns from these facilities may be less than expected.

In addition, NextEra Energy's and FPL Group Capital's financial position and results of operations would be affected by the impact of severe weather, such as hurricanes, floods and earthquakes, which can be destructive and cause power outages and property damage, affect fuel supply, and require NextEra Energy and FPL Group Capital to incur additional costs to restore service and repair damaged facilities. A disruption or failure of electric generation, transmission or distribution systems or natural gas transmission, storage or distribution systems in the event of a hurricane, tornado, or other severe weather event could prevent Florida Power & Light Company and NextEra Energy Resources from operating their businesses in the normal course. At Florida Power & Light Company, recovery of these costs to restore service and repair damaged facilities is subject to FPSC approval, and any determination by the FPSC not to permit timely and full recovery of the costs incurred would result in a negative financial impact on NextEra Energy.

Disruptions, uncertainty or volatility in the credit and capital markets may negatively affect NextEra Energy's and FPL Group Capital's ability to fund their liquidity and capital needs and to meet their growth objectives, and can also adversely impact the results of operations and financial condition of NextEra Energy and FPL Group Capital and exert downward pressure on the market price of NextEra Energy's common stock.

NextEra Energy, FPL Group Capital and Florida Power & Light Company rely on access to capital and credit markets as significant sources of liquidity for capital requirements and other operations not satisfied by operating cash flows. Disruptions, uncertainty or volatility in those credit and capital markets, such as conditions existing during periods in 2008 and 2009, could increase NextEra Energy's, FPL Group Capital's and Florida Power & Light Company's cost of capital. If NextEra Energy, FPL Group Capital and Florida Power & Light Company are unable to access regularly the credit and capital markets on terms that are reasonable, they may have to delay raising capital, issue shorter-term securities and/or incur an unfavorable cost of capital, which, in turn, could adversely affect their ability to grow their businesses and could contribute to lower earnings and reduced financial flexibility. The market price and trading volume of NextEra Energy's common stock are subject to fluctuations as a result of, among other factors, general stock market conditions and changes in market sentiment regarding the operations, business, growth prospects and financing strategies of NextEra Energy and its subsidiaries.

NextEra Energy's, FPL Group Capital's and Florida Power & Light Company's inability to maintain their current credit ratings may adversely affect NextEra Energy's, FPL Group Capital's and Florida Power & Light Company's liquidity, limit the ability of NextEra Energy, FPL Group Capital and Florida Power & Light Company to grow their businesses, and increase interest costs, while the liquidity of the companies also could be impaired by the inability of their credit providers to maintain their current credit ratings or to fund their credit commitments.

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The inability of NextEra Energy, FPL Group Capital and Florida Power & Light Company to maintain their current credit ratings could affect their ability to raise capital or obtain credit on favorable terms, which, in turn, could impact NextEra Energy's, FPL Group Capital's and Florida Power & Light Company's ability to grow their businesses, service indebtedness or repay borrowings, and would likely increase their interest costs. Some of the

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factors that can affect credit ratings are cash flows, liquidity, the amount of debt as a component of total capitalization, and political, legislative and regulatory actions. NextEra Energy, FPL Group Capital and Florida Power & Light Company cannot assure that one or more of their ratings will not be lowered or withdrawn entirely by a rating agency.

The inability of NextEra Energy's, FPL Group Capital's and Florida Power & Light Company's credit providers to maintain credit ratings acceptable under various agreements, or to fund their credit commitments, could require NextEra Energy, FPL Group Capital or Florida Power & Light Company, among other things, to renegotiate requirements in agreements, find an alternative credit provider with acceptable credit ratings to meet funding requirements, or post cash collateral.

The use of derivative contracts by NextEra Energy and FPL Group Capital in the normal course of business could result in financial losses or the payment of margin cash collateral that could adversely affect their results of operations or cash flows.

NextEra Energy and FPL Group Capital use derivative instruments, such as swaps, options, futures and forwards, some of which are traded in the over-the-counter markets or on exchanges, to manage their commodity and financial market risks, and to engage in trading and marketing activities. NextEra Energy and FPL Group Capital could recognize financial losses as a result of volatility in the market values of these derivative instruments, or if a counterparty fails to perform or make payments under these derivative instruments, and could suffer a reduction in operating cash flows as a result of the requirement to post margin cash collateral. In the absence of actively quoted market prices and pricing information from external sources, the valuation of these derivative instruments involves management's judgment or use of estimates. Although NextEra Energy and FPL Group Capital execute transactions in derivative instruments on either recognized exchanges or via the over-the-counter markets, depending on the most favorable credit and market execution factors, there is greater volatility and less liquidity in transactions executed in over-the-counter markets and, as a result, NextEra Energy and FPL Group Capital may not be able to execute such transactions in times of market volatility. As a result, changes in the underlying assumptions or use of alternative valuation methods could affect the reported fair value of these derivative instruments. In addition, Florida Power & Light Company's use of such instruments could be subject to prudence challenges and, if found imprudent, could result in disallowances of cost recovery for such use by the FPSC.

NextEra Energy and FPL Group Capital provide full energy and capacity requirement services, which include, for example, load-following services and various ancillary services, primarily to distribution utilities to satisfy all or a portion of such utilities' power supply obligations to their customers. The supply costs for these transactions may be affected by a number of factors, including, but not limited to, events that may occur after NextEra Energy and FPL Group Capital have committed to supply power, such as weather conditions, fluctuating prices for energy and ancillary services, and the ability of the distribution utilities' customers to elect to receive service from competing suppliers. If the supply costs are not favorable, NextEra Energy's and FPL Group Capital's operating costs could increase and result in the possibility of reduced earnings or incurring losses.

NextEra Energy and FPL Group Capital, through NextEra Energy Resources, are active participants in energy markets. The liquidity of regional energy markets is an important factor in NextEra Energy Resources' ability to manage risks in these operations. Over the past several years, other market participants have ended or significantly reduced their activities as a result of several factors, including, but not limited to, government investigations, changes in market design, and deteriorating credit quality. Liquidity in the energy markets can be adversely affected by price volatility, restrictions on the availability of credit, and other factors. As a result, reductions in liquidity may restrict the ability of NextEra Energy Resources to manage its risks, and this could negatively affect NextEra Energy's and FPL Group Capital's financial results.

NextEra Energy and FPL Group Capital have hedging and trading procedures and associated risk management tools, such as separate but complementary financial, credit, operational, compliance and legal reporting systems, internal controls, management review processes and other mechanisms, that may not work as planned. Risk management tools and metrics such as daily value at risk, earnings at risk, stop loss limits and liquidity guidelines are based on historical price movements. If price movements significantly or persistently deviate from historical behavior,

the risk management tools may not protect against significant losses. As a result of these and

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other factors, NextEra Energy and FPL Group Capital cannot predict with precision the impact that risk management decisions may have on their financial results.

NextEra Energy's and FPL Group Capital's ability to successfully identify, complete and integrate acquisitions is subject to significant risks, including, but not limited to, the effect of increased competition for acquisitions resulting from the consolidation of the power industry.

NextEra Energy and FPL Group Capital are likely to encounter significant competition for acquisition opportunities that may become available as a result of the consolidation of the power industry in general. In addition, NextEra Energy and FPL Group Capital may be unable to identify attractive acquisition opportunities at favorable prices and to complete and integrate them successfully and in a timely manner.

NextEra Energy and FPL Group Capital may be unable to meet their ongoing and future financial obligations and to pay dividends on their common stock if their subsidiaries are unable to pay upstream dividends or repay funds to NextEra Energy or FPL Group Capital or if NextEra Energy or FPL Group Capital are required to perform under guarantees of obligations of their subsidiaries.

NextEra Energy and FPL Group Capital are holding companies and, as such, have no material operations of their own. Substantially all of NextEra Energy's and FPL Group Capital's consolidated assets are held by subsidiaries. NextEra Energy's and FPL Group Capital's ability to meet their financial obligations, including, but not limited to, their guarantees, and to pay dividends on their common stock is primarily dependent on the subsidiaries' net income and cash flows, which are subject to the risks of their respective businesses, and their ability to pay upstream dividends or to repay funds. The subsidiaries have financial obligations, including, but not limited to, payment of debt service, which they must satisfy before they can fund NextEra Energy and FPL Group Capital. NextEra Energy's and FPL Group Capital's subsidiaries are separate legal entities and have no obligation to provide NextEra Energy or FPL Group Capital with funds for their payment obligations. In addition, the dividend-paying ability of some of the subsidiaries is limited by contractual restrictions which are contained in outstanding financing agreements and which may be included in future financing agreements. The future enactment of laws or regulations also may prohibit or restrict the ability of NextEra Energy's and FPL Group Capital's subsidiaries to pay upstream dividends or to repay funds. NextEra Energy guarantees many of the obligations of its consolidated subsidiaries, other than Florida Power & Light Company, through guarantee agreements with FPL Group Capital. FPL Group Capital guarantees many of the obligations of its consolidated subsidiaries through guarantee agreements. These guarantees may require NextEra Energy and FPL Group Capital to provide substantial funds to their subsidiaries or their creditors or counterparties at a time when NextEra Energy and FPL Group Capital are in need of liquidity to fund their own obligations or to pay dividends. In addition, in the event of a subsidiary's liquidation or reorganization, NextEra Energy's and FPL Group Capital's right to participate in a distribution of assets is subject to the prior claims of the subsidiary's creditors.

Changes in tax laws, as well as judgments and estimates used in the determination of tax-related asset and liability amounts, could adversely affect NextEra Energy's and FPL Group Capital's results of operations, financial condition and liquidity.

NextEra Energy's and FPL Group Capital's provision for income taxes and reporting of tax-related assets and liabilities requires significant judgments and the use of estimates. Amounts of tax-related assets and liabilities involve judgments and estimates of the timing and probability of recognition of income, deductions and tax credits, including, but not limited to, estimates for potential adverse outcomes regarding tax positions that have been taken and the ability to utilize tax benefit carryforwards, such as net operating loss and tax credit carryforwards. Actual income taxes could vary significantly from estimated amounts due to the future impacts of, among other things, changes in tax laws, regulations and interpretations, financial condition and results of operations of NextEra Energy and its subsidiaries, as well as the resolution of audit issues raised by taxing authorities. Ultimate resolution of income tax matters may result in material adjustments to tax-related assets and liabilities which could impact, either positively or negatively, NextEra Energy's and FPL Group Capital's results of operations, financial condition and liquidity.

NextEra Energy's and FPL Group Capital's retail businesses are subject to the risk that sensitive customer data may be compromised, which could result in an adverse impact to their reputation and/or the results of

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operations of the retail business.

NextEra Energy's and FPL Group Capital's retail businesses require access to sensitive customer data in the ordinary course of business. NextEra Energy's and FPL Group Capital's retail business may also need to provide sensitive customer data to vendors and service providers who require access to this information in order to provide services, such as call center services, to the retail business. If a significant breach occurred, the reputation of NextEra Energy's and FPL Group Capital's retail business could be adversely affected, customer confidence could be diminished, customer information could be used for identity theft purposes, or NextEra Energy's and FPL Group Capital's retail business could be subject to legal claims, any of which may have a negative impact on the business and/or results of operations.

A failure in NextEra Energy's and FPL Group Capital's operational systems or infrastructure, or those of third parties, could impair their liquidity, disrupt their businesses, result in the disclosure of confidential information and cause losses.

NextEra Energy's and FPL Group Capital's businesses are highly dependent on their ability to process and monitor, on a daily basis, a very large number of transactions, many of which are highly complex, and cross numerous and diverse markets. Due to the size, scope and geographical reach of NextEra Energy's and FPL Group Capital's businesses, and due to the complexity of the process of power generation, transmission and distribution, the development and maintenance of NextEra Energy's and FPL Group Capital's operational systems and infrastructure is challenging. NextEra Energy and FPL Group Capital's operating systems and facilities may fail to operate properly or become disabled as a result of events that are within their control, such as operator error, and that are wholly or partially outside of their control, such as a result of severe weather or terrorist activities. Any such failure or disabling event could adversely affect NextEra Energy's and FPL Group Capital's ability to process transactions and provide services.

NextEra Energy and FPL Group Capital also face the risks of operational failure, termination, or capacity constraints of third parties providing electric and gas transmission services, particularly those at NextEra Energy Resources.

Threats of terrorism and catastrophic events that could result from terrorism, cyber attacks, or individuals and/or groups attempting to disrupt NextEra Energy's and FPL Group Capital's businesses may impact the operations of NextEra Energy and FPL Group Capital in unpredictable ways and could adversely affect NextEra Energy's and FPL Group Capital's results of operations, financial condition and liquidity.

NextEra Energy and FPL Group Capital are subject to the potentially adverse operating and financial effects of terrorist acts and threats, as well as cyber attacks and other disruptive activities of individuals or groups. NextEra Energy's and FPL Group Capital's generation, transmission and distribution facilities, fuel storage facilities, information technology systems and other infrastructure facilities and systems and physical assets, could be direct targets of, or indirectly affected by, such activities. Terrorist acts or other similar events could harm NextEra Energy's and FPL Group Capital's businesses by limiting their ability to generate, purchase or transmit power and by delaying their development and construction of new generating facilities and capital improvements to existing facilities. These events, and governmental actions in response, could result in a material decrease in revenues and significant additional costs to repair and insure NextEra Energy's and FPL Group Capital's assets, and could adversely affect NextEra Energy's and FPL Group Capital's operations by contributing to disruption of supplies and markets for natural gas, oil and other fuels. They could also impair NextEra Energy's and FPL Group Capital's ability to raise capital by contributing to financial instability and lower economic activity.

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NextEra Energy and FPL Group Capital operate in a highly regulated industry that requires the continued operation of sophisticated information technology systems and network infrastructure. Despite NextEra Energy's and FPL Group Capital's implementation of security measures, all of their technology systems are vulnerable to disability, failures or unauthorized access due to such activities. If NextEra Energy's or FPL Group Capital's technology systems were to fail or be breached and be unable to recover in a timely way, NextEra Energy and FPL Group Capital would be unable to fulfill critical business functions, and sensitive confidential and other data could be compromised, which could have a material adverse effect on NextEra Energy's and FPL Group Capital's results of operations, financial condition and liquidity.

