

Exhibit 1

EXECUTION COPY

THIRD AMENDED & RESTATED LOAN AGREEMENT

Between

NEW HAMPSHIRE TRANSMISSION, LLC (as Borrower)

And

NEXTERA ENERGY CAPITAL HOLDINGS, INC. (as Lender)

September 24, 2018

LISTING OF CLOSING DOCUMENTS

1. Third Amended & Restated Loan Agreement, dated as of the date hereof between New Hampshire Transmission, LLC (as Borrower) and NextEra Energy Capital Holdings, Inc. (as Lender).
2. Out-of-State Closing Affidavit, Part I dated as of September 21, 2018.
3. New Hampshire Transmission, LLC's Written Consent of Sole Member in Lieu of Meeting, dated as of September __, 2018.
4. Third Amended and Restated Security Agreement, dated as of the date hereof between Borrower and Lender.
5. Fourth Amended and Restated Mortgage Deed made on the date hereof between Borrower (as mortgagor) and Lender (as mortgagee).

THIRD AMENDED & RESTATED LOAN AGREEMENT

This THIRD AMENDED & RESTATED LOAN AGREEMENT (this "Agreement"), dated as of September 24, 2018 (the "Effective Date"), is entered into by NEW HAMPSHIRE TRANSMISSION, LLC, a Delaware limited liability company ("Borrower") and NEXTERA ENERGY CAPITAL HOLDINGS INC., a Florida corporation ("Lender") (Borrower and Lender are hereinafter sometimes referred to collectively as the "Parties" and individually as a "Party").

RECITALS:

- A. WHEREAS, Borrower and Lender previously entered into that certain Line of Credit Agreement, dated as of December 15, 2008 (as amended by that certain amendment dated as of December 9, 2010, the "Original Agreement"), pursuant to which Lender has made various loans to Borrower in order to finance certain facility upgrade costs for Borrower's 345 kV transmission substation located at the Seabrook Nuclear Generating Station complex in Seabrook, New Hampshire;
- B. WHEREAS, Borrower and Lender previously entered into that certain Amended and Restated Loan Agreement, dated September 27, 2013 (as amended by that certain amendment dated as of May 31, 2016, the "A&R Loan Agreement"), pursuant to which (i) the outstanding amounts payable by Borrower to Lender pursuant to the Original Agreement were converted into long term loans (such loans distributed under the Original Agreement referred to herein as the "Phase 1 Loan"), and (ii) the ability for Borrower to borrow certain additional loans was created and Borrower subsequently did borrow such additional loans pursuant to the A&R Loan Agreement (such additional loans referred to collectively herein as the "Phase 2 Loan");
- C. WHEREAS, Borrower and Lender previously entered into that certain Second Amended and Restated Loan Agreement, dated as of March 31, 2018 (the "Second A&R Loan Agreement"), pursuant to which (i) Borrower and Lender confirmed each of their respective obligations and indebtedness with respect to the Phase 1 Loan and the Phase 1 Loan Current Obligations (as hereinafter defined) and the Phase 2 Loan and the obligations outstanding under the Phase 2 Loan and (ii) the ability of Borrower to borrow certain additional loans was created, which Borrower did not subsequently borrow, in an aggregate principal amount not to exceed \$35,000,000;
- D. WHEREAS, the aggregate (i) principal amount of the Phase 1 Loan currently outstanding, *plus* (ii) all interest currently accrued and unpaid on such outstanding Phase 1 Loan, *plus* (iii) all fees and other amounts currently payable with respect to the Phase 1 Loan equals \$15,784,590 as of the day hereof (the "Phase 1 Loan Current Obligations"), all of which obligations are currently payable by Borrower to Lender;

- E. WHEREAS, the aggregate (i) principal amount of the Phase 2 Loan currently outstanding, *plus* (ii) all interest currently accrued and unpaid on such outstanding Phase 2 Loan, *plus* (iii) all fees and other amounts currently payable with respect to the Phase 2 Loan equals \$5,848,841 as of the day hereof (the "Phase 2 Loan Current Obligations"), all of which obligations are currently payable by Borrower to Lender;
- F. WHEREAS, Borrower and Lender have now determined to amend and restate the Second A&R Loan Agreement as hereinafter provided in this present Agreement, pursuant to which (subject to the conditions and in accordance with the terms of this Agreement):
- (i) Borrower and Lender confirm each of their respective obligations and indebtedness with respect to the Phase 1 Loan and the Phase 1 Loan Current Obligations and the Phase 2 Loan and the Phase 2 Loan Current Obligations; and
 - (ii) Borrower may request that Lender provide additional long-term funding to Borrower *via* one or more advances during the Availability Period (as hereinafter defined) in an aggregate principal amount not to exceed \$59,000,000 (each such additional advance referred to herein as a "Phase 3 Loan"); and
- G. WHEREAS, Borrower and Lender agree that (i) the entire outstanding principal amount of the Phase 1 Loan, the Phase 2 Loan and the Phase 3 Loan (collectively, the "Loans"), *plus* (ii) all interest accrued and unpaid from time to time with respect to the Loans, *plus* (iii) all fees and other amounts owing from time to time hereunder, shall be paid in full by Borrower to Lender by not later than the Maturity Date (as hereinafter defined).

NOW, THEREFORE, in consideration of the foregoing premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower and Lender do hereby agree as follows:

AGREEMENT:

SECTION 1. Defined Terms.

As used in this Agreement, the following capitalized terms have the meaning specified in this Section 1:

- "A&R Loan Agreement" has the meaning specified in Recital B to this Agreement.
- "Agreement" has the meaning specified in the preamble to this Agreement, as such agreement may be amended, modified or supplemented from time to time hereafter in accordance with the terms hereof.
- "Availability Period" means any period in which Borrower has provided Lender documentation from each of the FERC and the NHPUC evidencing that Borrower is authorized by such jurisdictions to make a borrowing of a Phase 3 Loan.

- “**Borrower**” has the meaning specified in the preamble to this Agreement.
- “**Business Day**” means any day other than (i) a Saturday or Sunday or (ii) any other day on which commercial banks in New York, New York or Florida are required or authorized to close.
- “**Collateral**” has the meaning specified in the Security Agreement.
- “**Default Rate**” means the interest rate per annum equal to the Interest Rate *plus* two percent (2%) per annum, such Default Rate to change from time-to-time as the Interest Rate changes.
- “**Effective Date**” has the meaning specified in the preamble to this Agreement.
- “**FERC**” means Federal Energy Regulatory Commission.
- “**Interest Payment Date**” means, as the context requires, either (i) the first day of each calendar quarter occurring during the period that commences on or after the Effective Date and continues until all outstanding principal on the Loans plus any other amounts owing hereunder have been paid in full, or (ii) the Maturity Date.
- “**Interest Period**” means each calendar quarter during which all or any portion of the Loans is outstanding; *provided* that the initial Interest Period for the Loans shall begin on the Effective Date, and the final Interest Period shall end on the day upon which the Loans are paid in full.
- “**Interest Rate**” means the Phase 1 Loan Interest Rate, the Phase 2 Loan Interest Rate or the Phase 3 Loan Interest Rate, as the context requires.
- “**Lender**” has the meaning specified in the preamble to this Agreement.
- “**Lien**” means any mortgage, pledge, lien, security interest or other charge or encumbrance with respect to the Collateral.
- “**Loans**” has the meaning specified in Recital G of this Agreement.
- “**Loan Documents**” means this Agreement, the Security Documents and all other documents executed and delivered in conjunction herewith or therewith.
- “**Maturity Date**” means (i) September 26, 2043, or (ii) any earlier date upon which any principal, accrued interest or other amounts payable by Borrower to Lender hereunder are due and owing (as a result of acceleration or otherwise).
- “**Mortgage**” means that certain Fourth Amended and Restated Mortgage Deed made on the Effective Date hereof between Borrower (as mortgagor) and Lender (as mortgagee) which will be recorded in the official land records for Rockingham County, New Hampshire.

