Treasury Portfolio, if any, held by the Collateral Agent on the Business Day immediately preceding the Purchase Contract Settlement Date, the principal amount of such Pledged Treasury Securities, or the portion of the Pledged Applicable Ownership Interests in the Treasury Portfolio, as the case may be, corresponding to such Purchase Contracts received by the Collateral Agent shall, upon written direction of the Company, be invested promptly in Permitted Investments On the Purchase Contract Settlement Date, an aggregate amount equal to the Purchase Price will be remitted to the Company as payment of the Purchase Price of such Purchase Contracts In the event the sum of the Proceeds from the Pledged Treasury Securities or the Pledged Applicable Ownership Interests in the Treasury Portfolio, as the case may be, and the investment earnings earned from the Permitted Investments, if any, is in excess of the aggregate Purchase Price of the Purchase Contracts being settled thereby, the Collateral Agent will distribute such excess to the Purchase Contract Agent for the benefit of the Holder of the related Treasury Units or Corporate Units

**SECTION 4.5 Early Settlement; Fundamental Change Early Settlement**

Upon written notice to the Collateral Agent by the Purchase Contract Agent that a Holder of an Equity Unit has elected to effect Early Settlement or Fundamental Change Early Settlement of its entire obligation under the Purchase Contract forming a part of such Equity Unit in accordance with the terms of the Purchase Contract and the Purchase Contract Agreement, and that the Purchase Contract Agent has received from such Holder, and paid to the Company as confirmed in writing by the Company, the related Early Settlement Amount or Fundamental Change Early Settlement Amount, as the case may be, pursuant to the terms of the Purchase Contract and the Purchase Contract Agreement and that all conditions to such Early Settlement or Fundamental Change Early Settlement, as the case may be, have been satisfied, then the Collateral Agent shall release from the Pledge (a) the Pledged Applicable Ownership Interests in Debentures or the Pledged Applicable Ownership Interests in the Treasury Portfolio in the case of a Holder of Corporate Units or (b) Pledged Treasury Securities in the case of a Holder of Treasury Units, in each case that had been components of such Equity Unit, and shall transfer such Pledged Applicable Ownership Interests in Debentures or the Pledged Applicable Ownership Interests in the Treasury Portfolio or Pledged Treasury Securities, as the case may be, free and clear of the Pledge created hereby, to the Purchase Contract Agent for the benefit of such Holder

**SECTION 4.6 Application of Proceeds; Settlement**

(a) In the event a Holder of Corporate Units, unless the Applicable Ownership Interests in the Treasury Portfolio have replaced the Applicable Ownership Interests in Debentures as components of the Corporate Units, has not elected to make Cash Settlement by notifying the Purchase Contract Agent in the manner provided for in Section 5 4(a)(1) of the Purchase Contract Agreement or has not made an Early Settlement or a Fundamental Change Early Settlement of the Purchase Contracts underlying its Corporate Units, such Holder shall be deemed to have consented to the disposition of the Debentures underlying the Pledged Applicable Ownership Interests in Debentures pursuant to the Remarketing as described in Section 5 4(a) of the Purchase Contract Agreement in order to pay for the shares of Common Stock to be issued under such Purchase Contract The Collateral Agent shall by 10 00 a m , New York City time, on the sixth Business Day immediately preceding the Purchase Contract Settlement Date, without any instruction from such

Holder of Corporate Units, present the related Debentures underlying the Pledged Applicable Ownership Interests in Debentures to the Remarketing Agents for remarketing. Upon receiving such Debentures, the Remarketing Agents, pursuant to the terms of the Remarketing Agreement, will use their commercially reasonable efforts to remarket such Debentures underlying the Pledged Applicable Ownership Interests in Debentures on such date at a price equal to or greater than 100% of the aggregate Value of such Pledged Applicable Ownership Interests in Debentures plus the Remarketing Fee. The Remarketing Agents may deduct the Remarketing Fee from any portion of the proceeds from the Remarketing of the Debentures that is in excess of the sum of 100% of the aggregate Value of such Pledged Applicable Ownership Interests in Debentures and the aggregate Separate Debentures Purchase Price. Upon a Successful Remarketing and after deducting the Remarketing Fee from such Proceeds, the Remarketing Agents will remit the remaining portion of the Proceeds of a Successful Remarketing related to such Applicable Ownership Interest in Debentures to the Collateral Agent. On the Purchase Contract Settlement Date, the Collateral Agent shall apply that portion of the Proceeds from such Remarketing equal to the aggregate Value of the Pledged Applicable Ownership Interests in Debentures to satisfy in full the obligations of such Holders of Corporate Units to pay the Purchase Price for the Common Stock under the related Purchase Contracts. The remaining portion of such Proceeds, if any, shall be distributed by the Collateral Agent to the Purchase Contract Agent for payment to the Holders. If the Remarketing Agents advise the Collateral Agent in writing that they cannot remarket the related Pledged Applicable Ownership Interests in Debentures of such Holders of Corporate Units at a price not less than 100% of the aggregate Value of such Pledged Applicable Ownership Interests in Debentures, or if the Remarketing does not occur because a condition precedent to such Remarketing has not been fulfilled, thus resulting in a Failed Remarketing, the Collateral Agent will proceed as described in *Section 4.4* hereof.

(b) In the event a Holder of Treasury Units or, if the Treasury Portfolio has replaced the Applicable Ownership Interests in Debentures as components of Corporate Units, Corporate Units, has not made an Early Settlement or a Fundamental Change Early Settlement of the Purchase Contracts underlying its Treasury Units or Corporate Units, as the case may be, such Holder shall be deemed to have elected to pay for the shares of Common Stock to be issued under such Purchase Contracts from the Proceeds of the related Pledged Treasury Securities or the related Pledged Applicable Ownership Interests in the Treasury Portfolio, as the case may be. On the Business Day immediately prior to the Purchase Contract Settlement Date, the Collateral Agent shall, at the written direction of the Purchase Contract Agent, invest the cash Proceeds of the maturing Pledged Treasury Securities or the Pledged Applicable Ownership Interests in the Treasury Portfolio, as the case may be, in Permitted Investments. Without receiving any instruction from any such Holder of Treasury Units or Corporate Units, the Collateral Agent shall apply the Proceeds of the related Pledged Treasury Securities or Pledged Applicable Ownership Interests in the Treasury Portfolio to the settlement of the related Purchase Contracts on the Purchase Contract Settlement Date. In the event the sum of the Proceeds from the related Pledged Treasury Securities or related Pledged Applicable Ownership Interests in the Treasury Portfolio and the investment earnings from the investment in Permitted Investments, if any, is in excess of the aggregate Purchase Price of the Purchase Contracts being settled thereby on the Purchase Contract Settlement Date, the Collateral Agent shall distribute such excess, when received, to the Purchase Contract Agent for the benefit of the Holders.

The Company shall not be obligated to issue any shares of Common Stock in respect of the Purchase Contracts or deliver any certificate therefor to the Holder unless it shall have received payment in full of the Purchase Price for the shares of Common Stock to be purchased thereunder

(c) Pursuant to the Remarketing Agreement, on or prior to 5 00 p m , New York City time, on the second Business Day immediately preceding the first Remarketing Date of the applicable Three-Day Remarketing Period, but no earlier than 5 00 p m , New York City time, on the fifth Business Day immediately preceding such first Remarketing Date of the applicable Three-Day Remarketing Period, holders of Separate Debentures may elect to have their Separate Debentures remarketed by delivering the Separate Debentures, together with a notice of such election, substantially in the form of *Exhibit C* hereto, to the Custodial Agent The Custodial Agent will hold the Separate Debentures in an account separate from the Collateral Account A holder of Separate Debentures electing to have its Separate Debentures remarketed will also have the right to withdraw such election by written notice to the Custodial Agent, substantially in the form of *Exhibit D* hereto, on or prior to 5 00 p m , New York City time, on the second Business Day immediately preceding the first Remarketing Date of the relevant Three-Day Remarketing Period, upon which notice the Custodial Agent shall return such Separate Debentures to such holder After such time, such election to remarket shall become an irrevocable election to have such Separate Debentures remarketed in such Remarketing Promptly after 11 00 a m , New York City time, on the Business Day immediately preceding the first Remarketing Date of the relevant Three-Day Remarketing Period, the Custodial Agent shall notify the Remarketing Agents of the aggregate principal amount of the Separate Debentures to be remarketed and shall deliver to the Remarketing Agents for Remarketing all Separate Debentures delivered to the Custodial Agent, and not withdrawn, pursuant to this *Section 4.6(c)* prior to such date The portion of the proceeds from such remarketing equal to the aggregate Value of the Separate Debentures will automatically be remitted by the Remarketing Agents to the Custodial Agent for the benefit of the holders of the Separate Debentures

(d) In addition, after deducting the Remarketing Fee from the Value of the remarketed Separate Debentures, from any amount of such proceeds in excess of the aggregate Value of the remarketed Separate Debentures, the Remarketing Agents will remit to the Custodial Agent the remaining portion of the proceeds, if any, for the benefit of such holders If, despite using their commercially reasonable efforts, a remarketing attempt is unsuccessful on the first Remarketing Date of a Three-Day Remarketing Period, subsequent remarketings will be attempted on each of the two following Remarketing Dates in that Three-Day Remarketing Period until a Successful Remarketing occurs If the Remarketing Agents advise the Custodial Agent in writing that none of the three remarketings occurring during a Three-Day Remarketing Period resulted in a Successful Remarketing or, if a condition to the Remarketing shall not have been fulfilled, thus in either case resulting in a Failed Remarketing, the Remarketing Agents will promptly return the Separate Debentures to the Custodial Agent for redelivery to such holders

## ARTICLE V.

## VOTING RIGHTS — DEBENTURES

The Purchase Contract Agent may exercise, or refrain from exercising, any and all voting and other consensual rights pertaining to the Debentures underlying the Pledged Applicable Ownership Interests in Debentures or any part thereof for any purpose not inconsistent with the terms of this Agreement and in accordance with the terms of the Purchase Contract Agreement, including Section 4 2 thereof, *provided*, that the Purchase Contract Agent shall not exercise or, as the case may be, shall not refrain from exercising such right if, in the judgment of the Company evidenced in writing and delivered to the Purchase Contract Agent, such action would impair or otherwise have a material adverse effect on the value of all or any of the Pledged Applicable Ownership Interests in Debentures, and *provided, further*, that the Purchase Contract Agent shall give the Company and the Collateral Agent at least five days' prior written notice of the manner in which it intends to exercise, or its reasons for refraining from exercising, any such right Upon receipt of any notices and other communications in respect of any Pledged Applicable Ownership Interests in Debentures, including notice of any meeting at which holders of Debentures are entitled to vote or solicitation of consents, waivers or proxies of holders of Debentures, the Collateral Agent shall use reasonable efforts to send promptly to the Purchase Contract Agent such notice or communication, and as soon as reasonably practicable after receipt of a written request therefor from the Purchase Contract Agent, execute and deliver to the Purchase Contract Agent such proxies and other instruments in respect of such Pledged Applicable Ownership Interests in Debentures (in form and substance satisfactory to the Collateral Agent) as are prepared by the Purchase Contract Agent with respect to the Pledged Applicable Ownership Interests in Debentures

## ARTICLE VI.

## RIGHTS AND REMEDIES; SPECIAL EVENT REDEMPTION; MANDATORY REDEMPTION; REMARKETING

**SECTION 6.1 Rights and Remedies of the Collateral Agent**

(a) In addition to the rights and remedies specified in *Section 4 4* hereof or otherwise available at law or in equity, after a default hereunder, the Collateral Agent shall have all of the rights and remedies with respect to the Collateral of a secured party under the Uniform Commercial Code (or any successor thereto) as in effect in the State of New York from time to time (the "**UCC**") (whether or not the UCC is in effect in the jurisdiction where the rights and remedies are asserted) and the TRADES Regulations and such additional rights and remedies to which a secured party is entitled under the laws in effect in any jurisdiction where any rights and remedies hereunder may be asserted Wherever reference is made in this Agreement to any Section of the UCC, such reference shall be deemed to include a reference to any provision of the UCC which is a successor to, or amendment of, such Section Without limiting the generality of the foregoing, such remedies may include, to the extent permitted by applicable law, (i) retention of the Pledged Applicable Ownership Interests in Debentures or other Collateral in full satisfaction of the Holders' obligations under the Purchase Contracts or (ii) sale of the Pledged Applicable Ownership Interests in Debentures or other Collateral in one or more public or private sales and application of the Proceeds in full satisfaction of the Holders' obligations under the Purchase Contracts

(b) Without limiting any rights or powers otherwise granted by this Agreement to the Collateral Agent, in the event the Collateral Agent is unable to make payments to the Company on

account of the Pledged Applicable Ownership Interests in the Treasury Portfolio (as specified in clauses (i) or (ii) of the definition of the term "Applicable Ownership Interest in the Treasury Portfolio") or on account of principal payments of any Pledged Treasury Securities as provided in *Article III* hereof in satisfaction of the obligations of the Holder of the Equity Units of which such Pledged Treasury Securities, or the Pledged Applicable Ownership Interests in the Treasury Portfolio (as specified in clause (i) of the definition of the term "Applicable Ownership Interest in the Treasury Portfolio"), as applicable, is a part under the related Purchase Contracts, the inability to make such payments shall constitute a default under the related Purchase Contracts and the Collateral Agent shall have and may exercise, with reference to such Pledged Treasury Securities, or such Pledged Applicable Ownership Interests in the Treasury Portfolio (as specified in clauses (i) or (ii) of the definition of the term "Applicable Ownership Interest in the Treasury Portfolio"), as applicable, and such obligations of such Holder, any and all of the rights and remedies available to a secured party under the UCC and the TRADES Regulations after default by a debtor, and as otherwise granted herein or under any other law

(c) Without limiting any rights or powers otherwise granted by this Agreement to the Collateral Agent, the Collateral Agent is hereby irrevocably authorized to receive and collect all payments of (i) principal of, or interest on, the Debentures underlying the Pledged Applicable Ownership Interests in Debentures, (ii) the principal amount of the Pledged Treasury Securities, or (iii) the Pledged Applicable Ownership Interests in the Treasury Portfolio, subject, in each case, to the provisions of *Article III* hereof, and as otherwise provided herein

(d) The Purchase Contract Agent individually and as attorney-in-fact for each Holder of Equity Units agrees that, from time to time, upon the written request of the Collateral Agent, the Purchase Contract Agent or such Holder, it shall execute and deliver such further documents and do such other acts and things as the Collateral Agent may reasonably request in order to maintain the Pledge, and the perfection and priority thereof, and to confirm the rights of the Collateral Agent hereunder The Purchase Contract Agent shall have no liability to any Holder for executing any documents or taking any such acts requested by the Collateral Agent hereunder, except for liability for its own negligent act, its own negligent failure to act or its own willful misconduct, as finally determined by a court of competent jurisdiction

**SECTION 6.2 Special Event Redemption; Mandatory Redemption; Remarketing**

(a) Upon the occurrence of a Special Event Redemption or a Mandatory Redemption prior to the Purchase Contract Settlement Date, the Collateral Agent will, upon the written instruction of the Company and the Purchase Contract Agent, deliver the Debentures underlying the Pledged Applicable Ownership Interests in Debentures to the Indenture Trustee for payment of the Redemption Price The Collateral Agent shall, or in the event the Debentures underlying the Pledged Applicable Ownership Interests in Debentures are registered in the name of the Purchase Contract Agent, the Purchase Contract Agent shall, direct the Indenture Trustee to pay the Redemption Price therefor payable on the Special Event Redemption Date or the Mandatory Redemption Date, as the case may be, on or prior to 12 30 p m , New York City time, by check or wire transfer in immediately available funds at such place and to such account as may be designated by the Collateral Agent In the event the Collateral Agent receives such Redemption Price, subject to the provisions of

*Section 4 3* hereof, the Collateral Agent will, at the written direction of the Company, apply an amount equal to the Redemption Amount of such Redemption Price to purchase from the Quotation Agent the Treasury Portfolio and promptly remit the remaining portion of such Redemption Price to the Purchase Contract Agent for payment to the Holders of Corporate Units The Collateral Agent shall Transfer the Treasury Portfolio to the Collateral Account to secure the obligation of all Holders of Corporate Units to purchase Common Stock of the Company under the Purchase Contracts constituting a part of such Corporate Units, in substitution for the Debentures underlying the Pledged Applicable Ownership Interests in Debentures Thereafter the Collateral Agent shall have such security interests, rights and obligations with respect to the Treasury Portfolio as it had in respect of the Debentures underlying the Pledged Applicable Ownership Interests in Debentures, as provided in *Article II*, *Article III*, *Article IV*, *Article V* and *Article VI* hereof, and any reference herein to the Debentures underlying the Pledged Applicable Ownership Interests in Debentures shall be deemed to be a reference to the Treasury Portfolio

(b) Upon a Successful Remarketing during the Period for Early Remarketing, the proceeds of such Remarketing with respect to the Pledged Applicable Ownership Interests in Debentures (after deducting the Remarketing Fee, if any) shall be delivered to the Collateral Agent in exchange for the Debentures underlying the Pledged Applicable Ownership Interests in Debentures Pursuant to the terms of this Agreement, the Collateral Agent will apply an amount equal to the Treasury Portfolio Purchase Price to purchase on behalf of the Holders of Corporate Units the Treasury Portfolio and promptly remit the remaining portion, if any, of such proceeds to the Purchase Contract Agent for payment to the Holders of such Corporate Units The Treasury Portfolio will be substituted for the Debentures underlying the Pledged Applicable Ownership Interests in Debentures, and will be held by the Collateral Agent in accordance with the terms of this Agreement to secure the obligation of each Holder of a Corporate Unit to purchase the Common Stock on the Purchase Contract Settlement Date under the Purchase Contract constituting a part of such Corporate Unit Following a Successful Remarketing during the Period for Early Remarketing, the Holders of Corporate Units and the Collateral Agent shall have such security interests, rights and obligations with respect to the Treasury Portfolio as the Holders of Corporate Units and the Collateral Agent had in respect of the Debentures underlying the Pledged Applicable Ownership Interests in Debentures subject to the Pledge thereof as provided in *Article II*, *Article III*, *Article IV*, *Article V* and *Article VI* hereof, and any reference herein to the Debentures underlying the Pledged Applicable Ownership Interests in Debentures shall be deemed to be reference to the Treasury Portfolio