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The implementation of security guidelines and measures and maintenance of insurance, to the extent available, addressing such activities could increase costs. These types of events could materially adversely affect NextEra Energy's and FPL Group Capital's results of operations, financial condition and liquidity. In addition, these types of events could require significant management attention and resources, and could adversely affect NextEra Energy's and FPL Group Capital's reputation among customers and the public.

The ability of NextEra Energy and FPL Group Capital to obtain insurance and the terms of any available insurance coverage could be adversely affected by international, national, state or local events and company-specific events, as well as the financial condition of insurers. NextEra Energy's and FPL Group Capital's insurance coverage may not provide protection against all significant losses.

The ability of NextEra Energy, FPL Group Capital and Florida Power & Light Company to obtain insurance, as well as the cost and coverage of such insurance, could be affected by developments affecting their businesses, as well as by international, national, state or local events, as well as the financial condition of insurers. Insurance coverage may not continue to be available at all or at rates or on terms similar to those presently available to NextEra Energy, FPL Group Capital and Florida Power & Light Company. A loss for which NextEra Energy, FPL Group Capital and Florida Power & Light Company are not fully insured could materially and adversely affect their financial condition and results of operations. NextEra Energy's, FPL Group Capital's and Florida Power & Light Company's insurance may not be sufficient or effective under all circumstances and against all hazards or liabilities to which the companies may be subject.

The businesses and results of operations of NextEra Energy and FPL Group Capital could be negatively affected by the lack of a qualified workforce, work strikes or stoppages and increasing personnel costs.

NextEra Energy, FPL Group Capital and Florida Power & Light Company may not be able effectively and profitably to obtain new customers, or grow their customer base, service existing customers and meet their other business plan goals if they do not attract and retain a qualified workforce. The lack of a qualified workforce, including, for example, the loss or retirement of key executives and other employees, may adversely affect service and productivity and contribute to higher training and safety costs. Over the next several years, a significant portion of NextEra Energy's, FPL Group Capital's and Florida Power & Light Company's workforce, including, but not limited to, many workers with specialized skills maintaining and servicing the nuclear generation facilities and electrical infrastructure, will be eligible to retire. Such highly skilled individuals may not be able to be replaced quickly due to the technically complex work they perform. Personnel costs also may increase due to inflationary or competitive pressures on payroll and benefits costs and revised terms of collective bargaining agreements with union employees. Employee strikes or work stoppages could disrupt operations and lead to a loss of customers and revenue.

Poor market performance and other economic factors could affect NextEra Energy's nuclear decommissioning funds' asset value or defined benefit pension plan's funded status, which may adversely affect NextEra Energy's liquidity and financial results.

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NextEra Energy, FPL Group Capital and Florida Power & Light Company are required to maintain decommissioning funds to satisfy their future obligations to decommission their nuclear power plants. In addition, NextEra Energy sponsors a qualified noncontributory defined benefit pension plan for substantially all employees of NextEra Energy and its subsidiaries. A decline in the market value of the assets held in the decommissioning funds or in the defined benefit pension plan due to poor investment performance or other factors may increase the funding requirements for these obligations. Moreover, NextEra Energy's defined benefit pension plan is sensitive to changes in interest rates, since, as interest rates decrease the funding liabilities increase, potentially increasing benefits costs and funding requirements. Any increase in benefits costs or funding requirements may have an adverse effect on NextEra Energy's and FPL Group Capital's liquidity and financial results.

Increasing costs associated with health care plans may adversely affect NextEra Energy's and FPL Group Capital's results of operations, financial position and liquidity.

The costs of providing health care benefits to employees and retirees have increased substantially in recent years. NextEra Energy and FPL Group Capital believe that their employee benefit costs, including costs related to

health care plans for employees and former employees, will continue to rise. The increasing costs and funding requirements associated with NextEra Energy's health care plans may adversely affect the company's results of operations, financial position and liquidity.

Risks Relating to the Equity Units

Investors assume the risk that the market value of NextEra Energy common stock may decline.

Holders of Equity Units will have an obligation to buy shares of NextEra Energy common stock pursuant to the purchase contract on the purchase contract settlement date at a fixed price. The number of shares of NextEra Energy common stock that a holder will purchase on the purchase contract settlement date is not fixed, but is based on a settlement rate that will depend on the closing price of NextEra Energy common stock on each day of a specified 20-trading day period preceding the purchase contract settlement date. The market value of NextEra Energy common stock a holder will purchase on the purchase contract settlement date may be materially lower than the price that the purchase contract requires a holder to pay. Accordingly, Equity Unit holders assume the risk that the market value of NextEra Energy common stock may be lower than the price that the purchase contract requires a holder to pay and that the difference could be substantial.

A holder of Equity Units will receive only a portion of any appreciation in the price of NextEra Energy common stock price and only if the appreciation of NextEra Energy common stock exceeds a specified threshold.

The opportunity for equity appreciation afforded by investing in the Equity Units will generally be less than if a holder of Equity Units invested directly in NextEra Energy common stock.

In particular, on each of the 20 trading days used to calculate the number of shares of NextEra Energy common stock delivered on the purchase contract settlement date, a formula will be applied under which a holder of Equity Units will receive none of the appreciation in the value of NextEra Energy common stock between the reference price and the threshold appreciation price as of that date.

In addition, because the amount delivered will be based on the market price on each of the 20 trading days during that period, the shares of NextEra Energy common stock a holder receives may be worth less than the shares of NextEra Energy common stock that would have been received under the formula had the amounts been calculated based on the closing price on the purchase contract settlement date.

The trading price of NextEra Energy common stock, the general level of interest rates and NextEra Energy's and FPL Group Capital's credit quality will directly affect the trading prices for the Equity Units.

The trading prices of Corporate Units and Treasury Units in the secondary market will be directly affected by the trading prices of NextEra Energy common stock, the general level of interest rates and NextEra Energy's and FPL Group Capital's credit quality. It is impossible to predict whether the price of NextEra Energy common stock or interest rates will rise or fall. Trading prices of NextEra Energy common stock and the Equity Units will be influenced by NextEra Energy's operating results and prospects and by economic, financial and other factors. In addition,

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general market conditions, including the level of, and fluctuations in, the trading prices of stocks generally, and sales or other issuances by NextEra Energy of substantial amounts of its common stock (or securities convertible into, or that may otherwise be settled in, shares of common stock) in the market after the offering of the Equity Units, or the perception that such sales or other issuances could occur, could affect the price of NextEra Energy common stock.

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

The market price of the NextEra Energy common stock has been, and may continue to be, subject to significant fluctuations due to factors relating to the operating performance of NextEra Energy and its subsidiaries

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and conditions in the electric utility industry, including the factors incorporated by reference or provided in this prospectus supplement or in the accompanying 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 issued by many companies, including NextEra Energy 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 NextEra Energy and its subsidiaries, and these fluctuations could materially reduce NextEra Energy's stock price.

Fluctuations in interest rates may give rise to arbitrage opportunities, which would affect the trading prices of the Equity Units, FPL Group Capital debentures and NextEra Energy common stock.

Fluctuations in interest rates may give rise to arbitrage opportunities based upon changes in the relative value of NextEra Energy common stock underlying the purchase contracts and of the other components of the Equity Units. Any such arbitrage could, in turn, affect the trading prices of the Corporate Units, Treasury Units, FPL Group Capital debentures and NextEra Energy common stock.

Holders of Equity Units will not be entitled to any rights with respect to NextEra Energy common stock, but will be subject to all changes made with respect to NextEra Energy common stock.

Holders of Equity Units will not be entitled to any rights with respect to NextEra Energy common stock (including, without limitation, voting rights, rights to receive any dividends or other distributions on NextEra Energy common stock), but will be subject to all changes affecting NextEra Energy common stock. Holders of Equity Units will only be entitled to rights on NextEra Energy common stock if and when NextEra Energy delivers shares of NextEra Energy common stock upon settlement of purchase contracts on September 1, 2013 (and then, only with respect to the shares actually delivered on or before such date), or as a result of early settlement of a purchase contract, as the case may be, and the applicable record date, if any, for the exercise of rights or the receipt of dividends or other distributions occurs after that date. For example, in the event that an amendment is proposed to NextEra Energy's restated articles of incorporation, or Charter, or bylaws requiring shareholder approval and the record date for determining the shareholders of record entitled to vote on the amendment occurs prior to delivery of NextEra Energy common stock to holders of Equity Units, those holders will not be entitled to vote on the amendment, although they will nevertheless be subject to any changes in the powers, preferences or special rights of NextEra Energy common stock.

The delivery of make-whole shares upon a fundamental change early settlement may not adequately compensate a holder.

If a fundamental change (as defined below under Description of the Purchase Contracts Early Settlement upon a Fundamental Change) occurs and a holder of Equity Units exercises its fundamental change early settlement right, such holder will be entitled to receive additional value in respect of make-whole shares unless the price paid per share of NextEra Energy common stock upon a fundamental change is in excess of \$ subject to adjustment. A description of how the make-whole shares will be determined is set forth under Description of the Purchase Contracts Early Settlement upon a Fundamental Change Calculation of the Number of Make-Whole Shares. Although the make-whole shares are designed to compensate a holder of Equity Units for the lost value of its Equity Units as a result of a fundamental change, this feature may not adequately compensate a holder for such loss.

NextEra Energy may issue additional shares of its common stock and thereby materially and adversely affect the price of its common stock. The Equity Units provide limited settlement rate adjustments.

The number of shares of NextEra Energy common stock that holders of Equity Units are entitled to receive on the purchase contract settlement date, or as a result of early settlement of a purchase contract, is subject to adjustment for certain events arising from stock splits and combinations, stock dividends, certain cash dividends and certain other actions by NextEra Energy that modify its capital structure. See Description of the Purchase Contracts Anti-dilution Adjustments. NextEra Energy will not adjust the number of shares of NextEra Energy common stock that the holders are to receive on the purchase contract settlement date, or as a result of early

settlement of a purchase contract, for other events, including offerings of common stock by NextEra Energy for cash, or securities convertible or exchangeable for NextEra Energy common stock or in connection with acquisitions or issuances pursuant to any employment contract, benefit plan or other similar arrangement with or for the benefit of employees, officers, directors, consultants or agents or a stock purchase or dividend reinvestment plan. There can be no assurance that an event that adversely affects the value of the Equity Units, but does not result in an adjustment to the settlement rate, will not occur. Further, NextEra Energy is not restricted from issuing additional common stock during the term of the purchase contracts and has no obligation to consider the interests of holders of Equity Units for any reason. If NextEra Energy issues additional shares of its common stock, that issuance may materially and adversely affect the price of NextEra Energy common stock and, because of the relationship of the number of shares to be received on the purchase contract settlement date to the price of NextEra Energy common stock, such other events may adversely affect the trading price of Corporate Units or Treasury Units.

The Corporate Units, Treasury Units and FPL Group Capital debentures have no prior public market, and there can be no assurance that an active trading market will develop.

Prior to this offering, there has not been a market for the Corporate Units, Treasury Units or FPL Group Capital debentures. Neither NextEra Energy nor FPL Group Capital has any obligation or current intention to apply for listing of the Corporate Units, the Treasury Units or the FPL Group Capital debentures on any securities exchange. There can be no assurance as to the liquidity of any secondary market that may develop for the Corporate Units, the Treasury Units or the FPL Group Capital debentures, a holder's ability to sell these securities or whether a trading market, if it develops, will continue. In addition, in the event a holder were to substitute Treasury securities for FPL Group Capital debentures or FPL Group Capital debentures for Treasury securities, thereby converting Corporate Units to Treasury Units or Treasury Units to Corporate Units, as the case may be, the liquidity of Corporate Units or Treasury Units could be adversely affected.

An Equity Unit holder's rights to the pledged securities will be subject to NextEra Energy's security interest and may be affected by a bankruptcy proceeding.

Although holders of Equity Units will be the beneficial owners of the applicable ownership interests in the related FPL Group Capital debentures, Treasury securities or Treasury portfolio, as the case may be, those underlying applicable ownership interests in the FPL Group Capital debentures, Treasury securities or Treasury portfolio will be pledged to NextEra Energy through the collateral agent to secure the holders obligations under the related purchase contracts. Thus, the holders' rights to the pledged securities will be subject to NextEra Energy's security interest. Additionally, notwithstanding the automatic termination of the purchase contracts in the event that NextEra Energy becomes the subject of a case under the U.S. Bankruptcy Code, the delivery of the pledged securities to holders of Equity Units may be delayed by the imposition of the automatic stay of Section 362 of the U.S. Bankruptcy Code. Moreover, claims arising out of the FPL Group Capital debentures will be subject to the equitable jurisdiction and powers of the bankruptcy court.

FPL Group Capital may redeem the FPL Group Capital debentures upon the occurrence of a special event.

FPL Group Capital has the option to redeem the FPL Group Capital debentures, upon at least 30 but not more than 60 days prior written notice, in whole but not in part, if a special event occurs and continues under the circumstances described in this prospectus supplement under "Certain Terms of the FPL Group Capital Debentures—Special Event Redemption." If FPL Group Capital exercises this option, it will redeem the FPL Group Capital debentures at the redemption amount plus accrued and unpaid interest, if any. If FPL Group Capital redeems the FPL Group Capital debentures, it will pay the redemption amount in cash to the holders of the FPL Group Capital debentures that are not part of the Corporate Units. If the special event redemption occurs prior to a successful remarketing of the FPL Group Capital debentures, or if the FPL Group Capital debentures are not successfully remarketed prior to the purchase contract settlement date, the redemption price for the FPL Group Capital debentures forming a component of the Corporate Units at the time of the special event redemption will be distributed to the collateral agent, who in turn will purchase the Treasury portfolio described below on behalf of the holders of those Corporate Units and remit the

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remainder of the redemption price, if any, to the purchase contract agent for payment to the holders. The Treasury portfolio will be substituted for FPL Group Capital debentures and will be pledged to NextEra Energy through the collateral agent to secure the Corporate Unit holders obligations to purchase NextEra Energy common stock under the purchase contracts. Holders of FPL Group Capital debentures

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that are not components of Corporate Units will receive redemption payments directly. There can be no assurance as to the impact on the market prices for the Corporate Units if the Treasury portfolio is substituted as collateral in place of the FPL Group Capital debentures so redeemed. A special event redemption will be a taxable event to the holders of the FPL Group Capital debentures.

