

EXHIBIT 1

FIRST AMENDMENT TO AMENDED AND RESTATED LOAN AGREEMENT

This FIRST AMENDMENT TO AMENDED AND RESTATED LOAN AGREEMENT (this "**First Amendment**") dated as of this 31st day of May, 2016 (the "**Effective Date**"), between NEW HAMPSHIRE TRANSMISSION, LLC ("**Borrower**") and NEXTERA ENERGY CAPITAL HOLDINGS, INC. ("**Lender**"). Borrower and Lender are hereinafter sometimes referred to collectively as the "**Parties**" and individually as a "**Party**".

Recitals

A. Borrower and Lender entered into that certain Amended and Restated Loan Agreement dated as of September 27, 2013 (the "**Loan Agreement**"), in connection with the Loans made by Lender to Borrower.

B. Borrower and Lender desire to amend the Loan Agreement to among other things (i) extend the Availability Period and (ii) revise the Phase II Loan Interest Rate to reflect Borrower's filings with the Federal Energy Regulatory Commission.

Agreement

NOW, THEREFORE, in consideration of the premises and mutual agreements hereinafter contained, the parties hereto agree as follows:

Section 1. Definitions. Capitalized terms used herein but not otherwise defined herein shall have the meanings assigned to such terms in the Loan Agreement.

Section 2. Amendments.

2.1 The Loan Agreement is hereby amended by replacing the reference to "September 27, 2013" in the introductory paragraph with a reference to "May 31, 2016".

2.2 Section 1 of the Loan Agreement is hereby amended by replacing the definition of "Phase 2 Loan Interest Rate" in its entirety to read as follows:

"**Phase 2 Loan Interest Rate** means, with respect to any particular Phase 2 Loan, the specific Interest Rate that will apply to that Phase 2 Loan. Such interest rate, which shall be determined separately for each Phase 2 Loan on the Business Day immediately preceding the date upon which the Phase 1 Loan in question is funded by Lender, shall equal the sum of (i) the applicable benchmark U.S. Treasury bond yield determined in accordance with the final sentence of this definition, plus (ii) a margin of two hundred thirty-two basis points (2.32%) per annum. For purposes of this definition, the "applicable benchmark U.S. Treasury bond yield" which is determined with respect to any particular Phase 2 Loan (i) shall be based upon the yield to maturity for a U.S. Treasury bond having a remaining term to maturity and principal amount which most closely approximate that of the Phase 2 Loan in question and (ii) shall be determined by Lender as published in the Wall Street Journal for the Business Day immediately preceding the date upon which the Phase 2 Loan in question is funded by Lender."

Section 3. Miscellaneous

3.1. Each of Borrower and Lender hereby ratifies the Loan Agreement, as amended by this First Amendment, and declares the same to be in full force and effect.

3.2 Each of Borrower and Lender hereby acknowledge and agree that, except as expressly set forth in this First Amendment, all terms of the Loan Agreement shall remain unmodified and shall continue in full force and effect as of the date hereof.

3.3. This First Amendment shall be governed by and construed in accordance with the laws of the State of New York, without regard to its conflict of laws principles (other than Section 5-1401 of the New York General Obligations Law).

3.4. This document may be executed in any number of counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to Loan Agreement to be executed as of the date and year first above written.

NEW HAMPSHIRE TRANSMISSION, LLC

By: 

Name: Christopher Sherman

Title: President

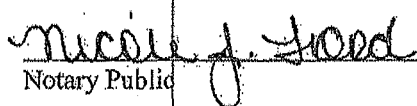
STATE OF MA

COUNTY OF Suffolk

)
) ss:
)

Personally appeared before me, the undersigned, a Notary Public in and for said County, Christopher Sherman, to me known and known to me, who, being by me first duly sworn, declared that he is the President of New Hampshire Transmission, LLC, and that being duly authorized, he did execute the foregoing instrument before me for the purposes set forth therein.

IN WITNESS WHEREOF, I have hereto set my hand and official seal at Regus, Boston, this 8 day of June, 2016.


Notary Public

My Commission Expires: 3.25.2022



NICOLE J. FORD
Notary Public
Commonwealth of Massachusetts
My Commission Expires
March 25, 2022

NEXTERA ENERGY CAPITAL HOLDINGS, INC.

By: Joseph Balzano
Name: Joseph Balzano
Title: Assistant Treasurer

STATE OF NEW YORK)

) ss.

COUNTY OF NEW YORK)

Personally appeared before me, the undersigned, a Notary Public in and for said County, Joseph Balzano, to me known and known to me, who, being by me first duly sworn, declared that he is the Assistant Treasurer of NextEra Energy Capital Holdings, Inc., and that being duly authorized, he did execute the foregoing instrument before me for the purposes set forth therein.

IN WITNESS WHEREOF, I have hereto set my hand and official seal at New York, New York, this 31st day of May, 2016.

Rudy D. Green
Notary Public

My Commission Expires:

RUDY D. GREEN
Notary Public, State of New York
No.: 02GR4962723
Qualified in New York County
Commission Expires February 26, 2018

EXHIBIT 2

NEW HAMPSHIRE TRANSMISSION, LLC

SECRETARY'S CERTIFICATE

The undersigned, Melissa A. Plotsky, Secretary of New Hampshire Transmission, LLC, a Delaware limited liability company (the "Company"), hereby certifies that:

1. Attached hereto as Exhibit A is a true and correct copy of the Certificate of Formation of the Company, as amended to the date hereof;

2. Attached hereto as Exhibit B is a true and correct copy of the Limited Liability Company Agreement of the Company, as in effect on the date hereof;

3. The Company has been duly formed and is in good standing under the laws of the State of Delaware. Attached hereto as Exhibit C is a true and correct copy of a Certificate of Good Standing of the Company, dated July 7, 2016, certified by the Secretary of State of the State of Delaware.

IN WITNESS WHEREOF, I have hereunto signed my name on this 7th day of July, 2016

By: Melissa A. Plotsky
Name: Melissa A. Plotsky
Title: Secretary

EXHIBIT A

NEW HAMPSHIRE TRANSMISSION, LLC

CERTIFICATE OF FORMATION

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED ARE TRUE AND CORRECT COPIES OF ALL DOCUMENTS ON FILE OF "NEW HAMPSHIRE TRANSMISSION, LLC" AS RECEIVED AND FILED IN THIS OFFICE.

THE FOLLOWING DOCUMENTS HAVE BEEN CERTIFIED:

CERTIFICATE OF FORMATION, FILED THE SIXTEENTH DAY OF JULY, A.D. 2009, AT 1:27 O'CLOCK P.M.

CERTIFICATE OF AMENDMENT, CHANGING ITS NAME FROM "ENDEAVOR WIND HOLDING, LLC" TO "NEW ENGLAND TRANSMISSION, LLC", FILED THE TWENTY-NINTH DAY OF JULY, A.D. 2009, AT 4:17 O'CLOCK P.M.

CERTIFICATE OF AMENDMENT, CHANGING ITS NAME FROM "NEW ENGLAND TRANSMISSION, LLC" TO "NEW HAMPSHIRE TRANSMISSION, LLC", FILED THE ELEVENTH DAY OF AUGUST, A.D. 2009, AT 4:06 O'CLOCK P.M.


AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CERTIFICATES ARE THE ONLY CERTIFICATES ON RECORD OF THE AFORESAID LIMITED LIABILITY COMPANY, "NEW HAMPSHIRE TRANSMISSION, LLC".



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130325111

You may verify this certificate online
at corp.delaware.gov/authver.shtml


Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 0290311

DATE: 03-18-13

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


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

FIRST: The name of the limited liability company (hereinafter called the "limited liability company") is **Endeavor Wind Holding, LLC**

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

The Corporation Trust Company
1209 Orange Street
Wilmington, DE 19801

Executed this day July 16, 2009


By: Nick Buford
An Authorized Person

**STATE OF DELAWARE
CERTIFICATE OF AMENDMENT**

1. Name of Limited Liability Company: New England Transmission, LLC

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

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

New Hampshire Transmission, LLC

IN WITNESS WHEREOF, the undersigned have executed this Certificate on the 11th day of August, A.D. 2009.

By: Charles S. Schultz
Authorized Person(s)

Name: Charles S. Schultz , Authorized Person
Print or Type

EXHIBIT B

NEW HAMPSHIRE TRANSMISSION, LLC

LIMITED LIABILITY COMPANY AGREEMENT

LIMITED LIABILITY COMPANY AGREEMENT

OF

ENDEAVOR WIND HOLDING, LLC

This Limited Liability Company Agreement (this "Agreement") of Endeavor Wind Holding, LLC (the "Company") is made and entered into by ESI Energy, LLC, a Delaware limited liability company, as the initial member (the "Member").