- “NHPUC” means New Hampshire Public Utilities Commission.
- “Notice” has the meaning specified in Section 5.4 to this Agreement.
- “Original Agreement” has the meaning specified in Recital A to this Agreement.
- “Parties” and “Party” have the meanings specified in the Preamble to this Agreement.
- “Permitted Liens” means (i) Liens created pursuant to and in accordance with the Security Documents, (ii) Liens shown in one or more title reports or title insurance commitments which Lender determines are acceptable to it in its sole discretion, (iii) Liens for property taxes not delinquent or Liens for taxes which in good faith are being contested or litigated and for which Borrower has set aside on its books adequate reserves with respect thereto; or (iv) mechanics’, carriers’, workmen’s, repairmen’s or similar statutory Liens arising in the ordinary course of business securing obligations which (A) are not overdue for a period of sixty (60) days or more or (B) are in good faith being contested or litigated and for which Borrower has set aside on its books adequate reserves with respect thereto.
- “Person” means any natural person, corporation, unincorporated organization, trust, joint-stock company, limited liability company, joint venture, association, company, partnership or government, or any agency or political subdivision of any government.
- “Phase 1 Loan” has the meaning specified in Recital B of this Agreement.
- “Phase 1 Loan Current Obligations” has the meaning specified in Recital D to this Agreement.
- “Phase 1 Loan Interest Rate” means six percent (6%) per annum.
- “Phase 2 Loan” has the meaning specified in Recital B of this Agreement.
- “Phase 2 Loan Current Obligations” has the meaning specific in Recital E to this Agreement.
- “Phase 2 Loan Interest Rate” means, with respect to any particular Phase 2 Loan, the specific Interest Rate that applies to that Phase 2 Loan. With respect to each borrowing of a Phase 2 loan currently outstanding, the applicable interest rate is as follows:

Phase 2 Loan Date	Phase 2 Loan Amount	Phase 2 Loan Interest Rate
November 1, 2016	\$2,600,000.00	4.84%
February 14, 2017	\$500,000.00	5.24%

March 31, 2017	\$800,000.00	5.33%
June 30, 2017	\$645,185.00	5.11%
December 31, 2017	\$838,368.61	5.03%
March 31, 2018	\$465,287.00	5.27%

- “Phase 3 Loan” has the meaning specific in Recital F of this Agreement, and “Phase 3 Loans” refers on a cumulative basis to every Phase 3 Loan.
- “Phase 3 Loan Interest Rate” means with respect to any particular Phase 3 Loan, the specific Interest Rate that will apply to that Phase 3 Loan. Such interest rate, which shall be determined separately for each Phase 3 Loan on the Business Day immediately preceding the date upon which the Phase 3 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 3 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 3 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 3 Loan in question is funded by Lender.
- “NHPUC” means the New Hampshire Public Utilities Commission.
- “Security Agreement” means that certain Third Amended & Restated Security Agreement dated as of the same date as the date hereof between Borrower and Lender, as such agreement may be amended, modified or supplemented from time to time hereafter in accordance with its terms, pursuant to which Borrower is required to grant and maintain a perfected first priority security interest in and Lien upon and with respect to all of Borrower’s estate, right, title and interest in, to and under the Collateral.
- “Security Documents” means the Mortgage, the Security Agreement and any other security agreement, mortgage or other agreement executed by Borrower in favor of Lender to secure the Loans or any other obligations of Borrower under the Loan Documents.

SECTION 2. The Loans.

Section 2.1 Phase 1 Loan and Phase 2 Loan. Subject to satisfaction of the conditions specified in Section 3 below, and in accordance with the terms hereof, Borrower and Lender hereby ratify and confirm each of their respective obligations and indebtedness with respect to the Phase 1 Loan and the Phase 1 Loan Current Obligations and the Phase 2 Loan and the Phase 2 Loan Current Obligations and hereby represent and warrant that none of them has nor claims any defenses, offsets or counterclaims to any of their respective obligations and indebtedness with respect to the Phase 1 Loan and the Phase 1 Loan Current Obligations and the Phase 2 Loan and the Phase 2 Loan Current Obligations.

Section 2.2 Phase 3 Loan. Subject to satisfaction of the conditions specified in Section 3 below, and in accordance with the terms hereof, Lender commits to make one or more additional loan advances to Borrower hereunder during the Availability Period, each of which additional advances pursuant to this Section 2.2 shall constitute Phase 3 Loans; provided that Lender shall in no event have any requirement to fund more than two (2) Phase 3 Loans during any calendar month.

Section 2.3 Use of Phase 3 Loan Proceeds. Borrower represents, warrants and covenants that all proceeds of each Phase 3 Loan as may hereafter be made to Borrower hereunder shall be used exclusively in connection with Borrower's capital costs and operating expenses.

Section 2.4 Payments by Borrower to Lender. Without limiting any of the other provisions and requirements set forth in this Agreement, the entire aggregate outstanding principal amount of all Loans, together with all accrued and unpaid interest on such Loans and all other amounts as may become owing by Borrower under or in connection with this Agreement shall be due and payable by Borrower to Lender in full on the Maturity Date.

Section 2.5 Interest Determinations.

- (a) Interest on all unpaid principal of the Phase 1 Loan that is outstanding from time to time during the period from (and including) the Effective Date until (but excluding) the date upon which all such principal is repaid in full shall accrue at the Phase 1 Loan Interest Rate. Interest on all unpaid principal of each Phase 2 Loan that is outstanding from time to time during the period from (and including) the Effective Date until (but excluding) the date upon which all such principal is repaid in full shall accrue at the Phase 2 Loan Interest Rate. Interest on all unpaid principal of each Phase 3 Loan that is outstanding from time to time during the period from (and including) the Effective Date until (but excluding) the date upon which all such principal is repaid in full shall accrue at the Phase 3 Loan Interest Rate
- (b) Accrued interest on the Loans shall be payable on each Interest Payment Date. The amount of such accrued interest that is payable on each particular Interest Payment Date shall be determined by Lender, and shall be calculated (i) with respect to the weighted average principal amount of each Loan that was

outstanding during the immediately preceding Interest Period, and (ii) based on the actual number of days elapsed during the immediately preceding Interest Period, using a daily interest rate derived using the convention of a 360-day year.

- (c) Notwithstanding anything herein to the contrary, any principal and, to the extent permitted by law, interest or other amounts due hereunder not paid to Lender when due (whether upon the Maturity Date or otherwise) shall bear interest at a rate per annum (computed as aforesaid) equal to the Default Rate.

Section 2.6 Prepayment. Borrower shall have the right, at any time and from time to time, to prepay the Loans in whole or in part, without penalty or premium. No Loan or portion thereof which has been prepaid shall be available for reborrowing hereunder.

Section 2.7 Payments to Occur on Business Days. If any payment required or permitted under this Agreement becomes due and payable on a day that is not a Business Day, the due date for such payment shall be extended to the next succeeding Business Day (and, with respect to any principal payment, such payment shall continue to accrue interest until such principal payment occurs, at the rate applicable under this Agreement).

Section 2.8 Security Interest. The Loans shall be secured by the Lien of the Security Documents, and Lender shall have full recourse against the Collateral pursuant to and in accordance with the terms of the Security Documents.

Section 2.9 Evidence of Indebtedness. Lender will maintain in accordance with its usual practice an account evidencing the indebtedness of Borrower to Lender under this Agreement, including the amounts of principal, interest and any other amounts payable and paid to Lender from time to time under this Agreement. The entries made by Lender pursuant to the foregoing sentence shall constitute *prima facie* evidence of the existence and amounts of such indebtedness; *provided, however*, that no failure of Lender to maintain such account, and no error therein, shall in any manner affect the obligations of Borrower to pay or repay such indebtedness to Lender, including without limitation, principal, accrued interest and any other amounts payable and paid to Lender from time to time under this Agreement in accordance with the terms hereof. Lender will advise Borrower of the outstanding indebtedness hereunder to Lender upon written request therefor.

SECTION 3. Conditions to Effectiveness.

This Agreement shall not take effect unless and until Lender confirms, following the Parties' execution and delivery of this Agreement, that all of the following conditions have either been (i) satisfied or (ii) waived by Lender (acting in its sole discretion):

Section 3.1 Other Indebtedness. Borrower shall not have incurred, assumed or otherwise become responsible for any obligations or liabilities with respect to any indebtedness under any agreements or arrangements with any Person other than Lender.

Section 3.2 Liens. The Collateral shall not be subject to any Liens other than Permitted Liens.

Section 3.3 Legal Actions. There are no actions, suits or proceedings pending against, or to Borrower's knowledge, threatened against or affecting Borrower, before any court, arbitrator or governmental Person in which an adverse decision (separately or in the aggregate) could reasonably be expected to have a material adverse effect on Borrower's ability to perform its obligations hereunder.

Section 3.4 Loan Documents. Borrower has executed and delivered the Loan Documents and complied with and duly performed all of its obligations thereunder in accordance with the terms thereof.

SECTION 4. Events of Default.