FPL Group Capital and NextEra Energy are each holding companies. The indenture does not limit the amount of debt or preferred stock that FPL Group Capital, NextEra Energy or their respective subsidiaries may issue or incur. The claims of creditors and holders of preferred stock of FPL Group Capital's subsidiaries are effectively senior to claims of holders of FPL Group Capital debentures. The claims of creditors and holders of preferred stock of NextEra Energy's subsidiaries are effectively senior to claims of holders of FPL Group Capital debentures under NextEra Energy's guarantee thereof and to claims of the holders of the Equity Units. In addition, contract adjustment payments will be subordinated obligations of NextEra Energy.

The FPL Group Capital debentures will be issued as a new series of unsecured debt securities under an indenture between FPL Group Capital and The Bank of New York Mellon, as trustee, and will rank equally and ratably in right of payment with all of FPL Group Capital's other unsecured and unsubordinated obligations. NextEra Energy has agreed to absolutely, irrevocably and unconditionally guarantee the payment of principal, interest and premium, if any, on the FPL Group Capital debentures. The indenture does not limit FPL Group Capital's or NextEra Energy's ability to issue or incur other unsecured debt. The guarantee does not limit the amount of other indebtedness, including guarantees, that NextEra Energy may incur or issue.

The indenture provides that FPL Group Capital may not grant a lien on the capital stock of any of its majority-owned subsidiaries, which shares of capital stock FPL Group Capital now or hereafter directly owns to secure debt obligations of FPL Group Capital without similarly securing the FPL Group Capital debentures, with certain exceptions. However, the indenture does not limit in any manner the ability of:

- FPL Group Capital to place liens on any of its assets other than the capital stock of directly held, majority-owned subsidiaries,
- FPL Group Capital or NextEra Energy to cause the transfer of its assets or those of its subsidiaries, including the capital stock covered by the foregoing restrictions,
- NextEra Energy to place liens on any of its assets, or
- any of the direct or indirect subsidiaries of FPL Group Capital or NextEra Energy (other than FPL Group Capital) to place liens on any of their assets.

NextEra Energy and FPL Group Capital are each holding companies that derive substantially all of their income from their respective operating subsidiaries. Accordingly, the ability of FPL Group Capital to service its debt, including its obligations under the FPL Group Capital debentures, and the ability of NextEra Energy to service its debt, including its obligations under the guarantee of the FPL Group Capital debentures, and other obligations are primarily dependent on the earnings of their respective subsidiaries and the payment of those earnings to FPL Group Capital and NextEra Energy, respectively, in the form of dividends, loans or advances and through repayment of loans or advances from FPL Group Capital and NextEra Energy, respectively. In addition, any payment of dividends, loans or advances by those subsidiaries

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could be subject to statutory or contractual restrictions. The subsidiaries of FPL Group Capital are separate and distinct legal entities and have no obligation to pay any amounts due on the FPL Group Capital debentures, and the subsidiaries of NextEra Energy are separate and distinct legal entities and have no obligation to pay any amounts due under NextEra Energy's guarantee of the FPL Group Capital debentures.

Therefore, the FPL Group Capital debentures, NextEra Energy's obligations under the guarantee of FPL Group Capital debentures and NextEra Energy's obligations with respect to the Equity Units will be effectively subordinated to existing and future obligations, including debt and preferred stock at the subsidiary level. Upon liquidation or reorganization of a subsidiary of FPL Group Capital, the claims of that subsidiary's creditors and

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preferred shareholders generally will be paid before payments can be made to FPL Group Capital that could be applied to payments on the FPL Group Capital debentures, NextEra Energy's obligations under the guarantee of FPL Group Capital debentures or NextEra Energy's obligations with respect to the Equity Units or to other creditors of FPL Group Capital or NextEra Energy, respectively. In addition, NextEra Energy's obligations with respect to contract adjustment payments will be subordinate and junior in right of payment to its obligations under any of its existing or future senior indebtedness.

NextEra Energy'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 NextEra Energy's dividend-paying ability in specified circumstances.

NextEra Energy is a holding company that conducts substantially all of its operations through its subsidiaries. The ability of NextEra Energy 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 NextEra Energy, and NextEra Energy's other subsidiaries, to pay dividends to NextEra Energy, which is subject to the risks affecting the businesses of such subsidiaries; and
- contractual restrictions applicable to NextEra Energy and some of its subsidiaries.

Florida Power & Light Company is subject to the terms of its Mortgage and Deed of Trust, dated as of January 1, 1944, between Florida Power & Light Company and Deutsche Bank Trust Company Americas, as trustee, as amended and supplemented (the "Mortgage"), that secures its obligations under 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 NextEra Energy.

Other restrictions on the dividend-paying ability of NextEra Energy or its subsidiaries are contained in outstanding financing arrangements, and may be included in future financial arrangements. In the event that NextEra Energy exercises its option to defer the payment of contract adjustment payments on the purchase contracts that form a part of the Equity Units, or on purchase contracts that form a part of previously-issued equity units, then, until the deferred contract adjustment payments have been paid, NextEra Energy will not be able, with limited exceptions, to pay dividends on the common stock. FPL Group Capital, a subsidiary of NextEra Energy, has issued junior subordinated debentures that are guaranteed by NextEra Energy. 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 series of such securities, and on one or more occasions for up to ten consecutive years, in the case of other series of such securities. NextEra Energy, Florida Power & Light Company or FPL Group Capital may issue, from time to time, additional equity units, junior subordinated debentures or other securities that (1) provide them with rights to defer the payment of interest or other payments and (2) contain dividend restrictions in the event of the exercise of such rights. If NextEra Energy, or FPL Group Capital were to exercise any right to defer interest or other payments on currently outstanding or future equity units, series of junior subordinated debentures or other securities, or if there were to occur certain payment defaults on those securities, NextEra Energy would not be able, with limited exceptions, to pay dividends on the common stock during the periods in which such payments were deferred or such payment defaults continued. If Florida Power & Light Company were to exercise any such right to defer the payment of interest or other payments, it would not be able, with limited exceptions, to pay dividends to any holder of its common stock or preferred stock, including NextEra Energy, during the periods in which such payments were deferred. In addition, NextEra Energy, FPL Group Capital and Florida Power & Light Company might issue other securities in the future containing similar or other restrictions on NextEra Energy's ability to pay dividends on the common stock and on Florida Power & Light Company's ability to pay dividends to any holder of its common stock or preferred stock, including NextEra Energy.

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The right of the holders of common stock to receive dividends might become subject to the preferential dividend, redemption, sinking fund or other rights of the holders of any series of preferred stock that may be issued in the future by NextEra Energy, and the right of the holders of common or preferred stock of FPL Group Capital or Florida Power & Light Company to receive dividends might become subject to the preferential dividend.

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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 Capital or Florida Power & Light Company, as the case may be.

NextEra Energy may defer contract adjustment payments, and this may have an adverse effect on the trading prices of the Equity Units.

NextEra Energy has the option to defer the payment of contract adjustment payments on the purchase contracts forming a part of the Equity Units until no later than September 1, 2013. However, deferred contract adjustment payments will bear interest at the rate of % per year (compounded quarterly) until paid. If NextEra Energy exercises its right to defer contract adjustment payments, the market price of the Equity Units is likely to be adversely affected. As a result of the existence of NextEra Energy's deferral rights, the market price of the Equity Units may be more volatile than the market prices of other securities that are not subject to these optional deferrals.

Contract adjustment payments will terminate in bankruptcy.

If the purchase contracts are terminated due to NextEra Energy's bankruptcy, insolvency or reorganization, the right to receive contract adjustment payments and deferred contract adjustment payments, if any, will also terminate.

Because the FPL Group Capital debentures will be issued with OID, holders of Corporate Units and separate FPL Group Capital debentures will have to include interest in their taxable income before they receive cash.

FPL Group Capital intends to treat the FPL Group Capital debentures as contingent payment debt instruments for U.S. federal income tax purposes. Accordingly, the FPL Group Capital debentures will be treated as issued with OID. OID will accrue from the issue date of the FPL Group Capital debentures and will be included in the gross income of holders of Corporate Units and separate FPL Group Capital debentures for U.S. federal income tax purposes before the holders receive the cash payments to which the income is attributable. See Material Federal Income Tax Consequences U.S. Holders FPL Group Capital Debentures Original Issue Discount in this prospectus supplement.

A holder of Equity Units may have to pay taxes with respect to constructive distributions on NextEra Energy common stock notwithstanding the fact that the holder does not actually receive the distribution.

The number of shares of NextEra Energy common stock that a holder of Equity Units is entitled to receive on the purchase contract settlement date or as a result of early settlement of a purchase contract, is subject to adjustment for certain events arising from stock splits and combinations, stock dividends, certain cash dividends and certain other actions by NextEra Energy that modify its capital structure. See Description of the Purchase Contracts Anti-dilution Adjustments. The adjustment of the settlement rate (or a failure to adjust the settlement rate) may result in a constructive distribution that is taxable to holders of Equity Units for U.S. federal income tax purposes in the year of such constructive distribution notwithstanding the fact that the holders do not actually receive any distribution related thereto. In addition, non-U.S. holders of Equity Units may, in certain circumstances, be subject to U.S. federal withholding tax on the amount of such a constructive distribution. See Material Federal Income Tax Consequences.

A holder of Equity Units may not be able to exercise its right to settle a purchase contract prior to the purchase contract settlement date unless a registration statement under the Securities Act is in effect and a prospectus is available covering the shares of common stock deliverable upon early settlement of a purchase contract.

The early settlement right under the purchase contracts is subject to the condition that, if required under the U.S. federal securities laws, NextEra Energy has a registration statement under the Securities Act in effect and an available prospectus covering the shares of common stock and other securities, if any, deliverable upon settlement of a purchase contract. Although NextEra Energy has agreed to use its commercially reasonable efforts to have such a registration statement in effect and to provide a prospectus if so required under the U.S. federal securities laws, any failure or inability to maintain an effective registration statement or to have available a prospectus covering the

common stock, including as a result of pending corporate events or announcements that prevent the delivery of a current prospectus, may prevent or delay an early settlement.

The trading price of the FPL Group Capital debentures may not fully reflect the value of accrued but unpaid interest.

The FPL Group Capital debentures may trade at prices that do not fully reflect the value of accrued but unpaid interest. If holders dispose of their FPL Group Capital debentures between record dates for interest payments, those holders will be required to include in gross income the daily portions of OID through the date of disposition as ordinary income, and to add this amount to their adjusted tax basis in the FPL Group Capital debentures disposed of. To the extent the selling price is less than a holder's adjusted tax basis (which will include accruals of OID through the date of sale), the holder will recognize a loss. Some or all of this loss may be capital in nature, and the deductibility of capital losses for U.S. federal income tax purposes is subject to certain limitations.

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

Provisions in NextEra Energy'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 NextEra Energy's board of directors and management oppose even if a change in control of NextEra Energy 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 NextEra Energy 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;
- 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

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some cases, unless specified minimum price and procedural requirements are met;

- require any action by shareholders to amend or repeal the NextEra Energy 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 NextEra Energy 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

NextEra Energy 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, NextEra Energy 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 NextEra Energy'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 NextEra Energy'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 NextEra Energy 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 NextEra Energy or otherwise could adversely affect the market price of the common stock.

SELECTED CONSOLIDATED INCOME STATEMENT DATA OF NEXTERA ENERGY AND SUBSIDIARIES

The following material, which is presented in this prospectus supplement solely to furnish limited introductory information, is qualified in its entirety by, and should be considered in conjunction with, the more detailed information incorporated by reference or provided in this prospectus supplement or in the accompanying prospectus. In the opinion of NextEra Energy, all adjustments (consisting of normal recurring accruals) considered necessary for a fair financial statement presentation of the results of operations for the six months ended June 30, 2010 and 2009 have been made. The results of operations for an interim period generally will not give a true indication of results for the year.

	Six Months Ended June 30,		Years Ended December 31,			
	2010	2009	2009	2008	2007	
	(In Millions, Except Earnings Per Share)					
Operating revenues	\$ 7,213	\$ 7,515	\$ 15,643	\$ 16,410	\$ 15,263	
Net income	\$ 973	\$ 734	\$ 1,615	\$ 1,639	\$ 1,312	
Weighted-average common shares outstanding (assuming dilution)	410.7	405.6	407.2	402.7	400.6	
Earnings per share of common stock (assuming dilution)	\$ 2.37	\$ 1.81	\$ 3.97	\$ 4.07	\$ 3.27	

CONSOLIDATED RATIO OF EARNINGS TO FIXED CHARGES

The information in this section adds to the information in the Consolidated Ratio of Earnings to Fixed Charges and Ratio of Earnings to Combined Fixed Charges and Preferred Stock Dividends section on page 10 of the accompanying prospectus.

NextEra Energy's consolidated ratio of earnings to fixed charges for the year ended December 31, 2009 and the six months ended June 30, 2010 was 2.91 and 3.32, respectively.

CONSOLIDATED CAPITALIZATION OF NEXTERA ENERGY AND SUBSIDIARIES

The following table shows NextEra Energy's consolidated capitalization as of June 30, 2010, and as adjusted to reflect the issuance of the Corporate Units and the other transactions described below. This table, which is presented in this prospectus supplement solely to provide limited introductory information, is qualified in its entirety by, and should be considered in conjunction with, the more detailed information incorporated by reference or provided in this prospectus supplement or in the accompanying prospectus.