The Member has authorized the execution of a Certificate of Formation of the Company and the filing thereof with the Secretary of State of the State of Delaware for the purpose of forming the Company as a limited liability company pursuant to and in accordance with the Delaware Limited Liability Company Act (6 Del. C. section 18-101, et seq.), as amended from time to time (the "Act"). The Member hereby agrees as follows:

1. Name. The name of the limited liability company is Endeavor Wind Holding, LLC (the "Company").

2. Certificate of Formation. Nick A. Buford was authorized by the Member to execute and cause the Certificate of Formation to be filed and is an authorized person within the meaning of the Act. Nick A. Buford has executed the Certificate of Formation and caused the certificate to be filed with the Secretary of State of the State of Delaware and, upon the filing thereof, the Company was formed. Upon the formation of the Company, the powers of Nick A. Buford as an authorized person ceased and the Member thereupon became and is hereby designated as an authorized person within the meaning of the Act. The Member, acting on its own behalf or acting through any of its duly authorized Officers (as defined in Section 13(b) of this Agreement), shall execute, deliver and file any other certificates (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in any and all jurisdictions in which the Company may wish to conduct business.

3. Purpose and Powers. The purpose for which the Company is formed is the transaction of any or all lawful business for which a limited liability company may be formed under the Act. The Company shall have all powers which are provided to a limited liability company under the Act which are related to such purpose and necessary, or advisable to accomplish such purpose.

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

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

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

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

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

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

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

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

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

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

13. Management.

(a) By Member. In accordance with Section 18-402 of the Act, management of the Company is vested in the Member. The Member shall have the power to do any and all acts necessary, convenient or incidental to or for the furtherance of the purposes described herein, including all powers, statutory or otherwise, possessed by members of a limited liability company under the laws of the State of Delaware to the extent such powers are consistent with the terms of this Agreement and are appropriate or

(b) useful in carrying out the purposes of the Company as set forth in this Agreement, including, without limitation, the power:

(i) To borrow money and, as security therefor, to mortgage, pledge or otherwise encumber any and all assets of the Company; including the rights of the Company under any agreements;

(ii) To cause to be paid all amounts due and payable by the Company to any

Person and to collect all amounts due to the Company; and to make contributions to subsidiaries of the Company to be used to pay amounts due or to become due and payable by the subsidiaries;

- (iii) To employ or cause a subsidiary of Company to employ such agents, employees, managers, accountants, attorneys, consultants and other persons, necessary or appropriate to carry out the business and affairs of the Company or subsidiary, and to pay such fees, expenses, salaries, wages and other compensation to such persons as the Member shall determine;
- (iv) To pay, extend, renew, modify, adjust, submit to arbitration, prosecute, defend or compromise, upon such terms as the Member may determine and upon such evidence as it may deem sufficient, any obligation, suit, liability, cause of action or claim, including taxes, either in favor of or against the Company or any subsidiary thereof;
- (v) To pay any and all fees and to make any and all expenditures which the Member deems necessary or appropriate in connection with the organization of the Company and subsidiaries, the management of the affairs of the Company and subsidiaries and the carrying out of its obligations and responsibilities under this Agreement and the Act, and to enforce all rights of the Company;
- (vi) To take all actions, undertake all obligations and responsibilities and exercise all rights and privileges which the Company, as the member of any subsidiary, has under its organizational documents and the law under which such subsidiary is organized, including, but not limited to, making, on behalf of the Company, contributions to and accepting on behalf of the Company, distributions from subsidiaries;
- (vii) To prosecute, protect and defend or cause to be protected and defended all patents, patent rights, trade names, trademarks and service marks, and all applications with respect thereto, which may be held by the Company or a subsidiary thereof and to take all reasonable and necessary actions to protect the secrecy of and the proprietary rights with respect to any trade secrets, know-how, secret processes or other proprietary information and to prosecute and defend all rights of the Company or a subsidiary in connection therewith;

- (viii) To enter into, execute, acknowledge and deliver any and all contracts, agreements or other instruments necessary or appropriate to carry on the business of the Company as set forth herein;
 - (ix) To cause to be paid any and all taxes, charges and assessments that may be levied, assessed or imposed upon any of the assets of the Company, or that arise as a result of the activities of the company, unless the same are contested by the Company in good faith;
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- (x) To file all applications by the Company for, or accept, necessary permits, licenses and other governmental approvals, or any amendment to or withdrawal or termination of such applications or governmental approvals;
 - (xi) To establish and maintain one or more accounts for the Company in such financial institutions as the Member may from time to time designate;
 - (xii) To make distributions to the Member;
 - (xiii) To cause the Company to make or revoke any of the elections under the United States Internal Revenue Code of 1986, as amended, that are made at the Company level and to cause the Company to request and obtain interpretative or exemptive advice and orders from federal and state regulatory authorities;
 - (xiv) To maintain liability and casualty insurance in amounts and with coverages consistent with prudent commercial standards and with insurers of recognized responsibility;
 - (xv) To invest funds not immediately needed in the operation of the business;
 - (xvi) To borrow funds from the Member or any of its affiliates;
 - (xvii) To acquire and dispose of real, personal, intangible and mixed property and ~~interests herein; and~~
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- (xviii) To authorize LET Holdings, LLC or its successors or assigns to undertake activities in connection with the Company's bank accounts pursuant to the Company's banking resolutions;
 - (xix) To delegate the foregoing power and authority to any of its authorized officers.
- (b) Officers. The Member may, from time to time as it deems advisable, appoint officers of the Company (the "Officers") and assign in writing titles (including without limitation President, Vice President, Secretary, and Treasurer) to any such person. Unless the Member decides otherwise, if the title is one commonly used for officers

of a business corporation formed under the Delaware General Corporation Law, the assignment of such title shall constitute the delegation to such person of the authorities and duties that are normally associated with that office. Any delegation pursuant to this Section 13 (b) may be amended or revoked at any time by the Member. The Officers of the Company shall be the persons listed below opposite the offices to which they are hereby appointed until each resigns or is removed:

<u>Name</u>	<u>Title</u>
TJ Tuscai	President
Miguel Arechabala	Vice President
Kathy A. Beilhart	Vice President, Asst. Treas. & Asst. Sec.
Paul Cutler	Vice President
Benjamin F. Gilbert, Jr.	Vice President
Matthew S. Handel	Vice President
Andrew D. Kushner	Vice President, Asst. Treas. & Asst. Sec.
Michael O'Sullivan	Vice President
Mark R. Sorensen	Vice President
Mark R. Sorensen	Treasurer
Charles S. Schultz	Secretary
Rita W. Costantino	Assistant Secretary

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

15. Other Business. The Member may engage in or possess an interest in other business ventures (unconnected with the Company) of every kind and description, independently or with

others. The Company shall not have any rights to any income or profit derived from any such other business venture of the Member.

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

17. Assignments.

- (a) The Member may assign its membership interest in the Company in whole or in part so long as such assignment does not cause a dissolution of the Company.
- (b) If the Member transfers all of its interest in the Company pursuant to this Section, the transferee shall be admitted to the Company as the Member and shall exercise all the rights and powers of the transferor Member (the "Transferor") upon the execution by the transferee of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement. Such admission shall be deemed effective immediately prior to the transfer, and, immediately following such admission, the Transferor shall cease to be the Member.

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

19. Status under Uniform Commercial Code. It is the intention of the Member and the Company that the interest of the Member in the Company shall not be treated as a "security" subject to the provisions of Article 8 of the Uniform Commercial Code as in effect in any relevant jurisdiction.

20. Dissolution.

- (a) The existence of the Company shall terminate upon the occurrence of an event described in the following subsections:
- (b) The Company shall dissolve, and its affairs shall be wound up upon the first to occur of the following: (i) the written consent of the Member, (ii) the retirement, resignation or dissolution of the Member or the occurrence of any other event which involuntarily terminates the continued membership of the Member in the Company unless the business of the Company is continued in a manner permitted by the Act, or (iii) the entry of a decree of judicial dissolution under Section 18-802 of the Act.
- (c) The bankruptcy or other event described in Section 18-304 of the Act with respect to the Member will not cause such Member to cease to be a member of the Company and upon the occurrence of such an event, the business of the Company shall continue without dissolution.
- (d) In the event of dissolution, the Company shall conduct only such activities as are necessary to wind up its affairs (including the sale of the assets of the Company in an orderly manner), and the assets of the Company shall be applied in the manner, and in the order or priority, set forth in Section 18-804 of the Act.

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

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

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

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

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

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, has duly executed this Agreement as of July 16, 2009.

ESI ENERGY, LLC
the Sole Member

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

EXHIBIT C

NEW HAMPSHIRE TRANSMISSION, LLC

CERTIFICATE OF GOOD STANDING

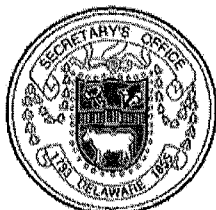
Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "NEW HAMPSHIRE TRANSMISSION, LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE SEVENTH DAY OF JULY, A.D. 2016.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN PAID TO DATE.