Section 4.1 If any of the following events ("Events of Default") shall occur:

- (a) Borrower fails to pay any principal, interest, fees or other sums due hereunder or under any of the other Loan Documents for a period of three (3) days following the date when the same shall become due and payable, whether at the stated Maturity Date or any accelerated date of maturity or at any other date fixed for payment;
- (b) Borrower fails to perform any term, covenant or agreement contained herein or in any of the other Loan Documents (other than those specified elsewhere in this Section 4.1) for fifteen (15) days after written notice of such failure has been given to Borrower by Lender;
- (c) Borrower (i) voluntarily terminates operations or applies for or consents to the appointment of, or the taking of possession by, a receiver, custodian, trustee or liquidator of Borrower or of all or a substantial part of Borrower's assets, (ii) admits in writing its inability, or is generally unable, to pay its debts as the debts become due, (iii) makes a general assignment for the benefit of its creditors, (iv) commences a voluntary case under the United States Bankruptcy Code (as now or hereafter in effect), (v) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (vi) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (vii) takes any corporate action for the purpose of effecting any of the foregoing;
- (d) without Borrower's application, approval or consent, a proceeding shall be commenced in any court of competent jurisdiction seeking in respect of Borrower: the liquidation, reorganization, dissolution, winding-up, or composition or readjustment of debt, the appointment of a trustee, receiver, liquidator or the like of Borrower or of all or any substantial part of the assets of Borrower or other

like relief in respect of Borrower under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts; provided that if and for so long as Borrower diligently contests such proceeding in good faith, the pendency of such proceeding shall not constitute an Event of Default unless (i) the proceeding is not dismissed within 60 days after its commencement, (ii) the proceeding is not stayed within 60 days after its commencement (with the understanding that this exception (ii) shall pertain only for so long as any stay of such proceeding remains in effect), or (iii) an order for relief against Borrower is entered in such proceeding;

- (e) there remains in force, undischarged, unsatisfied and unstayed, for more than thirty (30) days, whether or not consecutive, any final judgment against Borrower which, with any other then undischarged, unsatisfied and unstayed, outstanding final judgments against Borrower, exceeds in the aggregate US\$5,000,000;
- (f) any (i) legal proceeding or action, whether in law, equity or otherwise, seeks to obtain cancel, revoke or rescind any of the Loan Documents and such proceeding or action continues for more than sixty (60) consecutive days without being dismissed or stayed, or (ii) court or other governmental or public authority or entity of competent jurisdiction (whether legislative, executive, regulatory, administrative or otherwise) makes a determination that, or issues a judgment, order, decree or ruling to the effect that, any one or more of the Loan Documents is illegal, invalid or unenforceable in accordance with the terms thereof; or
- (g) Borrower fails to provide a written statement to Lender within thirty (30) days after each Interest Payment Date which demonstrates (using a methodology and calculations reasonably acceptable to Lender) that the then-current ratio of Borrower's long-term debt to Borrower total capitalization (which shall be deemed to equal the sum of Borrower's long-term debt plus Borrower's proprietary capital) does not exceed 0.45 : 1.0.

then, and in any such event, so long as the same may be continuing, Lender may, at its sole election, by notice in writing to Borrower, (i) immediately terminate the agreement of Lender to make all or any particular Loans hereunder and/or (ii) declare all amounts owing with respect to this Agreement and the Loans, and the entire amount of the Loans and all other amounts due and payable by Borrower hereunder (whether by acceleration or otherwise) shall thereupon forthwith become immediately due and payable without presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived by Borrower; provided that in the event of any Event of Default specified in Section 4.1(c) or Section 4.1(d), the agreement of Lender to make all or any of the Loans hereunder shall immediately and automatically terminate and all amounts owing with respect to this Agreement and all Loans shall immediately and automatically become due and payable without requirement of any notice from Lender.

SECTION 5. Miscellaneous.

Section 5.1 Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York, without regard to the principles of conflicts of laws thereunder (other than §5-1401 of the New York General Obligations Law).

Section 5.2 Expenses. Borrower agrees to pay on demand all costs and expenses of Lender in connection with the preparation, execution, delivery and administration of this Agreement, the other Loan Documents, and the other instruments and documents to be delivered hereunder and thereunder, including the reasonable fees and out-of-pocket expenses of legal counsel for Lender, with respect thereto, and all reasonable costs and expenses, if any, in connection with the enforcement of this Agreement, the other Loan Documents and the other instruments and documents to be delivered hereunder and thereunder, or in connection with recovering, protecting or enforcing Lender's interest in Collateral. In addition, Borrower shall pay any and all stamp and other taxes payable or determined to be payable in connection with the execution and delivery of this Agreement, the other Loan Documents, and the other instruments and documents to be delivered hereunder and thereunder, and agrees to hold Lender harmless from and against any and all liabilities with respect to or resulting from any delay in paying or omitting to pay such taxes. All obligations provided for in this Section 5.2 shall survive any termination of this Agreement.

Section 5.3 Records. Borrower shall keep accurate and complete records of the Collateral so that such assets can be readily identified, located and inspected by the Parties, and Borrower shall keep accurate and complete records concerning the use of proceeds of the Loans to acquire all or any part of Borrower's right, title and interest in, to and with respect to the Collateral. Borrower shall promptly provide Lender with such information regarding the Collateral (including without limitation, the date upon which any such assets were acquired, and the location and condition of such assets) as Lender may from time to time reasonably request. Borrower shall permit Lender to inspect the Collateral, and review and obtain copies of records relating to the Collateral, as Lender may reasonably request from time to time.

Section 5.4 Notices. Except as otherwise expressly provided in this Agreement, all notices, demands, consents, waivers, elections, approvals, requests and similar communications required or permitted to be provided in connection with this Agreement (any of the foregoing being referred to as a "Notice") shall be set forth in writing.

Notices may be given by (i) hand-delivery, (ii) U.S. mail or (iii) recognized courier service. Notices shall be deemed received by the addressee Party when hand-delivered to such Party during normal business hours (for delivery pursuant to clause (i) above) or when delivered to such Party's address specified in accordance with this Section 5.4 (for delivery pursuant to clauses (ii) - (iii) above); provided that any Notice delivered in accordance with this Section 5.4 at any time other than during normal business hours will be deemed to be given and received by the receiving Party on the next Business Day thereafter.

Each Party shall deliver Notices to the other Party at such other Party's respective address shown below (or to such subsequent Notice address as either Party may hereafter specify via Notice

delivered to the other Party at least 30 days prior to the intended effectiveness of the new Notice address):

(a) if to Borrower:

New Hampshire Transmission, LLC
700 Universe Boulevard
Juno Beach, Florida 33408-8801
Attention: Business Management

(b) if to Lender:

NextEra Energy Capital Holdings, Inc.
700 Universe Boulevard
Juno Beach, Florida 33408-8801
Attention: Treasurer

Section 5.5 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of Borrower and Lender, and their respective successors and assigns; *provided* that Borrower may not assign any of its rights hereunder without the prior written consent of Lender, and any assignment purported to be made without the prior receipt of such consent from Lender shall be null and void.

Section 5.6 No Third-Party Rights. This Agreement and all rights and duties specified herein are intended for the sole benefit of the Parties hereto, and do not imply nor create any rights or benefits on the part of, nor any obligations to or for the benefit of, any other Person.

Section 5.7 Interest Rate Limitation. Anything herein to the contrary notwithstanding, the obligations of Borrower under this Agreement to Lender shall be subject to the limitation that payments of interest to Lender shall not be required to the extent that receipt of any such payment by Lender would be contrary to provisions of law applicable to Lender (if any) which limit the maximum rate of interest which may be charged or collected by Lender; *provided, however,* that nothing herein shall be construed to limit Lender to receiving or collecting any presently existing maximum rates of interest, if an increased interest rate is hereafter permitted by reason of applicable federal or state legislation. In the event that Borrower makes any payment of interest, fees or other charges, however denominated, pursuant to this Agreement, which payment results in the interest paid to Lender exceeding the maximum rate of interest permitted by applicable law, any excess over such maximum shall be applied in reduction of the principal balance owed to Lender as of the date of such payment, or if such excess exceeds the amount of principal owed to Lender as of the date of such payment, the difference shall be paid by Lender to Borrower.

Section 5.8 Entire Agreement. This Agreement and the other Loan Documents constitute the entire agreement among the Parties and supersede all prior agreements, understandings, negotiations and discussions, both written and oral, among the Parties with respect to the subject

matter hereof and thereof, all of which prior agreements, understandings, negotiations and discussions, both written and oral, are merged into this Agreement and the other Loan Documents.

Section 5.9 Amendments and Waivers. This Agreement and the other Loan Documents may not be amended, modified, or changed in any respect except by an agreement in writing signed by Lender and Borrower. No course of dealing between Lender and Borrower shall be effective to amend, modify or change any provision of this Agreement. No waiver of any provision of or right under any of this Agreement or the other Loan Documents shall be effective against any Party unless the specific terms of that waiver are set forth in a written waiver agreed to and executed by that Party. No failure on the part of Lender to exercise and no delay in exercising any right granted under any of the Loan Documents or under applicable law shall operate as a waiver thereof or as an election or exercise by Lender of any other right.

Section 5.10 Severability. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Section 5.11 Indemnity by Borrower. Borrower hereby agrees to hold Lender and its officers, directors, employees, representatives and agents harmless from and against all claims, damages, liabilities and expenses, including reasonable fees and disbursements of counsel, which may be incurred by or asserted against any of them in connection with or arising out of any investigation, litigation or proceeding relating to this Agreement, the other Loan Documents or any Loans, except that Borrower shall not be required to indemnify Lender to the extent that any of such claims, damages, liabilities or expenses arise from the gross negligence or willful misconduct of Lender.

Section 5.12 WAIVER OF JURY TRIAL. LENDER AND BORROWER HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY DOCUMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HERewith, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF EITHER PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR LENDER ENTERING INTO THIS AGREEMENT.