	June 30, 2010 (In Millions)	Adjusted(a) Amount	Percent
Common shareholders' equity	\$ 13,529	\$ (b)	%
Long-term debt (excluding current maturities) (c)	17,171		%
Total capitalization	\$ 30,700	\$	100.0%

(a) To give effect to the (1) issuance of 7,000,000 Corporate Units, (2) issuance of NextEra Energy common stock in connection with NextEra Energy's continuous offering program (from which NextEra Energy received approximately \$69 million of net proceeds from July 1 through September 13, 2010), (3) issuance on August 31, 2010, of \$400 million principal amount of FPL Group Capital debentures due 2015 and (4) borrowing on September 7, 2010, of \$50 million principal amount by FPL Group Capital pursuant to a term loan agreement. The underwriter has an option to purchase up to an additional 1,050,000 Corporate Units within a 13-day period beginning on (and including) the date the Corporate Units are initially issued in order to cover overallocments, if any, provided, however, that NextEra Energy may in its discretion extend such period up to 30 days after the date of this prospectus supplement. Adjusted amounts do not reflect the deduction of any discounts or commissions in connection with the issuance of the Corporate Units or the issuance of FPL Group Capital debentures due 2015 on August 31, 2010. Adjusted amounts do not reflect principal repayments of amortizing loans, principal repayments on storm-recovery bonds, increases in debt associated with a reclaimed water agreement, the effect of adjustments related to premiums, discounts or fair value swaps or foreign currency translation adjustments. Adjusted amounts also do not reflect any possible additional borrowings or issuance and sale of additional securities by NextEra Energy and its subsidiaries, including FPL Group Capital, from time to time after the date of this prospectus supplement, including the issuance of any additional Corporate Units issuable upon the exercise of the underwriter's option to cover overallocments.

(b) Reflects a reduction of approximately \$ million representing the present value of the contract adjustment payments payable in connection with the Corporate Units (assuming the underwriter does not exercise its overallocation option). See Accounting Treatment.

(c) The Series D Debentures due September 1, 2015 of FPL Group Capital are a component of the Corporate Units offered hereby.

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COMMON STOCK DIVIDENDS AND PRICE RANGE

NextEra Energy and its predecessor, Florida Power & Light Company, have paid dividends on the common stock each year since 1944. NextEra Energy paid a quarterly dividend on its common stock on June 15, 2010 to holders of record on June 4, 2010 in the amount of \$0.50 per share. On July 30, 2010, the board of directors of NextEra Energy declared a dividend in the amount of \$0.50 per share payable September 15, 2010 to holders of record on August 27, 2010. Purchasers of the Equity Units offered hereby will not be entitled to receive any quarterly dividend with a record date prior to the settlement of the related purchase contract. It is generally the practice of NextEra Energy to pay dividends quarterly on the 15th day of March, June, September and December. The amount and timing of dividends payable on NextEra Energy common stock are within the sole discretion of NextEra Energy's board of directors. The ability of NextEra Energy to pay dividends on its common stock is dependent upon, among other things, dividends paid to it by its subsidiaries. See Description of NextEra Energy Common Stock in this prospectus supplement. The high and low prices of NextEra Energy common stock, as reported on the New York Stock Exchange, or NYSE, consolidated tape (NYSE ticker symbol: NEE), and dividends paid per share, for the periods indicated, are presented below:

		High	Price Range	Low	Dividends Paid Per Share
2008					
First Quarter	\$	73.75	\$	57.21	\$ 0.445
Second Quarter	\$	68.98	\$	62.75	\$ 0.445
Third Quarter	\$	68.76	\$	49.74	\$ 0.445
Fourth Quarter	\$	51.87	\$	33.81	\$ 0.445
2009					
First Quarter	\$	53.99	\$	41.48	\$ 0.4725
Second Quarter	\$	59.00	\$	49.70	\$ 0.4725
Third Quarter	\$	60.61	\$	53.13	\$ 0.4725
Fourth Quarter	\$	56.57	\$	48.55	\$ 0.4725
2010					
First Quarter	\$	53.75	\$	45.29	\$ 0.50
Second Quarter	\$	53.50	\$	47.96	\$ 0.50
Third Quarter (through September 13, 2010)	\$	55.98	\$	48.44	

USE OF PROCEEDS

The information in this section adds to the information in the Use of Proceeds section on page 9 of the accompanying prospectus. Please read these two sections together.

FPL Group Capital will add the net proceeds from the sale of the FPL Group Capital debentures to its general funds. FPL Group Capital expects to use its general funds to fund investments in independent power projects, including renewable power projects, and for other general corporate purposes, including the repayment of commercial paper. As of September 13, 2010, FPL Group Capital had approximately \$1,322 million of commercial paper outstanding, which had maturities of up to 98 days and which had annual interest rates ranging from 0.44% to 0.59%. FPL Group Capital will temporarily invest in short term instruments any proceeds that are not immediately used for repayment of commercial paper.

ACCOUNTING TREATMENT

The net proceeds from the sale of the Equity Units will be allocated between the purchase contracts and the FPL Group Capital debentures on NextEra Energy's financial statements. NextEra Energy expects that at the time of issuance, the fair market value of each FPL Group Capital debenture will be \$1,000. The present value of the

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Equity Units contract adjustment payments will be initially charged to common shareholders' equity, with an offsetting credit to liabilities. Subsequent contract adjustment payments are allocated between this liability account and interest expense based on a constant rate calculation over the life of the transaction.

The Equity Unit purchase contracts are forward transactions in NextEra Energy common stock. Upon settlement of the purchase contract, NextEra Energy will receive \$50 on that purchase contract and will issue the requisite number of shares of its common stock. The \$50 that NextEra Energy receives will be credited to common shareholders' equity.

Before the issuance of NextEra Energy common stock upon settlement of the purchase contracts, NextEra Energy believes the purchase contracts will be reflected in NextEra Energy's diluted earnings per share calculations using the treasury stock method. Under this method, the number of shares of NextEra Energy common stock used in calculating diluted earnings per share is deemed to be increased by the excess, if any, of the number of shares that would be issued upon settlement of the purchase contracts less the number of shares that could be purchased by NextEra Energy in the market, at the average market price during the period, using the proceeds receivable upon settlement.

DESCRIPTION OF THE EQUITY UNITS

The information in this section adds to the information in the "Description of Stock Purchase Contracts and Stock Purchase Units" on page 21 of the accompanying prospectus. Please read these two sections together.

This section briefly summarizes some of the terms of the Equity Units and some of the provisions of the purchase contract agreement and the pledge agreement. This summary does not contain a complete description of the Equity Units. You should read this summary together with the purchase contract agreement and the pledge agreement for a complete understanding of all the provisions and for the definitions of some terms used in this summary. The form of purchase contract agreement and pledge agreement have been previously filed with the Securities and Exchange Commission (the "SEC") and are exhibits to the registration statement filed with the SEC of which this prospectus supplement and accompanying prospectus are a part. In addition, the purchase contract agreement is subject to the provisions of the Trust Indenture Act of 1939. You should read the Trust Indenture Act of 1939 for a complete understanding of its provisions.

General

NextEra Energy will issue the Equity Units under the purchase contract agreement between the purchase contract agent and NextEra Energy. The Equity Units initially will consist of 7,000,000 Corporate Units (8,050,000 Corporate Units if the underwriter exercises its overallotment option in full), each with a stated amount of \$50.

Each Corporate Unit will consist of a unit comprised of:

- a purchase contract, pursuant to which

- the holder will agree to purchase from NextEra Energy, and NextEra Energy will agree to sell to the holder, not later than September 1, 2013, which is referred to as the purchase contract settlement date, or upon early settlement, for \$50, a number of newly issued shares of NextEra Energy common stock equal to the applicable settlement rate described below under Description of the Purchase Contracts Purchase of NextEra Energy Common Stock, Description of the Purchase Contracts Early Settlement by Delivering Cash, and Description of the Purchase Contracts Early Settlement upon a Fundamental Change, and

- NextEra Energy will make contract adjustment payments to the holder at the rate of % per year on the stated amount of \$50, or \$ per year, payable quarterly, and subject to NextEra Energy's right to defer these payments,

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and either

- a 1/20, or 5%, applicable ownership interest in an FPL Group Capital debenture in the principal amount of \$1,000 under which FPL Group Capital will pay to the holder 1/20, or 5%, of the interest payment on a debenture in the principal amount of \$1,000 at the initial rate of % per year (resulting in a payment of \$ per year), or
- following a successful remarketing of the FPL Group Capital debentures on or prior to the ninth business day immediately preceding the purchase contract settlement date, or the occurrence of a special event redemption or a mandatory redemption, the applicable ownership interest in a portfolio of U.S. Treasury securities maturing on or prior to August 31, 2013, which is referred to as the Treasury portfolio.

Applicable ownership interest means, with respect to a Corporate Unit and the U.S. Treasury securities in the Treasury portfolio:

- for a remarketing Treasury portfolio,
- a 1/20, or 5%, undivided beneficial ownership interest in \$1,000 face amount of U.S. Treasury securities (or principal or interest strips thereof) included in the Treasury portfolio that mature on or prior to August 31, 2013,
- if the reset effective date occurs prior to June 1, 2013, with respect to the originally scheduled quarterly interest payment date on the FPL Group Capital debentures that would have occurred on June 1, 2013, applicable ownership interests in \$1,000 U.S. Treasury securities (or principal or interest strips thereof) that mature on or prior to May 31, 2013 in an amount equal to the interest payment that would be due on June 1, 2013 on a 1/20, or 5%, beneficial ownership interest in the FPL Group Capital debentures in the principal amount of \$1,000 that would have been components of the Corporate Units assuming no remarketing and no reset of the interest rate on the FPL Group Capital debentures as described under Certain Terms of the FPL Group Capital Debentures Market Reset Rate and assuming that interest on the FPL Group Capital debentures accrued from the reset effective date to, but excluding, June 1, 2013, and
- if the reset effective date occurs on or after June 1, 2013, with respect to the originally scheduled quarterly interest payment date on the FPL Group Capital debentures that would have occurred on September 1, 2013, applicable ownership interests in \$1,000 U.S. Treasury securities (or principal or interest strips thereof) that mature on or prior to August 31, 2013 in an amount equal to the interest payment that would be due on September 1, 2013 on a 1/20, or 5%, beneficial ownership interest in the FPL Group Capital debentures in the principal amount of \$1,000 that would have been components of the Corporate Units assuming no remarketing and no reset of the interest rate on the FPL Group Capital debentures and assuming that interest on the FPL Group Capital debentures accrued from the later of the reset effective date or June 1, 2013 to, but excluding, September 1, 2013.
- for a special event Treasury portfolio,

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- a 1/20, or 5%, undivided beneficial ownership interest in \$1,000 face amount of U.S. Treasury securities (or principal or interest strips thereof) included in the Treasury portfolio that mature on or prior to August 31, 2013, and
- for each scheduled interest payment date on the FPL Group Capital debentures that occurs after the special event redemption date and on or prior to September 1, 2013, an applicable ownership interest in a \$1,000 principal or interest strip of U.S. Treasury securities that mature on or prior to that interest payment date in an amount equal to the interest payment

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that would be due on a 1/20, or 5%, beneficial ownership interest in the principal amount of the FPL Group Capital debentures that would have been components of the Corporate Units on that date (assuming the interest rate of the FPL Group Capital debentures was not reset) and accruing from and including the immediately preceding interest payment date.

For U.S. federal income tax purposes, the purchase price of each Corporate Unit will be allocated between the related purchase contract and the applicable ownership interest in an FPL Group Capital debenture in proportion to their respective fair market values at the time of issuance. At the time of issuance, NextEra Energy will report the fair market value of the 1/20, or 5%, applicable ownership interest in a \$1,000 principal amount of each FPL Group Capital debenture as \$, and FPL Group Capital will report the fair market value of each purchase contract as \$0. This position generally will be binding on each beneficial owner of each Corporate Unit, but not on the Internal Revenue Service, or IRS. See Material Federal Income Tax Consequences U.S. Holders Allocation of Purchase Price.

As long as an Equity Unit is in the form of a Corporate Unit, the related applicable ownership interest in an FPL Group Capital debenture or the applicable ownership interest in a Treasury portfolio, as applicable, comprising a part of the Corporate Unit will be pledged to NextEra Energy through the collateral agent to secure the holder's obligation to purchase NextEra Energy common stock under the related purchase contract.

Creating Treasury Units by Substituting a Treasury Security for an FPL Group Capital Debenture

Unless the Treasury portfolio has replaced the FPL Group Capital debentures as a component of the Corporate Units as a result of a successful remarketing, a special event redemption or a mandatory redemption, each holder of Corporate Units will have the right, on or prior to the seventh business day immediately preceding the purchase contract settlement date, to substitute for the related FPL Group Capital debentures held by the collateral agent a zero-coupon U.S. Treasury security (CUSIP No. 912820RF6) maturing on August 31, 2013, which is referred to as a Treasury security, having a principal amount at maturity equal to the aggregate principal amount of the FPL Group Capital debentures for which substitution is being made. These substitutions will create Treasury Units, and the FPL Group Capital debentures will be released to the holder. Because Treasury securities and FPL Group Capital debentures are issued in integral multiples of \$1,000, holders of Corporate Units may make these substitutions only in integral multiples of 20 Corporate Units.

The ability of holders of Corporate Units to create Treasury Units will be subject to the limitation that holders may not create Treasury Units during any period commencing on and including the business day preceding any three-day remarketing period and ending on and including, in the case of a successful remarketing during that three-day remarketing period, the reset effective date, or, if none of the remarketings during that three-day remarketing period is successful, the business day following the last remarketing date in the applicable three-day remarketing period.

If a Treasury portfolio has replaced the FPL Group Capital debentures as a component of the Corporate Units as a result of a successful remarketing of the FPL Group Capital debentures, a special event redemption or a mandatory redemption, each holder of Corporate Units may create Treasury Units by making substitutions of Treasury securities for the applicable ownership interest in the Treasury portfolio, on or prior to the second business day immediately preceding September 1, 2013 and only in integral multiples of Corporate Units (or such other number of Corporate Units as may be determined by the remarketing agent upon a successful remarketing of the FPL Group Capital debentures if the reset effective date is not a regular quarterly interest payment date). In such a case, the holder would also obtain the release of the applicable ownership interest in the Treasury portfolio rather than a release of the FPL Group Capital debentures.