4710243 8300

SR# 20164805885

You may verify this certificate online at corp.delaware.gov/authver.shtml

A handwritten signature in black ink, appearing to read "JBULLOCK", is written over a horizontal line. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed in a small font.

Authentication: 202616251

Date: 07-07-16

EXHIBIT 3

1 STATE OF NEW HAMPSHIRE
2
3 BEFORE THE
4
5 PUBLIC UTILITIES COMMISSION
6
7
8
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10 _____)
11 NEW HAMPSHIRE TRANSMISSION, LLC)
12 _____)
13

DOCKET NO. _____

14
15 PETITION OF NEW HAMPSHIRE TRANSMISSION, LLC
16 FOR APPROVAL OF FINANCING
17

18
19 TESTIMONY OF CHRISTOPHER SHERMAN
20 ON BEHALF OF
21 NEW HAMPSHIRE TRANSMISSION, LLC
22 September 1, 2016
23

24 Background and Qualifications

25 Q. Please state your name and business address.

26 A. My name is Christopher Sherman. My business address is 700 Universe
27 Blvd., Juno Beach, FL 33408.

28 Q. Who is your current employer and what position do you hold?

29 A. I am employed as President of New Hampshire Transmission, LLC
30 ("NHT" or the "Company"), an indirect subsidiary of NextEra Energy, Inc. ("NextEra").
31 I was appointed to my current position in August 2015. I am responsible for managing
32 NHT's Seabrook Substation asset, including compliance, the capital and operations and
33 maintenance plan and interfacing with external stakeholders such as the Independent
34 System Operator of New England ("ISO-NE"). I am also responsible for transmission
35 development in the New England region.

Q. What is your background and what are your qualifications?

A. Prior to my current position, I was the Director of Regulatory and
ative Affairs at NextEra Energy Resources. Prior to that I worked for Mirant and
y Management, Inc. in all phases of project development and management,
ing land acquisition, permitting, contracts management, the trading and scheduling
ral gas, fuel oil, and electricity, and community relations. I have a B.S. in
ss Administration from the University of Central Florida and a Juris Doctorate
ne Southern New England School of Law. I am a member of the Massachusetts

Purpose of Testimony

Q. What is the purpose of your testimony?

A. The purpose of my testimony is to describe for the New Hampshire Public Utilities Commission (“Commission”) the proposed financing between NextEra Energy Capital Holdings, Inc. (“NextEra Capital”) and NHT, and to explain why the financing is in the public good.

Background on NHT

Q. Please describe the corporate relationship among NextEra, Florida & Light Company, NextEra Capital, NextEra Energy Resources, LLC and

A. NextEra has two primary direct subsidiaries; Florida Power & Light Company (“FPL”) and NextEra Capital. FPL is a vertically integrated electric utility serving retail customers within peninsular Florida. NextEra Capital, a wholly-owned subsidiary of NextEra Energy, Inc., holds the capital stock of, or has equity interests in,

1 NextEra's operating subsidiaries (including NHT as an indirect subsidiary) and provides
2 funding for those subsidiaries. NextEra Capital owns the capital stock of and provides
3 the funding for NextEra's non-FPL companies, including NextEra Energy Resources,
4 LLC ("NEER") and NextEra Energy Infrastructure, LLC ("NEI"). NEER indirectly owns
5 generation assets, including the Seabrook Nuclear Generating Station (directly owned by
6 NextEra Energy Seabrook, LLC). NHT owns transmission assets, including the
7 substation located on the grounds of, and utilized by the Seabrook Nuclear Generating
8 Station (the "Seabrook Substation").

9 **Q. Please describe NHT and Seabrook Substation.**

10 A. Pursuant to Order No. 24,321 in DE 03-186, 89 NH PUC 267 (2004), the
11 Commission authorized FPL to be a New Hampshire public utility for the limited purpose
12 of owning (an 88.23 percent share) and operating the Seabrook Substation and approved
13 a settlement agreement that spelled out the requirements that FPL had to follow. One of
14 those requirements was that it be subject to the provisions of RSA 369 and certain other
15 applicable regulatory laws with respect to any financing. The Commission has approved
16 three prior financings for NHT and its predecessor, FPL-NED. *See* Order No. 24,935
17 issued on January 30, 2009 in DE 08-164, 94 NH PUC 37 (2009); Order No. 25,138
18 issued on August 12, 2010 in DE 10-062, 95 NH PUC 429 (2010); and Order No. 25,556
19 issued on July 30, 2013 in DE 13-138. In Order No. 25,105 in DE 10-042, 95 NH PUC
20 235 (2010), the Commission approved the transfer of the Seabrook Substation from FPL
21 to NHT. As an NHT asset, the Seabrook Substation remains operationally and
22 financially independent from NextEra's utility operations elsewhere. Seabrook
23 Substation is a 345 kV Pool Transmission Facility operated as part of the transmission

1 network of ISO-NE. It interconnects the Seabrook Nuclear Generating Station, the
2 largest single electric generation resource in New England, with three major 345 kV
3 transmission lines that are key components of the backbone ISO New England, Inc.
4 (“ISO-NE”) network. Even when the Seabrook Nuclear Generating Station is not
5 operating, the interconnection facilities associated with Seabrook Substation are essential
6 to the reliable operation of the ISO-NE transmission network. Seabrook Substation is
7 NHT’s only operating asset, and it does not own any other electricity generation,
8 transmission or distribution facilities, either in the ISO-NE market or anywhere else in
9 the United States.

The Proposed Financing

11 **Q. Please describe the proposed financing.**

12 A. NHT seeks authorization to extend and slightly amend its existing line of
13 credit agreement (the “Amended Loan Facility”) with NextEra Capital, NHT’s lender and
14 indirect parent company and to issue long-term debt securities in accordance with the
15 Amended Loan Facility. This financing will be used to fund its share of future repairs
16 and upgrades at Seabrook Substation, and for other capital costs and operating expenses.
17 The terms of this financing are essentially the same as the terms of the financing
18 approved by this Commission in 2013, except for conforming changes to reflect the lower
19 basis point margin added to the U.S. Treasury bond rate as described below. The
20 principal amount of total borrowings under the Amended Loan Facility would not exceed
21 \$36 million during the period May 31, 2016-May 31, 2018, which is the availability
22 period under the loan. NHT would have the right to borrow additional amounts in excess
23 of its current \$16.1 million obligation to NextEra Capital (each such borrowing a “New

1 Loan”), up to the \$36 million cap, in order to finance upgrades at Seabrook Substation.
2 The maturity of all such borrowings will be the calendar date that is 30 years from the
3 closing date of the Original Loan Facility.

4 **Q. Please provide more detail regarding the proposed financing.**

5 A. Although the Amended Loan Facility was executed on May 31, 2016,
6 New Loans will only be made under the Amended Loan Facility on or after the effective
7 date of the Authorization and after obtaining the approval of this Commission. The
8 Federal Energy Regulatory Commission (“FERC”) has approved the proposed financing.
9 All principal, accrued interest and fees under any New Loans would have a maturity of
10 30 years from the 2013 closing of the original loan facility (September 26, 2043) and
11 would be secured and bear interest as described below. All issuances of debt securities
12 under the Amended Loan Facility will be to an existing holder of comparable debt and
13 will have an interest rate based on U.S. Treasury bonds of comparable maturity. The
14 interest rate for any New Loans will be established and fixed on the business day
15 immediately preceding the date upon which the New Loan is funded by NextEra Capital;
16 it will equal the sum of (i) the applicable benchmark U.S. Treasury bond yield plus (ii) a
17 margin of two hundred thirty-two (232) basis points per annum. The applicable
18 benchmark U.S. Treasury bond yield for any New Loan will be based upon the yield to
19 maturity for a U.S. Treasury bond having a remaining term to maturity and principal
20 amount which most closely approximates that of the New Loan as published in the Wall
21 Street Journal for the business day immediately preceding the date upon which the New
22 Loan in question is funded by NextEra Capital.

1 **Q. What is the requested timetable for approval of this proposed**
2 **financing?**

3 A. NHT is requesting an order from the Commission with an effective date
4 no later than October 31, 2016.

5 **Q. Please describe what NHT's indebtedness will be as a result of this**
6 **proposed financing.**

7 A. Debt obligations pursuant to the Amended Loan Facility will be the only
8 long-term indebtedness that will be incurred or held by NHT during the term of the
9 Authorization Period. For purposes of coverage analysis, the \$36 million cap on
10 aggregate outstanding principal under the Amended Loan Facility will also be the upper
11 limit on NHT's total indebtedness during the Authorization Period. The long-term debt
12 securities will be secured by a pledge of NHT's revenues and all of its assets, including
13 its share of the Seabrook Substation and all upgrades associated with Seabrook
14 Substation. NHT receives all of its revenues from transmission service provided by
15 Seabrook Substation in accordance with ISO-NE Transmission, Markets and Services
16 Tariff accepted by FERC.