Section 5.13 Section Headings. The captions in this Agreement are for convenience of reference only and shall not define or limit the provisions hereof.


Section 5.14 Counterparts. This Agreement and any amendment hereof may be executed in several counterparts and by each Party on a separate counterpart, each of which when so executed and delivered shall be an original, and all of which together shall constitute one instrument.

* * *

[Signatures of Parties appear on the following page]

This THIRD AMENDED & RESTATED LOAN AGREEMENT is dated as of the date first written above, but in fact has been executed by the Parties on the date[s] such execution has been witnessed by a Notary Public as set forth in the attestations below.

NEW HAMPSHIRE TRANSMISSION, LLC
(as Borrower)

By: 
Name: Carrie Hitt
Title: President

BORROWER ADDRESS:

700 Universe Boulevard
Juno Beach, Florida 33408

STATE OF ma)
COUNTY OF norfolk) ss.

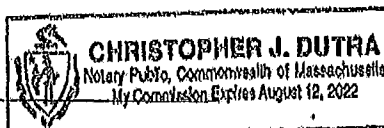
Personally appeared before me, the undersigned, a Notary Public in and for said County, Carrie Hitt, to me known and known to me, who, being by me first duly sworn, declared that she is the President of NEW HAMPSHIRE TRANSMISSION, LLC, that being duly authorized she did execute the foregoing instrument before me for the purposes set forth therein.

IN WITNESS WHEREOF, I have hereto set my hand and official seal at Cohasset, ma, this 21 day of September, 2018.


Notary Public

My Commission Expires:

By: _____
Name: _____
Title: _____



[Borrower's Signature Page]

NEXTERA ENERGY CAPITAL HOLDINGS, INC.
(as Lender)

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

LENDER ADDRESS:

700 Universe Boulevard
Juno Beach, Florida 33408

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 an Assistant Treasurer of NEXTERA ENERGY CAPITAL HOLDINGS, INC., 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 4th day of September, 2018.

[Signature]
Notary Public

My Commission Expires:

By: _____

Name: _____

Title: _____

[Lender's Signature Page]

RUDY D. GREEN
Notary Public, State of New York
No. 02GR4002723
Qualified in New York County
Commission Expires February 26, 2022

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 October 18, 2018, certified by the Secretary of State of the State of Delaware.

IN WITNESS WHEREOF, I have hereunto signed my name on this 18 day of October, 2018.

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

State of Delaware
Secretary of State
Division of Corporations
Delivered 01:35 PM 07/16/2009
FILED 01:27 PM 07/16/2009
SRV 090703640 - 4710243 FILE

**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

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "ENDEAVOR WIND HOLDING, LLC", CHANGING ITS NAME FROM "ENDEAVOR WIND HOLDING, LLC" TO "NEW ENGLAND TRANSMISSION, LLC", FILED IN THIS OFFICE ON THE TWENTY-NINTH DAY OF JULY, A.D. 2009, AT 4:17 O'CLOCK P.M.

4710243 8100

090738222

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




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 7447551

DATE: 07-30-09

**STATE OF DELAWARE
CERTIFICATE OF AMENDMENT**

Name: Garson R. Knapp Authorized Person
Print or Type

Delaware

PAGE 1

The First State

I, JEREMY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "NEW ENGLAND TRANSMISSION, LLC", CHANGING ITS NAME FROM "NEW ENGLAND TRANSMISSION, LLC" TO "NEW HAMPSHIRE TRANSMISSION, LLC", FILED IN THIS OFFICE ON THE ELEVENTH DAY OF AUGUST, A.D. 2009, AT 4:06 O'CLOCK P.M.

4710243 8100

090720852

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




Jeremy W. Bullock, Secretary of State
AUTHENTICATION: 7470481

DATE: 08-11-09

State of Delaware
Secretary of State
Division of Corporations
Delivered 05:12 PM 08/11/2009
FILED 04:06 PM 08/11/2009
SRV 090770852 - 4710243 FIRM

**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

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:

Name
ESI Energy, LLC

Address
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;

(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

(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 Tuscal	President
Miguel Arechabala	Vice President
Kathy A. Bellhart	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 18-804 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: 
Name: Rita W. Costantino
Title: Assistant Secretary

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 EIGHTEENTH DAY OF OCTOBER, A.D. 2018.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "NEW HAMPSHIRE TRANSMISSION, LLC" WAS FORMED ON THE SIXTEENTH DAY OF JULY, A.D. 2009.

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



4710248 8300

SR# 20187208048

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


Jeffrey W. Bullock, Secretary of State

Authentication: 203637718

Date: 10-18-18

STATE OF NEW HAMPSHIRE
BEFORE THE
PUBLIC UTILITIES COMMISSION

NEW HAMPSHIRE TRANSMISSION, LLC)	DOCKET NO. _____
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PETITION OF NEW HAMPSHIRE TRANSMISSION, LLC
FOR APPROVAL OF FINANCING

New Hampshire Transmission, LLC (“NHT”) respectfully petitions the New Hampshire Public Utilities Commission (the “Commission”) for approval of financing pursuant to RSA 369:1 and the Settlement Agreement approved in Order No. 24,321 in DE 03-186. NHT further requests that the Commission issue a final order granting the approvals requested herein no later than December 22, 2018. In support of its petition, NHT states the following:

Petitioner

1. New Hampshire Transmission, LLC is a public utility in New Hampshire for the purpose of operating the transmission substation on the grounds of the Seabrook nuclear power plant (“Seabrook Substation”), subject to the conditions set forth in the Settlement Agreement approved in Order No. 24,321 in DE 03-186, 89 NH PUC 267 (2004). See Order No. 25,105 issued on May 26, 2010 in DE 10-042, 95 NH PUC 235 (2010), approving the transfer of Seabrook Substation from Florida Power & Light Company to NHT. NHT is an 88.23% owner of the Seabrook Substation; the balance of the Seabrook Substation is owned by Massachusetts Municipal Wholesale Electric Company, Taunton Municipal Lighting Plant,

1 (“ISO-NE”). I am also responsible for transmission development in the New England
2 region.

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

4 A. Prior to my current position, I was the Senior Director on the Distributed
5 Generation Team and on the Regulatory Affairs Team at at NextEra Energy Resources,
6 LLC (“NEER”), another NextEra subsidiary. Before joining NextEra, I was Senior Vice
7 President of State Affairs for the Solar Energy Industries Association and President of the
8 Solar Alliance. Both organizations focused on creation and implementation of
9 sustainable solar policy. I served in multiple roles in the unregulated division of
10 Constellation Energy, now Exelon, including Vice President. I also served as Director of
11 Harvard’s Electricity Policy Group, Vice President of Green Mountain Energy Company,
12 and as an analyst for the Massachusetts Legislature and for the Office of Energy and
13 Environment of the United Kingdom. I currently serve on the advisory board of the
14 Fraunhofer Institute in Boston, the Board of the New Hampshire Business and Industries
15 Association, and the Board of NY-BEST. I have a B.A. in Government and History from
16 Clark University and M.A. in International Affairs from the Johns Hopkins School of
17 Advanced International Studies.

18 **Purpose of Testimony**

19 **Q. What is the purpose of your testimony?**

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

Background on NHT

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

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

Q. Please describe NHT and Seabrook Substation.

A. Pursuant to Order No. 24,321 in DE 03-186, 89 NH PUC 267 (2004), the Commission authorized FPL to be a New Hampshire public utility for the limited purpose of owning (an 88.23 percent share) and operating the Seabrook Substation, and approved a settlement agreement that spelled out the requirements that FPL had to follow. One of those requirements was that it be subject to the provisions of RSA 369 and certain other applicable regulatory laws with respect to any financing. The Commission has approved four prior financings for NHT and its predecessor, FPL-NED. *See* Order No. 24,935

1 issued on January 30, 2009, in DE 08-164, 94 NH PUC 37 (2009); Order No. 25,138
2 issued on August 12, 2010, in DE 10-062, 95 NH PUC 429 (2010); Order No. 25,556
3 issued on July 30, 2013, in DE 13-138, and Order No. 25,955 in DE 16-813, issued on
4 October 21, 2016.

5 In Order No. 25,105 in DE 10-042, 95 NH PUC 235 (2010), the Commission
6 approved the transfer of the Seabrook Substation from FPL to NHT. As an NHT asset,
7 the Seabrook Substation remains operationally and financially independent from
8 NextEra's utility operations elsewhere. Seabrook Substation is a 345 kV Pool
9 Transmission Facility operated as part of the transmission network of ISO-NE. It
10 interconnects the Seabrook Nuclear Generating Station, the largest single electric
11 generation resource in New England, with three major 345 kV transmission lines that are
12 key components of the backbone ISO New England, Inc. ("ISO-NE") network. Even
13 when the Seabrook Nuclear Generating Station is not operating, the interconnection
14 facilities associated with Seabrook Substation are essential to the reliable operation of the
15 ISO-NE transmission network. Seabrook Substation is NHT's only operating asset, and
16 it does not own any other electricity generation, transmission or distribution facilities,
17 either in the ISO-NE market or anywhere else in the United States.