Each Treasury Unit will consist of a unit with a stated amount of \$50, comprised of:

- a purchase contract pursuant to which
- the holder will agree to purchase from NextEra Energy, and NextEra Energy will agree to sell, not later than the purchase contract settlement date, or upon early settlement, for \$50, a

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number of newly issued shares of NextEra Energy common stock equal to the applicable settlement rate described below under Description of the Purchase Contracts Purchase of NextEra Energy Common Stock, Description of the Purchase Contracts Early Settlement by Delivering Cash, and Description of the Purchase Contracts Early Settlement upon a Fundamental Change; and

- NextEra Energy will make contract adjustment payments to the holder at the rate of % per year on the stated amount of \$50, or \$ per year, payable quarterly, and subject to NextEra Energy's right to defer these payments,
- and a 1/20, or 5%, undivided beneficial ownership interest in a Treasury security having a principal amount at maturity of \$1,000.

Unless the Treasury portfolio has replaced the FPL Group Capital debentures as a component of the Corporate Units, to create 20 Treasury Units the Corporate Unit holder will:

- deposit with the collateral agent a Treasury security having a principal amount at maturity of \$1,000, which Treasury security must have been purchased in the open market at the holder's expense, unless otherwise owned by the holder; and
- transfer 20 Corporate Units to the purchase contract agent accompanied by a notice stating that the holder has deposited a Treasury security in the required amount with the collateral agent and requesting that the purchase contract agent instruct the collateral agent to release the related FPL Group Capital debenture.

Upon that deposit and the receipt of an instruction from the purchase contract agent, the collateral agent will release the related FPL Group Capital debenture from the pledge under the pledge agreement and deliver it to the purchase contract agent, on behalf of the holder, free and clear of NextEra Energy's security interest. The purchase contract agent then will:

- cancel the 20 Corporate Units;
- transfer the related FPL Group Capital debenture to the holder; and
- deliver 20 Treasury Units to the holder.

The Treasury security will be substituted for the FPL Group Capital debenture and will be pledged to NextEra Energy through the collateral agent to secure the holder's obligation to purchase NextEra Energy common stock under the related purchase contracts. The related FPL Group Capital debenture released to the holder thereafter will trade separately from the resulting Treasury Units.

If the Treasury portfolio has replaced the FPL Group Capital debentures as a component of the Corporate Units, then to create Treasury Units the Corporate Unit holder will have the right to substitute Treasury securities for the applicable ownership interests in the Treasury portfolio by following the same procedure specified above for creating a Treasury Unit, except the holder will have to deposit integral multiples of

Corporate Units (or such other number of Corporate Units as may be determined by the remarketing agent upon a successful remarketing of the FPL Group Capital debentures if the reset effective date is not a regular quarterly interest payment date).

Holders that elect to substitute pledged securities, thereby creating Treasury Units or recreating Corporate Units, will be responsible for any fees or expenses payable in connection with the substitution. See Certain Other Provisions of the Purchase Contract Agreement and the Pledge Agreement Miscellaneous.

Recreating Corporate Units

Unless the Treasury portfolio has replaced the FPL Group Capital debentures as a component of the Corporate Units as a result of a successful remarketing, a special event redemption or a mandatory redemption, each holder of Treasury Units will have the right, subject to the last sentence of this paragraph, on or prior to the second business day immediately preceding the first day of the final three-day remarketing period, to substitute FPL Group Capital debentures for any related Treasury securities held by the collateral agent, having a principal amount equal to the aggregate principal amount of the Treasury securities at maturity for which substitution is being made. These substitutions will recreate Corporate Units, and the applicable Treasury securities will be released to the holder. Because Treasury securities and FPL Group Capital debentures are issued in integral multiples of \$1,000, holders of Treasury Units may make these substitutions only in integral multiples of 20 Treasury Units.

The ability of holders of Treasury Units to recreate Corporate Units will be subject to the limitation that holders may not recreate Corporate Units during any period commencing on and including the business day preceding any three-day remarketing period and ending on and including, in the case of a successful remarketing during that three-day remarketing period, the reset effective date, or, if none of the remarketings during that three-day remarketing period is successful, the business day following the last remarketing date in the applicable three-day remarketing period.

If a Treasury portfolio has replaced the FPL Group Capital debentures as a component of the Corporate Units as a result of a successful remarketing of the FPL Group Capital debentures, a special event redemption or a mandatory redemption, each holder of Treasury Units may recreate Corporate Units by making substitutions of the applicable ownership interest in the Treasury portfolio for the applicable Treasury securities, on or prior to the second business day immediately preceding September 1, 2013 and only in integral multiples of Treasury Units (or such other number of Treasury Units as may be determined by the remarketing agent in connection with a successful remarketing of the FPL Group Capital debentures if the reset effective date is not a regular quarterly interest payment date). In such a case, the holder would also obtain the release of the applicable Treasury securities for which substitution is being made.

Unless the Treasury portfolio has replaced the FPL Group Capital debentures as a component of the Corporate Units, to recreate 20 Corporate Units a Treasury Unit holder will:

- deposit with the collateral agent an FPL Group Capital debenture in the principal amount of \$1,000, which FPL Group Capital debenture must have been purchased in the open market at the holder's expense, unless otherwise owned by the holder; and
- transfer 20 Treasury Units to the purchase contract agent accompanied by a notice stating that the holder has deposited an FPL Group Capital debenture in the principal amount of \$1,000 with the collateral agent and requesting that the purchase contract agent instruct the collateral agent to release the related Treasury security.

Upon that deposit and the receipt of an instruction from the purchase contract agent, the collateral agent will release the related Treasury security from the pledge under the pledge agreement and deliver it to the purchase contract agent, on behalf of the holder, free and clear of NextEra Energy's security interest. The purchase contract agent will then:

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- cancel the 20 Treasury Units;
- transfer the related Treasury security to the holder; and
- deliver 20 Corporate Units to the holder.

The substituted FPL Group Capital debenture will be substituted for the Treasury security and will be pledged to NextEra Energy through the collateral agent to secure the holder's obligation to purchase NextEra Energy common stock under the related purchase contracts.

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If the Treasury portfolio has replaced the FPL Group Capital debentures as a component of the Corporate Units, the Treasury Unit holder will follow the same procedure specified above for recreating Corporate Units, except that the holder will have to deposit integral multiples of Treasury Units and must deposit applicable ownership interests in the Treasury portfolio with the collateral agent, which must be purchased in the open market at the expense of the Treasury Unit holder, unless otherwise owned by the holder.

Holders that elect to substitute pledged securities, thereby creating Treasury Units or recreating Corporate Units, will be responsible for any fees or expenses payable in connection with the substitution. See Certain Other Provisions of the Purchase Contract Agreement and the Pledge Agreement Miscellaneous.

Payments on Corporate Units and Treasury Units

Holders of Corporate Units will be entitled to receive aggregate cash payments at the rate of % per year on the \$50 stated amount per Corporate Unit, payable quarterly in arrears. The quarterly payments on the Corporate Units will consist of:

- interest on the related applicable ownership interest in FPL Group Capital debentures payable by FPL Group Capital (or cash distributions on the applicable ownership interest in the Treasury portfolio if the FPL Group Capital debentures have been replaced by the Treasury portfolio), equivalent to the rate of % per year on the stated amount, and
- distributions of quarterly contract adjustment payments payable by NextEra Energy at the rate of % per year on the stated amount, subject to NextEra Energy's right to defer the payment of such contract adjustment payments.

If interest on the FPL Group Capital debentures is reset on a reset effective date that is not a scheduled interest payment date, the collateral agent will receive on behalf of holders of Corporate Units a payment from FPL Group Capital on such reset effective date of accrued and unpaid interest on the FPL Group Capital debentures from the most recent quarterly interest payment date to, but excluding, such reset effective date. On the quarterly payment date next following the reset effective date, Corporate Unit holders will receive a quarterly cash distribution comprised of their pro rata portion of that interest payment, the portion of their applicable ownership interest in the remarketing Treasury portfolio that matures prior to that quarterly payment date and the contract adjustment payment payable on that date. If interest on the FPL Group Capital debentures is reset on a reset effective date that is not a scheduled interest payment date, holders of separate FPL Group Capital debentures that were not a component of Corporate Units will receive on the reset effective date a payment of accrued and unpaid interest from the most recent interest payment date to, but excluding, such reset effective date. On the semi-annual interest payment date next following the reset effective date, holders of FPL Group Capital debentures will receive a payment of interest accrued from and including the reset effective date, to but excluding such interest payment date.

Holders that create Treasury Units will be entitled to receive quarterly cash distributions of contract adjustment payments payable by NextEra Energy at the rate of % per year on the \$50 stated amount per Treasury Unit, subject to NextEra Energy's right to defer the payment of such contract adjustment payments. Although holders of Treasury Units will not receive any interest payments on the Treasury securities pledged in connection with the creation of the Treasury Units, the holders of the Treasury Units will continue to receive the scheduled quarterly interest payments on the FPL Group Capital debentures that were released to them when the Treasury Units were created for so long as they hold the FPL Group Capital debentures. Holders of Treasury Units will be required to accrue OID on these Treasury securities.

Ranking

The FPL Group Capital debentures will be senior unsecured obligations of FPL Group Capital and will rank equally in right of payment with all of FPL Group Capital's other unsecured and unsubordinated debt obligations. See "Description of FPL Group Capital Senior Debt Securities" in the accompanying prospectus.

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NextEra Energy's obligations under its guarantee of FPL Group Capital debentures will be senior unsecured obligations of NextEra Energy and will rank equally in right of payment with all of NextEra Energy's other unsecured and unsubordinated debt obligations. See Description of the NextEra Energy Guarantee of the FPL Group Capital Senior Debt Securities in the accompanying prospectus.

NextEra Energy's obligations with respect to the contract adjustment payments will be unsecured and subordinate and junior in right of payment to its obligations under any of its senior indebtedness. Senior indebtedness with respect to the contract adjustment payments means all of NextEra Energy's indebtedness of any kind, existing or incurred in the future, unless the instrument, if any, under which such indebtedness is incurred expressly provides that it is on a parity in right of payment with or subordinate in right of payment to the contract adjustment payments. Senior indebtedness will be entitled to the benefits of the subordination provisions in the purchase contract agreement.

Voting and Certain Other Rights

Holders of purchase contracts forming part of the Corporate Units or Treasury Units, in their capacities as such holders, will have no rights with respect to NextEra Energy common stock (including, without limitation, voting rights and rights to receive any dividends or other distributions on NextEra Energy common stock).

Trading of the Securities

NextEra Energy does not intend to apply to list the Corporate Units on any securities exchange. In the event a secondary market should develop for the Corporate Units, unless and until substitution has been made as described in Creating Treasury Units by Substituting a Treasury Security for an FPL Group Capital Debenture or Recreating Corporate Units, neither the FPL Group Capital debentures, nor the applicable ownership interest in the Treasury portfolio component of a Corporate Unit nor the Treasury security component of a Treasury Unit will trade separately from Corporate Units or Treasury Units. The applicable ownership interests in FPL Group Capital debentures or applicable ownership interest in the Treasury portfolio component will trade as a unit with the purchase contract component of the Corporate Units, and the Treasury security component will trade as a unit with the purchase contract component of the Treasury Units. NextEra Energy has no obligation or current intention to apply for listing of the Corporate Units, the Treasury Units or the FPL Group Capital debentures. There can be no assurance as to the liquidity of any secondary market that may develop for the Corporate Units, the Treasury Units or the FPL Group Capital debentures.

NextEra Energy common stock is listed on the NYSE and trades under the symbol NEE.

Purchase of Equity Units and FPL Group Capital Debentures

NextEra Energy, its subsidiaries or its affiliates may from time to time, to the extent permitted by law, purchase any of the Corporate Units, Treasury Units or FPL Group Capital debentures which are then outstanding by tender, in the open market or by private agreement.

DESCRIPTION OF THE PURCHASE CONTRACTS

This section briefly summarizes some of the terms of the purchase contract agreement, purchase contracts, pledge agreement, remarketing agreement, and the indenture and officer's certificate establishing the terms of the FPL Group Capital debentures. This summary does not contain a complete description of the purchase contracts. You should read this summary together with the purchase contract agreement, the pledge agreement, the remarketing agreement, the indenture, the officer's certificate and other documents establishing the purchase contracts for a complete understanding of all the provisions and for the definitions of some terms used in this summary. The forms of purchase contract agreement, purchase contracts, pledge agreement, remarketing agreement and officer's certificate establishing the terms of the FPL Group Capital debentures and the indenture have been previously filed with the SEC and are exhibits to the registration statement filed with the SEC of which the accompanying prospectus and this prospectus supplement are a part. In addition, the indenture is qualified under the

Trust Indenture Act of 1939 and is therefore subject to the provisions of the Trust Indenture Act of 1939. You should read the Trust Indenture Act of 1939 for a complete understanding of its provisions.

Purchase of NextEra Energy Common Stock

Each purchase contract that is part of a Corporate Unit or a Treasury Unit will obligate its holder to purchase, and NextEra Energy to sell, on September 1, 2013, the purchase contract settlement date (unless the purchase contract terminates prior to that date or is settled early at the holder's option), a number of newly issued shares of NextEra Energy common stock equal to the settlement rate, for \$50 in cash. The number of shares of NextEra Energy common stock issuable upon settlement of each purchase contract will be calculated, subject to adjustment under the circumstances described in Anti-dilution Adjustments and Early Settlement upon a Fundamental Change, as follows:

- If the applicable market value of NextEra Energy common stock is equal to or greater than the threshold appreciation price of \$, the settlement rate will be shares of NextEra Energy common stock, which is equal to \$50 divided by the threshold appreciation price (such settlement rate being referred to as the minimum settlement rate).