17 **Q. How does NHT plan to use the net proceeds of the proposed**
18 **financing?**

19 A. The Amended Loan Facility will require NHT to use the loan proceeds to
20 either pay down the Current Obligation Amount or to finance routine capital costs,
21 operating expenditures or facility upgrades at the Seabrook Substation. These upgrades
22 include funding the procurement of equipment, systems, facilities, materials and supplies,

1 and the conduct of work and services, relating to, used in connection with or supporting
2 facility and operational upgrades at Seabrook Substation.

3 **Q. What are the estimated costs associated with this proposed financing?**

4 A. NextEra Capital will not be charging an upfront fee at closing, which
5 would typically be the case for a third-party financing. NextEra Capital will charge NHT
6 interest in connection with the proposed financing as described above.

7 **Q. Have you reviewed Form F-4, the form that the Commission requires**
8 **for the approval of financing petitions?**

9 A. Yes, I have reviewed this form and the Commission's rule, Puc 308.12.

10 **Q. Are all the requirements for a typical financing by an electric**
11 **distribution public utility applicable to the financing that is the subject of this**
12 **petition?**

13 A. No. Certain requirements are not applicable to the proposed financing
14 because NHT is proposing an amended loan agreement between NextEra Capital and
15 NHT, which are affiliated corporations. In addition, NHT is not a traditional distribution
16 electric utility. As recognized in the 2004 settlement approved by the Commission and
17 subsequent orders, NHT has no retail customers and as such has no retail rates, only
18 tariffed transmission rates approved by FERC, and is therefore subject to only limited
19 regulation by this Commission. The proposed financing will not be a publicly issued
20 security, nor will it be a security that requires an exemption from registration under the
21 federal securities laws. Moreover, there will be no external reporting requirements under
22 federal securities laws and there will be no promissory note.

23 **Q. Have you provided pro forma and current income statements?**

EXHIBIT 4

Exhibit C
NEW HAMPSHIRE TRANSMISSION, LLC
PRO FORMA BALANCE SHEET
MARCH 31, 2016

Row		Actual	Pro Forma	
			Adjustment	Amount
1	UTILITY PLANT			
2	Utility Plant (101-106, 114)	73,062,400	49,663,668	122,726,068
3	Construction Work in Progress (107)	3,920,027		3,920,027
4	TOTAL Utility Plant (Enter Total of lines 2 and 3)	76,982,427	49,663,668	126,646,095
5	(Less) Accum. Prov. for Depr. Amort. Depl. (108, 110, 111, 115)	19,310,386	1,549,506	20,859,892
6	Net Utility Plant (Enter Total of line 4 less 5)	57,672,041	48,114,161	105,786,202
7	Nuclear Fuel in Process of Ref., Conv., Enrich., and Fab. (120.1)	0		0
8	Nuclear Fuel Materials and Assemblies-Stock Account (120.2)	0		0
9	Nuclear Fuel Assemblies in Reactor (120.3)	0		0
10	Spent Nuclear Fuel (120.4)	0		0
11	Nuclear Fuel Under Capital Leases (120.6)	0		0
12	(Less) Accum. Prov. for Amort. of Nucl. Fuel Assemblies (120.5)	0		0
13	Net Nuclear Fuel (Enter Total of lines 7-11 less 12)	0		0
14	Net Utility Plant (Enter Total of lines 6 and 13)	57,672,041	48,114,161	105,786,202
15	Utility Plant Adjustments (116)	0		0
16	Gas Stored Underground - Noncurrent (117)	0		0
17	OTHER PROPERTY AND INVESTMENTS	0		0
18	Nonutility Property (121)	0		0
19	(Less) Accum. Prov. for Depr. and Amort. (122)	0		0
20	Investments in Associated Companies (123)	0		0
21	Investment in Subsidiary Companies (123.1)	0		0
22	(For Cost of Account 123.1, See Footnote Page 224, line 42)	0		0
23	Noncurrent Portion of Allowances	0		0
24	Other Investments (124)	0		0
25	Sinking Funds (125)	0		0
26	Depreciation Fund (126)	0		0
27	Amortization Fund - Federal (127)	0		0
28	Other Special Funds (128)	0		0
29	Special Funds (Non Major Only) (129)	0		0
30	Long-Term Portion of Derivative Assets (175)	0		0
31	Long-Term Portion of Derivative Assets - Hedges (176)	0		0
32	TOTAL Other Property and Investments (Lines 18-21 and 23-31)	0		0
33	CURRENT AND ACCRUED ASSETS	0		0
34	Cash and Working Funds (Non-major Only) (130)	0		0
35	Cash (131)	2,418,723	4,786,402	7,205,125
36	Special Deposits (132-134)	0		0
37	Working Fund (135)	0		0
38	Temporary Cash Investments (136)	0		0
39	Notes Receivable (141)	0		0
40	Customer Accounts Receivable (142)	0		0
41	Other Accounts Receivable (143)	42,730		42,730
42	(Less) Accum. Prov. for Uncollectible Acct.-Credit (144)	0		0
43	Notes Receivable from Associated Companies (145)	0		0
44	Accounts Receivable from Assoc. Companies (146)	459,024		459,024
45	Fuel Stock (151)	0		0
46	Fuel Stock Expenses Undistributed (152)	0		0
47	Residuals (Elec) and Extracted Products (153)	0		0
48	Plant Materials and Operating Supplies (154)	0		0
49	Merchandise (155)	0		0
50	Other Materials and Supplies (156)	0		0
51	Nuclear Materials Held for Sale (157)	0		0
52	Allowances (158.1 and 158.2)	0		0
53	(Less) Noncurrent Portion of Allowances	0		0
54	Stores Expense Undistributed (163)	0		0
55	Gas Stored Underground - Current (164.1)	0		0
56	Liquefied Natural Gas Stored and Held for Processing (164.2-164.3)	0		0
57	Prepayments (165)	285,813		285,813
58	Advances for Gas (166-167)	0		0
59	Interest and Dividends Receivable (171)	0		0
60	Rents Receivable (172)	0		0
61	Accrued Utility Revenues (173)	2,435,482		2,435,482
62	Miscellaneous Current and Accrued Assets (174)	0		0
63	Derivative Instrument Assets (175)	0		0
64	(Less) Long-Term Portion of Derivative Instrument Assets (175)	0		0
65	Derivative Instrument Assets - Hedges (176)	0		0
66	(Less) Long-Term Portion of Derivative Instrument Assets - Hedges	0		0
67	Total Current and Accrued Assets (Lines 34 through 66)	5,641,772	4,786,402	10,428,174
68	DEFERRED DEBITS	0		0
69	Unamortized Debt Expenses (181)	0		0
70	Extraordinary Property Losses (182.1)	0		0
71	Unrecovered Plant and Regulatory Study Costs (182.2)	0		0
72	Other Regulatory Assets (182.3)	525,717		525,717
73	Prelim. Survey and Investigation Charges (Electric) (183)	0		0
74	Preliminary Natural Gas Survey and Investigation Charges 183.1)	0		0
75	Other Preliminary Survey and Investigation Charges (183.2)	0		0
76	Clearing Accounts (184)	0		0
77	Temporary Facilities (185)	0		0
78	Miscellaneous Deferred Debits (186)	0		0
79	Def. Losses from Disposition of Utility Plt. (187)	0		0
80	Research, Devel. and Demonstration Expend. (188)	0		0
81	Unamortized Loss on Required Debt (189)	0		0
82	Accumulated Deferred Income Taxes (190)	3,454,747		3,454,747
83	Unrecovered Purchased Gas Costs (191)	0		0
84	Total Deferred Debits (lines 69 through 83)	3,980,464	0	3,980,464
85	TOTAL ASSETS (lines 14-16, 32, 67, and 84)	67,294,277	52,900,563	120,194,840