18 **The Proposed Financing**

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

20 A. NHT seeks authorization to enter into a third amended and restated
21 loan agreement (the "Third Amended and Restated Loan Agreement") with NextEra
22 Capital, NHT's lender and indirect parent company. NHT wishes to issue long-term,
23 secured debt securities in an aggregate principal amount not to exceed \$59 million during

1 a two year period, beginning on January 1, 2019. The principal amount of total borrowings
2 under the Third Amended and Restated Loan Agreement, including existing obligations
3 plus new loans, would not exceed \$80,633,431 during the Authorization Period, which
4 includes the outstanding principal balance or existing obligation of \$21,633,431.

5 The terms of the Financing are essentially the same as approved by this
6 Commission and FERC in 2013 and 2016. NHT and NextEra Capital have entered into a
7 new loan agreement, the Third Amended and Restated Loan Agreement, pursuant to
8 which NHT intends to issue proposed securities at the earliest possible date after NHT
9 receives approval from this Commission and FERC. NHT wishes to issue long-term,
10 secured debt securities in an aggregate principal amount not to exceed \$59 million during
11 the two year Authorization Period. NHT is applying for approval from FERC pursuant to
12 section 204 of the Federal Power Act in the same time frame as it is seeking approval
13 from this Commission.

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

15 A. Although the Third Amended and Restated Loan Agreement was executed
16 on September 24, 2018, New Loans will only be made under the Third Amended and
17 Restated Loan Agreement on or after the effective date of the Authorization and after
18 obtaining the approval of this Commission. On October 23, 2018, NHT applied for
19 authorization of issuance of long-term debt securities under section 204 of the Federal
20 Power Act and requested expedited consideration of the same from the Federal Energy
21 Regulatory Commission ("FERC"). All principal, accrued interest and fees under any
22 New Loans would have a maturity of 30 years from the 2013 closing of the original loan
23 facility (September 26, 2043) and would be secured and bear interest as described below.

1 All issuances of debt securities under the Third Amended and Restated Loan Agreement
2 will be to an existing holder of comparable debt and will have an interest rate based on
3 U.S. Treasury bonds of comparable maturity. The interest rate for any New Loans will
4 be established and fixed on the business day immediately preceding the date upon which
5 the New Loan is funded by NextEra Capital; it will equal the sum of (i) the applicable
6 benchmark U.S. Treasury bond yield plus (ii) a margin of two hundred thirty-two (232)
7 basis points per annum. The applicable benchmark U.S. Treasury bond yield for any
8 New Loan will be based upon the yield to maturity for a U.S. Treasury bond having a
9 remaining term to maturity and principal amount which most closely approximates that of
10 the New Loan as published in the Wall Street Journal for the business day immediately
11 preceding the date upon which the New Loan in question is funded by NextEra Capital.

12 **Q. What is the requested timetable for approval of this proposed**
13 **financing?**

14 A. NHT is requesting an order from the Commission with an effective date
15 no later than December 22, 2018.

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

18 A. Debt obligations pursuant to the Third Amended and Restated Loan
19 Agreement will be the only long-term indebtedness that will be incurred or held by NHT
20 during the term of the Authorization Period. The long-term debt securities will be
21 secured by a pledge of NHT's revenues and all of its assets, including its share of the
22 Seabrook Substation and all upgrades associated with Seabrook Substation. NHT

1 receives all of its revenues from transmission service provided by Seabrook Substation in
2 accordance with ISO-NE Transmission, Markets and Services Tariff accepted by FERC.

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

5 A. This financing will be used to fund its share of future repairs and upgrades
6 at Seabrook Substation, and for other capital costs and operating expenses. NHT will use
7 the proceeds of the financing to finance a multi-phase solution to address concerns
8 associated with aging infrastructure in the Seabrook Substation, including like-kind
9 replacements of horizontal gas-insulated lines, circuit breakers, insulators and other
10 equipment ("Reliability Project") and to support other capital costs and operating
11 expenditures, including a potential financing of the costs associated with NHT's
12 interconnection facilities to be paid by the Seabrook Nuclear Generating Station.

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

14 A. NextEra Capital will not be charging an upfront fee at closing, which
15 would typically be the case for a third-party financing. NextEra Capital will charge NHT
16 interest in connection with the proposed financing as described above. Moreover,
17 NextEra Capital will not charge a prepayment penalty or premium if NHT desires to
18 prepay any obligation under the Third Amended and Restated Loan Agreement.

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

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

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

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

Conclusion

A. Yes. As noted above the proposed financing is necessary to allow NHT to enter into a new loan agreement with NextEra Capital pursuant to which NHT would have the right to borrow additional amounts in excess of its current \$21.6 million obligation to NextEra Capital in order to finance reliability upgrades at Seabrook Station.

1 The Seabrook Substation is a critical node in the New England transmission
2 system due to its geographic location near the North-South interface and the fact that it
3 connects three major 345kV transmission lines. The upgrades mentioned above include
4 the procurement of equipment, systems, facilities, materials and supplies, and the conduct
5 of work and services, relating to, used in connection with or supporting facility and
6 operational upgrades at Seabrook Substation. As such, this financing is essential for
7 NHT to continue its prudent capital and operational expenditure plan that will allow NHT
8 to reliably maintain operation of the facility. For these reasons, NHT submits that the
9 securities to be issued will be consistent with the public good and that NHT is entitled to
10 issue said securities under RSA 369 for the purposes set forth in this testimony and the
11 accompanying petition.

12 **Q. Does this conclude your testimony?**

13 **A. Yes.**

14 2263635_1

Exhibit 4

Exhibit C
NEW HAMPSHIRE TRANSMISSION, LLC
PRO FORMA BALANCE SHEET
June 30, 2018

Row		Actual	Pro Forma	
			Adjustment	Amount
1	UTILITY PLANT			
2	Utility Plant (101-106, 114)	77,798,572	147,500,000	225,298,572
3	Construction Work in Progress (107)	4,537,578		4,537,578
4	TOTAL Utility Plant (Enter Total of lines 2 and 3)	82,336,150	147,500,000	229,836,150
5	(Less) Accum. Prov. for Depr. Amort. Depl. (108, 110, 111, 115)	13,624,883	4,602,000	18,226,883
6	Net Utility Plant (Enter Total of line 4 less 5)	68,711,267	142,898,000	211,609,267
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)	68,711,267	142,898,000	211,609,267
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 (176)	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	0
33	CURRENT AND ACCRUED ASSETS	0		0
34	Cash and Working Funds (Non-major Only) (130)	0		0
35	Cash (131)	859,048	13,512,041	14,371,089
36	Special Deposits (132-134)	1,000,000		1,000,000
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)	0		0
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)	1,234,690		1,234,690
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)	95,476		95,476
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)	2,401,341		2,401,341
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)	6,690,555	13,512,041	19,102,596
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)	374,288		374,288
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)	2,856,339		2,856,339
83	Unrecovered Purchased Gas Costs (191)	0		0
84	Total Deferred Debits (Lines 69 through 83)	3,230,627	0	3,230,627

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)	15,872,819	88,500,000	104,372,819
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)	15,467,053	8,910,041	24,377,094
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)	31,339,872	97,410,041	128,749,913
17	LONG-TERM DEBT	0		0
18	Bonds (221)	0		0
19	(Less) Reacquired Bonds (222)	0		0
20	Advances from Associated Companies (223)	21,633,431	59,000,000	80,633,431
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-Debt (226)	0		0
24	Total Long-Term Debt (lines 18 through 23)	21,633,431	59,000,000	80,633,431
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)	228,048		228,048
39	Notes Payable to Associated Companies (233)	0		0
40	Accounts Payable to Associated Companies (234)	2,518,989		2,518,989
41	Customer Deposits (235)	0		0
42	Taxes Accrued (236)	2,325		2,325
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)	176,590		176,590
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)	2,925,952	0	2,925,952
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)	10,369,889		10,369,889
61	Unamortized Gain on Reacquired Debt (257)	0		0
62	Accumulated Deferred Income Taxes - Accel. Amort. (261)	0		0
63	Accumulated Deferred Income Taxes - Other Property (262)	11,255,001		11,255,001
64	Accumulated Deferred Income Taxes - Other (263)	8,304		8,304
65	Total Deferred Credits (lines 56 through 64)	21,633,194	0	21,633,194
66	TOTAL LIABILITIES AND STOCKHOLDER EQUITY	77,532,449	156,410,041	233,942,490

Exhibit D
NEW HAMPSHIRE TRANSMISSION, LLC
PRO FORMA STATEMENT OF INCOME
FOR THE PERIOD JANUARY 1, 2018 - JUNE 30, 2018

Row		Actual	Pro Forma	
			Adjustment	Amount
1	UTILITY OPERATING INCOME			0
2	Operating Revenues (400)	7,675,339	21,076,378	28,751,717
3	Operating Expenses	0		0
4	Operating Expenses (401)	1,290,720		1,290,720
5	Maintenance Expenses (402)	866,400		866,400
6	Depreciation Expense (403)	1,217,683	4,802,000	6,819,683
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)	778,168		778,168
13	(Less) Regulatory Credits (407.4)	257,048		257,048
14	Taxes Other Than Income Taxes (408.1)	867,809		867,809
15	Income Taxes - Federal (409.1)	0	2,368,492	2,368,492
16	- Other (409.1)	251,294	987,431	1,218,725
17	Provision for Deferred Income Taxes (410.1)	1,048,265		1,048,265
18	(Less) Provision for Deferred Income Taxes (411.1)	807,262		807,262
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)	5,244,019	7,937,923	13,181,942
26	Net Util Oper Inc (Enter Tot line 2 less 25) Carry to Pg17, line 27	2,431,320	13,138,465	15,569,775
27	Net Utility Operating Income (Carried forward from page 114)	2,431,320	13,138,465	15,569,775
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)	3,439		3,439
38	Allowance for Other Funds Used During Construction (419.1)	51,849		51,849
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)	55,288	0	55,288
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)	5,000		5,000
46	Life Insurance (426.2)	0		0
47	Penalties (426.3)	0		0
48	Exp for Certain Civic, Political & Related Activities (426.4)	5,000		5,000
49	Other Deductions (426.5)	965		965
50	TOTAL Other Income Deductions (Total of lines 43 thru 49)	10,965	0	10,965
51	Taxes Applo. to Other Income and Deductions	0		0
52	Taxes Other Than Income Taxes (408.2)	0		0
53	Income Taxes-Federal (409.2)	0		0
54	Income Taxes - Other (409.2)	-123		-123
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)	-123	0	-123
60	Net Other Income and Deductions (Total of lines 41, 50, 59)	44,446	0	44,446
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)	609,591	4,228,415	4,838,006
68	Other Interest Expense (431)	0		0
69	(Less) Allowance for Borrowed Funds Used During Construction - Cr. (432)	18,365		18,365
70	Net Interest Charges (Total of lines 62 thru 69)	591,226	4,228,415	4,819,641
71	Income Before Extraordinary Items (Total of lines 27, 60 and 70)	1,884,540	8,910,041	10,794,581
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)	1,884,540	8,910,041	10,794,581

Exhibit E
NEW HAMPSHIRE TRANSMISSION, LLC
PRO FORMA STATEMENT OF CASH FLOWS AND INTEREST COVERAGE
FOR THE PERIOD JANUARY 1, 2018 - JUNE 30, 2018

Row		Actual	Pro Forma	
			Adjustment	Amount
1	Net Cash Flow from Operating Activities:			
2	Net Income (Line 78(c) on page 117)	1,884,540	8,910,041	10,794,581
3	Noncash Charges (Credits) to Income:	0		0
4	Depreciation and Depletion	647,579	4,802,000	5,249,579
5	Amortization of Prepaids	43,437		43,437
6	Prepaid Land Options	0		0
7	Prepaids	-87,448		-87,448
8	Deferred Income Taxes (Net)	238,993		238,993
9	Investment Tax Credit Adjustment (Net)	0		0
10	Net (Increase) Decrease in Receivables	-87,688		-87,688
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	-96,983		-96,983
14	Net (Increase) Decrease in Other Regulatory Assets	61,296		61,296
15	Net Increase (Decrease) in Other Regulatory Liabilities	524,925		524,925
16	(Less) Allowance for Other Funds Used During Construction	51,849		51,849
17	(Less) Undistributed Earnings from Subsidiary Companies	0		0
18	Other: Expenses paid by member	642,882		642,882
19	Net Increase (Decrease) in due to/from related parties	412,568		412,568
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)	4,132,272	13,512,041	17,644,313
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)	-2,430,157	-147,500,000	-149,930,157
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	-51,849		-51,849
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)	-2,378,308	-147,500,000	-149,878,308
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	0		0
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)	-2,378,308	-147,500,000	-149,878,308
58		0		0

59	Cash Flows from Financing Activities:	0		0
60	Proceeds from Issuance of:	0		0
61	Long-Term Debt (b)	0	59,000,000	59,000,000
62	Preferred Stock	0		0
63	Common Stock	0		0
64	Other (provide details in footnote): Cash Contribution from member	0	88,500,000	88,500,000
65	Cash Distribution to member	-2,000,000		-2,000,000
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)	-2,000,000	147,500,000	145,500,000
71		0		0
72	Payments for Retirement of:	0		0
73	Long-term Debt	0		0
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)	-2,000,000	147,500,000	145,500,000
84		0		0
85	Net Increase (Decrease) in Cash and Cash Equivalents	0		0
86	(Total of lines 22, 57 and 83)	-246,036	13,512,041	13,266,005
87		0		0
88	Cash and Cash Equivalents at Beginning of Period	2,105,084		2,105,084
89		0		0
90	Cash and Cash Equivalents at End of period	1,859,048		15,371,089

COMPUTATION OF INTEREST COVERAGE

	Actual	Pro Forma	
		Adjustment	Amount
1 Net Income (Exhibit D, Line 78)	1,084,640	8,910,041	10,794,681
2			
3 Add: Interest on Debt (Exhibit D, Line 67)	609,591	4,228,415	4,838,006
4 Add: Federal and State Income Taxes (Exhibit D, Lines 15 thru 17)	1,297,549	3,335,923	4,633,472
5			
6 Income Before Interest and Income Taxes	3,791,680	16,474,378	20,266,058
7 (Total of lines 1 thru 4)			
8			
9 Interest Coverage (Line 6 / Line 3)	6	3.90	4.18

Amounts retrieved from: FERC Bal - 2Q 2018 08 28.xlsx

BP 101-111 Line Name	FERC Bal - 4Q 2017	Amount
1	UTILITY PLANT	-
2	Utility Plant (101-108, 114)	77,798,572.00
3	Construction Work in Progress (107)	4,537,578.00
4	TOTAL Utility Plant (Enter Total of lines 2 and 3)	82,336,150.00
5	(Less) Accum. Prov. for Depr. Amort. Depl. (108, 110, 111, 115)	13,624,883.00
6	Net Utility Plant (Enter Total of line 4 less 5)	68,711,267.00
7	Nuclear Fuel In Process of Ref., Conv., Enrich., and Fab. (120.1)	-
8	Nuclear Fuel Materials and Assemblies-Stock Account (120.2)	-
9	Nuclear Fuel Assemblies In Reactor (120.3)	-
10	Spent Nuclear Fuel (120.4)	-
11	Nuclear Fuel Under Capital Leases (120.6)	#N/A
12	(Less) Accum. Prov. for Amort. of Nucl. Fuel Assemblies (120.5)	-
13	Net Nuclear Fuel (Enter Total of lines 7-11 less 12)	#N/A
14	Net Utility Plant (Enter Total of lines 6 and 13)	68,711,267.00
15	Utility Plant Adjustments (116)	-
16	Gas Stored Underground - Noncurrent (117)	-
17	OTHER PROPERTY AND INVESTMENTS	-
18	Nonutility Property (121)	-
19	(Less) Accum. Prov. for Depr. and Amort. (122)	-
20	Investments In Associated Companies (123)	-
21	Investment In Subsidiary Companies (123.1)	-
22	(For Cost of Account 123.1, See Footnote Page 224, line 42)	-
23	Noncurrent Portion of Allowances	-
24	Other Investments (124)	-
25	Sinking Funds (125)	-
26	Depreciation Fund (126)	#N/A
27	Amortization Fund - Federal (127)	#N/A
28	Other Special Funds (128)	-
29	Special Funds (Non Major Only) (129)	-
30	Long-Term Portion of Derivative Assets (175)	-
31	Long-Term Portion of Derivative Assets - Hedges (176)	#N/A
32	TOTAL Other Property and Investments (Lines 18-21 and 23-31)	#N/A
33	CURRENT AND ACCRUED ASSETS	-
34	Cash and Working Funds (Non-major Only) (130)	-
35	Cash (131)	859,048.00
36	Special Deposits (132-134)	1,000,000.00
37	Working Fund (135)	#N/A
38	Temporary Cash Investments (136)	-
39	Notes Receivable (141)	-
40	Customer Accounts Receivable (142)	-
41	Other Accounts Receivable (143)	-
42	(Less) Accum. Prov. for Uncollectible Acct.-Credit (144)	-
43	Notes Receivable from Associated Companies (145)	-
44	Accounts Receivable from Assoc. Companies (146)	1,234,690.00
45	Fuel Stock (151)	-
46	Fuel Stock Expenses Undistributed (152)	#N/A
47	Residuals (Elec) and Extracted Products (153)	-
48	Plant Materials and Operating Supplies (154)	#N/A
49	Merchandise (155)	-
50	Other Materials and Supplies (156)	-
51	Nuclear Materials Held for Sale (157)	-
52	Allowances (158.1 and 158.2)	-
End page 110		
PAGE 111		
53	(Less) Noncurrent Portion of Allowances	-
54	Stores Expense Undistributed (163)	#N/A
55	Gas Stored Underground - Current (164.1)	-
56	Liquefied Natural Gas Stored and Held for Processing (164.2-164.3)	-
57	Prepayments (165)	95,476.00