Accordingly, if the applicable market value is greater than the threshold appreciation price, the aggregate market value of the shares of NextEra Energy common stock issued upon settlement of each purchase contract will be higher than \$50, assuming that the market price of NextEra Energy common stock on the date of settlement is the same as the applicable market value of NextEra Energy common stock. If the market price is the same as the threshold appreciation price, the aggregate market value of those shares of NextEra Energy common stock will be equal to \$50, assuming that the market price of NextEra Energy common stock on the date of settlement is the same as the applicable market value of NextEra Energy common stock.

- If the applicable market value of NextEra Energy common stock is less than the threshold appreciation price but greater than the reference price of \$, the settlement rate will be a number of shares of NextEra Energy common stock equal to \$50 divided by the applicable market value.

Accordingly, if the applicable market value is greater than the reference price, but the market price does not exceed the threshold appreciation price, the aggregate market value of the shares of NextEra Energy common stock issued upon settlement of the purchase contract will be equal to \$50, assuming that the market price of NextEra Energy common stock on the date of settlement is the same as the applicable market value of NextEra Energy common stock.

- If the applicable market value of NextEra Energy common stock is less than or equal to the reference price of \$, the settlement rate will be shares of NextEra Energy common stock, which is equal to \$50 divided by the reference price (such settlement rate being referred to as the maximum settlement rate).

Accordingly, if the applicable market value is less than the reference price, the aggregate market value of the shares of NextEra Energy common stock issued upon settlement of the purchase contract will be less than \$50, assuming that the market price of NextEra Energy common stock on the date of settlement is the same as the applicable market value of NextEra Energy common stock. If the market price is the same as the

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reference price, the aggregate market value of those shares of NextEra Energy common stock will be equal to \$50 assuming that the market price of NextEra Energy common stock on the date of settlement is the same as the applicable market value of NextEra Energy common stock.

If a holder elects to settle its purchase contract early in the manner described under Early Settlement by Delivering Cash, the number of shares of NextEra Energy common stock issuable upon settlement of such purchase contract will be , the minimum settlement rate, subject to adjustment as described under Anti-dilution Adjustments. The maximum settlement rate and minimum settlement rate are collectively referred to as the fixed settlement rates.

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Applicable market value means the average of the closing price per share of NextEra Energy common stock on each of the 20 consecutive trading days ending on the third trading day immediately preceding September 1, 2013.

Closing price of NextEra Energy common stock on any date of determination means

- the closing sale price (or, if no closing price is reported, the last reported sale price) of NextEra Energy common stock on the NYSE on that date or, if NextEra Energy common stock is not listed for trading on the NYSE on any such date, as reported in the composite transactions for the principal United States securities exchange on which NextEra Energy common stock is so listed;
- if shares of NextEra Energy common stock are not so reported, the last quoted bid price for NextEra Energy common stock in the over-the-counter market as reported by Pink OTC Markets Inc. or similar organization; or
- if the bid price is not available, the market value of NextEra Energy common stock on the date of determination as determined by a nationally recognized independent investment banking firm retained by NextEra Energy for this purpose.

A trading day means a day on which NextEra Energy common stock

- is not suspended from trading on any national or regional securities exchange or over-the-counter market at the close of business, and
- has traded at least once on the national or regional securities exchange or over-the-counter market that is the primary market for the trading of NextEra Energy common stock.

If the NextEra Energy common stock is not traded on a securities exchange or quoted in the over-the-counter market, then trading day shall mean business day.

NextEra Energy will not issue any fractional shares of its common stock pursuant to the purchase contracts. In lieu of fractional shares otherwise issuable (calculated on an aggregate basis) in respect of the purchase contracts being settled by a holder of Corporate Units or Treasury Units, the holder will be entitled to receive an amount of cash equal to the fraction of a share multiplied by the applicable market value.

Unless:

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- a holder of Corporate Units or Treasury Units has early settled the related purchase contracts through the delivery of cash to the purchase contract agent in the manner described under Early Settlement by Delivering Cash or under Early Settlement upon a Fundamental Change;
- a holder of Corporate Units or Treasury Units has settled the related purchase contracts with separate cash pursuant to prior notice given in the manner described under Notice to Settle with Cash; or
- an event described under Termination of Purchase Contracts has occurred,

then, on the purchase contract settlement date,

- in the case of Corporate Units, provided that the Treasury portfolio has not replaced the FPL Group Capital debentures as a component of the Corporate Units as the result of a successful remarketing of the FPL Group Capital debentures or because a special event redemption or a mandatory redemption has occurred, NextEra Energy will exercise its rights as a secured party in accordance with applicable law and may, among other things, retain the FPL Group Capital debentures that are included in Corporate Units or sell the FPL Group Capital debentures included in Corporate Units, in each case to

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satisfy in full the holders obligations to purchase NextEra Energy common stock under the related purchase contracts; and

- in the case of Treasury Units or, in the event that the Treasury portfolio has replaced the FPL Group Capital debentures as a component of the Corporate Units as the result of a successful remarketing of the FPL Group Capital debentures, a special event redemption or a mandatory redemption, in the case of Corporate Units, the principal amount of the related Treasury securities, or the applicable ownership interest in the Treasury portfolio, as applicable, when paid at maturity, will automatically be applied to satisfy in full the holder s obligation to purchase NextEra Energy common stock under the related purchase contracts.

NextEra Energy common stock will then be issued and delivered to the holder or the holder s designee, upon presentation and surrender of the certificate evidencing the Equity Units, and payment by the holder of any transfer or similar taxes payable in connection with the issuance of NextEra Energy common stock to any person other than the holder.

Each holder of Corporate Units or Treasury Units, by acceptance of those securities, will be deemed to have:

- irrevocably agreed to be bound by the terms and provisions of the Corporate Units and Treasury Units and to perform such holder s obligations under the related purchase contracts and the pledge agreement for so long as the holder remains a holder of Equity Units; and

- duly and irrevocably appointed the purchase contract agent as the holder's attorney-in-fact to enter into and perform the related purchase contracts and pledge agreement on behalf of and in the name of the holder.

In addition, each holder and beneficial owner of Corporate Units or Treasury Units, by acceptance of this interest, will be deemed to have covenanted and agreed to treat:

- itself as the owner of the related applicable ownership interest in FPL Group Capital debentures, the applicable ownership interest in the Treasury portfolio or the Treasury securities, as the case may be, and
- the related applicable ownership interest in FPL Group Capital debentures as indebtedness,

in each case, for all U.S. federal, state and local income, and franchise tax purposes.

So long as the Equity Units are held through DTC, the beneficial owners will have rights and obligations with respect to the Equity Units equivalent to those of a holder except exercisable only through DTC or its Participants. See Book-Entry Only System.

Holders Obligations and Defaults

In addition to the purchase price paid for the Equity Units, each holder of Corporate Units or Treasury Units is obligated under the applicable purchase contract to purchase for \$50 in cash NextEra Energy common stock not later than the purchase contract settlement date. In addition, each holder of a Corporate Unit (unless the FPL Group Capital debentures are successfully remarketed during the period for early remarketing or a special event redemption or a mandatory redemption has occurred) is obligated to notify the purchase contract agent of its intention to pay such amounts in cash not later than 5:00 p.m., New York City time, on the seventh business day immediately preceding the purchase contract settlement date, unless such holder has already paid such amount. Each holder of a Treasury Unit (or Corporate Unit, if the FPL Group Capital debentures are successfully remarketed during the period for early remarketing, a special event redemption or a mandatory redemption has occurred) is obligated to notify the purchase contract agent of its intention to pay such amounts in cash not later than 5:00 p.m., New York City time, on the second business day immediately preceding the purchase contract settlement date, unless such holder has already paid such amount. So long as the Equity Units are held by the depository, such

payments must be made and such notices must be given by the beneficial owners through the procedures of the depository.

Failure to make such payments or give such notices will constitute a default under the related purchase contract and will entitle the collateral agent or NextEra Energy, without further recourse to the holder or beneficial owner in respect of its related purchase obligations under the purchase contract, to foreclose on or exercise other remedies with respect to the corresponding pledged FPL Group Capital debentures, Treasury securities or applicable ownership interest in a Treasury portfolio. If the holder or beneficial owner of a Corporate Unit (unless the FPL Group Capital debentures are successfully remarketed during the period for early remarketing, or a special event redemption or a mandatory redemption has occurred) fails to give a required notice with respect to the purchase contract, NextEra Energy expects that it or the collateral agent will offer and sell the corresponding pledged applicable ownership interests in an FPL Group Capital debenture in the immediately following remarketing or at a subsequent public sale at which NextEra Energy may bid its claim or in a subsequent private sale and apply the proceeds to purchase the corresponding NextEra Energy common stock. In addition, NextEra Energy may, in accordance with applicable law, retain the pledged applicable ownership interests in FPL Group Capital debentures that are included in Corporate Units to satisfy the holder's obligation to purchase NextEra Energy common stock. If the holder or beneficial owner of a Corporate Unit (unless the FPL Group Capital debentures are successfully remarketed during the period for early remarketing, or a special event redemption or a mandatory redemption has occurred) gives the appropriate notice but fails to make the corresponding payment on time, then NextEra Energy expects that it or the collateral agent will exercise its rights as a secured party in accordance with applicable law and may, among other things, retain the pledged applicable ownership interests in FPL Group Capital debentures that are included in Corporate Units or sell the FPL Group Capital debentures included in Corporate Units, in each case to satisfy in full the holder's obligations to purchase NextEra Energy common stock under the related purchase contracts on September 1, 2013. If the holder or beneficial owner of a Treasury Unit (or a Corporate Unit, if the FPL Group Capital debentures are successfully remarketed during the period for early remarketing or a special event redemption or a mandatory redemption has occurred) fails to give a required notice or make a required payment, NextEra Energy expects that it or the collateral agent will apply the proceeds of the applicable ownership interest in the pledged Treasury securities or applicable ownership interest in a Treasury portfolio to purchase the corresponding NextEra Energy common stock. So long as the Equity Units are held by the depository, NextEra Energy expects that notice of such remarketing or public or private sale will be given to the beneficial owners through the procedures of the depository.

Remarketing

Pursuant to the remarketing agreement, and subject to the terms of the supplemental remarketing agreement, FPL Capital Group may, at its option and in its sole discretion, elect to remarket the FPL Group Capital debentures on any remarketing date occurring during the period for early remarketing beginning on the third business day preceding March 1, 2013 and ending on the ninth business day preceding September 1, 2013, unless the FPL Group Capital debentures have been previously redeemed in connection with a special event redemption or a mandatory redemption or have been previously successfully remarketed. Any remarketing during the period for early remarketing will occur during a three-day remarketing period consisting of three sequential possible remarketing dates selected by FPL Group Capital and will include FPL Group Capital debentures that are a component of Corporate Units and other separate FPL Group Capital debentures of holders that have elected to include those FPL Group Capital debentures in the remarketing.

On each remarketing date occurring during the period for early remarketing, the remarketing agent will use its commercially reasonable efforts to obtain a price for the FPL Group Capital debentures remarketed equal to or greater than 100% of the remarketing Treasury portfolio purchase price plus the separate FPL Group Capital debentures purchase price plus the applicable remarketing fee. In no event shall the price for the FPL Group Capital debentures on each remarketing date, if any, occurring during the period for early remarketing be less than a price equal to 100% of the purchase price for the remarketing Treasury portfolio plus the separate FPL Group Capital debentures purchase price. The proceeds from the remarketing equal to the remarketing Treasury portfolio purchase price will be applied to purchase, on the reset effective date, a remarketing Treasury portfolio consisting of:

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- U.S. Treasury securities (or principal or interest strips thereof) that mature on or prior to August 31, 2013 in an aggregate amount equal to the principal amount of the FPL Group Capital debentures that are a component of the Corporate Units;
- if the reset effective date occurs prior to June 1, 2013, with respect to the originally scheduled quarterly interest payment date on the FPL Group Capital debentures that would have occurred on June 1, 2013, U.S. Treasury securities (or principal or interest strips thereof) that mature on or prior to May 31, 2013 in an aggregate amount equal to the aggregate interest payment that would be due on June 1, 2013 on the principal amount of the FPL Group Capital debentures that would have been components of the Corporate Units assuming no remarketing and no reset of the interest rate on the FPL Group Capital debentures as described under Certain Terms of the FPL Group Capital Debentures Market Reset Rate and assuming that interest on the FPL Group Capital debentures accrued from the reset effective date to, but excluding, June 1, 2013; and
- if the reset effective date occurs on or after June 1, 2013, with respect to the originally scheduled quarterly interest payment date on the FPL Group Capital debentures that would have occurred on September 1, 2013, U.S. Treasury securities (or principal or interest strips thereof) that mature on or prior to August 31, 2013 in an aggregate amount equal to the aggregate interest payment that would be due on September 1, 2013 on the principal amount of the FPL Group Capital debentures that would have been components of the Corporate Units assuming no remarketing and no reset of the interest rate on the FPL Group Capital debentures and assuming that interest on the FPL Group Capital debentures accrued from the later of the reset effective date and June 1, 2013 to, but excluding, September 1, 2013.

The remarketing Treasury portfolio will be substituted for the FPL Group Capital debentures forming components of the Corporate Units and will be pledged to NextEra Energy through the collateral agent to secure the Corporate Unit holders' obligation to purchase NextEra Energy common stock under the purchase contracts.

In addition, if a remarketing during the period for early remarketing is successful, the remarketing agent may deduct the remarketing fee from any portion of the proceeds from the remarketing of the FPL Group Capital debentures that is in excess of the sum of the remarketing Treasury portfolio purchase price and the aggregate separate FPL Group Capital debentures purchase price, which remarketing fee shall be 25 basis points (0.25%) of the sum of the remarketing Treasury portfolio purchase price and the aggregate separate FPL Group Capital debentures purchase price. The remarketing agent will then remit the separate FPL Group Capital debentures purchase price to the holders of FPL Group Capital debentures that were not a component of Corporate Units and whose holders elected to include those FPL Group Capital debentures in an early remarketing. The remarketing agent will then remit the remaining portion of the proceeds from the remarketing of those FPL Group Capital debentures, if any, for the benefit of the holders of the Corporate Units and the holders, prior to remarketing, of FPL Group Capital debentures that were not a component of Corporate Units and whose holders elected to include those FPL Group Capital debentures in an early remarketing.