1	PROPRIETARY CAPITAL	0		0
2	Common Stock Issued (201)	0		0
3	Preferred Stock Issued (204)	0		0
4	Capital Stock Subscribed (202, 205)	0		0
5	Stock Liability for Conversion (203, 206)	0		0
6	Premium on Capital Stock (207)	0		0
7	Other Paid-In Capital (208-211)	15,802,790	29,798,201	45,600,991
8	Installments Received on Capital Stock (212)	0		0
9	(Less) Discount on Capital Stock (213)	0		0
10	(Less) Capital Stock Expense (214)	0		0
11	Retained Earnings (215, 215.1, 216)	7,977,512	3,236,895	11,214,407
12	Unappropriated Undistributed Subsidiary Earnings (216.1)	0		0
13	(Less) Reacquired Capital Stock (217)	0		0
14	Noncorporate Proprietorship (Non-major only) (218)	0		0
15	Accumulated Other Comprehensive Income (219)	0		0
16	Total Proprietary Capital (lines 2 through 15)	23,780,302	33,035,096	56,815,398
17	LONG-TERM DEBT	0		0
18	Bonds (221)	0		0
19	(Less) Reacquired Bonds (222)	0		0
20	Advances from Associated Companies (223)	16,134,533	19,865,467	36,000,000
21	Other Long-Term Debt (224)	0		0
22	Unamortized Premium on Long-Term Debt (225)	0		0
23	(Less) Unamortized Discount on Long-Term Debt-Debit (226)	0		0
24	Total Long-Term Debt (lines 18 through 23)	16,134,533	19,865,467	36,000,000
25	OTHER NONCURRENT LIABILITIES	0		0
26	Obligations Under Capital Leases - Noncurrent (227)	0		0
27	Accumulated Provision for Property Insurance (228.1)	0		0
28	Accumulated Provision for Injuries and Damages (228.2)	0		0
29	Accumulated Provision for Pensions and Benefits (228.3)	0		0
30	Accumulated Miscellaneous Operating Provisions (228.4)	0		0
31	Accumulated Provision for Rate Refunds (229)	0		0
32	Long-Term Portion of Derivative Instrument Liabilities	0		0
33	Long-Term Portion of Derivative Instrument Liabilities - Hedges	0		0
34	Asset Retirement Obligations (230)	0		0
35	Total Other Noncurrent Liabilities (lines 26 through 34)	0	0	0
36	CURRENT AND ACCRUED LIABILITIES	0		0
37	Notes Payable (231)	0		0
38	Accounts Payable (232)	307,302		307,302
39	Notes Payable to Associated Companies (233)	0		0
40	Accounts Payable to Associated Companies (234)	3,407,682		3,407,682
41	Customer Deposits (235)	0		0
42	Taxes Accrued (236)	231,256		231,256
43	Interest Accrued (237)	0		0
44	Dividends Declared (238)	0		0
45	Matured Long-Term Debt (239)	0		0
46	Matured Interest (240)	0		0
47	Tax Collections Payable (241)	0		0
48	Miscellaneous Current and Accrued Liabilities (242)	154,591		154,591
49	Obligations Under Capital Leases-Current (243)	0		0
50	Derivative Instrument Liabilities (244)	0		0
51	(Less) Long-Term Portion of Derivative Instrument Liabilities	0		0
52	Derivative Instrument Liabilities - Hedges (245)	0		0
53	(Less) Long-Term Portion of Derivative Instrument Liabilities-Hedges	0		0
54	Total Current and Accrued Liabilities (lines 37 through 53)	4,100,831	0	4,100,831
55	DEFERRED CREDITS	0		0
56	Customer Advances for Construction (252)	0		0
57	Accumulated Deferred Investment Tax Credits (255)	0		0
58	Deferred Gains from Disposition of Utility Plant (256)	0		0
59	Other Deferred Credits (253)	0		0
60	Other Regulatory Liabilities (254)	8,894,842		8,894,842
61	Unamortized Gain on Reacquired Debt (257)	0		0
62	Accum. Deferred Income Taxes-Accel. Amort.(281)	0		0
63	Accum. Deferred Income Taxes-Other Property (282)	14,063,735		14,063,735
64	Accum. Deferred Income Taxes-Other (283)	320,034		320,034
65	Total Deferred Credits (lines 56 through 64)	23,278,611	0	23,278,611
66	TOTAL LIABILITIES AND STOCKHOLDER EQUITY	67,294,277	52,900,563	120,194,840

Exhibit D
NEW HAMPSHIRE TRANSMISSION, LLC
PRO FORMA STATEMENT OF INCOME
FOR THE PERIOD APRIL 1, 2015 - MARCH 31, 2016

Row		Actual	Pro Forma	
			Adjustment	Amount
1	UTILITY OPERATING INCOME	0		0
2	Operating Revenues (400)	10,383,641	8,060,344	18,443,985
3	Operating Expenses	0		0
4	Operation Expenses (401)	3,496,605		3,496,605
5	Maintenance Expenses (402)	1,557,741		1,557,741
6	Depreciation Expense (403)	2,242,618	1,549,506	3,792,124
7	Depreciation Expense for Asset Retirement Costs (403.1)	0		0
8	Amort. & Depl. of Utility Plant (404-405)	0		0
9	Amort. of Utility Plant Acq. Adj. (406)	0		0
10	Amort. Property Losses, Unrecov Plant and Regulatory Study Costs (407)	0		0
11	Amort. of Conversion Expenses (407)	0		0
12	Regulatory Debits (407.3)	4,467,071		4,467,071
13	(Less) Regulatory Credits (407.4)	436,708		436,708
14	Taxes Other Than Income Taxes (408.1)	1,134,820		1,134,820
15	Income Taxes - Federal (409.1)	1,702,432	1,742,944	3,445,376
16	- Other (409.1)	906,472	462,608	1,369,080
17	Provision for Deferred Income Taxes (410.1)	2,175,252		2,175,252
18	(Less) Provision for Deferred Income Taxes-Cr. (411.1)	-6,179,695		-6,179,695
19	Investment Tax Credit Adj. - Net (411.4)	0		0
20	(Less) Gains from Disp. of Utility Plant (411.6)	0		0
21	Losses from Disp. of Utility Plant (411.7)	0		0
22	(Less) Gains from Disposition of Allowances (411.8)	0		0
23	Losses from Disposition of Allowances (411.9)	0		0
24	Accretion Expense (411.10)	0		0
25	TOTAL Utility Operating Expenses (Enter Total of lines 4 thru 24)	11,940,024	3,755,058	15,695,082
26	Net Util Oper Inc (Enter Tot line 2 less 25) Carry to Pg117, line 27	-1,556,383	4,305,285	2,748,902
27	Net Utility Operating Income (Carried forward from page 114)	-1,556,383	4,305,285	2,748,902
28	Other Income and Deductions	0		0
29	Other Income	0		0
30	Nonutility Operating Income	0		0
31	Revenues From Merchandising, Jobbing and Contract Work (415)	0		0
32	(Less) Costs and Exp. of Merchandising, Job. & Contract Work (416)	0		0
33	Revenues From Nonutility Operations (417)	0		0
34	(Less) Expenses of Nonutility Operations (417.1)	0		0
35	Nonoperating Rental Income (418)	0		0
36	Equity in Earnings of Subsidiary Companies (418.1)	0		0
37	Interest and Dividend Income (419)	3,638		3,638
38	Allowance for Other Funds Used During Construction (419.1)	67,094		67,094
39	Miscellaneous Nonoperating Income (421)	0		0
40	Gain on Disposition of Property (421.1)	0		0
41	TOTAL Other Income (Enter Total of lines 31 thru 40)	70,732	0	70,732
42	Other Income Deductions	0		0
43	Loss on Disposition of Property (421.2)	0		0
44	Miscellaneous Amortization (425)	0		0
45	Donations (426.1)	2,300		2,300
46	Life Insurance (426.2)	0		0
47	Penalties (426.3)	0		0
48	Exp. for Certain Civic, Political & Related Activities (426.4)	2,000		2,000
49	Other Deductions (426.5)	132,179		132,179
50	TOTAL Other Income Deductions (Total of lines 43 thru 49)	136,479	0	136,479
51	Taxes Applic. to Other Income and Deductions	0		0
52	Taxes Other Than Income Taxes (408.2)	0		0
53	Income Taxes-Federal (409.2)	-40,235		-40,235
54	Income Taxes-Other (409.2)	0		0
55	Provision for Deferred Inc. Taxes (410.2)	0		0
56	(Less) Provision for Deferred Income Taxes-Cr. (411.2)	0		0
57	Investment Tax Credit Adj.-Net (411.5)	0		0
58	(Less) Investment Tax Credits (420)	0		0
59	TOTAL Taxes on Other Income and Deductions (Total of lines 52-58)	-40,235	0	-40,235
60	Net Other Income and Deductions (Total of lines 41, 50, 59)	-25,512	0	-25,512
61	Interest Charges	0		0
62	Interest on Long-Term Debt (427)	0		0
63	Amort. of Debt Disc. and Expense (428)	0		0
64	Amortization of Loss on Reacquired Debt (428.1)	0		0
65	(Less) Amort. of Premium on Debt-Credit (429)	0		0
66	(Less) Amortization of Gain on Reacquired Debt-Credit (429.1)	0		0
67	Interest on Debt to Assoc. Companies (430)	1,091,610	1,068,390	2,160,000
68	Other Interest Expense (431)	394		394
69	(Less) Allowance for Borrowed Funds Used During Construction-Cr. (432)	-24,874		-24,874
70	Net Interest Charges (Total of lines 62 thru 69)	1,067,130	1,068,390	2,135,520
71	Income Before Extraordinary Items (Total of lines 27, 60 and 70)	-2,649,025	3,236,895	587,870
72	Extraordinary Items	0		0
73	Extraordinary Income (434)	0		0
74	(Less) Extraordinary Deductions (435)	0		0
75	Net Extraordinary Items (Total of line 73 less line 74)	0		0
76	Income Taxes-Federal and Other (409.3)	0		0
77	Extraordinary Items After Taxes (line 75 less line 76)	0	0	0
78	Net Income (Total of line 71 and 77)	-2,649,025	3,236,895	587,870