58 Advances for Gas (166-167)	-
59 Interest and Dividends Receivable (171)	-
60 Rents Receivable (172)	-
61 Accrued Utility Revenues (173)	2,401,341.00
62 Miscellaneous Current and Accrued Assets (174)	-
63 Derivative Instrument Assets (175)	-
64 (Less) Long-Term Portion of Derivative Instrument Assets (175)	-
65 Derivative Instrument Assets - Hedges (176)	-
66 (Less) Long-Term Portion of Derivative Instrument Assets - Hedges (176)	#N/A
67 Total Current and Accrued Assets (lines 34 thru 66)	5,590,555.00
68 DEFERRED DEBITS	-
69 Unamortized Debt Expenses (181)	-
70 Extraordinary Property Losses (182.1)	-
71 Unrecovered Plant and Regulatory Study Costs (182.2)	-
72 Other Regulatory Assets (182.3)	374,288.00
73 Prelim. Survey and Investigation Charges (Electric) (183)	-
74 Preliminary Natural Gas Survey and Investigation Charges 183.1)	#N/A
75 Other Preliminary Survey and Investigation Charges (183.2)	-
76 Clearing Accounts (184)	-
77 Temporary Facilities (185)	-
78 Miscellaneous Deferred Debits (186)	-
79 Def. Losses from Disposition of Utility Plt. (187)	-
80 Research, Devel. and Demonstration Expend. (188)	-
81 Unamortized Loss on Reacquired Debt (189)	#N/A
82 Accumulated Deferred Income Taxes (190)	2,856,339.00
83 Unrecovered Purchased Gas Costs (191)	-
84 Total Deferred Debits (lines 69 thru 83)	3,230,627.00
85 TOTAL ASSETS (lines 14-16, 32, 67, and 84)	77,532,449.00

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1 PROPRIETARY CAPITAL	-
2 Common Stock Issued (201)	-
3 Preferred Stock Issued (204)	-
4 Capital Stock Subscribed (202, 205)	#N/A
5 Stock Liability for Conversion (203, 206)	-
6 Premium on Capital Stock (207)	-
7 Other Paid-In Capital (208-211)	15,872,819.00
8 Installments Received on Capital Stock (212)	-
9 (Less) Discount on Capital Stock (213)	-
10 (Less) Capital Stock Expense (214)	-
11 Retained Earnings (215, 215.1, 216)	15,467,053.00
12 Unappropriated Undistributed Subsidiary Earnings (216.1)	-
13 (Less) Reacquired Capital Stock (217)	#N/A
14. Noncorporate Proprietorship (Non-major only) (218)	#N/A
15 Accumulated Other Comprehensive Income (219)	-
16 TOTAL Proprietary Capital (Enter Total of lines 2 thru 14)	31,339,872.00
17 LONG-TERM DEBT	-
18 Bonds (221)	-
19 (Less) Reacquired Bonds (222)	#N/A
20 Advances from Associated Companies (223)	21,633,431.00
21 Other Long-Term Debt (224)	-
22 Unamortized Premium on Long-Term Debt (225)	-
23 (Less) Unamortized Discount on Long-Term Debt-Debit (226)	#N/A
24 Total Long-Term Debt (Enter Total of lines 18 thru 23)	21,633,431.00
25 OTHER NONCURRENT LIABILITIES	-
26 Obligations Under Capital Leases - Noncurrent (227)	-
27 Accumulated Provision for Property Insurance (228.1)	-
28 Accumulated Provision for Injuries and Damages (228.2)	-
29 Accumulated Provision for Pensions and Benefits (228.3)	-
30 Accumulated Miscellaneous Operating Provisions (228.4)	-
31 Accumulated Provision for Rate Refunds (229)	-
32 Long-Term Portion of Derivative Instrument Liabilities	-
33 Long-Term Portion of Derivative Instrument Liabilities - Hedges	-
34 Asset Retirement Obligations (230)	#N/A

35 Total Other Noncurrent Liabilities (lines 26 through 34)	#N/A
36 CURRENT AND ACCRUED LIABILITIES	-
37 Notes Payable (231)	-
38 Accounts Payable (232)	228,048.00
39 Notes Payable to Associated Companies (233)	-
40 Accounts Payable to Associated Companies (234)	2,518,989.00
41 Customer Deposits (235)	-
42 Taxes Accrued (236)	2,325.00
43 Interest Accrued (237)	-
44 Dividends Declared (238)	-
45 Matured Long-Term Debt (239)	-
46 Matured Interest (240)	-
47 Tax Collections Payable (241)	-
48 Miscellaneous Current and Accrued Liabilities (242)	176,590.00
49 Obligations Under Capital Leases-Current (243)	-
50 Derivative Instrument Liabilities (244)	-
51 (Less) Long-Term Portion of Derivative Instrument Liabilities	-
52 Derivative Instrument Liabilities - Hedges (245)	-
53 (Less) Long-Term Portion of Derivative Instrument Liabilities-Hedges	#N/A
54 Total Current and Accrued Liabilities (lines 37 thru 53)	2,925,952.00
55 DEFERRED CREDITS	-
56 Customer Advances for Construction (252)	-
57 Accumulated Deferred Investment Tax Credits (255)	-
58 Deferred Gains from Disposition of Utility Plant (256)	-
59 Other Deferred Credits (253)	-
60 Other Regulatory Liabilities (254)	10,369,889.00
61 Unamortized Gain on Reacquired Debt (257)	#N/A
62 Accumulated Deferred Income Taxes - Accel. Amort. (281)	-
63 Accumulated Deferred Income Taxes - Other Property (282)	11,255,001.00
64 Accumulated Deferred Income Taxes - Other (283)	8,304.00
65 Total Deferred Credits (lines 56 thru 64)	21,633,194.00
66 TOTAL LIABILITIES AND STOCKHOLDER EQUITY (lines 16, 24, 35, 54, ar	77,532,449.00

row_number	row_literal	amounts
1	Net Cash Flow from Operating Activities:	-
2	Net Income (Line 78(c) on page 117)	1,884,540.00
3	Noncash Charges (Credits) to Income:	-
4	Depreciation and Depletion	647,579.00
5	Amortization of prepaids	43,437.00
6	Prepaid Land Options	-
7	Prepaids	(87,448.00)
8	Deferred Income Taxes (Net)	238,993.00
9	Investment Tax Credit Adjustment (Net)	-
10	Net (Increase) Decrease in Receivables	(87,688.00)
11	Net (Increase) Decrease in Inventory	-
12	Net (Increase) Decrease in Allowances Inventory	-
13	Net Increase (Decrease) in Payables and Accrued Expenses	(96,963.00)
14	Net (Increase) Decrease in Other Regulatory Assets	61,296.00
15	Net Increase (Decrease) in Other Regulatory Liabilities	524,925.00
16	(Less) Allowance for Other Funds Used During Construction	51,849.00
17	(Less) Undistributed Earnings from Subsidiary Companies	-
18	Other: Expenses paid by member	642,882.00
19	Net Increase (Decrease in due to/from related parties	412,568.00
20	Net increas(decrease) in other assets and other liabilities	-
21		#N/A
22	Net Cash Provided by (Used in) Operating Activities (Total 2 thru 21)	4,132,272.00
23		#N/A
24	Cash Flows from Investment Activities:	-
25	Construction and Acquisition of Plant (including land):	-
26	Gross Additions to Utility Plant (less nuclear fuel)	(2,430,157.00)
27	Gross Additions to Nuclear Fuel	-
28	Gross Additions to Common Utility Plant	-
29	Gross Additions to Nonutility Plant	-

do not forget to update for
removal costs

30 (Less) Allowance for Other Funds Used During Construction	51,849.00
31 Other (provide details in footnote):	-
32	#N/A
33	#N/A
34 Cash Outflows for Plant (Total of lines 26 thru 33)	(2,378,308.00)
35	#N/A
36 Acquisition of Other Noncurrent Assets (d)	-
37 Proceeds from Disposal of Noncurrent Assets (d)	-
38	#N/A
39 Investments in and Advances to Assoc. and Subsidiary Companies	-
40 Contributions and Advances from Assoc. and Subsidiary Companies	-
41 Disposition of Investments in (and Advances to)	-
42 Associated and Subsidiary Companies	-
43	#N/A
44 Purchase of Investment Securities (a)	-
45 Proceeds from Sales of Investment Securities (a)	-
46 Loans Made or Purchased	-
47 Collections on Loans	-
48	#N/A
49 Net (Increase) Decrease in Receivables	(87,688.00)
50 Net (Increase) Decrease in Inventory	#N/A
51 Net (Increase) Decrease in Allowances Held for Speculation	-
52 Net Increase (Decrease) in Payables and Accrued Expenses	(96,963.00)
53 Other (provide details in footnote):	-
54	#N/A
55	#N/A
56 Net Cash Provided by (Used in) Investing Activities	-
57 Total of lines 34 thru 55)	(2,378,308.00)
58	#N/A
59 Cash Flows from Financing Activities:	-
60 Proceeds from Issuance of:	-
61 Long-Term Debt (b)	-
62 Preferred Stock	-
63 Common Stock	-
64 Other (provide details in footnote): Cash contribution from member	#N/A
65 Cash distribution to member	(2,000,000.00)
66 Net Increase in Short-Term Debt (c)	-
67 Other (provide details in footnote):	-
68	#N/A
69	#N/A
70 Cash Provided by Outside Sources (Total 61 thru 69)	(2,000,000.00)
71	#N/A
72 Payments for Retirement of:	-
73 Long-term Debt (b)	-
74 Preferred Stock	-
75 Common Stock	-
76 Other (provide details in footnote):	-
77	#N/A
78 Net Decrease in Short-Term Debt (c)	#N/A
79	#N/A
80 Dividends on Preferred Stock	-
81 Dividends on Common Stock	-
82 Net Cash Provided by (Used in) Financing Activities	-
83 (Total of lines 70 thru 81)	(2,000,000.00)
84	#N/A
85 Net Increase (Decrease) in Cash and Cash Equivalents	-
86 (Total of lines 22,57 and 83)	(246,036.00)
87	#N/A
88 Cash and Cash Equivalents at Beginning of Period	2,105,084.00
89	#N/A
90 Cash and Cash Equivalents at End of period	1,859,048.00

2 Operating Revenues (400)	7,675,339.00
3 Operating Expenses	-
4 Operating Expenses (401)	1,290,720.00
5 Maintenance Expenses (402)	866,400.00
6 Depreciation Expense (403)	1,217,683.00
7 Depreciation Expense for Asset Retirement Costs (403.1)	-
8 Amort. & Depl. of Utility Plant (404-405)	-
9 Amort. of Utility Plant Acq. Adj. (406)	-
10 Amort. Property Losses, Unrecov Plant and Regulatory Study Costs (407)	-
11 Amort. of Conversion Expenses (407)	-
12 Regulatory Debits (407.3)	778,168.00
13 (Less) Regulatory Credits (407.4)	257,048.00
14 Taxes Other Than Income Taxes (408.1)	857,809.00
15 Income Taxes - Federal (409.1)	-
16 - Other (409.1)	251,294.00
17 Provision for Deferred Income Taxes (410.1)	1,046,255.00
18 (Less) Provision for Deferred Income Taxes (411.1)	807,262.00
19 Investment Tax Credit Adj. - Net (411.4)	-
20 (Less) Gains from Disp. of Utility Plant (411.6)	-
21 Losses from Disp. of Utility Plant (411.7)	-
22 (Less) Gains from Disposition of Allowances (411.8)	#N/A
23 Losses from Disposition of Allowances (411.9)	#N/A
24 Accretion Expense (411.10)	-
25 TOTAL Utility Operating Expenses (Enter Total of lines 4 thru 24)	5,244,019.00
26 Net Util Oper Inc (Enter Tot Line 2 less 25), Carry to Pg117, line 27	2,431,320.00
	#N/A
	#N/A
	#N/A
27 Net Utility Operating Income (Carried forward from page 114)	2,431,320.00
28 Other Income and Deductions	-
29 Other Income	-
30 Nonutility Operating Income	#N/A
31 Revenues From Merchandising, Jobbing and Contract Work (415)	-
32 (Less) Costs and Exp. of Merchandising, Job. & Contract Work (416)	-
33 Revenues From Nonutility Operations (417)	-
34 (Less) Expenses of Nonutility Operations (417.1)	-
35 Nonoperating Rental Income (418)	-
36 Equity In Earnings of Subsidiary Companies (418.1)	-
37 Interest and Dividend Income (419)	3,439.00
38 Allowance for Other Funds Used During Construction (419.1)	51,849.00
39 Miscellaneous Nonoperating Income (421)	-
40 Gain on Disposition of Property (421.1)	-
41 Total Other Income (Enter Total of lines 31 thru 40)	55,288.00
42 Other Income Deductions	-
43 Loss on Disposition of Property (421.2)	-
44 Miscellaneous Amortization (425)	-
45 Donations (426.1)	5,000.00
46 Life Insurance (426.2)	#N/A
47 Penalties (426.3)	#N/A
48 Exp for Certain Civic, Political & Related Activities (426.4)	5,000.00
49 Other Deductions (426.5)	965.00
50 Total Other Income Deductions (Total of lines 43 thru 49)	10,965.00
51 Taxes Applicable to Other Income and Deductions	-
52 Taxes Other Than Income Taxes (408.2)	-
53 Income Taxes-Federal (409.2)	#N/A
54 Income Taxes - Other (409.2)	(123.00)
55 Provision for Deferred Income Taxes (410.2)	-
56 (Less) Provision for Deferred Income Taxes-Cr (411.2)	-
57 Investment Tax Credit Adj.-Net (411.5)	#N/A
58 (Less) Investment Tax Credits (420)	-
59 Total Taxes on Other Income and Deduction (Total of 52-58)	(123.00)
60 Net Other Income and Deductions (Enter Total lines 41, 50, 59)	44,446.00
61 Interest Charges	-

62 Interest on Long-Term Debt (427)	-
63 Amort. of Debt Disc. and Expense (428)	-
64 Amortization of Loss on Reacquired Debt (428.1)	-
65 (Less) Amort. of Premium on Debt-Credit (429)	#N/A
66 (Less) Amortization of Gain on Reacquired Debt-Credit (429.1)	#N/A
67 Interest on Debt to Assoc. Companies (430)	609,591.00
68 Other Interest Expense (431)	-
69 (Less) Allowance for Borrowed Funds Used During Construction - Cr. (432)	18,365.00
70 Net Interest Charges (Enter Total of lines 62 thru 69)	591,226.00
71 Income Before Extraordinary Items (Total of Lines 27, 60 and 70)	1,884,540.00
72 Extraordinary Items	-
73 Extraordinary Income (434)	-
74 (Less) Extraordinary Deductions (435)	-
75 Net Extraordinary Items (Total of line 73 less line 74)	#N/A
76 Income Taxes-Federal and Other (409.3)	#N/A
77 Extraordinary Items After Taxes (line 75 less line 76)	#N/A
78 Net Income (Enter Total of lines 71 and 77)	1,884,540.00

NEW HAMPSHIRE TRANSMISSION, LLC

CONSENT OF SOLE MEMBER

The undersigned, being the sole member of New Hampshire Transmission, LLC, a Delaware limited liability company, hereby consents to and adopts the following resolutions, effective on and as of the date set forth below:

WHEREAS, NextEra Energy Transmission, LLC, a Delaware limited liability company ("NEET"), is the sole member of New Hampshire Transmission, LLC, a Delaware limited liability company (the "Company"), and a wholly-owned indirect subsidiary of NextEra Energy Capital Holdings, Inc., a Florida corporation ("Capital Holdings"); and

WHEREAS, Capital Holdings and the Company entered into (i) an Amended and Restated Loan Agreement ("the First A&R Loan Agreement"), dated September 27, 2013, as amended on May 31, 2016, pursuant to which the outstanding amounts payable by NHT to the Company under the Original Agreement were converted into a long-term loan (the "Phase 1 Loan") and the Company made additional amounts available to NHT to fund NHT's capital costs and operational expenditures (the Phase 2 Loan"), (ii) a Second Amended and Restated Loan Agreement (the "Second A&R Loan Agreement") dated April 5, 2018, pursuant to which the Company made an additional \$35,000,000 (the "Phase 3 Loans") available to fund a portion of NHT's future capital costs and operational expenditures and (iii) a third amended and restated loan agreement dated September 21, 2018 (the "Third A&R Loan Agreement") in order to increase the amount available under the Phase 3 Loans from \$35,000,000 to \$59,000,000.

NOW THEREFORE be it

RESOLVED, that the execution and delivery by the Company of Second A&R Loan Agreement and the Third A&R Loan Agreement, be, and the same hereby is approved, ratified and confirmed; and

FURTHER RESOLVED, that each of the President, any Vice President and the 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 execute and deliver one or more Amendments, with such changes thereto as the officer executing such Amendment may approve, with such approval to be conclusively evidenced by the execution and delivery of such Amendment; and

FURTHER RESOLVED, that each of the officers 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, all such further actions, and to execute and deliver, or cause to be executed and delivered, all such officer's certificates and other agreements, amendments, modifications, restatements, documents and instruments, as such officer may deem necessary, appropriate, convenient or advisable in order to 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, restatements, documents or 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.

IN WITNESS WHEREOF, the undersigned has executed this Consent this 26 day of September, 2018.

NEXTERA ENERGY TRANSMISSION, LLC

By: 

Eric S. Gleason
President