As used in this context, remarketing Treasury portfolio purchase price means the lowest aggregate price quoted by a primary U.S. government securities dealer in New York City to the quotation agent on the third business day immediately preceding the reset effective date for the purchase of the remarketing Treasury portfolio described above for settlement on the reset effective date. Quotation agent means any primary U.S. government securities dealer in New York City selected by FPL Group Capital.

In connection with a successful remarketing, interest on the FPL Group Capital debentures will be payable semi-annually at the reset rate. The reset rate on the FPL Group Capital debentures to the maturity date will be determined on the date that the remarketing agent is able to successfully remarket the FPL Group Capital debentures. The reset rate and modified interest payment dates will become effective, if the remarketing is successful, on the reset effective date, which, in the case of a remarketing during the period for early remarketing, will be the third business day immediately following the date of the successful remarketing, unless the remarketing is successful within five business days of the next succeeding interest payment date in which case the reset effective date will be such interest payment date. See General, Interest and

Payment and Market Reset Rate

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under Certain Terms of the FPL Group Capital Debentures. The interest rate and scheduled interest payment dates of FPL Group Capital debentures that are held by holders that do not participate in a remarketing will still be reset on the reset effective date in accordance with any reset of the interest rate and modification of the scheduled interest payment dates of the FPL Group Capital debentures in connection with a successful remarketing.

If a remarketing attempt described above is unsuccessful on the first remarketing date of a three-day remarketing period, subsequent remarketings will be attempted as described above on each of the two following remarketing dates in that three-day remarketing period until a successful remarketing occurs. If (1) despite using its commercially reasonable efforts, the remarketing agent cannot remarket the FPL Group Capital debentures at a price equal to at least 100% of the remarketing Treasury portfolio purchase price plus the separate FPL Group Capital debentures purchase price or (2) the remarketing has not occurred because a condition precedent to the remarketing has not been fulfilled, in each case, resulting in an unsuccessful remarketing on each of the three remarketing dates comprising the three-day remarketing period, the FPL Group Capital debentures will continue to form a component of the Corporate Units and additional remarketings may, subject to the next paragraph, be attempted during one or more subsequent three-day remarketing periods as described above.

Unless the FPL Group Capital debentures have been successfully remarketed on or prior to the ninth business day immediately preceding the purchase contract settlement date, the FPL Group Capital debentures that form a component of the Corporate Units whose holders have failed to notify the purchase contract agent on or prior to the seventh business day preceding the purchase contract settlement date of their intention to settle the related purchase contracts with separate cash will, unless a special event redemption or mandatory redemption has occurred or will occur prior to the purchase contract settlement date, be remarketed during a three-day remarketing period beginning on and including the fifth business day, and ending on and including the third business day, immediately preceding the purchase contract settlement date. This three-day remarketing period is referred to as the final three-day remarketing period, and the third business day immediately preceding the purchase contract settlement date is referred to as the final remarketing date. The reset effective date relating to any remarketing during the final three-day remarketing period will be the purchase contract settlement date. In this remarketing, the remarketing agent will use its commercially reasonable efforts to obtain a price for the FPL Group Capital debentures equal to or greater than 100% of the aggregate principal amount of the FPL Group Capital debentures remarketed plus the applicable remarketing fee. In no event shall the price for the FPL Group Capital debentures being remarketed in this remarketing be less than the aggregate principal amount of the FPL Group Capital debentures being remarketed. A portion of the proceeds from this remarketing equal to the aggregate principal amount of the FPL Group Capital debentures forming a component of the Corporate Units will be automatically applied to satisfy in full the Corporate Unit holders' obligations to purchase NextEra Energy common stock on the purchase contract settlement date.

If a remarketing during the final three-day remarketing period is successful, the remarketing agent may deduct the remarketing fee from any portion of the proceeds from the remarketing of the FPL Group Capital debentures that is in excess of the aggregate principal amount of the remarketed FPL Group Capital debentures, which remarketing fee shall be 25 basis points (0.25%) of the aggregate principal amount of the FPL Group Capital debentures remarketed. The remarketing agent will then remit any remaining portion of the proceeds for the benefit of the holders. Corporate Unit holders whose component FPL Group Capital debentures are remarketed as well as holders of separate FPL Group Capital debentures who elect to participate in the remarketing will not otherwise be responsible for the payment of any remarketing fee in connection with any remarketing.

If the remarketing of the FPL Group Capital debentures on or prior to the final remarketing date is not successful because the remarketing agent cannot obtain a price of at least 100% of the aggregate principal amount of the FPL Group Capital debentures being remarketed or a condition precedent to such remarketing has not been satisfied, NextEra Energy will exercise its rights as a secured party with respect to the FPL Group Capital debentures that are a component of Corporate Units in accordance with applicable law to satisfy in full, from the proceeds of the disposition, the holders' obligations to purchase NextEra Energy common stock under the related purchase contracts on September 1, 2013. In addition, holders of FPL Group Capital debentures that are not part of a Corporate Unit may exercise their put right upon an unsuccessful final remarketing by providing written notice at least two business days prior to the purchase contract settlement date. The put price will be paid to such holder on the purchase contract settlement date. The put price per debenture will be equal to the principal amount of the FPL Group Capital debenture, plus accrued and unpaid interest.

FPL Group Capital will announce any remarketing of the FPL Group Capital debentures on the sixth business day immediately preceding the first remarketing date of a three-day remarketing period and, for the final three-day remarketing period, FPL Group Capital will announce the remarketing of the FPL Group Capital debentures on the third business day immediately preceding the first remarketing date of the final three-day remarketing period. Each such announcement (each a remarketing announcement) on each such date (each, a remarketing announcement date) shall specify

- if the remarketing announcement relates to a remarketing to occur during the period for early remarketing, that
- the FPL Group Capital debentures may be remarketed on any and all of the sixth, seventh or eighth business days following the remarketing announcement date,
- the reset effective date will be the third business day following the remarketing date on which the FPL Group Capital debentures are successfully remarketed, unless the remarketing is successful within five business days of the next succeeding interest payment date in which case the reset effective date will be such interest payment date,
- the reset rate and interest payment dates for the FPL Group Capital debentures will be established on the remarketing date on which the FPL Group Capital debentures are successfully remarketed and effective on and after the reset effective date,
- the reset rate will equal the coupon rate on the FPL Group Capital debentures that will enable the FPL Group Capital debentures to be remarketed at a price equal to 100% of the remarketing Treasury portfolio purchase price and the separate FPL Group Capital debentures purchase price plus the applicable remarketing fee, and
- the range of possible remarketing fees.
- if the remarketing announcement relates to a remarketing to occur during the final three-day remarketing period, that
- the FPL Group Capital debentures may be remarketed on any and all of the third, fourth or fifth business days following the remarketing announcement date,
- the reset effective date will be September 1, 2013 if there is a successful remarketing,

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- the reset rate and interest payment dates for the FPL Group Capital debentures will be established on the remarketing date on which the FPL Group Capital debentures are successfully remarketed and effective on and after the reset effective date,
- the reset rate will equal the coupon rate on the FPL Group Capital debentures that will enable the FPL Group Capital debentures to be remarketed at a price equal to 100% of their aggregate principal amount plus the applicable remarketing fee on the FPL Group Capital debentures being remarketed, and
- the range of possible remarketing fees.

FPL Group Capital will cause each remarketing announcement to be published on the business day following the remarketing announcement date by making a timely release to any appropriate news agency, including Bloomberg Business News and the Dow Jones News Service. In addition, FPL Group Capital will request, not later than 10 business days prior to each remarketing announcement date, that the depository notify its participants holding FPL Group Capital debentures, Corporate Units and Treasury Units of the remarketing. If required, FPL

Group Capital will use its commercially reasonable efforts to ensure that a registration statement with respect to the full principal amount of the FPL Group Capital debentures to be remarketed is effective such that the remarketing agent may rely on it in connection with the remarketing process. If a successful remarketing occurs on a remarketing date, FPL Group Capital will request the depository to notify its participants holding FPL Group Capital debentures of the reset rate and interest payment dates established for the FPL Group Capital debentures during the remarketing on the business day following the remarketing date on which the FPL Group Capital debentures were successfully remarketed. If a successful remarketing does not occur during a three-day remarketing period, FPL Group Capital will cause a notice of the unsuccessful remarketing attempt to be published on the business day following the last of the three remarketing dates comprising the three-day remarketing period (which notice, in the event of an unsuccessful remarketing on the final remarketing date, shall be published not later than 9:00 a.m., New York City time, and shall include the procedures that must be followed if a holder of separate FPL Group Capital debentures wishes to exercise its right to put such FPL Group Capital debentures to FPL Group Capital), in each case, by making a timely release to any appropriate news agency, including Bloomberg Business News and the Dow Jones News Service.

In connection with a remarketing, holders of FPL Group Capital debentures that do not form a component of the Corporate Units may elect to have their FPL Group Capital debentures remarketed as described under Certain Terms of the FPL Group Capital Debentures Optional Remarketing.

A holder of Corporate Units may elect not to participate in any remarketing and to retain the principal amount of FPL Group Capital debentures forming a component of the applicable ownership interests in FPL Group Capital debentures comprising part of such holder's Corporate Units by (1) creating Treasury Units at any time prior to the business day preceding any three-day remarketing period or (2) if there has not been a successful remarketing prior to the final three-day remarketing period, notifying the purchase contract agent of such holder's intention to pay cash to satisfy such holder's obligation under the related purchase contracts on or prior to the seventh business day before the purchase contract settlement date and delivering the cash payment required under the purchase contracts to the collateral agent on or prior to the sixth business day before the purchase contract settlement date.

Early Settlement by Delivering Cash

At any time prior to the seventh business day immediately preceding the purchase contract settlement date, in the case of Corporate Units (of which the applicable ownership interest in an FPL Group Capital debenture remains a component), or at any time prior to the second business day immediately preceding the purchase contract settlement date, in the case of Treasury Units (or Corporate Units of which the applicable ownership interest in an FPL Group Capital debenture no longer is a component), a holder of Equity Units may settle the related purchase contracts in their entirety provided that at such time, if so required under the U.S. federal securities laws, there is in effect a registration statement covering the shares of common stock to be delivered in respect of the purchase contracts being settled, by presenting and surrendering the related Equity Units certificate at the office of the purchase contract agent with the form of Election to Settle Early/Fundamental Change Early Settlement on the reverse side of such certificate completed and executed as indicated, accompanied by payment to NextEra Energy in immediately available funds of an amount equal to:

- \$50 multiplied by the number of purchase contracts being settled, plus
- if the delivery is made with respect to any purchase contract during the period from the close of business on any record date next preceding any payment date to the opening of business on such payment date, an amount equal to the contract adjustment payments payable, if any, on the payment date with respect to the purchase contract; provided that no payment is required if NextEra Energy has elected to defer the contract adjustment payments which would otherwise be payable on the payment date.

If the Treasury portfolio has not replaced the FPL Group Capital debentures as a component of Corporate Units, holders of Corporate Units will not be permitted to exercise their early settlement right during any period commencing on and including the business day preceding any three-day remarketing period and ending on and including, in the case of a successful remarketing during that three-day remarketing period, the reset effective date

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or, if none of the remarketings during that three-day remarketing period is successful, the business day following the last remarketing date in the applicable three-day remarketing period.

Holders of Corporate Units may settle early only in integral multiples of 20 Corporate Units. If a Treasury portfolio has replaced the FPL Group Capital debentures as a component of Corporate Units as a result of a successful remarketing of the FPL Group Capital debentures, a special event redemption or a mandatory redemption, holders of the Corporate Units may settle early only in integral multiples of Corporate Units (or such other number of Corporate Units as may be determined by the remarketing agent upon a successful remarketing of FPL Group Capital debentures if the reset effective date is not a regular quarterly interest payment date). Holders of Treasury Units may settle early only in integral multiples of 20 Treasury Units.

So long as the Equity Units are evidenced by one or more global security certificates deposited with the depository, procedures for early settlement will also be governed by standing arrangements between the depository and the purchase contract agent.

The early settlement right is also subject to the condition that, if required under the U.S. federal securities laws, NextEra Energy has a registration statement under the Securities Act in effect covering the shares of NextEra Energy common stock and other securities, if any, deliverable upon settlement of a purchase contract. NextEra Energy has agreed that, if required under the U.S. federal securities laws, (1) NextEra Energy will use its commercially reasonable efforts to have a registration statement in effect covering those shares of common stock and other securities to be delivered in respect of the purchase contracts being settled, and (2) provide a prospectus in connection therewith, in each case in a form that may be used in connection with the early settlement.

Upon early settlement of the purchase contracts related to any Corporate Units or Treasury Units:

- the holder will receive a number of newly issued shares of NextEra Energy common stock equal to the minimum settlement rate per Corporate Unit or Treasury Unit, regardless of the market price of NextEra Energy common stock on the date of early settlement, subject to adjustment under the circumstances described in Anti-dilution Adjustments below, accompanied by an appropriate prospectus if required by law;
- the FPL Group Capital debentures, the applicable ownership interest in the Treasury portfolio or the Treasury securities, as the case may be, related to the Corporate Units or Treasury Units will be transferred to the holder free and clear of NextEra Energy's security interest;
- the holder's right to receive future contract adjustment payments will terminate and any accrued and unpaid contract adjustment payments for the period since the most recent quarterly payment date will terminate; and
- no adjustment will be made to or for the holder on account of any accrued and unpaid contract adjustment payments referred to in the previous bullet point.

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NextEra Energy will not issue any fractional shares of its common stock in connection with early settlement of any purchase contracts. In lieu of fractional shares otherwise issuable (calculated on an aggregate basis) in respect of the purchase contracts being early settled on any date by a holder of Corporate Units or Treasury Units, the holder will be entitled to receive an amount of cash equal to the fraction of a share multiplied by \$, the threshold appreciation price.