Exhibit E
NEW HAMPSHIRE TRANSMISSION, LLC
PRO FORMA STATEMENT OF CASH FLOWS AND INTEREST COVERAGE
FOR THE PERIOD APRIL 1, 2015 - MARCH 31, 2016

Row		Actual	Pro Forma	
			Adjustment	Amount
1	Net Cash Flow from Operating Activities:	0		0
2	Net Income (Line 78(c) on page 117)	-2,649,025	3,236,895	587,870
3	Noncash Charges (Credits) to Income:	0		0
4	Depreciation and Depletion	1,290,459	1,549,506	2,839,965
5	Amortization of Prepaids	113,565		113,565
6	Prepaid Land Options	-116,800		-116,800
7	Prepaids	-139,550		-139,550
8	Deferred Income Taxes (Net)	-3,940,190		-3,940,190
9	Investment Tax Credit Adjustment (Net)	0		0
10	Net (Increase) Decrease in Receivables	628,793		628,793
11	Net (Increase) Decrease in Inventory	0		0
12	Net (Increase) Decrease in Allowances Inventory	0		0
13	Net Increase (Decrease) in Payables and Accrued Expenses	-459,553		-459,553
14	Net (Increase) Decrease in Other Regulatory Assets	11,756,510		11,756,510
15	Net Increase (Decrease) in Other Regulatory Liabilities	296,491		296,491
16	(Less) Allowance for Other Funds Used During Construction	-67,094		-67,094
17	(Less) Undistributed Earnings from Subsidiary Companies	0		0
18	Other (provide details in footnote): Expenses paid by member	697,602		697,602
19	Net Increase(decrease)in due to/from Related Parties	935,967		935,967
20	Net increase(decrease) in other assets and other liabilities	0		0
21		0		0
22	Net Cash Provided by (Used In) Operating Activities (Total 2 thru 21)	8,347,175	4,786,402	13,133,577
23		0		0
24	Cash Flows from Investment Activities:	0		0
25	Construction and Acquisition of Plant (including land):	0		0
26	Gross Additions to Utility Plant (less nuclear fuel)	-2,135,839	-49,663,668	-51,799,507
27	Gross Additions to Nuclear Fuel	0		0
28	Gross Additions to Common Utility Plant	0		0
29	Gross Additions to Nonutility Plant	0		0
30	(Less) Allowance for Other Funds Used During Construction	67,094		67,094
31	Other (provide details in footnote):	0		0
32	Acquisition of FPL-NED	0		0
33		0		0
34	Cash Outflows for Plant (Total of lines 26 thru 33)	-2,068,745	-49,663,668	-51,732,413
35		0		0
36	Acquisition of Other Noncurrent Assets (d)	0		0
37	Proceeds from Disposal of Noncurrent Assets (d)	0		0
38		0		0
39	Investments in and Advances to Assoc. and Subsidiary Companies	36,000		36,000
40	Contributions and Advances from Assoc. and Subsidiary Companies	0		0
41	Disposition of Investments in (and Advances to)	0		0
42	Associated and Subsidiary Companies	0		0
43		0		0
44	Purchase of Investment Securities (a)	0		0
45	Proceeds from Sales of Investment Securities (a)	0		0
46	Loans Made or Purchased	0		0
47	Collections on Loans	0		0
48		0		0
49	Net (Increase) Decrease in Receivables	0		0
50	Net (Increase) Decrease in Inventory	0		0
51	Net (Increase) Decrease in Allowances Held for Speculation	0		0
52	Net Increase (Decrease) in Payables and Accrued Expenses	0		0
53	Other (provide details in footnote):	0		0
54		0		0
55		0		0
56	Net Cash Provided by (Used In) Investing Activities	0		0
57	Total of lines 34 thru 55)	-2,032,745	-49,663,668	-51,696,413
58		0		0

59	Cash Flows from Financing Activities:	0		0
60	Proceeds from Issuance of:	0		0
61	Long-Term Debt	0	19,865,467	19,865,467
62	Preferred Stock	0		0
63	Common Stock	0		0
64	Other (provide details in footnote): Cash Contribution from member	1,300,000	29,798,201	31,098,201
65	Cash Distribution to member	-4,480,725		-4,480,725
66	Net Increase in Short-Term Debt	0		0
67	Other (provide details in footnote):	0		0
68		0		0
69		0		0
70	Cash Provided by Outside Sources (Total 61 thru 69)	-3,180,725	49,663,668	46,482,943
71		0		0
72	Payments for Retirement of:	0		0
73	Long-term Debt	-1,000,000		-1,000,000
74	Preferred Stock	0		0
75	Common Stock	0		0
76	Other (provide details in footnote):	0		0
77		0		0
78	Net Decrease in Short-Term Debt	0		0
79		0		0
80	Dividends on Preferred Stock	0		0
81	Dividends on Common Stock	0		0
82	Net Cash Provided by (Used in) Financing Activities	0		0
83	(Total of lines 70 thru 81)	-4,180,725	49,663,668	45,482,943
84		0		0
85	Net Increase (Decrease) in Cash and Cash Equivalents	0		0
86	(Total of lines 22,57 and 83)	2,133,705	4,786,402	6,920,107
87		0		0
88	Cash and Cash Equivalents at Beginning of Period	285,018		285,018
89		0		0
90	Cash and Cash Equivalents at End of period	2,418,723		7,205,125

COMPUTATION OF INTEREST COVERAGE

		Pro Forma		
		Actual	Adjustment	Amount
1	Net Income (Exhibit D, Line 78)	-2,649,025	3,236,895	587,870
2				
3	Add: Interest on Debt (Exhibit D, Line 67)	1,091,610	1,068,390	2,160,000
4	Add: Federal and State Income Taxes (Exhibit D, Lines 15 thru 17)	-1,395,539	2,205,552	810,013
5				
6	Income Before Interest and Income Taxes	-2,952,954	6,510,837	3,557,883
7	(Total of lines 1 thru 4)			
8				
9	Interest Coverage (Line 6 / Line 3)	-2.71	6.09	1.65