**SECTION 6.3 Remarketing During the Period for Early Remarketing**

The Collateral Agent shall, by 10 00 a m , New York City time, on the Business Day immediately preceding the first Remarketing Date of the applicable Three-Day Remarketing Period selected by NEE Capital pursuant to the Officer's Certificate, without any instruction from any Holder of Corporate Units, present the Debentures underlying the Pledged Applicable Ownership Interests in Debentures to the Remarketing Agents for remarketing Upon receiving such Debentures, the Remarketing Agents, pursuant to the terms of the Remarketing Agreement, will use their commercially reasonable efforts to remarket such Debentures, during the Three-Day Remarketing Period, at a price not less than 100% of the Treasury Portfolio Purchase Price plus the

Remarketing Fee If a Remarketing on the first Remarketing Date during the applicable Three-Day Remarketing Period is not successful, the Remarketing Agents shall, in accordance with the Remarketing Agreement, remarket the Debentures on each of the next two succeeding Remarketing Dates during such Three-Day Remarketing Period until a Successful Remarketing occurs The Remarketing Agents may deduct the Remarketing Fee from any amount of Proceeds from such Remarketing in excess of sum of the Remarketing Treasury Portfolio Purchase Price plus the Separate Debentures Purchase Price After deducting the Remarketing Fee, if any, the Remarketing Agents will remit the entire amount of the Proceeds of such remarketing to the Collateral Agent on or prior to 12 00 p m , New York City time, on the Reset Effective Date In the event the Collateral Agent receives such Proceeds with respect to the Pledged Applicable Ownership Interests in Debentures, the Collateral Agent will, at the written direction of the Company, apply an amount equal to the Treasury Portfolio Purchase Price to purchase from the Quotation Agent the Treasury Portfolio and remit the remaining portion of such Proceeds, if any, to the Purchase Contract Agent for payment to the Holders of Corporate Units The Collateral Agent shall Transfer the Treasury Portfolio to the Collateral Account to secure the obligation of all Holders of Corporate Units to purchase Common Stock of the Company under the Purchase Contracts constituting a part of such Corporate Units, in substitution for the Debentures underlying the Pledged Applicable Ownership Interests in Debentures Thereafter the Collateral Agent shall have such security interests, rights and obligations with respect to the Treasury Portfolio as it had in respect of the Debentures underlying the Pledged Applicable Ownership Interests in Debentures as provided in *Article II*, *Article III*, *Article IV*, *Article V* and *Article VI* hereof, and any reference herein to the Debentures underlying the Pledged Applicable Ownership Interests in Debentures shall be deemed to be a reference to such Treasury Portfolio, and any reference herein to interest on the Debentures underlying the Pledged Applicable Ownership Interests in Debentures shall be deemed to be a reference to distributions on such Treasury Portfolio

**SECTION 6.4 Substitutions**

Whenever a Holder has the right to substitute Treasury Securities, Debentures or the Applicable Ownership Interest in the Treasury Portfolio, as the case may be, for Collateral held by the Collateral Agent, such substitution shall not constitute a novation of the security interest created hereby

## ARTICLE VII.

## REPRESENTATIONS AND WARRANTIES; COVENANTS

**SECTION 7.1 Representations and Warranties**

The Holders from time to time, acting through the Purchase Contract Agent as their attorney-in-fact (it being understood that the Purchase Contract Agent shall not be liable for any representation or warranty made by or on behalf of a Holder), hereby represent and warrant to the Collateral Agent, which representations and warranties shall be deemed repeated on each day a Holder Transfers Collateral that

(a) such Holder has the power to grant a security interest in and lien on the Collateral,

(b) such Holder is the sole beneficial owner of the Collateral and, in the case of Collateral delivered in physical form, is the sole holder of such Collateral and is the sole beneficial owner of, or has the right to Transfer, the Collateral it Transfers to the Collateral Agent, free and clear of any security interest, lien, encumbrance, call, liability to pay money or other restriction other than the security interest and lien granted under *Article II* hereof,

(c) upon the Transfer of the Collateral to the Collateral Account or physical delivery of the Debentures to the Collateral Agent, the Collateral Agent, for the benefit of the Company, will have a valid and perfected first priority security interest therein (assuming that any central clearing operation or any Securities Intermediary or other entity not within the control of the Holder involved in the Transfer of the Collateral, including the Collateral Agent, gives the notices and takes the action required of it hereunder and under applicable law for perfection of that interest and assuming the establishment and exercise of control pursuant to *Section 2.2* hereof), and

(d) the execution and performance by the Holder of its obligations under this Agreement will not result in the creation of any security interest, lien or other encumbrance on the Collateral other than the security interest and lien granted under *Article II* hereof or violate any provision of any existing law or regulation applicable to it or of any mortgage, charge, pledge, indenture, contract or undertaking to which it is a party or which is binding on it or any of its assets

**SECTION 7.2 Covenants**

The Holders from time to time, acting through the Purchase Contract Agent as their attorney-in-fact (it being understood that the Purchase Contract Agent shall not be liable for any covenant made by or on behalf of a Holder), hereby covenant to the Collateral Agent that for so long as the Collateral remains subject to the Pledge

(a) neither the Purchase Contract Agent nor such Holders will create or purport to create or allow to subsist any mortgage, charge, lien, pledge or any other security interest whatsoever over the Collateral or any part of it other than pursuant to this Agreement, and

(b) neither the Purchase Contract Agent nor such Holders will sell or otherwise dispose (or attempt to dispose) of the Collateral or any part of it except for the beneficial interest therein, subject to the Pledge hereunder, transferred in connection with the Transfer of the Equity Units

**ARTICLE VIII.**

**THE COLLATERAL AGENT**

It is hereby agreed as follows

**SECTION 8.1 Appointment, Powers and Immunities**

The Collateral Agent shall act as agent for the Company hereunder with such powers as are specifically vested in the Collateral Agent by the terms of this Agreement, together with such other powers as are reasonably incidental thereto Each of the Collateral Agent, the Custodial Agent and the Securities Intermediary (a) shall have no duties or responsibilities except those expressly set

forth or incorporated by reference in this Agreement and no implied covenants or obligations shall be inferred from this Agreement against any of them, nor shall any of them be bound by the provisions of any agreement by any party hereto beyond the specific or incorporated terms hereof, (b) shall not be responsible for any recitals contained in this Agreement, or in any certificate or other document referred to or provided for in, or received by it under, this Agreement, the Equity Units or the Purchase Contract Agreement (except as specifically incorporated by reference herein), or for the value, validity, effectiveness, genuineness, enforceability or sufficiency of this Agreement (other than as against the Collateral Agent, the Custodial Agent or the Securities Intermediary), the Equity Units or the Purchase Contract Agreement or any other document referred to or provided for herein (except as specifically incorporated by reference herein) or therein or for any failure by the Company or any other Person (except the Collateral Agent, the Custodial Agent or the Securities Intermediary, as the case may be) to perform any of its obligations hereunder or thereunder or for the perfection, priority or, except as expressly required hereby, maintenance of any security interest created hereunder, (c) shall not be required to initiate or conduct any litigation or collection proceedings hereunder (except in the case of the Collateral Agent, pursuant to directions furnished under *Section 8.2* hereof, subject to *Section 8.6* hereof), (d) shall not be responsible for any action taken or omitted to be taken by it hereunder or under any other document or instrument referred to or provided for herein or in connection herewith or therewith, except for its own negligence or willful misconduct, and (e) shall not be required to advise any party as to selling or retaining, or taking or refraining from taking any action with respect to, the Equity Units or other property deposited hereunder in accordance with the terms hereof Subject to the foregoing, during the term of this Agreement, the Collateral Agent shall take all reasonable action in connection with the safekeeping and preservation of the Collateral hereunder

No provision of this Agreement shall require the Collateral Agent, the Custodial Agent or the Securities Intermediary to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder In no event shall the Collateral Agent, the Custodial Agent or the Securities Intermediary be liable for any amount in excess of the Value of the Collateral Notwithstanding the foregoing, the Collateral Agent, the Custodial Agent and Securities Intermediary, each in its individual capacity, hereby waive any right of setoff, banker's lien, liens or perfection rights as Securities Intermediary or any counterclaim with respect to any of the Collateral

**SECTION 8.2 Instructions of the Company**

The Company shall have the right, by one or more instruments in writing executed and delivered to the Collateral Agent, the Custodial Agent or the Securities Intermediary, as the case may be, to direct the time, method and place of conducting any proceeding for the realization of any right or remedy available to the Collateral Agent, or of exercising any power conferred on the Collateral Agent, the Custodial Agent or the Securities Intermediary, as the case may be, or to direct the taking or refraining from taking of any action authorized by this Agreement, *provided, however*, that (i) such direction shall not conflict with the provisions of any law or of this Agreement and (ii) the Collateral Agent, the Custodial Agent and the Securities Intermediary shall be adequately indemnified as provided herein Nothing in this *Section 8.2* shall impair the right of the Collateral Agent in its discretion to take any action or omit to take any action which it deems proper and which

is not inconsistent with such direction The Company shall promptly confirm in writing any oral instructions furnished to the Collateral Agent by the Company

**SECTION 8.3 Reliance**

Each of the Securities Intermediary, the Custodial Agent and the Collateral Agent shall be entitled conclusively to rely upon any certification, order, judgment, opinion, notice or other communication (including, without limitation, any thereof by telephone, telecopy, facsimile or electronic mail) believed by it to be genuine and correct and to have been signed or sent by or on behalf of the proper Person or Persons (without being required to determine the correctness of any fact stated therein), and upon advice and statements of legal counsel and other experts selected by the Collateral Agent, the Custodial Agent or the Securities Intermediary, as the case may be As to any matters not expressly provided for by this Agreement, the Collateral Agent, the Custodial Agent and the Securities Intermediary shall in all cases be fully protected in acting, or in refraining from acting, hereunder in accordance with instructions given by the Company in accordance with this Agreement

**SECTION 8.4 Rights in Other Capacities**

The Collateral Agent, the Custodial Agent and the Securities Intermediary and their affiliates may (without having to account therefor to the Company) accept deposits from, lend money to, make their investments in and generally engage in any kind of banking, trust or other business with the Purchase Contract Agent and any Holder of Equity Units (and any of their respective subsidiaries or affiliates) as if it were not acting as the Collateral Agent, the Custodial Agent or the Securities Intermediary, as the case may be, and the Collateral Agent, the Custodial Agent and the Securities Intermediary and their affiliates may accept fees and other consideration from the Purchase Contract Agent and any Holder of Equity Units without having to account for the same to the Company, *provided*, that each of the Securities Intermediary, the Custodial Agent and the Collateral Agent covenants and agrees with the Company that it shall not accept, receive or permit there to be created in favor of itself and shall take no affirmative action to permit there to be created in favor of any other Person, any security interest, lien or other encumbrance of any kind in or upon the Collateral

**SECTION 8.5 Non-Reliance**

None of the Securities Intermediary, the Custodial Agent or the Collateral Agent shall be required to keep itself informed as to the performance or observance by the Purchase Contract Agent or any Holder of Equity Units of this Agreement, the Purchase Contract Agreement, the Equity Units or any other document referred to or provided for herein or therein or to inspect the properties or books of the Purchase Contract Agent or any Holder of Equity Units The Collateral Agent, the Custodial Agent and the Securities Intermediary shall not have any duty or responsibility to provide the Company with any credit or other information concerning the affairs, financial condition or business of the Purchase Contract Agent or any Holder of Equity Units (or any of their respective affiliates) that may come into the possession of the Collateral Agent, the Custodial Agent or the Securities Intermediary or any of their respective affiliates

**SECTION 8.6 Compensation and Indemnity**

The Company agrees

(a) to pay each of the Collateral Agent, the Custodial Agent and the Securities Intermediary from time to time such compensation as shall be agreed in writing (from time to time) between the Company and the Collateral Agent, the Custodial Agent or the Securities Intermediary, as the case may be, for all services rendered by each of them hereunder, and

(b) to indemnify the Collateral Agent, the Custodial Agent and the Securities Intermediary and each of their respective directors, officers, agents and employees for, and to hold each of them harmless from and against, any loss, all claims (whether asserted by the Company, a Holder or any other Person) and liabilities and reasonable out-of-pocket expense incurred without negligence, willful misconduct or bad faith on its part, arising out of or in connection with the acceptance or administration of its powers and duties under this Agreement, including the reasonable out-of-pocket costs and expenses (including reasonable fees and expenses of counsel) of defending itself against any claim or liability in connection with the exercise or performance of such powers and duties

The Collateral Agent, the Custodial Agent and the Securities Intermediary shall each promptly notify the Company of any third party claim which may give rise to indemnity hereunder and give the Company the opportunity to participate in the defense of such claim with counsel reasonably satisfactory to the indemnified party, and no such claim shall be settled without the written consent of the Company, which consent shall not be unreasonably withheld

Without prejudice to its rights hereunder, when any of the Collateral Agent, Custodial Agent or Securities Intermediary incurs expenses after a Termination Event occurs, or renders services after a Termination Event occurs, such expenses and compensation are intended to constitute expenses of administration under the Bankruptcy Code or any applicable state bankruptcy, insolvency or other similar law

**SECTION 8 7 Failure to Act**

In the event of any ambiguity in the provisions of this Agreement or any dispute between or conflicting claims by or among the parties hereto or any other Person with respect to any funds or property deposited hereunder, the Collateral Agent and the Custodial Agent shall be entitled, after prompt notice to the Company and the Purchase Contract Agent, at its sole option, to refuse to comply with any and all claims, demands or instructions with respect to such property or funds so long as such dispute or conflict shall continue, and neither the Collateral Agent nor the Custodial Agent shall be or become liable in any way to any of the parties hereto for its failure or refusal to comply with such conflicting claims, demands or instructions The Collateral Agent and the Custodial Agent shall be entitled to refuse to act until either (i) such conflicting or adverse claims or demands shall have been finally determined by a court of competent jurisdiction or settled by agreement between the conflicting parties as evidenced in a writing, satisfactory to the Collateral Agent or the Custodial Agent, as the case may be, or (ii) the Collateral Agent or the Custodial Agent, as the case may be, shall have received security or an indemnity satisfactory to the Collateral Agent or the Custodial Agent, as the case may be, sufficient to save the Collateral Agent or the Custodial Agent, as the case may be, harmless from and against any and all loss, liability or reasonable

out-of-pocket expense which the Collateral Agent or the Custodial Agent, as the case may be, may without negligence, willful misconduct, or bad faith on its part incur by reason of its acting The Collateral Agent or the Custodial Agent may in addition elect to commence an interpleader action or seek other judicial relief or orders as the Collateral Agent or the Custodial Agent, as the case may be, may deem necessary Notwithstanding anything contained herein to the contrary, neither the Collateral Agent nor the Custodial Agent shall be required to take any action that is in its opinion contrary to law or to the terms of this Agreement, or which would in its opinion subject it or any of its officers, employees or directors to liability

**SECTION 8.8 Resignation of Collateral Agent or Custodial Agent**

Subject to the appointment and acceptance of a successor Collateral Agent or Custodial Agent as provided below, (a) the Collateral Agent and the Custodial Agent may resign at any time by giving notice thereof to the Company and the Purchase Contract Agent as attorney-in-fact for the Holders of Equity Units, (b) the Collateral Agent and the Custodial Agent may be removed at any time by the Company and (c) if the Collateral Agent or the Custodial Agent fails to perform any of its material obligations hereunder in any material respect for a period of not less than 20 days after receiving written notice of such failure by the Purchase Contract Agent and such failure shall be continuing, the Collateral Agent or the Custodial Agent may be removed by the Purchase Contract Agent The Purchase Contract Agent shall promptly notify the Company of any removal of the Collateral Agent pursuant to *clause (c)* of the immediately preceding sentence Upon any such resignation or removal, the Company shall have the right to appoint a successor Collateral Agent or Custodial Agent, as the case may be If no successor Collateral Agent or Custodial Agent, as the case may be, shall have been so appointed and shall have accepted such appointment within 30 days after the retiring Collateral Agent's or Custodial Agent's giving of notice of resignation or such removal, then the retiring Collateral Agent or Custodial Agent at the expense of the Company (other than in connection with a removal for cause pursuant to either clause (b) or (c) of the first sentence of this *Section 8.8*), as the case may be, may petition any court of competent jurisdiction for the appointment of a successor Collateral Agent or Custodial Agent, as the case may be Each of the Collateral Agent and the Custodial Agent shall be a bank which has an office in New York, New York with a combined capital and surplus of at least $50,000,000 Upon the acceptance of any appointment as Collateral Agent or Custodial Agent, as the case may be, hereunder by a successor Collateral Agent or Custodial Agent, as the case may be, such successor shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring Collateral Agent or Custodial Agent, as the case may be, and the retiring Collateral Agent or Custodial Agent, as the case may be, shall take all appropriate action to transfer any money and property held by it hereunder (including the Collateral) to such successor The retiring Collateral Agent or Custodial Agent shall, upon such succession, be discharged from its duties and obligations as Collateral Agent or Custodial Agent hereunder After any retiring Collateral Agent's or Custodial Agent's resignation hereunder as Collateral Agent or Custodial Agent, the provisions of this *Article VIII* shall continue in effect for its benefit in respect of any actions taken or omitted to be taken by it while it was acting as the Collateral Agent or Custodial Agent Any resignation or removal of the Collateral Agent hereunder shall be deemed for all purposes of this Agreement as the simultaneous resignation or removal of the Custodial Agent and the Securities Intermediary