If the purchase contract agent receives an Equity Unit certificate, accompanied by the completed and executed Election to Settle Early/Fundamental Change Early Settlement and the required immediately available funds, from a holder of Equity Units by 5:00 p.m., New York City time, on a business day, that day will be considered the settlement date for those Equity Units. If the purchase contract agent receives the necessary documentation and funds after 5:00 p.m., New York City time, on a business day or at any time on a day that is not a business day, the next business day will be considered the settlement date for those Equity Units.

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Upon early settlement of purchase contracts in the manner described above, presentation and surrender of the Equity Unit certificate evidencing the related Corporate Units or Treasury Units and payment of any transfer or similar taxes payable by the holder in connection with the issuance of the related NextEra Energy common stock to any person other than the holder of the Corporate Units or Treasury Units, NextEra Energy will cause the shares of its common stock being purchased to be issued, and the related FPL Group Capital debentures, the applicable ownership interest in the Treasury portfolio or the Treasury securities, as the case may be, securing the purchase contracts to be released from the pledge under the pledge agreement described in Pledged Securities and Pledge Agreement and transferred, within three business days following the settlement date, to the purchasing holder or the holder's designee.

Early Settlement upon a Fundamental Change

Prior to the purchase contract settlement date, if NextEra Energy is involved in a transaction that constitutes a fundamental change (as such term is defined below) then following the fundamental change, each holder of an Equity Unit will have the right to accelerate and settle such contract early at the settlement rate determined as if the applicable market value equaled the stock price (as defined below), plus an additional make-whole amount of shares (such additional make-whole amount of shares being hereafter referred to as the make-whole shares), provided that at such time, if so required under the U.S. federal securities laws, there is in effect a registration statement covering the securities, if any, to be delivered in respect of the purchase contracts being settled. This right is referred to as the fundamental change early settlement right.

NextEra Energy will provide each of the holders of an Equity Unit with a notice of the completion of a fundamental change within five business days thereof. The notice will specify a date, which shall be at least ten days after the date of the notice but no later than the earlier of 20 days after the date of such notice or five business days prior to the purchase contract settlement date, by which each holder's fundamental change early settlement right must be exercised. The notice will set forth, among other things, the applicable settlement rate and the kind and amount of the cash, securities or other consideration receivable by the holder upon settlement. To exercise the fundamental change early settlement right, a holder of an Equity Unit must deliver to the purchase contract agent, no later than 4:00 p.m., New York City time, on the third business day before the fundamental change early settlement date, the certificate evidencing its Corporate Units or Treasury Units, and payment of the applicable purchase price in immediately available funds.

A fundamental change will be deemed to have occurred if either of the following occurs:

- (1) a person or group within the meaning of Section 13(d) of the Securities Exchange Act of 1934 has become the direct or indirect beneficial owner, as defined in Rule 13d-3 under the Securities Exchange Act of 1934, of NextEra Energy's common stock representing more than 50% of the voting power of NextEra Energy common stock; or
- (2) NextEra Energy is involved in a consolidation with or merger into any other person, or any merger of another person into NextEra Energy, or any transaction or series of related transactions (other than a merger that does not result in any reclassification, conversion, exchange or cancellation of outstanding shares of NextEra Energy's common stock), in each case in which 10% or more of the total consideration paid to NextEra Energy's shareholders consists of cash or cash equivalents.

If a holder exercises the fundamental change early settlement right, NextEra Energy will deliver to the holder on the fundamental change early settlement date the kind and amount of securities, cash or other consideration that the holder would have been entitled to receive if it had settled the purchase contract immediately before the fundamental change and received shares of NextEra Energy common stock at the settlement rate described above, plus the additional make-whole shares. The holder also will receive the applicable ownership interest in FPL Group Capital

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debentures, applicable ownership interest in the Treasury portfolio or applicable ownership interest in the Treasury securities forming a component of the Corporate Units or Treasury Units, as the case may be. If a holder of an Equity Unit does not elect to exercise its fundamental change early settlement right, its Corporate Units or Treasury Units will remain outstanding and subject to normal settlement on the purchase contract settlement date. NextEra Energy has agreed that, if required under the U.S. federal securities laws, NextEra

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Energy will use its commercially reasonable efforts to (1) have in effect a registration statement covering the securities, if any, to be delivered in respect of the purchase contracts being settled and (2) provide a prospectus in connection therewith, in each case in a form that may be used in connection with an early settlement upon a fundamental change. In the event that a holder seeks to exercise its fundamental change early settlement right and a registration statement is required to be effective in connection with the exercise of such right but no such registration statement is then effective, the holder's exercise of such right shall be void unless and until such a registration statement shall be effective and NextEra Energy will have no further obligation with respect to any such registration statement if, notwithstanding using its commercially reasonable efforts, no registration statement is then effective.

If the Treasury portfolio has replaced the FPL Group Capital debentures as a component of the Corporate Units, holders of the Corporate Units may exercise the fundamental change early settlement right only in integral multiples of Corporate Units (or such other number of Corporate Units as may be determined by the remarketing agent upon a successful remarketing of the FPL Group Capital debentures if the reset effective date is not a regular quarterly interest payment date). Otherwise, a holder of Corporate Units or Treasury Units may exercise the fundamental change early settlement right only in integral multiples of 20 Corporate Units or 20 Treasury Units, respectively.

Calculation of the Number of Make-Whole Shares. The number of make-whole shares by which the applicable settlement rate will be increased with respect to a fundamental change early settlement will be determined by reference to the table below, based on the date the fundamental change becomes effective (the effective date) and the stock price in the fundamental change, which will be

- in the case of a fundamental change described in clause (2) in the definition of fundamental change above and the holders of NextEra Energy common stock receive only cash in such fundamental change, the stock price paid per share will be the cash amount paid per share; or
- otherwise, the stock price paid per share will be the average of the closing prices of NextEra Energy common stock over the 20 consecutive trading day period ending on the trading day immediately preceding the effective date of the fundamental change.

Stock Price	Effective Date			
	September , 2010	September 1, 2011	September 1, 2012	September 1, 2013

The stock prices set forth in the first column heading of the table above will be adjusted upon the occurrence of certain events requiring anti-dilution adjustments to the fixed settlement rate.

Each of the make-whole share amounts in the table will be subject to adjustment in the same manner as the fixed settlement rate as set forth under Anti-dilution Adjustments.

The exact stock price and effective date applicable to a fundamental change may not be set forth on the table, in which case:

- if the stock price is between two stock price amounts on the table or the effective date is between two dates on the table, the amount of make-whole shares will be determined by straight line interpolation between the make-whole share amounts set forth for the higher and lower stock price amounts and the two dates, as applicable, based on a 365-day year;
- if the stock price is in excess of \$ per share (subject to adjustment as described above), then the amount of the make-whole shares will be zero; and
- if the stock price is less than \$ per share (subject to adjustment as described above) (the minimum stock price), then the amount of make-whole shares will be determined as if the stock price equaled the minimum stock price, using straight line interpolation, as described above, if the effective date is between two dates on the table.

Notice to Settle with Cash

A holder of a Corporate Unit (of which the applicable ownership interest in an FPL Group Capital debenture remains a component) that wishes to settle the related purchase contract with separate cash must notify the purchase contract agent by presenting and surrendering the certificate evidencing the Corporate Unit at the office of the purchase contract agent with the form of Notice to Settle by Separate Cash on the reverse side of the certificate completed and executed as indicated on or prior to 5:00 p.m., New York City time, on the seventh business day immediately preceding the purchase contract settlement date and delivering the required cash payment to the collateral agent on or prior to 11:00 a.m., New York City time, on the sixth business day immediately preceding the purchase contract settlement date.

A holder of a Treasury Unit or a Corporate Unit (of which the applicable ownership interest in an FPL Group Capital debenture is no longer a component) that wishes to settle the related purchase contract with separate cash must notify the purchase contract agent by presenting and surrendering the certificate representing the Treasury Unit or the certificate evidencing the Corporate Unit, as the case may be, at the office of the purchase contract agent with the form of Notice to Settle by Separate Cash on the reverse side of such certificate completed and executed as indicated on or prior to 5:00 p.m., New York City time, on the second business day immediately preceding the purchase contract settlement date and delivering the required cash payment to the collateral agent on or prior to 11:00 a.m., New York City time, on the business day immediately preceding the purchase contract settlement date.

If a holder of a Corporate Unit or Treasury Unit that has given notice of its intention to settle the purchase contract with separate cash fails to timely deliver the cash to the collateral agent, NextEra Energy will exercise its rights as a secured party in accordance with applicable law and may, among other things, retain the related pledged applicable ownership interests in an FPL Group Capital debenture, the applicable ownership interest in a Treasury portfolio or the Treasury security or sell the related pledged applicable ownership interests in an FPL Group Capital debenture, the applicable ownership interest in a Treasury portfolio or the Treasury security, in each case to satisfy in full the holders' obligations

to purchase NextEra Energy common stock under the related purchase contracts on September 1, 2013.

Contract Adjustment Payments

Contract adjustment payments in respect of Corporate Units and Treasury Units will be fixed at the rate of _____ % of \$50 per purchase contract per year. Contract adjustment payments payable for any period will be computed on the basis of a 360-day year consisting of twelve 30-day months. Contract adjustment payments will accrue from September _____, 2010 and will be payable quarterly in arrears on March 1, June 1, September 1 and December 1 of each year, commencing December 1, 2010.

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Contract adjustment payments will be payable to the holders of purchase contracts as they appear on the books and records of the purchase contract agent on the relevant record dates, which, as long as all of the Equity Units remain in book-entry only form, will be the close of business on the business day immediately prior to the relevant payment date. These distributions will be paid through the purchase contract agent, who will hold amounts received in respect of the contract adjustment payments for the benefit of the holders of the purchase contracts relating to the Equity Units. Subject to any applicable laws and regulations, each such payment will be made as described under Book-Entry Only System. In the event that all of the Equity Units do not remain in book-entry only form, NextEra Energy shall have the right to select relevant record dates, which shall be at least one business day but not more than 60 business days prior to the relevant payment dates, and to make payments by check mailed to the specified address of the holder as of the relevant record date.

If any date on which contract adjustment payments are to be made on the purchase contracts related to the Equity Units is not a business day, then payment of the contract adjustment payments payable on that date will be made on the next succeeding business day, and no interest or payment will be paid in respect of the delay. However, if such next succeeding business day is in the next succeeding calendar year, that payment will be made on the business day immediately preceding the scheduled payment date, in each case with the same force and effect as if made on that scheduled payment date. A business day means any day other than a Saturday, Sunday or any other day on which banking institutions and trust companies in The City of New York are permitted or required by any applicable law, regulation or executive order to close.

NextEra Energy's obligations with respect to contract adjustment payments will be subordinate and junior in right of payment to its obligations under any of its senior indebtedness. Upon any payment or distribution of assets of NextEra Energy to its creditors upon any dissolution, winding up, liquidation or reorganization, whether voluntary or involuntary, or in bankruptcy, insolvency, receivership or other similar proceedings, the holders of all senior indebtedness shall first be entitled to receive payment in full of all amounts due or to become due thereon, or payment of such amounts shall have been provided for, before the holders of the Equity Units shall be entitled to receive any contract adjustment payments with respect to any Equity Unit.

By reason of this subordination, in those events, holders of NextEra Energy's senior indebtedness may receive more, ratably, and holders of the Equity Units may receive less, ratably, than NextEra Energy's other creditors. Because NextEra Energy is a holding company, contract adjustment payments on the Equity Units are effectively subordinated to all indebtedness and other liabilities, including trade payables, debt and preferred stock incurred or issued by NextEra Energy's subsidiaries. NextEra Energy's subsidiaries are separate and distinct legal entities and have no obligation to pay any contract adjustment payments or to make any funds available for such payment.

In addition, no payment of contract adjustment payments with respect to any Equity Units may be made if:

- any payment default on any senior indebtedness of NextEra Energy has occurred and is continuing beyond any applicable grace period; or
- any default on any indebtedness of NextEra Energy other than a payment default with respect to senior indebtedness occurs and is continuing that permits the acceleration of the maturity on any indebtedness of NextEra Energy and the purchase contract agent receives a written notice of such default from NextEra Energy or the holders of such senior indebtedness.

Option to Defer Contract Adjustment Payments

NextEra Energy may, at its option and upon prior written notice to the holders of the Equity Units and the purchase contract agent, defer the payment of contract adjustment payments on the related purchase contracts forming a part of the Equity Units otherwise payable on a payment date to any subsequent payment date (a deferral period) until no later than the purchase contract settlement date; provided, however, that in an early settlement upon a fundamental change or any other early settlement of the purchase contracts, NextEra Energy will pay deferred contract adjustment payments to but not including the fundamental change settlement date or the most recent quarterly payment date, as applicable. Prior to the expiration of any deferral period, NextEra Energy may further

extend such deferral period to any subsequent payment date, but not beyond the purchase contract settlement date (or any applicable early settlement date or fundamental change early settlement date). Any deferred contract adjustment payments will accrue additional contract adjustment payments at the rate of % per year until paid, compounded quarterly, which is equal to the rate of total distributions on the Corporate Units (compounding on each succeeding payment date), until paid. If a purchase contract is settled early other than on a fundamental change early settlement date, a holder will have no right to receive any accrued and unpaid contract adjustment payments. In addition, if the purchase contracts are terminated upon the occurrence of certain events of bankruptcy, insolvency or reorganization with respect to NextEra Energy, the right to receive any accrued and unpaid contract adjustment payments and deferred contract adjustment payments will also terminate.

In the event that NextEra Energy exercises its option to defer the payment of contract adjustment payments, then, until the deferred contract adjustment payments have been paid, NextEra Energy will not declare or pay dividends on, make other distributions with respect to, or redeem, purchase or acquire, or make a liquidation payment with respect to, any of its capital stock or make guarantee payments with respect to the foregoing other than:

- purchases, redemptions or other acquisitions of NextEra Energy capital stock in connection with any employment contract, benefit plan or other similar arrangement with or for the benefit of any one or more employees, officers, directors, consultants or agents or a stock purchase or dividend