Exhibit D
NEW HAMPSHIRE TRANSMISSION, LLC
PRO FORMA STATEMENT OF INCOME
FOR THE YEAR ENDED DECEMBER 31, 2015

Row		<u>4Q 2015</u> Actual	<u>1Q 2015</u>	<u>1Q 2016</u>	<u>TOTAL</u>
1	UTILITY OPERATING INCOME				
2	Operating Revenues (400)	11,290,865	5,129,157	4,221,933	10,383,641
3	Operating Expenses	0		0	0
4	Operation Expenses (401)	3,590,961	1,050,664	956,308	3,496,605
5	Maintenance Expenses (402)	1,585,161	339,826	312,406	1,557,741
6	Depreciation Expense (403)	2,237,542	558,658	563,734	2,242,618
7	Depreciation Expense for Asset Retirement Costs (403.1)	0		0	0
8	Amort. & Depl. of Utility Plant (404-405)	0		0	0
9	Amort. of Utility Plant Acq. Adj. (406)	0		0	0
10	Amort. Property Losses, Unrecov Plant and Regulatory Study Costs (407)	0		0	0
11	Amort. of Conversion Expenses (407)	0		0	0
12	Regulatory Debits (407.3)	5,328,091	1,521,448	680,428	4,467,071
13	(Less) Regulatory Credits (407.4)	0	-436,708	0	436,708
14	Taxes Other Than Income Taxes (408.1)	1,186,986	295,285	243,119	1,134,820
15	Income Taxes - Federal (409.1)	1,720,771	536,008	517,669	1,702,432
16	- Other (409.1)	928,053	131,548	109,967	908,472
17	Provision for Deferred Income Taxes (410.1)	2,401,277	671,232	445,207	2,175,252
18	(Less) Provision for Deferred Income Taxes-Cr. (411.1)	-6,418,227	-867,127	-628,595	-6,179,695
19	Investment Tax Credit Adj. - Net (411.4)	0		0	0
20	(Less) Gains from Disp. of Utility Plant (411.6)	0		0	0
21	Losses from Disp. of Utility Plant (411.7)	0		0	0
22	(Less) Gains from Disposition of Allowances (411.8)	0		0	0
23	Losses from Disposition of Allowances (411.9)	0		0	0
24	Accretion Expense (411.10)	0		0	0
25	TOTAL Utility Operating Expenses (Enter Total of lines 4 thru 24)	12,560,615	3,800,834	3,180,243	11,940,024
26	Net Util Oper Inc (Enter Tot line 2 less 25) Carry to Pg117,line 27	-1,269,750	1,328,323	1,041,690	-1,556,383
27	Net Utility Operating Income (Carried forward from page 114)	-1,269,750	1,328,323	1,041,690	-1,556,383
28	Other Income and Deductions	0		0	0
29	Other Income	0		0	0
30	Nonutility Operating Income	0		0	0
31	Revenues From Merchandising, Jobbing and Contract Work (415)	0		0	0
32	(Less) Costs and Exp. of Merchandising, Job. & Contract Work (416)	0		0	0
33	Revenues From Nonutility Operations (417)	0		0	0
34	(Less) Expenses of Nonutility Operations (417.1)	0		0	0
35	Nonoperating Rental Income (418)	0		0	0
36	Equity in Earnings of Subsidiary Companies (418.1)	0		0	0
37	Interest and Dividend Income (419)	3,361	1,044	1,321	3,638
38	Allowance for Other Funds Used During Construction (419.1)	67,845	15,273	14,522	67,094
39	Miscellaneous Nonoperating Income (421)	0		0	0
40	Gain on Disposition of Property (421.1)	0		0	0
41	TOTAL Other Income (Enter Total of lines 31 thru 40)	71,206	16,317	15,843	70,732
42	Other Income Deductions	0		0	0
43	Loss on Disposition of Property (421.2)	0		0	0
44	Miscellaneous Amortization (425)	0		0	0
45	Donations (426.1)	2,300		0	2,300
46	Life Insurance (426.2)	0		0	0
47	Penalties (426.3)	0		0	0
48	Exp. for Certain Civic, Political & Related Activities (426.4)	0		2,000	2,000
49	Other Deductions (426.5)	146,997	23,498	8,680	132,179
50	TOTAL Other Income Deductions (Total of lines 43 thru 49)	149,297	23,498	10,680	136,479
51	Taxes Applic. to Other Income and Deductions	0		0	0
52	Taxes Other Than Income Taxes (408.2)	0		0	0
53	Income Taxes-Federal (409.2)	-40,235		0	-40,235
54	Income Taxes-Other (409.2)	0		0	0
55	Provision for Deferred Inc. Taxes (410.2)	0		0	0
56	(Less) Provision for Deferred Income Taxes-Cr. (411.2)	0		0	0
57	Investment Tax Credit Adj.-Net (411.5)	0		0	0
58	(Less) Investment Tax Credits (420)	0		0	0
59	TOTAL Taxes on Other Income and Deductions (Total of lines 52-58)	-40,235		0	-40,235
60	Net Other Income and Deductions (Total of lines 41, 50, 59)	-37,856	-7,181	5,163	-25,512
61	Interest Charges	0		0	0
62	Interest on Long-Term Debt (427)	0		0	0
63	Amort. of Debt Disc. and Expense (428)	0		0	0
64	Amortization of Loss on Reacquired Debt (428.1)	0		0	0
65	(Less) Amort. of Premium on Debt-Credit (429)	0		0	0
66	(Less) Amortization of Gain on Reacquired Debt-Credit (429.1)	0		0	0
67	Interest on Debt to Assoc. Companies (430)	1,141,057	290,634	241,187	1,091,610
68	Other Interest Expense (431)	394		0	394
69	(Less) Allowance for Borrowed Funds Used During Construction-Cr. (432)	-25,105	-5,615	-5,384	-24,874
70	Net Interest Charges (Total of lines 62 thru 69)	1,116,346	285,019	235,803	1,067,130
71	Income Before Extraordinary Items (Total of lines 27, 60 and 70)	-2,423,952	1,036,123	811,050	-2,649,025
72	Extraordinary Items	0		0	0
73	Extraordinary Income (434)	0		0	0
74	(Less) Extraordinary Deductions (435)	0		0	0
75	Net Extraordinary Items (Total of line 73 less line 74)	0		0	0
76	Income Taxes-Federal and Other (409.3)	0		0	0

		4Q 2015	1Q 2015	1Q 2016	TOTAL
77	Extraordinary Items After Taxes (line 75 less line 76)	0	0	0	0
78	Net Income (Total of line 71 and 77)	-2,423,952	1,036,123	811,050	-2,649,025

Exhibit E
NEW HAMPSHIRE TRANSMISSION, LLC
PRO FORMA STATEMENT OF CASH FLOWS AND INTEREST COVERAGE
FOR THE YEAR ENDED DECEMBER 31, 2015

Row		Actual			
1	Net Cash Flow from Operating Activities:				
2	Net Income (Line 78(c) on page 117)	-2,423,952	1,036,123	811,050	-2,649,025
3	Noncash Charges (Credits) to Income:	0		0	0
4	Depreciation and Depletion	1,285,383	558,858	563,734	1,290,459
5	Amortization of Prepaids	98,741	19,522	34,346	113,565
6	Prepaid Land Options	-116,800	-30,000	-30,000	-116,800
7	Prepaids	-139,550		0	-139,550
8	Deferred Income Taxes (Net)	-4,010,248	-186,719	-116,661	-3,940,190
9	Investment Tax Credit Adjustment (Net)	0		0	0
10	Net (Increase) Decrease in Receivables	129,808	-333,610	165,375	628,793
11	Net (Increase) Decrease in Inventory	0		0	0
12	Net (Increase) Decrease in Allowances Inventory	0		0	0
13	Net Increase (Decrease) in Payables and Accrued Expenses	-643,586	-83,379	100,654	-459,553
14	Net (Increase) Decrease in Other Regulatory Assets	12,487,585	1,074,213	343,138	11,756,510
15	Net Increase (Decrease) in Other Regulatory Liabilities		11,652	308,143	296,491
16	(Less) Allowance for Other Funds Used During Construction	-67,845	-15,273	-14,522	-67,094
17	(Less) Undistributed Earnings from Subsidiary Companies	0		0	0
18	Other (provide details in footnote): Expenses paid by member	1,131,288	433,686	0	697,602
19	Net increase(decrease) in due to/from Related Parties	1,812,727	-438,824	-1,315,584	935,967
20	Net increase(decrease) in other assets and other liabilities	0		0	0
21		0		0	0
22	Net Cash Provided by (Used in) Operating Activities (Total 2 thru 21)	9,543,551	2,046,049	849,673	8,347,175
23		0		0	0
24	Cash Flows from Investment Activities:				
25	Construction and Acquisition of Plant (Including land):	0		0	0
26	Gross Additions to Utility Plant (less nuclear fuel)	-1,640,106	-136,382	-632,115	-2,135,839
27	Gross Additions to Nuclear Fuel	0		0	0
28	Gross Additions to Common Utility Plant	0		0	0
29	Gross Additions to Nonutility Plant	0		0	0
30	(Less) Allowance for Other Funds Used During Construction	67,845	15,273	14,522	67,094
31	Other (provide details in footnote):	0		0	0
32	Acquisition of FPL-NED	0		0	0
33		0		0	0
34	Cash Outflows for Plant (Total of lines 26 thru 33)	-1,572,261	-121,109	-617,593	-2,068,745
35		0		0	0
36	Acquisition of Other Noncurrent Assets (d)	0		0	0
37	Proceeds from Disposal of Noncurrent Assets (d)	0		0	0
38		0		0	0
39	Investments in and Advances to Assoc. and Subsidiary Companies	-1,873,937	-1,909,937	0	36,000
40	Contributions and Advances from Assoc. and Subsidiary Companies	0		0	0
41	Disposition of Investments in (and Advances to)	0		0	0
42	Associated and Subsidiary Companies	0		0	0
43		0		0	0
44	Purchase of Investment Securities (a)	0		0	0
45	Proceeds from Sales of Investment Securities (a)	0		0	0
46	Loans Made or Purchased	0		0	0
47	Collections on Loans	0		0	0
48		0		0	0
49	Net (Increase) Decrease in Receivables	0		0	0
50	Net (Increase) Decrease in Inventory	0		0	0
51	Net (Increase) Decrease in Allowances Held for Speculation	0		0	0
52	Net Increase (Decrease) in Payables and Accrued Expenses	0		0	0
53	Other (provide details in footnote):	0		0	0
54		0		0	0
55		0		0	0
56	Net Cash Provided by (Used in) Investing Activities	0		0	0
57	Total of lines 34 thru 55)	-3,446,198	-2,031,046	-617,593	-2,032,745
58		0		0	0
59	Cash Flows from Financing Activities:				
60	Proceeds from Issuance of:				
61	Long-Term Debt	0		0	0
62	Preferred Stock	0		0	0
63	Common Stock	0		0	0
64	Other (provide details in footnote): Cash Contribution from member	1,550,000	250,000	0	1,300,000
65	Cash Distribution to member	-4,480,725	0	0	-4,480,725
66	Net Increase in Short-Term Debt	0		0	0
67	Other (provide details in footnote):	0		0	0
68		0		0	0
69		0		0	0
70	Cash Provided by Outside Sources (Total 61 thru 69)	-2,930,725	250,000	0	-3,180,725
71		0		0	0
72	Payments for Retirement of:				
73	Long-term Debt	-1,000,000		0	-1,000,000
74	Preferred Stock	0		0	0

	<u>4Q 2015</u>	<u>1Q 2015</u>	<u>1Q 2016</u>	<u>TOTAL</u>
75 Common Stock	0		0	0
76 Other (provide details in footnote):	0		0	0
77	0		0	0
78 Net Decrease in Short-Term Debt	0		0	0
79	0		0	0
80 Dividends on Preferred Stock	0		0	0
81 Dividends on Common Stock	0		0	0
82 Net Cash Provided by (Used in) Financing Activities	0		0	0
83 (Total of lines 70 thru 81)	-3,930,725	250,000	0	-4,180,725
84	0		0	0
85 Net Increase (Decrease) in Cash and Cash Equivalents	0		0	0
86 (Total of lines 22,57 and 83)	2,166,628	265,003	232,080	2,133,705
87	0		0	0
88 Cash and Cash Equivalents at Beginning of Period	20,015	20,015	2,186,643	285,018
89	0		0	0
90 Cash and Cash Equivalents at End of period	2,186,643	285,018	2,418,723	2,418,723

EXHIBIT 5

NEXTERA ENERGY CAPITAL HOLDINGS, INC.