**SECTION 8.9 Right to Appoint Agent or Advisor**

The Collateral Agent shall have the right to appoint agents or advisors in connection with any of its duties hereunder, and the Collateral Agent shall not be liable for any action taken or omitted by, or in reliance upon the advice of, such agents or advisors selected in good faith The appointment of agents or advisors pursuant to this *Section 8 9* shall be subject to prior consent of the Company, which consent shall not be unreasonably withheld

**SECTION 8.10 Survival**

The provisions of this *Article VIII* and *Section 10 7* hereof shall survive termination of this Agreement and the resignation or removal of the Collateral Agent, the Custodial Agent or the Securities Intermediary

**SECTION 8.11 Exculpation**

Anything in this Agreement to the contrary notwithstanding, in no event shall any of the Collateral Agent, the Custodial Agent or the Securities Intermediary or their officers, employees or agents be liable under this Agreement to any party for indirect, special, punitive, or consequential loss or damage of any kind whatsoever, including lost profits, whether or not the likelihood of such loss or damage was known to the Collateral Agent, the Custodial Agent or the Securities Intermediary, or any of them, incurred without any act or deed that is found to be attributable to gross negligence or willful misconduct on the part of the Collateral Agent, the Custodial Agent or the Securities Intermediary

## ARTICLE IX.

## AMENDMENT

**SECTION 9.1 Amendment Without Consent of Holders**

Without the consent of any Holders, the Company, the Collateral Agent, the Custodial Agent, the Securities Intermediary and the Purchase Contract Agent, at any time and from time to time, may amend this Agreement, in form satisfactory to the Company, the Collateral Agent, the Custodial Agent, the Securities Intermediary and the Purchase Contract Agent, for any of the following purposes

(a) to evidence the succession of another Person to the Company, and the assumption by any such successor of the covenants of the Company,

(b) to add to the covenants of the Company for the benefit of the Holders or to surrender any right or power herein conferred upon the Company so long as such covenants or such surrender do not adversely affect the validity, perfection or priority of the security interests granted or created hereunder,

(c) to evidence and provide for the acceptance of appointment hereunder by a successor Collateral Agent, Custodial Agent, Securities Intermediary or Purchase Contract Agent, or

(d) to cure any ambiguity, to correct or supplement any provisions herein which may be inconsistent with any other provisions herein, or to make any other provisions with respect to such matters or questions arising under this Agreement, provided such action shall not adversely affect the interests of the Holders in any material respect, *provided, further*, that any amendment made solely to conform the provisions of this Agreement to the description of the Equity Units, the Purchase Contracts and the other components of the Equity Units contained in the prospectus supplement, dated September 16, 2020, relating to the Equity Units will not be deemed to adversely affect the interests of the Holders

**SECTION 9.2 Amendment With Consent of Holders**

With the consent of the Holders of not less than a majority of the outstanding Purchase Contracts voting together as one class, by Act of said Holders delivered to the Company, the Purchase Contract Agent or the Collateral Agent, as the case may be, the Company, the Purchase Contract Agent, the Collateral Agent, the Custodial Agent and the Securities Intermediary may amend this Agreement for the purpose of modifying in any manner the provisions of this Agreement or the rights of the Holders in respect of the Equity Units, *provided, however*, that no such supplemental agreement shall, without the consent of the Holder of each Outstanding Equity Unit adversely affected thereby,

(a) change the amount or the type of Collateral required to be Pledged to secure a Holder's Obligations under the Purchase Contracts (except for the rights of Holders of Corporate Units to substitute the Treasury Securities for the Pledged Applicable Ownership Interests in Debentures or the Applicable Ownership Interest in the Treasury Portfolio or the rights of Holders of Treasury Units to substitute Debentures or the Applicable Ownership Interest in the Treasury Portfolio for the Pledged Treasury Securities),

(b) unless such change is not adverse to the Holders, impair the right of the Holder of any Equity Unit to receive distributions on the related Collateral or otherwise adversely affect the Holder's rights in or to such Collateral,

(c) otherwise effect any action that would require the consent of the Holder of each Outstanding Equity Unit affected thereby pursuant to the Purchase Contract Agreement if such action were effected by an agreement supplemental thereto, or

(d) reduce the percentage of the outstanding Purchase Contracts the consent of whose Holders is required for any such amendment,

*provided*, that if any such supplemental amendment referred to above would adversely affect only the Corporate Units or the Treasury Units, then only Holders of the affected class of Equity Units as of the record date for the Holders entitled to vote thereon will be entitled to vote on or consent to such amendment or proposal, and such amendment or proposal shall not be effective except with the consent of Holders of not less than a majority of such class

It shall not be necessary for any Act of Holders under this *Section 9.2* to approve the particular form of any proposed amendment, but it shall be sufficient if such Act shall approve the substance thereof

**SECTION 9.3 Execution of Amendments**

In executing any amendment permitted by this *Article IX*, the Collateral Agent, the Custodial Agent, the Securities Intermediary and the Purchase Contract Agent shall be entitled to receive and (subject to *Section 6.1* hereof, with respect to the Collateral Agent, and Section 7.1 of the Purchase Contract Agreement, with respect to the Purchase Contract Agent) shall be fully protected in relying upon, an Opinion of Counsel stating that the execution of such amendment is authorized or permitted by this Agreement and that all conditions precedent, if any, to the execution and delivery of such amendment have been satisfied

**SECTION 9.4 Effect of Amendments**

Upon the execution of any amendment under this *Article IX*, this Agreement shall be modified in accordance therewith, and such amendment shall form a part of this Agreement for all purposes, and every Holder of Equity Units theretofore or thereafter authenticated, executed on behalf of the Holders and delivered under the Purchase Contract Agreement shall be bound thereby

**SECTION 9.5 Reference to Amendments**

Certificates authenticated, executed on behalf of the Holders and delivered after the execution of any amendment pursuant to this *Article IX* may, and shall if required by the Collateral Agent or the Purchase Contract Agent, bear a notation in form approved by the Purchase Contract Agent and the Collateral Agent as to any matter provided for in such amendment If the Company shall so determine, Certificates so modified as to conform, in the opinion of the Collateral Agent, the Purchase Contract Agent and the Company, to any such amendment may be prepared and executed by the Company and authenticated, executed on behalf of the Holders and delivered by the Purchase Contract Agent in accordance with the Purchase Contract Agreement in exchange for outstanding Certificates

## ARTICLE X.

## MISCELLANEOUS

**SECTION 10.1 No Waiver**

No failure on the part of the Collateral Agent or any of its agents to exercise, and no course of dealing with respect to, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by the Collateral Agent or any of its agents of any right, power or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right, power or remedy The remedies herein are cumulative and are not exclusive of any remedies provided by law

**SECTION 10.2 Governing Law; Waiver of Jury Trial**

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREUNDER, EXCEPT TO THE EXTENT THAT THE LAWS OF ANY OTHER JURISDICTION SHALL BE MANDATORILY APPLICABLE Without limiting the foregoing, the above choice of law is expressly agreed to by the Company, the Securities Intermediary, the Custodial Agent, the Collateral Agent and the Holders from time to time acting through the Purchase Contract Agent, as their attorney-in-fact, in connection with the establishment and maintenance of the Collateral Account The Company, the Collateral Agent and the Holders from time to time of the Equity Units, acting through the Purchase Contract Agent as their attorney-in-fact, hereby submit to the nonexclusive jurisdiction of the United States District Court for the Southern District of New York and of any New York state court sitting in New York City for the purposes of all legal proceedings arising out of or relating to this Agreement or the transactions contemplated hereby The Company, the Collateral Agent and the Holders from time to time of the Equity Units, acting through the Purchase Contract Agent as their attorney-in-fact, irrevocably waive, to the fullest extent permitted by applicable law, any objection which they may now or hereafter have to the laying of the venue of any such proceeding brought in such a court and any claim that any such proceeding brought in such a court has been brought in an inconvenient forum

EACH OF THE COMPANY, THE COLLATERAL AGENT, THE PURCHASE CONTRACT AGENT AND THE HOLDERS FROM TIME TO TIME OF THE EQUITY UNITS, ACTING THROUGH THE PURCHASE CONTRACT AGENT AS THEIR ATTORNEY-IN-FACT, HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE EQUITY UNITS OR THE TRANSACTIONS CONTEMPLATED HEREBY

**SECTION 10.3 Notices**

All notices, requests, consents and other communications provided for herein (including, without limitation, any modifications of, or waivers or consents under, this Agreement) shall be given or made in writing (including, without limitation, by facsimile or electronic mail) delivered to the intended recipient at the "Address for Notices" specified below its name on the signature pages hereof (or in the case of Holders, may be made and deemed given as provided in Sections 1 5 and 1 6 of the Purchase Contract Agreement) or, as to any party, at such other address as shall be designated by such party in a notice to the other parties Except as otherwise provided in this Agreement, all such communications shall be deemed to have been duly given or made when transmitted by facsimile or electronic means or personally delivered or, in the case of a mailed notice, upon receipt, in each case given or addressed as aforesaid (except as aforesaid)

**SECTION 10.4 Successors and Assigns**

This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the Company, the Collateral Agent, the Custodial Agent, the Securities Intermediary and the Purchase Contract Agent, and the Holders from time to time of the Equity Units, by their acceptance of the same, shall be deemed to have agreed to be bound by the provisions hereof and

to have ratified the agreements of, and the grant of the Pledge hereunder by, the Purchase Contract Agent

**SECTION 10.5 Counterparts**

This Agreement may be executed in any number of counterparts by the parties hereto on separate counterparts, each of which, when so executed and delivered, shall be deemed an original, but all such counterparts shall together constitute one and the same instrument

**SECTION 10.6 Separability**

If any provision hereof is invalid and unenforceable in any jurisdiction, then, to the fullest extent permitted by law, (a) the other provisions hereof shall remain in full force and effect in such jurisdiction and shall be liberally construed in order to carry out the intentions of the parties hereto as nearly as may be possible and (b) the invalidity or unenforceability of any provision hereof in any jurisdiction shall not affect the validity or enforceability of such provision in any other jurisdiction

**SECTION 10.7 Expenses, etc.**

The Company agrees to reimburse the Collateral Agent, the Custodial Agent and the Securities Intermediary for (a) all reasonable out-of-pocket costs and expenses of the Collateral Agent, the Custodial Agent and Securities Intermediary (including, without limitation, the reasonable fees and expenses of the necessary services of a Securities Intermediary and of counsel to the Collateral Agent and the Custodial Agent), in connection with (i) the negotiation, preparation, execution and delivery or performance of this Agreement and (ii) any modification, supplement or waiver of any of the terms of this Agreement, (b) all reasonable costs and expenses of the Collateral Agent (including, without limitation, reasonable fees and expenses of counsel) in connection with (i) any enforcement or proceedings resulting or incurred in connection with causing any Holder of Equity Units to satisfy its obligations under the Purchase Contracts forming a part of the Equity Units and (ii) the enforcement of this *Section 10.7*, and (c) all transfer, stamp, documentary or other similar taxes, assessments or charges levied by any governmental or revenue authority in respect of this Agreement or any other document referred to herein and all costs, expenses, taxes, assessments and other charges incurred in connection with any filing, registration, recording or perfection of any security interest contemplated hereby

**SECTION 10.8 Security Interest Absolute**

All rights of the Collateral Agent and security interests hereunder, and all obligations of the Holders from time to time hereunder, shall be absolute and unconditional irrespective of

(a) any lack of validity or enforceability of any provision of the Purchase Contracts or the Equity Units or any other agreement or instrument relating thereto,

(b) any change in the time, manner or place of payment of, or any other term of, or any increase in the amount of, all or any of the obligations of Holders of Equity Units under the related

Purchase Contracts, or any other amendment or waiver of any term of, or any consent to any departure from any requirement of, the Purchase Contract Agreement or any Purchase Contract or any other agreement or instrument relating thereto, or

(c) any other circumstance which might otherwise constitute a defense available to, or discharge of, a borrower, a guarantor or a pledgor

**SECTION 10.9 USA Patriot Act**

In order to comply with the laws, rules, regulations and executive orders in effect from time to time applicable to banking institutions, including, without limitation, those relating to the funding of terrorist activities and money laundering, including Section 326 of the USA PATRIOT Act of the United States ("Applicable Law"), the Collateral Agent, Custodial Agent and Securities Intermediary are required to obtain, verify, record and update certain information relating to individuals and entities which maintain a business relationship with the Collateral Agent, Custodial Agent and Securities Intermediary Accordingly, each of the parties hereto agree to provide to the Collateral Agent, Custodial Agent and Securities Intermediary, upon their written request from time to time, such identifying information and documentation as may be available to such party in order to enable the Collateral Agent, Custodial Agent and Securities Intermediary to comply with Applicable Law

**SECTION 10.10 Force Majeure**

The Collateral Agent, the Custodial Agent and the Securities Intermediary shall not incur any liability for not performing any act or fulfilling any duty, obligation or responsibility hereunder by reason of any occurrence beyond the reasonable control of the Collateral Agent, the Custodial Agent and the Securities Intermediary (including but not limited to any act or provision of any present or future law or regulation or governmental authority, any act of God or war, civil unrest, local or national disturbance or disaster, any act of terrorism, or the unavailability of the Federal Reserve Bank wire or facsimile or other wire or communication facility)

**SECTION 10.11 Provisions Incorporated by Reference to the Purchase Contract Agreement**

The rights, benefits, protections, immunities and indemnities that are applicable to the Purchase Contract Agent under Article VII of the Purchase Contract Agreement are, to the extent there are no provisions herein that address such rights, benefits, protections, immunities and indemnities, hereby incorporated for the benefit of the Purchase Contract Agent under this Pledge Agreement

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written

NEXTERA ENERGY, INC

By **ALDO PORTALES**
Name Aldo Portales
Title Assistant Treasurer

Address for Notices

NextEra Energy, Inc
700 Universe Boulevard
Juno Beach, Florida 33408
Attention Treasurer
Telecopy (561) 694-6204

THE BANK OF NEW YORK MELLON,
as Purchase Contract Agent and as
attorney-in-fact for the Holders of Equity Units from time to time

By **RITA DUGGAN**
Name Rita Duggan
Title Vice President

Address for Notices

The Bank of New York Mellon
240 Greenwich Street, Floor 7E
New York, New York 10286
Attention Corporate Trust Administration
Telecopy (904) 645-1921

with copies to Cynthia M Moore

The Bank of New York Mellon Trust Company, N A
4655 Salisbury Road, Suite 300
Jacksonville, Florida 32256
Attention Corporate Trust Administration
Telecopy (904) 645-1921

DEUTSCHE BANK TRUST COMPANY AMERICAS
as Collateral Agent, Custodial
Agent and as Securities Intermediary

By **IRINA GOLOVASHCHUK**
Name Irina Golovashchuk
Title Vice President

By **JEFFREY SCHOENFELD**
Name Jeffrey Schoenfeld
Title Vice President

Address for Notices

Deutsche Bank Trust Company Americas
Trust and Agency Services
60 Wall Street, 24th Floor
MS NYC60-2407
New York, New York 10005
Telecopy (732) 578-4635
Attention Corporates Team/NextEra Equity Units SF3216 1



Signature Page – Pledge Agreement

**EXHIBIT A**

**INSTRUCTION FROM PURCHASE CONTRACT AGENT TO COLLATERAL AGENT**
**(In Connection with the Creation of [Corporate Units][Treasury Units])**

Deutsche Bank Trust Company Americas
Trust and Agency Services
60 Wall Street, 24th Floor
MS NYC60-2407
New York, New York 10005
Attention Corporates Team/NextEra Equity Units SF3216 1

Re Securities of NextEra Energy, Inc (the "**Company**")

We hereby notify you in accordance with Section [4 1] [4 2] of the Pledge Agreement, dated as of September 1, 2020 (the "**Pledge Agreement**"), between the Company, yourselves, as Collateral Agent, Custodial Agent and Securities Intermediary and ourselves, as Purchase Contract Agent and as attorney-in-fact for the Holders of Equity Units from time to time, that the Holder of securities listed below (the "**Holder**") has elected to substitute $____ [principal amount at maturity of Treasury Securities] [of the Applicable Ownership Interests in Debentures] [of the Applicable Ownership Interests in the Treasury Portfolio] in exchange for an equal Value of the [Debentures underlying the Pledged Applicable Ownership Interests in Debentures] [Pledged Applicable Ownership Interests in the Treasury Portfolio] [Pledged Treasury Securities] held by you in accordance with the Pledge Agreement and has delivered to us a notice stating that the Holder has Transferred the [Applicable Ownership Interests in Debentures] [Applicable Ownership Interest in the Treasury Portfolio] [Treasury Securities] to you, as Collateral Agent We hereby instruct you, upon receipt of such [Treasury Securities] [Applicable Ownership Interests in Debentures] [Applicable Ownership Interest in the Treasury Portfolio] so Transferred, to release the [Pledged Applicable Ownership Interests in Debentures] [Pledged Applicable Ownership Interests in the Treasury Portfolio] [Pledged Treasury Securities] related to such [Equity Units] to us in accordance with the Holder's instructions Capitalized terms used herein but not defined shall have the meaning set forth or incorporated by reference in the Pledge Agreement

Date _____

_____

By _____
Name
Title
Signature Guarantee _____

Please print name and address of registered Holder electing to substitute the [Treasury Securities] [Applicable Ownership Interests in Debentures] [Applicable Ownership Interests in the Treasury Portfolio] for the [Pledged Applicable Ownership Interest in Debentures] [Pledged Applicable Ownership Interests in the Treasury Portfolio] [Pledged Treasury Securities]

_____ _____
Name Social Security or other Taxpayer Identification Number, if any

Address

_____
_____
_____

**INSTRUCTION TO PURCHASE CONTRACT AGENT**
**(In Connection with the Creation of [Corporate Units][Treasury Units])**

The Bank of New York Mellon
111 Sanders Creek Parkway
East Syracuse, New York 13057

Attention Corporate Trust-Reorg

Re Securities of NextEra Energy, Inc (the "**Company**")

The undersigned Holder hereby notifies you that it has delivered to Deutsche Bank Trust Company Americas, as Collateral Agent, $____ [principal amount at maturity of Treasury Securities] [of Applicable Ownership Interests in Debentures] [of Applicable Ownership Interests in the Treasury Portfolio] in exchange for an equal Value of [Pledged Applicable Ownership Interests in Debentures] [Pledged Applicable Ownership Interests in the Treasury Portfolio] [Pledged Treasury Securities] held by the Collateral Agent, in accordance with Section [4 1] [4 2] of the Pledge Agreement, dated as of September 1, 2020 (the "**Pledge Agreement**"), between you, the Company and the Collateral Agent The undersigned Holder hereby instructs you to instruct the Collateral Agent to release to you on behalf of the undersigned Holder the [Pledged Applicable Ownership Interests in Debentures] [Pledged Applicable Ownership Interests in the Treasury Portfolio] [Pledged Treasury Securities] related to such [Corporate Units] [Treasury Units] Capitalized terms used herein but not defined shall have the meaning set forth or incorporated by reference in the Pledge Agreement

Dated _____ _____
Signature

Signature Guarantee _____

Signatures must be guaranteed by an "eligible guarantor institution" meeting the requirements of the Security Registrar, which requirements include membership or participation in the Security Transfer Agent Medallion Program ("**STAMP**") or such other "signature guarantee program" as may be determined by the Security Registrar in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934, as amended

Please print name and address of registered Holder

_____ _____
Name Social Security or other Taxpayer Identification Number, if any

Address

_____
_____
_____

EXHIBIT C

INSTRUCTION TO CUSTODIAL AGENT REGARDING REMARKETING

Deutsche Bank Trust Company Americas
Trust and Agency Services
60 Wall Street, 24th Floor
MS NYC60-2407
New York, New York 10005
Attention Corporates Team/NextEra Equity Units SF3216 1

Re Securities of NextEra Energy Capital Holdings, Inc (the "**Company**")

The undersigned hereby notifies you in accordance with Section 4 6(c) of the Pledge Agreement, dated as of September 1, 2020 (the "**Pledge Agreement**"), between NextEra Energy, Inc , yourselves, as Collateral Agent, Custodial Agent and Securities Intermediary, and The Bank of New York Mellon, as Purchase Contract Agent and as attorney-in-fact for the Holders of Corporate Units and Treasury Units from time to time, that the undersigned elects to deliver $_____ principal amount of Debentures for delivery to the Remarketing Agents on or prior to 5 00 p m , New York City time, on the second Business Day immediately preceding the first of the three sequential Remarketing Dates of the applicable Three-Day Remarketing Period for Remarketing pursuant to Section 4 6(c) of the Pledge Agreement The undersigned will, upon request of the Remarketing Agents, execute and deliver any additional documents deemed by the Remarketing Agents or by the Company to be necessary or desirable to complete the sale, assignment and transfer of the Debentures tendered hereby

The undersigned hereby instructs you, upon receipt of the proceeds of such remarketing, if successful, from the Remarketing Agents to deliver such proceeds to the undersigned in accordance with the instructions indicated herein under "**A. Payment Instructions** " The undersigned hereby instructs you, in the event of Failed Remarketing, upon receipt of the Debentures tendered herewith from the Remarketing Agents, to deliver such Debentures to the person(s) and the address(es) indicated herein under "**B. Delivery Instructions** "

With this notice, the undersigned hereby (i) represents and warrants that the undersigned has full power and authority to tender, sell, assign and transfer the Debentures tendered hereby and that the undersigned is the record owner of any Debentures tendered herewith in physical form or a participant in The Depository Trust Company ("**DTC**") and the beneficial owner of any Debentures tendered herewith by book-entry transfer to your account at DTC and (ii) agrees to be bound by the terms and conditions of Section 4 6(c) of the Pledge Agreement Capitalized terms used herein but not defined shall have the meaning set forth or incorporated by reference in the Pledge Agreement

Date _____

_____

By _____
Name
Title
Signature Guarantee _____

Signatures must be guaranteed by an "eligible guarantor institution" meeting the requirements of the Security Registrar, which requirements include membership or participation in the Security Transfer Agent Medallion Program ("**STAMP**") or such other "signature guarantee program" as may be determined by the Security Registrar in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934, as amended

Please print name and address

_____ _____

Name Social Security or other Taxpayer Identification Number, if any

Address

_____

_____

_____

A PAYMENT INSTRUCTIONS

Proceeds of the remarketing should be paid by check in the name of the person(s) set forth below and mailed to the address set forth below

Name(s)

_____
(Please Print)

Address

_____

_____
(Please Print)

_____
(Zip Code)

_____
(Social Security or other
Taxpayer Identification Number, if any)

B DELIVERY INSTRUCTIONS

In the event of a Failed Remarketing, Debentures which are in physical form should be delivered to the person(s) set forth below and mailed to the address set forth below

Name(s)

_____
(Please Print)

Address

_____

_____
(Please Print)

_____
(Zip Code)

_____
(Social Security or other
Taxpayer Identification Number, if any)

In the event of a Failed Remarketing, Debentures which are in book-entry form should be credited to the account at The Depository Trust Company set forth below

_____
DTC Account Number

Name of Account
Party _____

**EXHIBIT D**

**INSTRUCTION TO CUSTODIAL AGENT REGARDING**
**WITHDRAWAL FROM REMARKETING**

Deutsche Bank Trust Company Americas
Trust and Agency Services
60 Wall Street, 24th Floor
MS NYC60-2407
New York, New York 10005
Attention Corporates Team/NextEra Equity Units SF3216 1

Energy, Inc - 2020

Re Securities of NextEra Energy Capital Holdings, Inc

The undersigned hereby notifies you in accordance with Section 4 6(c) of the Pledge Agreement, dated as of September 1, 2020 (the "**Pledge Agreement**"), between NextEra Energy, Inc , yourselves, as Collateral Agent, Custodial Agent and Securities Intermediary and The Bank of New York Mellon, as Purchase Contract Agent and as attorney-in-fact for the Holders of Corporate Units and Treasury Units from time to time, that the undersigned elects to withdraw the $_____ principal amount of Debentures delivered to the Custodial Agent on _____ for remarketing pursuant to Section 4 6(c) of the Pledge Agreement The undersigned hereby instructs you to return such Debentures to the undersigned in accordance with the undersigned's instructions With this notice, the undersigned hereby agrees to be bound by the terms and conditions of Section 4 6(c) of the Pledge Agreement Capitalized terms used herein but not defined shall have the meaning set forth or incorporated by reference in the Pledge Agreement

Date _____

_____

By _____
Name
Title
Signature Guarantee _____

Signatures must be guaranteed by an "eligible guarantor institution" meeting the requirements of the Security Registrar, which requirements include membership or participation in the Security Transfer Agent Medallion Program ("**STAMP**") or such other "signature guarantee program" as may be determined by the Security Registrar in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934, as amended

Please print name and address

_____ _____
Name Social Security or other Taxpayer Identification Number, if any

Address

_____

Exhibit 4(e)

NEXTERA ENERGY CAPITAL HOLDINGS, INC.

OFFICER'S CERTIFICATE

**Creating the Series L Debentures due September 1, 2025**

Paul I Cutler, Vice President and Treasurer of NextEra Energy Capital Holdings, Inc (the "**Company**"), pursuant to the authority granted in the accompanying Board Resolutions (all capitalized terms used herein which are not defined herein, in *Appendix A* or in *Exhibit A* hereto, but which are defined in the Indenture referred to below, shall have the meanings specified in the Indenture), and pursuant to Sections 201 and 301 of the Indenture, does hereby certify to The Bank of New York Mellon (the "**Trustee**"), as Trustee under the Indenture (For Unsecured Debt Securities) dated as of June 1, 1999 between the Company and the Trustee, as amended (the "**Indenture**"), that

1 The securities to be issued under the Indenture in accordance with this certificate shall be designated "Series L Debentures due September 1, 2025" (referred to herein as the "**Debentures of the Fifty-Second Series**") and shall be issued in substantially the form set forth as *Exhibit A* hereto

2 The Debentures of the Fifty-Second Series shall mature and the principal shall be due and payable, together with all accrued and unpaid interest thereon, on the Stated Maturity Date The "**Stated Maturity Date**" means September 1, 2025

3 The Debentures of the Fifty-Second Series shall bear interest initially at the rate of 0 509% per annum (the "**Interest Rate**") from, and including, September 18, 2020, to, but excluding, the earlier of (i) the Stated Maturity Date and (ii) the Reset Effective Date In the event of a Successful Remarketing of the Debentures of the Fifty-Second Series, the Interest Rate will be determined by the Remarketing Agents and reset at the Reset Rate effective from the Reset Effective Date, as set forth in *Paragraph 4* below If the Interest Rate is so reset, the Debentures of the Fifty-Second Series will bear interest at the Reset Rate from, and including, the Reset Effective Date until the principal thereof and accrued and unpaid interest thereon, if any, is paid or duly made available for payment The "**Reset Effective Date**" shall mean (i) in connection with a Successful Remarketing of the Debentures of the Fifty-Second Series during the Period for Early Remarketing, the third Business Day immediately following the Remarketing Date on which the Debentures of the Fifty-Second Series included in such Remarketing are successfully remarketed, unless the Remarketing is successful within five Business Days of the next succeeding Quarterly Interest Payment Date, in which case such Quarterly Interest Payment Date will be the Reset Effective Date, and (ii) in connection with a Successful Remarketing of the Debentures of the Fifty-Second Series during the Final Three-Day Remarketing Period, September 1, 2023

Interest on a Debenture of the Fifty-Second Series shall be payable initially quarterly in arrears on March 1, June 1, September 1 and December 1 of each year (each a "**Quarterly Interest Payment Date**"), commencing December 1, 2020, to the Person in whose name such Debenture of the Fifty-Second Series, or any predecessor Debenture of the Fifty-Second Series, is registered on the books and records of the Security Registrar at the close of business on the relevant Regular Record Date for such Quarterly Interest Payment Date Following a Successful Remarketing of the Debentures of the Fifty-Second Series, interest on a Debenture of the Fifty-Second Series shall be payable (i) on the Reset Effective Date and (ii) semi-annually in arrears on the Subsequent Interest Payment Dates (together with the Quarterly Interest Payment Dates and the Reset Effective Date, the "**Interest Payment Dates**"), in each case to the Person in whose name such Debenture of the Fifty-Second Series, or any predecessor Debenture of the Fifty-Second

Series, is registered on the books and records of the Security Registrar at the close of business on the relevant Regular Record Date "**Subsequent Interest Payment Date**" shall mean, following the Reset Effective Date, each semi-annual interest payment date established by the Company on the Remarketing Date on which the Debentures of the Fifty-Second Series included in the Remarketing are successfully remarketed

Interest payments will include interest accrued from and including the immediately preceding Interest Payment Date or, in the case of the first Interest Payment Date, from and including September 18, 2020, to, but excluding, such Interest Payment Date

The amount of interest payable on the Debentures of the Fifty-Second Series will be computed on the basis of a 360-day year of twelve 30-day months The amount of interest payable for any period shorter than a full quarterly or semi-annual period for which interest is computed shall be computed on the basis of the number of days in such period using 30-day calendar months In the event that an Interest Payment Date is not a Business Day, then payment of interest payable on such date will be made on the next succeeding day which is a Business Day (and without any interest or other payment in respect of such delay), except that, if such Business Day is in the next succeeding calendar year, then such payment shall be made on the immediately preceding Business Day, in each case, with the same force and effect as if made on such Interest Payment Date

Pursuant to the Remarketing Agreement to be entered into between the Company, BofA Securities, Inc and Barclays Capital Inc (collectively referred to as the "**Remarketing Agents**"), and The Bank of New York Mellon, as Purchase Contract Agent (the "**Purchase Contract Agent**"), as amended or supplemented from time to time (the "**Remarketing Agreement**"), and as described below, the Company (i) during the Period for Early Remarketing may, at its option, and in its sole discretion, select one or more Three-Day Remarketing Periods consisting of three successive Remarketing Dates on each of which it shall cause the Remarketing Agents to remarket, in whole (but not in part), (A) the Pledged Debentures of the Fifty-Second Series, and (B) any Separate Debentures of the Fifty-Second Series of Holders who have elected in the manner set forth in the Purchase Contract Agreement, the Pledge Agreement and the Remarketing Agreement to have such Separate Debentures of the Fifty-Second Series so remarketed, for settlement on the third Business Day following the Remarketing Date on which a Successful Remarketing occurs, unless the Successful Remarketing occurs within five Business Days of the next succeeding Quarterly Interest Payment Date, in which case such settlement will occur on such Quarterly Interest Payment Date and (ii) if there has not been a Successful Remarketing during the Period for Early Remarketing, if any, shall cause the Remarketing Agents to remarket, in whole (but not in part), on each Remarketing Date during the Final Three-Day Remarketing Period, (A) the Pledged Debentures of the Fifty-Second Series of Corporate Unit holders who have failed to notify the Purchase Contract Agent, on or prior to the seventh Business Day immediately preceding the Purchase Contract Settlement Date, of their intention to settle such Purchase Contracts in cash, and (B) any Separate Debentures of the Fifty-Second Series of Holders who have elected in the manner set forth in the Purchase Contract Agreement, the Pledge Agreement and the Remarketing Agreement to have their Debentures of the Fifty-Second Series so remarketed, for settlement on the Purchase Contract Settlement Date If the Company, after consultation with the Remarketing Agents, decides not to proceed with the remarketing on a specific day during the Three-Day Remarketing Period for Early Remarketing (a) the Remarketing Agents will be deemed to have used their commercially reasonable efforts to remarket the Debentures of the Fifty-Second Series on such day and (b) the Company shall cause

the Remarketing Agent to remarket the Debentures of the Fifty-Second Series on the next succeeding day during the Three-Day Remarketing Period for Early Remarketing

The Company may select a Three-Day Remarketing Period during the Period for Early Remarketing by designating each of the three sequential Remarketing Dates to comprise such Three-Day Remarketing Period, *provided*, that no Remarketing Date during the Period for Early Remarketing shall occur earlier than the fifth Business Day prior to March 1, 2023 nor later than the ninth Business Day prior to the Purchase Contract Settlement Date

The Company will announce any Remarketing on the sixth Business Day immediately preceding the first Remarketing Date of a Three-Day Remarketing Period during the Period for Early Remarketing and, for the Final Three-Day Remarketing Period, the Company will announce the remarketing of the Debentures of the Fifty-Second Series on the third Business Day immediately preceding the first Remarketing Date of the Final Three-Day Remarketing Period Each such announcement (each a "**Remarketing Announcement**") on each such date (each a "**Remarketing Announcement Date**") shall specify the following

(i) (A) if the Remarketing Announcement relates to a Remarketing to occur during the Period for Early Remarketing, that the Debentures of the Fifty-Second Series may be remarketed on any and all of the sixth, seventh and eighth Business Days following such Remarketing Announcement Date, or

(B) if the Remarketing Announcement relates to a Remarketing to occur during the Final Three-Day Remarketing Period, that the Debentures of the Fifty-Second Series may be remarketed on any and all of the third, fourth and fifth Business Days following such Remarketing Announcement Date, or

(ii) (A) if the Remarketing Announcement relates to a Remarketing to occur during the Period for Early Remarketing, that the Reset Effective Date will be the third Business Day following the Successful Remarketing Date, unless the Successful Remarketing Date is within five Business Days of the next succeeding Quarterly Interest Payment Date in which case such Quarterly Interest Payment Date will be the Reset Effective Date, or

(B) if the Remarketing Announcement relates to a Remarketing to occur during the Final Three-Day Remarketing Period, that the Reset Effective Date will be September 1, 2023 if there is a Successful Remarketing,

(iii) that the Reset Rate and Subsequent Interest Payment Dates for the Debentures of the Fifty-Second Series will be established on the Successful Remarketing Date and effective on and after the Reset Effective Date,

(iv) (A) if the Remarketing Announcement relates to a Remarketing to occur during the Period for Early Remarketing, that the Reset Rate will equal the interest rate on the Debentures of the Fifty-Second Series that will enable the Debentures of the Fifty-Second Series included in the Remarketing to be remarketed at a price equal to at least 100% of the Remarketing Treasury Portfolio Purchase Price plus the Separate Debentures Purchase Price plus the Remarketing Fee (the "**Remarketing Price**"), or

(B) if the Remarketing Announcement relates to a Remarketing to occur during the Final Three-Day Remarketing Period, that the Reset Rate will equal the

interest rate on the Debentures of the Fifty-Second Series that will enable the Debentures of the Fifty-Second Series included in the Remarketing to be remarketed at a price equal to at least 100% of their aggregate principal amount plus the Remarketing Fee (the "**Contract Settlement Price**"), and

(v) the Remarketing Fee

On or prior to the Business Day immediately following the Remarketing Announcement Date, the Company will issue a press release through any appropriate news agency, including Bloomberg News and the Dow Jones Newswires, containing the Remarketing Announcement and publish such Remarketing Announcement on the Company's website or through another public medium as the Company may use at the time In addition, the Company will request, not later than ten (10) Business Days prior to each Remarketing Announcement Date, that the Depositary notify its participants holding Debentures of the Fifty-Second Series, Corporate Units and Treasury Units of the Remarketing

Each Holder of Separate Debentures of the Fifty-Second Series may elect to have some or all of the Separate Debentures of the Fifty-Second Series held by such Holder remarketed in any Remarketing A Holder making such an election must, pursuant to the Purchase Contract Agreement, the Pledge Agreement and the Remarketing Agreement, notify the Custodial Agent and deliver such Separate Debentures of the Fifty-Second Series to the Custodial Agent on or prior to 5 00 p m , New York City time, on the second Business Day, but no earlier than the fifth Business Day, immediately preceding the first Remarketing Date of any Three-Day Remarketing Period Any such notice and delivery may not be conditioned upon the level at which the Reset Rate is established in the Remarketing Any such notice and delivery may be withdrawn on or prior to 5 00 p m , New York City time, on the second Business Day immediately preceding the first Remarketing Date of the applicable Three-Day Remarketing Period in accordance with the provisions set forth in the Pledge Agreement Any such notice and delivery not withdrawn by such time will be irrevocable with respect to such Remarketing Promptly after 11 00 a m , New York City time, on the Business Day immediately preceding the first Remarketing Date of the applicable Three-Day Remarketing Period, the Custodial Agent, based on the notices and deliveries received by it prior to such time and pursuant to the Pledge Agreement, shall notify the Remarketing Agents of the principal amount of Separate Debentures of the Fifty-Second Series to be tendered for Remarketing and shall cause such Separate Debentures of the Fifty-Second Series to be presented to the Remarketing Agents Debentures of the Fifty-Second Series that are a component of Corporate Units will be deemed tendered for Remarketing and will be remarketed in accordance with the terms of the Remarketing Agreement

Unless and until there has been a Successful Remarketing, on each Remarketing Date during a Three-Day Remarketing Period, the Company shall cause the Remarketing Agents to use their commercially reasonable efforts to remarket the Debentures of the Fifty-Second Series that the Collateral Agent and the Custodial Agent shall have notified the Remarketing Agents have been tendered for, or otherwise are to be included in, the Remarketing, at a price per $1,000 principal amount of the Debentures of the Fifty-Second Series such that the aggregate price for the aggregate principal amount of the Debentures of the Fifty-Second Series being remarketed on that date will be approximately (i) if the Reset Effective Date is not the Purchase Contract Settlement Date, the Remarketing Price or (ii) if the Reset Effective Date is the Purchase Contract Settlement Date, the Contract Settlement Price

In the event of a Successful Remarketing, on the Remarketing Date the Company will request the Depositary to notify its participants holding the Separate Debentures of the Fifty-Second Series, no later than the Business Day next succeeding the Successful Remarketing Date, of the Reset Rate, the Subsequent Interest Payment Dates and related Regular Record Dates for the Debentures of the Fifty-Second Series If a Successful Remarketing does not occur during a Three-Day Remarketing Period, the Company will cause a notice of such Failed Remarketing to be published on the Business Day following the last of the three Remarketing Dates comprising the Three-Day Remarketing Period (which notice, in the event of a Failed Remarketing on the Final Remarketing Date, shall be published not later than 9 00 a m , New York City time, and shall include the procedures that must be followed if a Holder of Separate Debentures of the Fifty-Second Series wishes to exercise its right to put such Separate Debentures of the Fifty-Second Series to the Company), in each case, by making a timely release to any appropriate news agency, including Bloomberg News and the Dow Jones Newswires

In accordance with the Depositary's procedures, on the Reset Effective Date, the transactions described above with respect to each Debenture of the Fifty-Second Series tendered for purchase and sold in such Remarketing shall be executed through the Depositary, and the accounts of the respective Depositary participants shall be debited and credited and such Debentures of the Fifty-Second Series delivered by book entry as necessary to effect purchases and sales of such Debentures of the Fifty-Second Series The Depositary shall make payment in accordance with its procedures

In no event shall the aggregate price for the Debentures of the Fifty-Second Series in a Remarketing be less than a price (the "**Minimum Price**") equal to (i) in the case of a Remarketing during the Period for Early Remarketing, 100% of the sum of the Remarketing Treasury Portfolio Purchase Price and the Separate Debentures Purchase Price or (ii) in the case of a Remarketing during the Final Three-Day Remarketing Period, 100% of the aggregate principal amount of the Debentures of the Fifty-Second Series being remarketed A remarketing attempt on any Remarketing Date will be deemed unsuccessful if the (i) Remarketing Agents are unable to remarket the Debentures of the Fifty-Second Series for an aggregate price that is at least equal to the Minimum Price, or (ii) if a condition precedent to such Remarketing is not fulfilled or, if subject to waiver, waived

The right of each Holder of Debentures of the Fifty-Second Series that are included in Corporate Units to have such Debentures of the Fifty-Second Series, and of each Holder of Separate Debentures of the Fifty-Second Series to have any Separate Debentures of the Fifty-Second Series (together, the "**Remarketed Debentures of the Fifty-Second Series**"), remarketed and sold in any Remarketing, and the obligation of the Company to conduct a Remarketing, shall be subject to the following (i) the Remarketing Agents have conducted a Remarketing pursuant to the terms of the Remarketing Agreement, (ii) a Special Event Redemption or Mandatory Redemption has not occurred and will not occur prior to such Remarketing Date or the Reset Effective Date, (iii) the Remarketing Agents are able to find a purchaser or purchasers for Remarketed Debentures of the Fifty-Second Series at the Minimum Price, and (iv) the purchaser or purchasers deliver the purchase price therefor to the Remarketing Agents as and when required

None of the Trustee, the Company or the Remarketing Agents shall be obligated in any case to provide funds to make payment upon tender of Debentures of the Fifty-Second Series for Remarketing

"**Remarketing Treasury Portfolio**" shall mean

(a) U S Treasury securities (or principal or interest strips thereof) that mature on or prior to August 31, 2023 in an aggregate amount at maturity equal to the principal amount of the Debentures of the Fifty-Second Series that are a component of the Corporate Units,

(b) if the Reset Effective Date occurs prior to June 1, 2023, with respect to the Quarterly Interest Payment Dates on the Debentures of the Fifty-Second Series that would have occurred on June 1, 2023 and September 1, 2023, U S Treasury securities (or principal or interest strips thereof) that mature on or prior to (i) May 31, 2023 (in connection with the Quarterly Interest Payment Date that would have occurred on June 1, 2023) and (ii) August 31, 2023 (in connection with the Quarterly Interest Payment Date that would have occurred on September 1, 2023), each in an aggregate amount at maturity equal to the aggregate interest payments that would be due on June 1, 2023 and September 1, 2023, respectively, on the principal amount of the Debentures of the Fifty-Second Series that would have been a component of the Corporate Units assuming no Remarketing and no reset of the Interest Rate on the Debentures of the Fifty-Second Series and assuming that interest on the Debentures of the Fifty-Second Series accrued from the Reset Effective Date to, but excluding, June 1, 2023 and from June 1, 2023 to, but excluding, September 1, 2023, respectively, and

(c) if the Reset Effective Date occurs on or after June 1, 2023, with respect to the Quarterly Interest Payment Date on the Debentures of the Fifty-Second Series that would have occurred on September 1, 2023, U S Treasury securities (or principal or interest strips thereof) that mature on or prior to August 31, 2023 in an aggregate amount at maturity equal to the aggregate interest payment that would be due on September 1, 2023 on the principal amount of the Debentures of the Fifty-Second Series that would have been a component of the Corporate Units assuming no Remarketing and no reset of the Interest Rate on the Debentures of the Fifty-Second Series and assuming that interest on the Debentures of the Fifty-Second Series accrued from the Reset Effective Date to, but excluding, September 1, 2023

If, on the applicable Remarketing Date during the Period for Early Remarketing, U S Treasury securities (or principal or interest strips thereof) that are to be included in the Remarketing Treasury Portfolio have a yield that is less than zero, then instead, at the Company's option, an amount of cash equal to the aggregate principal amount at maturity of the applicable U S Treasury securities (or principal or interest strips thereof) described above will be substituted for the Debentures of the Fifty-Second Series that are components of the Corporate Units and will be pledged to NextEra Energy through the Collateral Agent to secure the Corporate Unit holders' obligations to purchase common stock, $0 01 par value per share, of NextEra Energy (the "**Common Stock**") under the related Purchase Contracts In such case, references to "U S Treasury securities (or principal or interest strips thereof)" in connection with the Remarketing Treasury Portfolio will, thereafter, be deemed to be references to such amount of cash

"**Remarketing Treasury Portfolio Purchase Price**" shall mean the lowest aggregate price quoted by a primary U S government securities dealer in New York City to the Quotation Agent on the applicable Remarketing Date during the Period for Early Remarketing for the purchase of the Remarketing Treasury Portfolio for settlement on the Reset Effective Date, *provided*, that if

the Remarketing Treasury Portfolio consists of cash, "Remarketing Treasury Portfolio Purchase Price" means an amount of cash equal to the aggregate principal amount at maturity of the U S Treasury securities (or principal or interest strips thereof) that would have otherwise been components of the Remarketing Treasury Portfolio "**Quotation Agent**" means any primary U S government securities dealer in New York City selected by the Company

4 In connection with each Remarketing, the Remarketing Agents shall determine the reset interest rate (rounded to the nearest one-thousandth (0 001) of one percent per annum) that they believe will, when applied to the Debentures of the Fifty-Second Series, enable the aggregate principal amount of the Debentures of the Fifty-Second Series being remarketed on such date to be sold at an aggregate price equal to at least (i) if the Reset Effective Date is not the Purchase Contract Settlement Date, the Remarketing Price or (ii) if the Reset Effective Date is the Purchase Contract Settlement Date, the Contract Settlement Price The reset interest rate established on the Remarketing Date on which a Successful Remarketing occurs shall be the "**Reset Rate** "

Anything herein to the contrary notwithstanding, the Reset Rate shall not exceed the maximum rate permitted by applicable law and the Remarketing Agents shall have no obligation to determine whether there is any limitation under applicable law on the Reset Rate or, if there is any such limitation, the maximum permissible Reset Rate on the Debentures of the Fifty-Second Series and it shall rely solely upon written notice from the Company (which the Company agrees to provide prior to the eighth Business Day before the first Remarketing Date of any Three-Day Remarketing Period) as to whether or not there is any such limitation and, if so, the maximum permissible Reset Rate

In the event of a Failed Remarketing or if no Debentures of the Fifty-Second Series are included in Corporate Units and none of the Holders of the Separate Debentures of the Fifty-Second Series elect to have their Debentures of the Fifty-Second Series remarketed in any Remarketing, the Interest Rate on the Debentures of the Fifty-Second Series will not be reset and will continue to be the Interest Rate

In the event of a Successful Remarketing, the Interest Rate shall be reset at the Reset Rate as determined by the Remarketing Agents under the Remarketing Agreement The Reset Rate shall be effective from and after the Reset Effective Date

5 Each installment of interest on a Debenture of the Fifty-Second Series shall be payable to the Person in whose name such Debenture is registered at the close of business on the "**Regular Record Date**" for such interest installment, which (a) as long as all of the Debentures of the Fifty-Second Series remain in certificated form and are held by the Purchase Contract Agent, or are held in book-entry only form, will be one Business Day prior to the corresponding Interest Payment Date, or (b) if the Debentures of the Fifty-Second Series remain in certificated form, but all are not held by the Purchase Contract Agent, or are not held in book-entry only form, will be at least one Business Day but not more than sixty (60) Business Days prior to such corresponding Interest Payment Date, as selected by the Company, *provided* that, unless the Purchase Contracts described in the Purchase Contract Agreement have been terminated, such Regular Record Date must be the same as the record date for payment of distributions and Contract Adjustment Payments for the Corporate Units described in the Purchase Contract Agreement, and *provided further* that interest payable on the Stated Maturity Date will be paid to the Person to whom principal is paid The Security Registrar may, but shall not be required to, register the transfer of Debentures of the Fifty-Second Series during the ten (10) days immediately preceding an Interest Payment Date Any installment of interest on the Debentures of the Fifty-Second Series not

punctually paid or duly provided for will forthwith cease to be payable to the Holders of such Debentures of the Fifty-Second Series on such Regular Record Date, and may be paid to the Persons in whose name the Debentures of the Fifty-Second Series are registered at the close of business on a Special Record Date to be fixed by the Trustee for the payment of such Defaulted Interest Notice of such Defaulted Interest and Special Record Date shall be given to the Holders of the Debentures of the Fifty-Second Series not less than ten (10) days prior to such Special Record Date, or may be paid at any time in any other lawful manner not inconsistent with the requirements of any securities exchange on which the Debentures of the Fifty-Second Series may be listed, and upon such notice as may be required by such exchange, all as more fully provided in the Indenture

6 The principal and each installment of interest on the Debentures of the Fifty-Second Series shall be payable at, and registration and registration of transfers and exchanges in respect of the Debentures of the Fifty-Second Series may be effectuated at, the office or agency of the Company in New York City, New York, *provided*, that payment of interest may be made at the option of the Company by check mailed to the address of the Persons entitled thereto or by wire transfer to an account designated by the Person entitled thereto Notices and demands to or upon the Company in respect of the Debentures of the Fifty-Second Series may be served at the office or agency of the Company in New York City, New York The Corporate Trust Office of the Trustee will initially be the agency of the Company for such payment, registration, registration of transfers and exchanges and service of notices and demands, and the Company hereby appoints the Trustee as its agent for all such purposes, *provided, however*, that the Company reserves the right to change, by one or more Officer's Certificates, any such office or agency and such agent The Trustee will initially be the Security Registrar and the Paying Agent for the Debentures of the Fifty-Second Series

7 If a Special Event shall occur and be continuing, the Company may, at its option, redeem the Debentures of the Fifty-Second Series in whole (but not in part) at any time ("**Special Event Redemption**") at a Redemption Price equal to, for each Debenture of the Fifty-Second Series, the Redemption Amount plus accrued and unpaid interest, if any, thereon to, but excluding, the date of redemption (the "**Special Event Redemption Date**") If the Special Event Redemption occurs prior to a Successful Remarketing of the Debentures of the Fifty-Second Series, or if the Debentures of the Fifty-Second Series are not successfully remarketed, in each case prior to the Purchase Contract Settlement Date, the Redemption Price payable with respect to the Debentures of the Fifty-Second Series that are a component of the Corporate Units at the time of the Special Event Redemption will be paid to the Collateral Agent under the Pledge Agreement dated as of September 1, 2020 by and between NextEra Energy, Deutsche Bank Trust Company Americas, as Collateral Agent (the "**Collateral Agent**"), Custodial Agent (the "**Custodial Agent**") and Securities Intermediary, and The Bank of New York Mellon, as Purchase Contract Agent (the "**Pledge Agreement**"), on the Special Event Redemption Date on or prior to 12 30 p m , New York City time, by check or wire transfer in immediately available funds at such place and to such account as may be designated by the Collateral Agent and the Collateral Agent will purchase the Special Event Treasury Portfolio on behalf of the holders of Corporate Units and remit the remainder of the Redemption Price, if any, to the Purchase Contract Agent for payment to the holders Thereafter, the applicable ownership interests in the Special Event Treasury Portfolio will be substituted for the Applicable Ownership Interests in Debentures of the Fifty-Second Series and will be pledged to NextEra Energy, through the Collateral Agent, to secure the Corporate Unit holders' obligations to purchase Common Stock under the Purchase Contracts

"**Special Event**" means either a Tax Event or an Accounting Event

"**Accounting Event**" means the receipt by the audit committee of NextEra Energy's Board of Directors (or, if there is no such committee, by such Board of Directors) of a written report in accordance with Statement on Auditing Standards ("**SAS**") No 97, "Amendment to SAS No 50—Reports on the Application of Accounting Principles," from NextEra Energy's independent auditors, provided at the request of NextEra Energy management, to the effect that, as a result of a change in accounting rules that becomes effective after September 18, 2020, NextEra Energy must either (a) account for the Purchase Contracts as derivatives or otherwise mark-to-market or measure the fair value of all or any portion of the Purchase Contracts with changes appearing in NextEra Energy's income statement) or (b) account for the Equity Units using the if-converted method, and that such accounting treatment will cease to apply upon redemption of the Debentures of the Fifty-Second Series

"**Tax Event**" means the receipt by the Company of an opinion of nationally recognized independent tax counsel experienced in such matters (which may be Morgan, Lewis & Bockius LLP or Squire Patton Boggs (US) LLP) to the effect that there is more than an insubstantial risk that interest payable by the Company on the Debentures of the Fifty-Second Series would not be deductible, in whole or in part, by the Company for U S federal income tax purposes as a result of (a) any amendment to, change in, or announced proposed change in, the laws, or any regulations thereunder, of the U S or any political subdivision or taxing authority thereof or therein affecting taxation, (b) any amendment to or change in an interpretation or application of any such laws or regulations by any legislative body, court, governmental agency or regulatory authority or (c) any interpretation or pronouncement by any legislative body, court, governmental agency or regulatory authority that provides for a position with respect to any such laws or regulations that differs from the generally accepted position on September 16, 2020, which amendment, change or proposed change is effective or which interpretation or pronouncement is announced on or after September 16, 2020

"**Redemption Amount**" means

(a) in the case of a Special Event Redemption occurring

(i) prior to the earlier of (x) a Successful Remarketing, or (y) the Purchase Contract Settlement Date, for each Debenture of the Fifty-Second Series, the product of the principal amount of that Debenture of the Fifty-Second Series and a fraction, the numerator of which is the Special Event Treasury Portfolio Purchase Price and the denominator of which is the aggregate principal amount of the Debentures of the Fifty-Second Series that are a component of the Corporate Units on the Special Event Redemption Date, and

(ii) on or after (x) a Successful Remarketing, or (y) the Purchase Contract Settlement Date, for each Debenture of the Fifty-Second Series Outstanding on the Special Event Redemption Date, the principal amount of the Debenture of the Fifty-Second Series

(b) in the case of a Mandatory Redemption occurring

(i) prior to the earlier of (x) a Successful Remarketing, or (y) the Purchase Contract Settlement Date, for each Debenture of the Fifty-Second Series, the product of the principal amount of that Debenture of the Fifty-Second Series and a fraction, the numerator of which is the Mandatory Redemption Treasury Portfolio Purchase Price and

the denominator of which is the aggregate principal amount of the Debentures of the Fifty-Second Series that are a component of the Corporate Units on the date of the Mandatory Redemption (the "**Mandatory Redemption Date**"), and

(ii) on or after (x) a Successful Remarketing, or (y) the Purchase Contract Settlement Date, for each Debenture of the Fifty-Second Series Outstanding on the Mandatory Redemption Date, the principal amount of the Debenture of the Fifty-Second Series

"**Mandatory Redemption Treasury Portfolio Purchase Price**" means the lowest aggregate price quoted by a primary U S government securities dealer in New York City to the Quotation Agent on the third Business Day immediately preceding the Mandatory Redemption Date for the purchase of the Treasury portfolio consisting of the same securities as the Special Event Treasury Portfolio for settlement on the Mandatory Redemption Date

"**Special Event Treasury Portfolio Purchase Price**" means the lowest aggregate price quoted by a primary U S government securities dealer in New York City to the Quotation Agent on the third Business Day immediately preceding the Special Event Redemption Date for the purchase of the Special Event Treasury Portfolio for settlement on the Special Event Redemption Date

The Treasury Portfolio to be purchased in connection with a Special Event Redemption, herein referred to as "**Special Event Treasury Portfolio**", will consist of

(i) U S Treasury securities (or principal or interest strips thereof) that mature on or prior to August 31, 2023 in an aggregate amount at maturity equal to the aggregate principal amount of the Debentures of the Fifty-Second Series that are a component of the Corporate Units, and

(ii) with respect to each scheduled Interest Payment Date on the Debentures of the Fifty-Second Series that occurs after the Special Event Redemption Date and on or prior to September 1, 2023, U S Treasury securities (or principal or interest strips thereof) that mature on or prior to such scheduled Interest Payment Date in an aggregate amount at maturity equal to the aggregate interest payment that would be due on the aggregate principal amount of the Debentures of the Fifty-Second Series that are a component of the Corporate Units on such Interest Payment Date (assuming no Special Event Redemption) and accruing from and including the immediately preceding Interest Payment Date to which interest has been paid

Notice of any redemption will be mailed at least thirty (30) days but not more than sixty (60) days before the Special Event Redemption Date to each registered Holder of Debentures of the Fifty-Second Series to be redeemed at its registered address as more fully provided in the Indenture Unless the Company defaults in payment of the Redemption Price, on and after the Special Event Redemption Date interest shall cease to accrue on such Debentures of the Fifty-Second Series

8 Debentures of the Fifty-Second Series are subject to a put right (the "**Put Right**") in the following circumstances

(a) Each Holder of Separate Debentures of the Fifty-Second Series may exercise its Put Right, in the event of a Failed Remarketing during the Final Three-Day Remarketing Period by providing written notice at least two Business Days prior to the Purchase Contract Settlement Date The Put Price will be paid to such Holder on the Purchase Contract Settlement Date

(b) Each Holder of an Applicable Ownership Interest in Debentures of the Fifty-Second Series will be deemed to have automatically exercised its Put Right, in the event of a Failed Remarketing during the Final Three-Day Remarketing Period, unless, on the second Business Day immediately prior to the Purchase Contract Settlement Date, such Holder provides written notice to the Purchase Contract Agent of its intention to settle the related Purchase Contracts with separate cash and, on or prior to the Business Day immediately preceding the Purchase Contract Settlement Date, delivers to the Collateral Agent $50 in cash per each of such Holder's related Purchase Contracts As provided in Section 5 4 of the Purchase Contract Agreement, each Holder of an Applicable Ownership Interest in Debentures of the Fifty-Second Series will be deemed to have elected to apply a portion of the Put Price equal to the principal amount of such Holder's Debentures of the Fifty-Second Series underlying the Applicable Ownership Interests in Debentures of the Fifty-Second Series against such Holder's obligations to NextEra Energy under the related Purchase Contracts, thereby satisfying such obligations in full, and NextEra Energy will deliver to such Holder the Common Stock issued in accordance with each related Purchase Contract Any amount of the Put Price remaining following settlement of each such Purchase Contract will be delivered to the Purchase Contract Agent for the benefit of such Holder

9 Initially (a) the Debentures of the Fifty-Second Series will be issued in certificated form registered in the name of The Bank of New York Mellon, as Purchase Contract Agent, under the Purchase Contract Agreement dated as of September 1, 2020 between NextEra Energy and The Bank of New York Mellon, as Purchase Contract Agent (the "**Purchase Contract Agreement**"), as a component of Corporate Units, and (b) the Separate Debentures of the Fifty-Second Series, if any, will be issued in global form in the name of Cede & Co (as nominee for The Depository Trust Company ("**DTC**"), the initial Depositary for the Debentures of the Fifty-Second Series that are not a component of Corporate Units), and may bear such legends as either the Purchase Contract Agent or DTC, respectively, may reasonably request

10 If the Company shall make any deposit of money and/or Eligible Obligations with respect to any Debentures of the Fifty-Second Series, or any portion of the principal amount thereof, as contemplated by Section 701 of the Indenture, the Company shall not deliver an Officer's Certificate described in clause (z) in the first paragraph of said Section 701 unless the Company shall also deliver to the Trustee, together with such Officer's Certificate, either

(A) an instrument wherein the Company, notwithstanding the satisfaction and discharge of its indebtedness in respect of the Debentures of the Fifty-Second Series, shall assume the obligation (which shall be absolute and unconditional) to irrevocably deposit with the Trustee or Paying Agent such additional sums of money, if any, or additional Eligible Obligations (meeting the requirements of said Section 701), if any, or any combination thereof, at such time or times, as shall be necessary, together with the money and/or Eligible Obligations theretofore so deposited, to pay when due the principal of and premium, if any, and interest due and to become due on such Debentures of the Fifty-Second Series or portions thereof, all in accordance with and subject to the provisions of said Section 701, *provided, however*, that such instrument may state that the obligation of the Company to make additional deposits as aforesaid shall be subject to the delivery to the Company by the Trustee of a notice asserting the deficiency accompanied by an opinion of an independent public accountant of nationally recognized standing, selected by the Trustee, showing the calculation thereof, or

(B) an Opinion of Counsel to the effect that, as a result of (i) the receipt by the Company from, or the publication by, the Internal Revenue Service of a ruling or (ii) a change in

law occurring after the date of this certificate, the Holders of such Debentures of the Fifty-Second Series, or the applicable portion of the principal amount thereof, will not recognize income, gain or loss for U S federal income tax purposes as a result of the satisfaction and discharge of the Company's indebtedness in respect thereof and will be subject to U S federal income tax on the same amounts, at the same times and in the same manner as if such satisfaction and discharge had not been effectuated

11 The Debentures of the Fifty-Second Series will be absolutely, irrevocably and unconditionally guaranteed as to payment of principal, interest and premium, if any, by NextEra Energy, as Guarantor (the "**Guarantor**"), pursuant to a Guarantee Agreement, dated as of June 1, 1999, between the Guarantor and The Bank of New York Mellon (as Guarantee Trustee) (the "**Guarantee Agreement**") The following shall constitute "**Guarantor Events**" with respect to the Debentures of the Fifty-Second Series

(A) the failure of the Guarantee Agreement to be in full force and effect,

(B) the entry by a court having jurisdiction with respect to the Guarantor of (i) a decree or order for relief in respect of the Guarantor in an involuntary case or proceeding under any applicable Federal or State bankruptcy, insolvency or other similar law or (ii) a decree or order adjudging the Guarantor bankrupt or insolvent, or approving as properly filed a petition by one or more entities other than the Guarantor seeking reorganization, arrangement, adjustment or composition of or in respect of the Guarantor under any applicable Federal or State bankruptcy, insolvency or other similar law, or appointing a custodian, receiver, liquidator, assignee, trustee, sequestrator or other similar official for the Guarantor or for any substantial part of its property, or ordering the winding up or liquidation of its affairs, and any such decree or order for relief or any such other decree or order shall have remained unstayed and in effect for a period of ninety (90) consecutive days, or

(C) the commencement by the Guarantor of a voluntary case or proceeding under any applicable Federal or State bankruptcy, insolvency or other similar law or of any other case or proceeding seeking for the Guarantor to be adjudicated bankrupt or insolvent, or the consent by the Guarantor to the entry of a decree or order for relief in respect of itself in a case or proceeding under any applicable Federal or State bankruptcy, insolvency or other similar law or to the commencement of any bankruptcy or insolvency case or proceeding against the Guarantor, or the filing by the Guarantor of a petition or answer or consent seeking reorganization or relief under any applicable Federal or State bankruptcy, insolvency or other similar law, or the consent by the Guarantor to the filing of such petition or to the appointment of or taking possession by a custodian, receiver, liquidator, assignee, trustee, sequestrator or similar official of the Guarantor or of any substantial part of its property, or the making by the Guarantor of an assignment for the benefit of creditors, or the admission by the Guarantor in writing of its inability to pay its debts generally as they become due, or the authorization of such action by the Board of Directors of the Guarantor

Notwithstanding anything to the contrary contained in the Debentures of the Fifty-Second Series, this certificate or the Indenture, the Company shall, if a Guarantor Event shall occur and be continuing, redeem all of the Outstanding Debentures of the Fifty-Second Series within sixty (60) days after the occurrence of such Guarantor Event (the "**Mandatory Redemption**") at a Redemption Price specified below unless, within thirty (30) days after the occurrence of such Guarantor Event, S&P Global Ratings, a division of S&P Global Inc , and Moody's Investors

Service, Inc (if the Debentures of the Fifty-Second Series are then rated by those rating agencies, or, if the Debentures of the Fifty-Second Series are then rated by only one of those rating agencies, then such rating agency, or, if the Debentures of the Fifty-Second Series are not then rated by either one of those rating agencies but are then rated by one or more other nationally recognized rating agencies, then at least one of those other nationally recognized rating agencies) shall have reaffirmed in writing that, after giving effect to such Guarantor Event, the credit rating on the Debentures of the Fifty-Second Series shall be investment grade (i e , in one of the four highest categories, without regard to subcategories within such rating categories, of such rating agency)

If the Mandatory Redemption occurs (i) prior to September 1, 2023, if the Purchase Contracts have been previously or concurrently terminated, the Redemption Price will be equal to the principal amount of each Debenture of the Fifty-Second Series, (ii) prior to September 1, 2023, if the Purchase Contracts have not been so previously or concurrently terminated, the Redemption Price will be equal to the Redemption Amount for each Debenture of the Fifty-Second Series and such Redemption Price payable with respect to the Debentures of the Fifty-Second Series that are a component of the Corporate Units at the time of the Mandatory Redemption will be distributed to the Collateral Agent as described in *Paragraph 7* with respect to the Special Event Redemption, or (iii) on or after September 1, 2023, the Redemption Price will be equal to the principal amount of each Debenture of the Fifty-Second Series, in each case, together with accrued and unpaid interest, if any, to, but excluding, the Mandatory Redemption Date

12 With respect to the Debentures of the Fifty-Second Series, each of the following events shall be an additional Event of Default under the Indenture

(A) the consolidation of the Guarantor with or merger of the Guarantor into any other Person, or the conveyance or other transfer or lease by the Guarantor of its properties and assets substantially as an entirety to any Person, unless

(i) the Person formed by such consolidation or into which the Guarantor is merged or the Person which acquires by conveyance or other transfer, or which leases, the properties and assets of the Guarantor substantially as an entirety shall be a Person organized and existing under the laws of the U S , any State thereof or the District of Columbia, and shall expressly assume the obligations of the Guarantor under the Guarantee Agreement, and

(ii) immediately after giving effect to such transaction, no Event of Default and no event which, after notice or lapse of time or both, would become an Event of Default, shall have occurred and be continuing, and

(B) the failure of the Company to redeem the Outstanding Debentures of the Fifty-Second Series if and as required by *Paragraph 11* hereof

13 If a Guarantor Event occurs and the Company is not required to redeem the Debentures of the Fifty-Second Series pursuant to *Paragraph 11* hereof, the Company will provide to the Trustee and the Holders of the Debentures of the Fifty-Second Series annual and quarterly reports containing the information that the Company would be required to file with the Securities and Exchange Commission under Section 13 or Section 15(d) of the Securities Exchange Act of 1934 if it were subject to the reporting requirements of either of those Sections, *provided*, that if the Company is, at that time, subject

to the reporting requirements of either of those Sections, the filing of annual and quarterly reports with the Securities and Exchange Commission pursuant to either of those Sections will satisfy the foregoing requirement The provision of such reports and information to the Trustee shall be for informational purposes only and the Trustee's receipt or deemed receipt of such shall not constitute constructive notice of any information contained therein or determinable from information contained therein, including the Company's compliance with any of its covenants under the Indenture

14 The Debentures of the Fifty-Second Series that are a component of the Corporate Units will be issued in certificated form, will be in denominations of $1,000 and integral multiples of $1,000, without coupons, *provided, however*, that upon release by the Collateral Agent of Debentures of the Fifty-Second Series underlying the Applicable Ownership Interests in Debentures of the Fifty-Second Series pledged to secure the Corporate Units holders' obligations under the related Purchase Contracts (other than any release of the Debentures of the Fifty-Second Series in connection with the creation of Treasury Units, an Early Settlement, a Fundamental Change Early Settlement, or a Remarketing) the Debentures of the Fifty-Second Series will be issuable in denominations of $50 principal amount and integral multiples thereof

15 The Company reserves the right to require legends on Debentures of the Fifty-Second Series as it may determine are necessary to ensure compliance with the securities laws of the United States and the states therein and any other applicable laws

16 No service charge shall be made for the registration of transfer or exchange of the Debentures of the Fifty-Second Series, *provided, however*, that the Company may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with such exchange or transfer

17 The Debentures of the Fifty-Second Series shall have such other terms and provisions as are provided in the form set forth as *Exhibit A* hereto

18 The undersigned has read all of the covenants and conditions contained in the Indenture relating to the issuance of the Debentures of the Fifty-Second Series and the definitions in the Indenture relating thereto and in respect of which this certificate is made

19 The statements contained in this certificate are based upon the familiarity of the undersigned with the Indenture, the documents accompanying this certificate, and upon discussions by the undersigned with officers and employees of the Company familiar with the matters set forth herein

20 In the opinion of the undersigned, he or she has made such examination or investigation as is necessary to enable him or her to express an informed opinion as to whether or not such covenants and conditions have been complied with

21 In the opinion of the undersigned, such conditions and covenants and conditions precedent, if any (including any covenants compliance with which constitutes a condition precedent), to the authentication and delivery of the Debentures of the Fifty-Second Series requested in the accompanying Company Order No 49 have been complied with

IN WITNESS WHEREOF, I have executed this Officer's Certificate on behalf of the Company this 18th day of September, 2020 in Park City, Utah

**PAUL I. CUTLER**
Paul I Cutler
Vice President and Treasurer

**Defined Terms**

"**Accounting Event**" shall have the meaning set forth in *Paragraph 7*

"**Applicable Ownership Interest in Debentures of the Fifty-Second Series**" means a 5% undivided beneficial ownership interest in $1,000 principal amount of Debentures of the Fifty-Second Series that is a component of a Corporate Unit, and "**Applicable Ownership Interests in Debentures of the Fifty-Second Series**" means the aggregate of each Applicable Ownership Interest in Debentures of the Fifty-Second Series that is a component of all Corporate Units then outstanding

"**Collateral Agent**" shall have the meaning set forth in *Paragraph 7*

"**Common Stock**" shall have the meaning set forth in *Paragraph 3*

"**Company**" shall have the meaning set forth in the first paragraph

"**Contract Adjustment Payments**" shall have the meaning specified in the Purchase Contract Agreement

"**Contract Settlement Price**" shall have the meaning set forth in *Paragraph 3*

"**Corporate Units**" shall have the meaning specified in the Purchase Contract Agreement

"**Custodial Agent**" shall have the meaning set forth in *Paragraph 7*

"**Debentures of the Fifty-Second Series**" shall have the meaning set forth in *Paragraph 1*

"**Depositary**" means a clearing agency registered under Section 17A of the Securities Exchange Act of 1934, as amended, that is designated to act as Depositary for the Corporate Units, Treasury Units and Separate Debentures pursuant to the Purchase Contract Agreement

"**DTC**" shall have the meaning set forth in *Paragraph 9*

"**Early Settlement**" shall have the meaning specified in the Purchase Contract Agreement

"**Failed Remarketing**" will occur if, in spite of using their commercially reasonable efforts, the Remarketing Agents cannot remarket the

(i) Pledged Debentures of the Fifty-Second Series and

(ii) the Separate Debentures of the Fifty-Second Series, if any, the Holders of which have elected to participate in such Remarketing,

(a) during any Three-Day Remarketing Period during the Period for Early Remarketing at a price not less than 100% of the sum of the Remarketing Treasury Portfolio Purchase Price plus the Separate Debentures Purchase Price, (b) during the Final Three-Day Remarketing Period at a price not less than 100% of the aggregate principal amount of the Debentures of the Fifty-Second

Series being remarketed, or (c) because a condition precedent set forth in the Purchase Contract Agreement is not fulfilled

"**Final Remarketing Date**" shall mean the third Business Day immediately preceding September 1, 2023

"**Final Three-Day Remarketing Period**" shall mean the Three-Day Remarketing Period beginning on and including the fifth Business Day, and ending on and including the third Business Day, prior to September 1, 2023

"**Fundamental Change Early Settlement**" shall have the meaning specified in the Purchase Contract Agreement

"**Guarantee Agreement**" shall have the meaning set forth in *Paragraph 11*

"**Guarantor**" shall have the meaning set forth in *Paragraph 11*

"**Guarantor Events**" shall have the meaning set forth in *Paragraph 11*

"**Indenture**" shall have the meaning set forth in the first paragraph

"**Interest Payment Dates**" shall have the meaning set forth in *Paragraph 3*

"**Interest Rate**" shall have the meaning set forth in *Paragraph 3*

"**Mandatory Redemption**" shall have the meaning set forth in *Paragraph 11*

"**Mandatory Redemption Date**" shall have the meaning set forth in *Paragraph 7*

"**Mandatory Redemption Treasury Portfolio Purchase Price**" shall have the meaning set forth in *Paragraph 7*

"**Minimum Price**" shall have the meaning set forth in *Paragraph 3*

"**NextEra Energy**" shall mean NextEra Energy, Inc., a Florida corporation

"**Period for Early Remarketing**" shall mean the period beginning on and including the fifth Business Day prior to March 1, 2023 and ending on and including the ninth Business Day preceding September 1, 2023

"**Pledge Agreement**" shall have the meaning set forth in *Paragraph 7*

"**Pledged Debentures of the Fifty-Second Series**" shall mean Applicable Ownership Interests in Debentures of the Fifty-Second Series from time to time credited to the Collateral Account and not then released from the lien and security interest in the Collateral created by the Pledge Agreement

"**Purchase Contract**" shall have the meaning specified in the Purchase Contract Agreement

"**Purchase Contract Agent**" shall have the meaning set forth in *Paragraph 3*

"**Purchase Contract Agreement**" shall have the meaning set forth in *Paragraph 9*

"**Purchase Contract Settlement Date**" shall mean September 1, 2023

"**Put Price**" shall mean price for each Debenture of the Fifty-Second Series equal to the principal amount thereof, plus accrued and unpaid interest, if any, to, but excluding, the Purchase Contract Settlement Date

"**Put Right**" shall have the meaning set forth in *Paragraph 8*

"**Quarterly Interest Payment Date**" shall have the meaning set forth in *Paragraph 3*

"**Quotation Agent**" shall have the meaning set forth in *Paragraph 3*

"**Redemption Amount**" shall have the meaning set forth in *Paragraph 7*

"**Regular Record Date**" shall have the meaning set forth in *Paragraph 5*

"**Remarketed Debentures of the Fifty-Second Series**" shall have the meaning set forth in *Paragraph 3*

"**Remarketing**" means the remarketing of the Debentures of the Fifty-Second Series pursuant to the Remarketing Agreement during a Three-Day Remarketing Period

"**Remarketing Agents**" shall have the meaning set forth in *Paragraph 3*

"**Remarketing Agreement**" shall have the meaning set forth in *Paragraph 3*

"**Remarketing Announcement**" shall have the meaning set forth in *Paragraph 3*

"**Remarketing Announcement Date**" shall have the meaning set forth in *Paragraph 3*

"**Remarketing Dates**" shall mean one or more Business Days during the period beginning on the fifth Business Day immediately preceding March 1, 2023 and ending on the third Business Day immediately preceding September 1, 2023 selected by the Company as a date on which the Remarketing Agents shall, in accordance with the terms of the Remarketing Agreement, remarket the Debentures of the Fifty-Second Series

"**Remarketing Fee**" shall mean (a) in connection with a Successful Remarketing during the Period for Early Remarketing, the amount that may be deducted from any portion of the proceeds from the Remarketing that is in excess of the sum of the Remarketing Treasury Portfolio Purchase Price and the aggregate Separate Debentures Purchase Price equal to 25 basis points (0.25%) of the sum of the Remarketing Treasury Portfolio Purchase Price and the Separate Debentures Purchase Price, or (b) in connection with a Successful Remarketing during the Final Three-Day Remarketing Period, the amount that may be deducted from any portion of the proceeds from the Remarketing that is in excess of the aggregate principal amount of the Remarketed Debentures of the Fifty-Second Series equal to 25 basis points (0.25%) of the aggregate principal amount of the Remarketed Debentures of the Fifty-Second Series

"**Remarketing Per Debenture of the Fifty-Second Series Price**" means an amount equal to the Remarketing Treasury Portfolio Purchase Price divided by the number of the Debentures of the Fifty-Second Series that are a component of Corporate Units remarketed on any Successful Remarketing Date during the Period for Early Remarketing

"**Remarketing Price**" shall have the meaning set forth in *Paragraph 3*

"**Remarketing Treasury Portfolio**" shall have the meaning set forth in *Paragraph 3*

"**Remarketing Treasury Portfolio Purchase Price**" shall have the meaning set forth in *Paragraph 3*

"**Reset Effective Date**" shall have the meaning set forth in *Paragraph 3*

"**Reset Rate**" shall have the meaning set forth in *Paragraph 4*

"**SAS**" shall have the meaning set forth in *Paragraph 7*

"**Separate Debentures of the Fifty-Second Series**" means Debentures of the Fifty-Second Series that are not a component of Corporate Units

"**Separate Debentures Purchase Price**" means the amount in cash equal to the product of the Remarketing Per Debenture of the Fifty-Second Series Price multiplied by the number of Separate Debentures of the Fifty-Second Series remarketed in a Remarketing during the Period for Early Remarketing

"**Special Event**" shall have the meaning set forth in *Paragraph 7*

"**Special Event Redemption**" shall have the meaning set forth in *Paragraph 7*

"**Special Event Redemption Date**" shall have the meaning set forth in *Paragraph 7*

"**Special Event Treasury Portfolio**" shall have the meaning set forth in *Paragraph 7*

"**Special Event Treasury Portfolio Purchase Price**" shall have the meaning set forth in *Paragraph 7*

"**Stated Maturity Date**" shall have the meaning set forth in *Paragraph 2*

"**Subsequent Interest Payment Date**" shall have the meaning set forth in *Paragraph 3*

"**Successful Early Remarketing**" occurs when the Remarketing Agents are able to remarket the Pledged Debentures of the Fifty-Second Series and the Separate Debentures of the Fifty-Second Series participating in such Remarketing, if any, at a price equal to or greater than 100% of the Remarketing Treasury Portfolio Purchase Price plus the Separate Debentures Purchase Price

"**Successful Final Remarketing**" occurs when the Remarketing Agents are able to remarket the Pledged Debentures of the Fifty-Second Series and the Separate Debentures of the Fifty-Second Series participating in such Remarketing, if any, at a price equal to or greater than 100% of the aggregate principal amount of the Remarketed Debentures of the Fifty-Second Series

"**Successful Remarketing**" means a Successful Early Remarketing or a Successful Final Remarketing

"**Successful Remarketing Date**" means the Remarketing Date on which the Debentures of the Fifty-Second Series participating in such Remarketing are successfully remarketed in accordance with the provisions of the Remarketing Agreement

"**Tax Event**" shall have the meaning set forth in *Paragraph 7*

"**Three-Day Remarketing Period**" shall mean a period beginning on and including the first of three sequential Remarketing Dates and ending on and including the third of such sequential Remarketing Dates during which Debentures of the Fifty-Second Series will be remarketed in accordance with the provisions of the Remarketing Agreement

"**Treasury Unit**" shall have the meaning specified in the Purchase Contract Agreement

"**Trustee**" shall have the meaning set forth in the first paragraph

"**U.S.**" means the United States of America, its Territories, its possessions and other areas subject to its political jurisdiction

**[Unless this certificate is presented by an authorized representative of The Depository Trust Company, a limited purpose company organized under the New York Banking Law ("DTC"), to NextEra Energy Capital Holdings, Inc. or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.]**

**No._____ CUSIP No. _____**

**[FORM OF FACE OF DEBENTURE]**

**NEXTERA ENERGY CAPITAL HOLDINGS, INC.**

**SERIES L DEBENTURE DUE SEPTEMBER 1, 2025**

NEXTERA ENERGY CAPITAL HOLDINGS, INC , a corporation duly organized and existing under the laws of the State of Florida (herein referred to as the "**Company**", which term includes any successor Person under the Indenture (as defined below)), for value received, hereby promises to pay to

, or registered assigns, the principal sum of _____ Dollars, as set forth on *Schedule I* hereto, on the Stated Maturity Date, and to pay interest on said principal amount from September 18, 2020, or from the most recent Interest Payment Date to which interest has either been paid or duly provided for, quarterly in arrears on March 1, June 1, September 1 and December 1 of each year (each a "**Quarterly Interest Payment Date**"), commencing December 1, 2020, at the rate of 0 509% per annum to, but excluding, the Reset Effective Date, if any, and thereafter semi-annually in arrears on the Subsequent Interest Payment Dates (together with the Quarterly Interest Payment Dates and the Reset Effective Date, the "**Interest Payment Dates**") at the Reset Rate, in each case on the basis of a 360-day year consisting of twelve 30-day months, until the principal hereof is paid or duly provided for or made available for payment, and (to the extent that the payment of such interest shall be legally enforceable) to pay interest, compounded quarterly, at the rate of 0 509% per annum on any overdue principal and payment of interest to, but excluding, the Reset Effective Date, if any, and thereafter, compounded semi-annually, at the Reset Rate, if any Interest on the Securities of this series will accrue from and including September 18, 2020, to, but excluding, the first Interest Payment Date, and thereafter will accrue from and including the last Interest Payment Date to which interest has been paid or duly provided for

No interest will accrue on the Securities of this series with respect to the day on which the Securities of this series mature In the event that an Interest Payment Date is not a Business Day, then payment of interest payable on such date will be made on the next succeeding day which is a Business Day (and without any interest or other payment in respect of such delay), except that, if such Business Day is in the next succeeding calendar year, then such payment shall be made on the immediately preceding Business Day, in each case, with the same force and effect as if made on the Interest Payment Date The interest so payable, and punctually paid or duly provided for, on an Interest Payment Date will, as provided in the Indenture referred to on the reverse of this Security (the "**Indenture**"), be payable to the Person in whose name this Security, or any Predecessor Security, is registered at the close of business on the "**Regular Record Date**" for such interest installment, which (a) as long as all of the Securities of

this series remain in certificated form and are held by the Purchase Contract Agent or are held by a securities depository in book-entry only form, will be one Business Day prior to the corresponding Interest Payment Date, or (b) if the Securities of this series are in certificated form, but all are not held by the Purchase Contract Agent, or are not held by a securities depository in book-entry only form, will be at least one Business Day but not more than sixty (60) Business Days prior to such corresponding Interest Payment Date, as selected by the Company, *provided* that, unless the Purchase Contracts described in the Purchase Contract Agreement have been terminated, such Regular Record Date must be the same as the record date for payment of distributions and Contract Adjustment Payments for the Corporate Units described in the Purchase Contract Agreement, and *provided further* that interest payable on the Stated Maturity Date will be paid to the same Person to whom the associated principal is to be paid Any such interest not punctually paid or duly provided for will forthwith cease to be payable to the Person who is the Holder of this Security on such Regular Record Date and may be paid to the Person in whose name this Security, or any Predecessor Security, is registered at the close of business on a Special Record Date to be fixed by the Trustee for the payment of such Defaulted Interest, notice of which shall be given to Holders of Securities of this series not less than ten (10) days prior to such Special Record Date, or may be paid at any time in any other lawful manner not inconsistent with the requirements of any securities exchange on which the Securities of this series may be listed, and upon such notice as may be required by such exchange, all as more fully provided in the Indenture

Payment of the principal of (and premium, if any) and interest on this Security will be made at the office or agency of the Company maintained for that purpose in New York City, the State of New York in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts, *provided, however,* that, at the option of the Company, interest on this Security may be paid by check mailed to the address of the Person entitled thereto, as such address shall appear on the Security Register or by a wire transfer to an account designated by the Person entitled thereto

Reference is hereby made to the further provisions of this Security set forth on the reverse of this Security, which further provisions shall for all purposes have the same effect as if set forth at this place (All capitalized terms used in this Security which are not defined herein, including the reverse of this Security, but which are defined in the Indenture or in the Officer's Certificate shall have the meanings specified in the Indenture or in the Officer's Certificate )

Unless the certificate of authentication hereon has been executed by the Trustee referred to on the reverse of this Security by manual signature, this Security shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose

IN WITNESS WHEREOF, the Company has caused this instrument to be duly executed in

NEXTERA ENERGY CAPITAL HOLDINGS, INC

By _____

[FORM OF CERTIFICATE OF AUTHENTICATION]

**CERTIFICATE OF AUTHENTICATION**

Dated

This is one of the Securities of the series designated therein referred to in the within-mentioned Indenture

THE BANK OF NEW YORK MELLON, as Trustee

By _____
Authorized Signatory

**[FORM OF REVERSE OF DEBENTURE]**

This Security is one of a duly authorized issue of securities of the Company (herein called the "**Securities**"), issued and to be issued in one or more series under an Indenture (For Unsecured Debt Securities), dated as of June 1, 1999 (herein, together with any amendments thereto, called the "**Indenture**", which term shall have the meaning assigned to it in such instrument), between the Company and The Bank of New York Mellon, as Trustee (herein called the "**Trustee**", which term includes any successor trustee under the Indenture), and reference is hereby made to the Indenture, including the Board Resolutions and Officer's Certificate filed with the Trustee on September 18, 2020, creating the series designated on the face hereof (herein called the "**Officer's Certificate**"), for a statement of the respective rights, limitations of rights, duties and immunities thereunder of the Company, the Trustee and the Holders of the Securities of this series and of the terms upon which the Securities of this series are, and are to be, authenticated and delivered This Security is one of the series designated on the face hereof

Unless an earlier Special Event Redemption or Mandatory Redemption has occurred, this Security shall mature and the principal amount thereof shall be due and payable together with all accrued and unpaid interest thereon on the Stated Maturity Date The "**Stated Maturity Date**" shall mean September 1, 2025

If a Special Event shall occur and be continuing, the Company may, at its option, redeem the Securities of this series in whole, but not in part, at any time, at a price per Security equal to the Redemption Price as set forth in the Officer's Certificate

If this Security is not a component of Corporate Units, the Holder of this Security may, on or prior to the second Business Day, but no earlier than the fifth Business Day, immediately preceding the first Remarketing Date of any Three-Day Remarketing Period, elect to have this Security remarketed, by delivering this Security, along with a notice of such election to Deutsche Bank Trust Company Americas, as Collateral Agent and Custodial Agent, for Remarketing in accordance with the Pledge Agreement dated as of September 1, 2020 between NextEra Energy, The Bank of New York Mellon and Deutsche Bank Trust Company Americas, as Collateral Agent, Custodial Agent and Securities Intermediary

The Securities of this series are subject to a put right (the "**Put Right**") in the following circumstances

(A) If there has not been a Successful Remarketing prior to the Purchase Contract Settlement Date, each Holder of Securities of this series that are not part of a Corporate Unit may exercise its Put Right by providing written notice at least two Business Days prior to the Purchase Contract Settlement Date, all as more fully described in the Officer's Certificate The Put Price will be paid to such Holder on the Purchase Contract Settlement Date The "**Put Price**" will be equal to the principal amount of such Securities, plus accrued and unpaid interest, if any, to, but excluding, the Purchase Contract Settlement Date

(B) If there has not been a Successful Remarketing prior to the Purchase Contract Settlement Date, each Holder of a 5% undivided beneficial ownership interest in $1,000 principal amount of Securities that is a component of a Corporate Unit (the "**Applicable Ownership Interest in Securities**") will be deemed to have automatically exercised its Put Right, upon a Failed Remarketing during the Final Three-Day Remarketing Period, unless, on the second Business Day immediately prior to the Purchase Contract Settlement Date, such Holder provides written notice to the Purchase Contract Agent of its intention to settle the related Purchase Contracts with separate cash and, on or prior to the Business Day immediately preceding the Purchase Contract Settlement Date, delivers to the Collateral Agent $50 in cash per each of such Holder's related Purchase Contracts As described in the Purchase Contract Agreement, each Holder of an Applicable Ownership Interest in Securities who has not settled the related Purchase

Contracts with separate cash will be deemed to have elected to apply a portion of the Put Price equal to the principal amount of such Holder's Applicable Ownership Interest in Securities against such Holder's obligations to NextEra Energy under the related Purchase Contracts, thereby satisfying such obligations in full, and NextEra Energy will deliver to such Holder its common stock, $0 01 par value, issued in accordance with each related Purchase Contract Any amount of the Put Price remaining following settlement of each such Purchase Contract will be delivered to the Purchase Contract Agent for the benefit of such Holder

The Put Right of a Holder of the Securities of this series that are not part of a Corporate Unit shall only be exercisable upon delivery to the Company, on or prior to 5 00 p m , New York City time, on the second Business Day immediately preceding the Purchase Contract Settlement Date, at the offices of the agency of the Company in New York City, the Securities of this series to be repaid with the form entitled "Option to Elect Repayment" on the reverse of or otherwise accompanying such Securities duly completed Any such notice received by the Company shall be irrevocable All questions as to the validity, eligibility (including time of receipt) and acceptance of the Securities of this series for repurchase shall be determined by the Company, whose determination shall be final and binding The payment of the Put Price in respect of such Securities of this series shall be made, either through the Trustee or the Company acting as Paying Agent on the Purchase Contract Settlement Date

The Securities of this series will be absolutely, irrevocably and unconditionally guaranteed as to payment of principal, interest and premium, if any, by NextEra Energy, as Guarantor (the "**Guarantor**"), pursuant to a Guarantee Agreement, dated as of June 1, 1999, between the Guarantor and The Bank of New York Mellon (as Guarantee Trustee) (the "**Guarantee Agreement**") The following shall constitute "Guarantor Events" with respect to the Securities of this series

(A) the failure of the Guarantee Agreement to be in full force and effect,

(B) the entry by a court having jurisdiction with respect to the Guarantor of (i) a decree or order for relief in respect of the Guarantor in an involuntary case or proceeding under any applicable Federal or State bankruptcy, insolvency or other similar law or (ii) a decree or order adjudging the Guarantor bankrupt or insolvent, or approving as properly filed a petition by one or more entities other than the Guarantor seeking reorganization, arrangement, adjustment or composition of or in respect of the Guarantor under any applicable Federal or State bankruptcy, insolvency or other similar law, or appointing a custodian, receiver, liquidator, assignee, trustee, sequestrator or other similar official for the Guarantor or for any substantial part of its property, or ordering the winding up or liquidation of its affairs, and any such decree or order for relief or any such other decree or order shall have remained unstayed and in effect for a period of ninety (90) consecutive days, or

(C) the commencement by the Guarantor of a voluntary case or proceeding under any applicable Federal or State bankruptcy, insolvency or other similar law or of any other case or proceeding seeking for the Guarantor to be adjudicated bankrupt or insolvent, or the consent by the Guarantor to the entry of a decree or order for relief in respect of itself in a case or proceeding under any applicable Federal or State bankruptcy, insolvency or other similar law or to the commencement of any bankruptcy or insolvency case or proceeding against the Guarantor, or the filing by the Guarantor of a petition or answer or consent seeking reorganization or relief under any applicable Federal or State bankruptcy, insolvency or other similar law, or the consent by the Guarantor to the filing of such petition or to the appointment of or taking possession by a custodian, receiver, liquidator, assignee, trustee, sequestrator or similar official of the Guarantor or of any substantial part of its property, or the making by the Guarantor of an assignment for the benefit of creditors, or the admission by the Guarantor in writing of its inability to pay its debts generally as they become due, or the authorization of such action by the Board of Directors of the Guarantor

Notwithstanding anything to the contrary contained in the Securities of this series, the Officer's Certificate dated September 18, 2020 creating the Securities of this series, or the Indenture, the Company shall, if a Guarantor Event shall occur and be continuing, redeem all of the Outstanding Securities of this series within sixty (60) days after the occurrence of such Guarantor Event (the "**Mandatory Redemption**") at a Redemption Price specified below unless, within thirty (30) days after the occurrence of such Guarantor Event, S&P Global Ratings, a division of S&P Global Inc., and Moody's Investors Service, Inc. (if the Securities of this series are then rated by those rating agencies, or, if the Securities of this series are then rated by only one of those rating agencies, then such rating agency, or, if the Securities of this series are not then rated by either one of those rating agencies but are then rated by one or more other nationally recognized rating agencies, then at least one of those other nationally recognized rating agencies) shall have reaffirmed in writing that, after giving effect to such Guarantor Event, the credit rating on the Securities of this series shall be investment grade (i.e., in one of the four highest categories, without regard to subcategories within such rating categories, of such rating agency)

If the Mandatory Redemption occurs (i) prior to September 1, 2023 and if the Purchase Contracts have been previously or concurrently terminated, the Redemption Price for each Security of this series will be equal to the principal amount of such Security, (ii) prior to September 1, 2023, if the Purchase Contracts have not been so previously or concurrently terminated, the Redemption Price will be equal to the Redemption Amount for each Security of this series and such Redemption Price payable with respect to such Security that is a component of the Corporate Units at the time of the Mandatory Redemption will be distributed to the Collateral Agent on the date of Mandatory Redemption in exchange for each Security of this series pledged to the Collateral Agent, as provided in the Officer's Certificate, or (iii) on or after September 1, 2023, the Redemption Price will be equal to the principal amount of each Security, in each case, together with accrued and unpaid interest, if any, to, but excluding, the date of Mandatory Redemption

If a Guarantor Event occurs and the Company is not required to redeem the Securities of this series pursuant to the preceding paragraph, the Company will provide to the Trustee and the Holders of the Securities of this series annual and quarterly reports containing the information that the Company would be required to file with the Securities and Exchange Commission under Section 13 or Section 15(d) of the Securities Exchange Act of 1934 if it were subject to the reporting requirements of either of those Sections, *provided*, that if the Company is, at that time, subject to the reporting requirements of either of those Sections, the filing of annual and quarterly reports with the Securities and Exchange Commission pursuant to either of those Sections will satisfy the foregoing requirement

The Indenture contains provisions for defeasance at any time of the entire indebtedness of this Security upon compliance with certain conditions set forth in the Indenture, including the Officer's Certificate described above

If an Event of Default with respect to Securities of this series shall occur and be continuing, the principal of and interest on the Securities of this series may be declared due and payable in the manner and with the effect provided in the Indenture

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the Company and the rights of the Holders of the Securities of each series to be affected by such amendment to the Indenture at any time by the Company and the Trustee with the consent of the Holders of a majority in principal amount of the Securities at the time Outstanding of all series to be thus affected. The Indenture also contains provisions permitting the Holders of specified percentages in principal amount of the Securities of each series at the time Outstanding, on behalf of the Holders of all Securities of such series, to waive compliance by the Company with certain provisions of the Indenture and certain past defaults under the Indenture and their consequences. Any such consent or waiver by Holders of the specified percentages in principal amount of the Securities of this series shall be conclusive and binding upon all current and future Holders of this Security and of any Security issued upon the registration of transfer hereof or in exchange herefor or in lieu hereof, whether or not notation of such consent or waiver is made upon this Security

As provided in and subject to the provisions of the Indenture, the Holder of this Security shall not have the right to institute any proceeding with respect to the Indenture or for the appointment of a receiver or trustee or for any other remedy thereunder, unless such Holder shall have previously given the Trustee written notice of a continuing Event of Default with respect to the Securities of this series, the Holders of a majority in aggregate principal amount of the Securities of all series at the time Outstanding in respect of which an Event of Default shall have occurred and be continuing shall have made written request to the Trustee to institute proceedings in respect of such Event of Default as Trustee and offered the Trustee reasonable indemnity, and the Trustee shall not have received from the Holders of a majority in aggregate principal amount of Securities of all series at the time Outstanding in respect of which an Event of Default shall have occurred and be continuing a direction inconsistent with such request, and shall have failed to institute any such proceeding, for sixty (60) days after receipt of such notice, request and offer of indemnity The foregoing shall not apply to any suit instituted by the Holder of this Security for the enforcement of any payment of principal hereof or any premium or interest hereon on or after the respective due dates expressed herein

No reference herein to the Indenture and no provision of this Security or of the Indenture shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of and any premium and interest on this Security at the times, place and rate, and in the coin or currency, herein prescribed

The Securities of this series are issuable only in registered form without coupons in denominations of $1,000 and integral multiples thereof, except as provided for in the Officer's Certificate As provided in the Indenture and subject to certain limitations therein set forth and set forth in the Officer's Certificate, Securities of this series are exchangeable for a like aggregate principal amount of Securities of this series and of like tenor and of authorized denominations, as requested by the Holder surrendering the same

No service charge shall be made for any such registration of transfer or exchange, but the Company may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection therewith

The Company, the Trustee and any agent of the Company or the Trustee may treat the Person in whose name this Security is registered as the absolute owner hereof for all purposes, whether or not this Security be overdue, and none of the Company, the Trustee or any such agent shall be affected by notice to the contrary

SCHEDULE I

The initial amount of the Securities evidenced by this certificate is $_____,

CHANGES TO PRINCIPAL AMOUNT OF SECURITIES EVIDENCED BY THIS CERTIFICATE

| Date | Amount of decrease in principal amount of this Security | Amount of increase in principal amount of this Security | Principal amount of this Security following such decrease or increase | Signature of authorized signatory of Trustee or Security Registrar |
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OPTION TO ELECT REPAYMENT

The undersigned hereby irrevocably requests and instructs the Company to repay $_____ principal amount of the within Security, pursuant to its terms, on the "Purchase Contract Settlement Date," together with any interest thereon accrued but unpaid to, but excluding, the date of repayment, to the undersigned at

(Please print or type name and address of the undersigned)

and to issue to the undersigned, pursuant to the terms of the Security, a new Security or Securities representing the remaining aggregate principal amount of this Security

For this Option to Elect Repayment to be effective, this Security with the Option to Elect Repayment duly completed must be received by the Company at the offices of its agency in New York City, no later than 5 00 p m , New York City time, on the second Business Day prior to September 1, 2023

Dated

Signature __

Signature Guarantee __

Note The signature to this Option to Elect Repayment must correspond with the name as written upon the face of the within Security without alternation or enlargement or any change whatsoever

SIGNATURE GUARANTEE

Signatures must be guaranteed by an "eligible guarantor institution" meeting the requirements of the Registrar, which requirements include membership or participation in the Securities Transfer Agents Medallion Program ("**STAMP**") or such other "signature guarantee program" as may be determined by the Registrar in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934, as amended

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned assigns and transfers this Series L Debenture due September 1, 2025 to

__

__

(Insert assignee's social security or tax identification number)

__

__

(Insert address and zip code of assignee)

and irrevocably appoints

__

__

__

agent to transfer this Security on the books of the Security Register The agent may substitute another to act for him or her

Date __

Signature __

Signature Guarantee __

(Sign exactly as your name appears on the other side of this Security)

SIGNATURE GUARANTEE

Signatures must be guaranteed by an "eligible guarantor institution" meeting the requirements of the Registrar, which requirements include membership or participation in the Securities Transfer Agents Medallion Program ("**STAMP**") or such other "signature guarantee program" as may be determined by the Registrar in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934, as amended

**Exhibit 22**

**GUARANTEED SECURITIES**

Pursuant to Item 601(b)(22) of Regulation S-K, set forth below are securities issued by NextEra Energy Capital Holdings, Inc. (Issuer) and guaranteed by NextEra Energy, Inc. (Guarantor)

| Issued under the Indenture (For Unsecured Debt Securities), dated as of June 1, 1999 |
|---|
| 4.50% Debentures, Series due June 1, 2021 |
| 3.625% Debentures, Series due June 15, 2023 |
| Series I Debentures due September 1, 2021 |
| 3.55% Debentures, Series due May 1, 2027 |
| 2.80% Debentures, Series due January 15, 2023 |
| Floating Rate Debentures, Series due May 4, 2021 |
| Floating Rate Debentures, Series due August 28, 2021 |
| 3.20% Debentures, Series due February 25, 2022 |
| Floating Rate Debentures, Series due February 25, 2022 |
| 3.30% Debentures, Series due August 15, 2022 |
| 2.90% Debentures, Series due April 1, 2022 |
| 3.15% Debentures, Series due April 1, 2024 |
| 3.25% Debentures, Series due April 1, 2026 |
| 3.50% Debentures, Series due April 1, 2029 |
| Series J Debentures due September 1, 2024 |
| 2.75% Debentures, Series due November 1, 2029 |
| 1.95% Debentures, Series due September 1, 2022 |
| Series K Debentures due March 1, 2025 |
| 2.75% Debentures, Series due May 1, 2025 |
| 2.25% Debentures, Series due June 1, 2030 |
| Series L Debentures, Series due September 1, 2025 |

| Issued under the Indenture (For Unsecured Subordinated Debt Securities), dated as of June 1, 2006 |
|---|
| Series B Enhanced Junior Subordinated Debentures due 2066 |
| Series C Junior Subordinated Debentures due 2067 |
| Series I Junior Subordinated Debentures due November 15, 2072 |
| Series J Junior Subordinated Debentures due January 15, 2073 |
| Series K Junior Subordinated Debentures due June 1, 2076 |
| Series L Junior Subordinated Debentures due September 29, 2057 |
| Series M Junior Subordinated Debentures due December 1, 2077 |
| Series N Junior Subordinated Debentures due March 1, 2079 |
| Series O Junior Subordinated Debentures due May 1, 2079 |

**Exhibit 31(a)**

## Rule 13a-14(a)/15d-14(a) Certification

I, James L Robo, certify that

1 I have reviewed this Form 10-Q for the quarterly period ended September 30, 2020 of NextEra Energy, Inc (the registrant),

2 Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report,

3 Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report,

4 The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have

(a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared,

(b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles,

(c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation, and

(d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting, and

5 The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions)

(a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information and

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting

Date October 23 2020

**JAMES L. ROBO**

James L Robo
Chairman, President and Chief Executive Officer
of NextEra Energy, Inc

**Exhibit 31(b)**

## Rule 13a-14(a)/15d-14(a) Certification

I, Rebecca J Kujawa, certify that

1 I have reviewed this Form 10-Q for the quarterly period ended September 30, 2020 of NextEra Energy, Inc (the registrant),

2 Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report,

3 Based on my knowledge, the financial statements, and other financial information included in this report fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report,

4 The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have

(a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared,

(b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles,

(c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation, and

(d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting, and

5 The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions)

(a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information, and

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting

Date October 23, 2020

**REBECCA J KUJAWA**

Rebecca J Kujawa
Executive Vice President, Finance and
Chief Financial Officer
of NextEra Energy, Inc

**Exhibit 31(c)**

## Rule 13a-14(a)/15d-14(a) Certification

I, Eric E Silagy, certify that

1 I have reviewed this Form 10-Q for the quarterly period ended September 30, 2020 of Florida Power & Light Company (the registrant),

2 Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report,

3 Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report,

4 The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have

(a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared,

(b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles,

(c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation, and

(d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting, and

5 The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions)

(a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information, and

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting

Date October 23, 2020

**ERIC E SILAGY**

Eric E Silagy
President and Chief Executive Officer
of Florida Power & Light Company

**Exhibit 31(d)**

## Rule 13a-14(a)/15d-14(a) Certification

I, Rebecca J Kujawa, certify that

1 I have reviewed this Form 10-Q for the quarterly period ended September 30, 2020 of Florida Power & Light Company (the registrant),

2 Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report,

3 Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report,

4 The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have

(a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared,

(b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles,

(c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation, and

(d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting, and

5 The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions)

(a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information, and

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting

Date October 23, 2020

**REBECCA J. KUJAWA**

Rebecca J Kujawa
Executive Vice President, Finance
and Chief Financial Officer
of Florida Power & Light Company

**Exhibit 32(a)**

## Section 1350 Certification

We, James L Robo and Rebecca J Kujawa, certify, pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that

(1) The Quarterly Report on Form 10-Q of NextEra Energy, Inc (the registrant) for the quarterly period ended September 30, 2020 (Report) fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the registrant

Dated October 23, 2020

**JAMES L. ROBO**

James L Robo
Chairman, President and Chief Executive Officer
of NextEra Energy, Inc

**REBECCA J. KUJAWA**

Rebecca J Kujawa
Executive Vice President, Finance and
Chief Financial Officer
of NextEra Energy, Inc

A signed original of this written statement required by Section 906 has been provided to the registrant and will be retained by the registrant and furnished to the Securities and Exchange Commission or its staff upon request

The foregoing certification is being furnished as an exhibit to the Report pursuant to Item 601(b)(32) of Regulation S-K and Section 906 of the Sarbanes-Oxley Act of 2002 and, accordingly, is not being filed with the Securities and Exchange Commission as part of the Report and is not to be incorporated by reference into any filing of the registrant under the Securities Act of 1933 or the Securities Exchange Act of 1934 (whether made before or after the date of the Report, irrespective of any general incorporation language contained in such filing)

**Exhibit 32(b)**

## Section 1350 Certification

We, Eric E Silagy and Rebecca J Kujawa, certify, pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that

(1) The Quarterly Report on Form 10-Q of Florida Power & Light Company (the registrant) for the quarterly period ended September 30, 2020 (Report) fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the registrant

Dated October 23, 2020

**ERIC E SILAGY**

Eric E Silagy
President and Chief Executive Officer
of Florida Power & Light Company

**REBECCA J. KUJAWA**

Rebecca J Kujawa
Executive Vice President, Finance
and Chief Financial Officer
of Florida Power & Light Company

A signed original of this written statement required by Section 906 has been provided to the registrant and will be retained by the registrant and furnished to the Securities and Exchange Commission or its staff upon request

The foregoing certification is being furnished as an exhibit to the Report pursuant to Item 601(b)(32) of Regulation S-K and Section 906 of the Sarbanes-Oxley Act of 2002 and accordingly, is not being filed with the Securities and Exchange Commission as part of the Report and is not to be incorporated by reference into any filing of the registrant under the Securities Act of 1933 or the Securities Exchange Act of 1934 (whether made before or after the date of the Report, irrespective of any general incorporation language contained in such filing)