UNANIMOUS WRITTEN CONSENT OF DIRECTORS IN LIEU OF MEETING

The undersigned, being all of the directors of NextEra Energy Capital Holdings, Inc., a Florida corporation, hereby consent to and adopt the following resolutions, effective on and as of the date set forth below:

WHEREAS, NextEra Energy Capital Holdings, Inc., a Florida corporation (the "Company"), and its indirect, wholly-owned subsidiary, New Hampshire Transmission, LLC, a Delaware limited liability company ("NHT"), are parties to that certain Amended and Restated Loan Agreement dated as of September 27, 2013, (the "NHT Loan Agreement") pursuant to which the Company agreed to make revolving loans (collectively, the "NHT Loans") to NHT to finance costs associated with upgrades to NHT's transmission substation located at the Seabrook Nuclear Generating Station; and

WHEREAS, the Company proposes to amend the NHT Loan Agreement to (1) extend the availability period of the NHT Loans and (2) change the interest rate of the NHT Loans.

NOW THEREFORE be it

RESOLVED, that the First Amendment to Amended and Restated Loan Amendment (the "Loan Amendment"), substantially in the form attached hereto as Exhibit A, be, and the Loan Amendment hereby is, approved; and

FURTHER RESOLVED, that each of the Chairman of the Board, President and Chief Executive Officer, the Senior Vice President, Finance and Chief Financial Officer, the Vice President and Treasurer and any Assistant Treasurer of the Company, be, and each such officer, acting singly, hereby is, authorized and empowered, in the name and on behalf of the Company, to negotiate, execute and deliver the Loan Amendment, substantially in the form attached as Exhibit A, with such changes as any such officer may approve, with such approval to be conclusively evidenced by the execution and delivery of such Loan Amendment; and

FURTHER RESOLVED, that each of the Chairman of the Board, President and Chief Executive Officer, the Senior Vice President, Finance and Chief Financial Officer, the Vice President and Treasurer, any Assistant Treasurer, the Secretary and any Assistant Secretary of the Company be, and each such officer, acting singly, hereby is, authorized

and empowered, in the name and on behalf of the Company, to take, or cause to be taken, any and all such further actions, and to execute and deliver, or cause to be executed and delivered, all such officer's certificates and other agreements, including without limitation additional pledge or collateral arrangements or other security documents, amendments, modifications, supplements, restatements, documents and instruments, as such officer may deem necessary, appropriate, convenient or advisable in order to provide further protection of the Company's rights and interests as lender under the NHT Loan Agreement and the Loan Amendment or otherwise effectuate the purposes and intent of the foregoing resolutions (as conclusively evidenced by the taking of such action or the execution and delivery of such certificates, agreements, amendments, modifications, supplements, restatements, documents and instruments, as the case may be, by such officer or officers); and

FURTHER RESOLVED, that any and all actions heretofore taken by any officer or agent of the Company in connection with the subject matter of the foregoing resolutions be, and all such actions hereby are, approved, ratified and confirmed in all respects as the acts and deeds of the Company.

This Unanimous Written Consent may be executed in one or more counterparts, a complete set of which will constitute one original. A facsimile copy of this Unanimous Written Consent or this Consent in portable document format shall have the same effect as an original.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the undersigned have executed this Unanimous
Written Consent this 13th day of May, 2016.



James L. Robo

John W. Ketchum

Paul I. Cutler

EXHIBIT A

FORM OF NHT LOAN AMENDMENT

FIRST AMENDMENT TO AMENDED AND RESTATED LOAN AGREEMENT

This FIRST AMENDMENT TO AMENDED AND RESTATED LOAN AGREEMENT (this **"First Amendment"**) dated as of this __th day of May, 2016 (the **"Effective Date"**), between NEW HAMPSHIRE TRANSMISSION, LLC (**"Borrower"**) and NEXTERA ENERGY CAPITAL HOLDINGS, INC. (**"Lender"**). Borrower and Lender are hereinafter sometimes referred to collectively as the **"Parties"** and individually as a **"Party"**.

Recitals

A. Borrower and Lender entered into that certain Amended and Restated Loan Agreement dated as of September 27, 2013 (the **"Loan Agreement"**), in connection with the Loans made by Lender to Borrower.

B. Borrower and Lender desire to amend the Loan Agreement to among other things (i) extend the Availability Period and (ii) revise the Phase II Loan Interest Rate to reflect Borrower's filings with the Federal Energy Regulatory Commission.

Agreement

NOW, THEREFORE, in consideration of the premises and mutual agreements hereinafter contained, the parties hereto agree as follows:

Section 1. Definitions. Capitalized terms used herein but not otherwise defined herein shall have the meanings assigned to such terms in the Loan Agreement.

Section 2. Amendments.

2.1 The Loan Agreement is hereby amended by replacing the reference to "September 27, 2013" in the introductory paragraph with a reference to "May __, 2016".

2.2 Section 1 of the Loan Agreement is hereby amended by replacing the definition of "Phase 2 Loan Interest Rate" in its entirety to read as follows:

"Phase 2 Loan Interest Rate" means, with respect to any particular Phase 2 Loan, the specific Interest Rate that will apply to that Phase 2 Loan. Such interest rate, which shall be determined separately for each Phase 2 Loan on the Business Day immediately preceding the date upon which the Phase 1 Loan in question is funded by Lender, shall equal the sum of (i) the applicable benchmark U.S. Treasury bond yield determined in accordance with the final sentence of this definition, plus (ii) a margin of two hundred thirty-two basis points (2.32%) per annum. For purposes of this definition, the "applicable benchmark U.S. Treasury bond yield" which is determined with respect to any particular Phase 2 Loan (i) shall be based upon the yield to maturity for a U.S. Treasury bond having a remaining term to maturity and principal amount which most closely approximate that of the Phase 2 Loan in question and (ii) shall be determined by Lender as published in the Wall Street Journal for the Business Day immediately preceding the date upon which the Phase 2 Loan in question is funded by Lender."

Section 3. Miscellaneous

3.1. Each of Borrower and Lender hereby ratifies the Loan Agreement, as amended by this First Amendment, and declares the same to be in full force and effect.

3.2 Each of Borrower and Lender hereby acknowledge and agree that, except as expressly set forth in this First Amendment, all terms of the Loan Agreement shall remain unmodified and shall continue in full force and effect as of the date hereof.

3.3. This First Amendment shall be governed by and construed in accordance with the laws of the State of New York, without regard to its conflict of laws principles (other than Section 5-1401 of the New York General Obligations Law).

3.4. This document may be executed in any number of counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to Loan Agreement to be executed as of the date and year first above written.

NEW HAMPSHIRE TRANSMISSION, LLC

By: _____
Name:
Title:

STATE OF _____)
) ss.
COUNTY OF _____)

Personally appeared before me, the undersigned, a Notary Public in and for said County, _____, to me known and known to me, who, being by me first duly sworn, declared that he is the _____ of New Hampshire Transmission, LLC, and that being duly authorized, he did execute the foregoing instrument before me for the purposes set forth therein.

IN WITNESS WHEREOF, I have hereto set my hand and official seal at _____, this ____th day of May, 2016.

Notary Public
My Commission Expires:

NEXTERA ENERGY CAPITAL HOLDINGS, INC.

By: _____

Name:

Title:

STATE OF _____

)

) ss.

COUNTY OF _____

)

Personally appeared before me, the undersigned, a Notary Public in and for said County, Paul I. Cutler, to me known and known to me, who, being by me first duly sworn, declared that he is the Vice President and Treasurer of NextEra Energy Capital Holdings, Inc., and that being duly authorized, he did execute the foregoing instrument before me for the purposes set forth therein.

IN WITNESS WHEREOF, I have hereto set my hand and official seal at _____,
this ____th day of May, 2016.

Notary Public

My Commission Expires: