

NEXTERA ENERGY CAPITAL HOLDINGS INC

Form 424B5

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**The information in this preliminary prospectus supplement is not complete and may be changed. Neither this preliminary prospectus supplement nor the accompanying prospectus is an offer to sell the securities and neither is soliciting any offer to buy the securities in any jurisdiction where the offer or sale is not permitted.**

**Subject to Completion**

**Preliminary Prospectus Supplement dated August 2, 2016**

**PROSPECTUS SUPPLEMENT**

**(To prospectus dated July 8, 2015)**

**NextEra Energy, Inc.**

**Equity Units**

**(Initially Consisting of Corporate Units)**

This is an offering of Equity Units by NextEra Energy, Inc. ( NEE ). Each Equity Unit will have a stated amount of \$50 and will consist of (1) a purchase contract issued by NEE and (2) initially a 5% undivided beneficial ownership interest in a Series I Debenture due September 1, 2021 issued in the principal amount of \$1,000 by NextEra Energy Capital Holdings, Inc. ( NEE Capital ), a wholly-owned subsidiary of NEE, which is referred to as a Corporate Unit.

The purchase contract will obligate holders of Equity Units to purchase from NEE, no later than September 1, 2019 for a price of \$50 in cash, the following number of shares of NEE common stock (subject to anti-dilution adjustments):

if the applicable market value of NEE common stock is equal to or greater than the threshold appreciation price of \$ \_\_\_\_\_, \_\_\_\_\_ shares of NEE common stock;

if the applicable market value is less than the threshold appreciation price of \$ \_\_\_\_\_, but greater than the reference price of \$ \_\_\_\_\_, a number of shares of NEE common stock having a value (based on the applicable market value) which is equal to \$50; and

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

The applicable market value of NEE common stock will be determined by reference to average closing prices of NEE common stock over the 20 consecutive trading day period ending on the third trading day prior to September 1, 2019.

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

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

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

**NEE does not intend to apply to list the Corporate Units on a securities exchange. However, if NEE is advised by the underwriters prior to issuance of the Corporate Units that the minimum distribution requirement established by the New York Stock Exchange ( NYSE ) for listing the Corporate Units has been satisfied and the underwriters request NEE to apply for listing on the NYSE, NEE will apply to list those securities on the NYSE. There can be no assurance that such requirement will be satisfied. If an application for listing is made and the Corporate Units are approved for listing, trading of the Corporate Units on the NYSE would be expected to commence within 30 days after the Corporate Units are first issued.**

**See Risk Factors beginning on page S-30 of this prospectus supplement to read about certain factors you should consider before making an investment in the Equity Units.**

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

	<b>Per Corporate Unit</b>	<b>Total</b>
Price to Public (1)	\$	\$
Underwriting Discount	\$	\$
Proceeds to NEE Capital (before expenses)	\$	\$

(1) Plus accrued interest and accumulated contract adjustment payments from August , 2016, if settlement occurs after that date. The accrued interest and accumulated contract adjustment payments must be paid by the purchasers if settlement occurs after that date.

The Corporate Units are expected to be delivered in book-entry only form through The Depository Trust Company for the accounts of its participants, including Clearstream Banking, société anonyme, and/or Euroclear Bank S.A./N.V., as operator of the Euroclear System, against payment in New York, New York on or about August , 2016.

**Goldman, Sachs & Co.**

**Credit Suisse**

**Mizuho Securities**

**The date of this prospectus supplement is August , 2016.**

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You should rely only on the information incorporated by reference or provided in this prospectus supplement and in the accompanying prospectus and in any written communication from NEE, NEE Capital or the underwriters specifying the final terms of the offering. None of NEE, NEE Capital or the underwriters have authorized anyone else to provide you with additional or different information. None of NEE, NEE Capital or the underwriters are making an offer of the Corporate Units in any jurisdiction where the offer is not permitted. You should not assume that the information in this prospectus supplement or in the accompanying prospectus is accurate as of any date other than the date on the front of those documents or that the information incorporated by reference is accurate as of any date other than the date of the document incorporated by reference.

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**PROSPECTUS SUPPLEMENT SUMMARY**

*You should read the following summary in conjunction with the more detailed information incorporated by reference or provided in this prospectus supplement or in the accompanying prospectus. This prospectus supplement and the accompanying prospectus contain forward-looking statements (as that term is defined in the Private Securities Litigation Reform Act of 1995). Forward-looking statements should be read with the cautionary statements in the accompanying prospectus under the heading *Forward-Looking Statements* and the important factors discussed in this prospectus supplement and in the incorporated documents. To the extent the following information is inconsistent with the information in the accompanying prospectus, you should rely on the following information. You should pay special attention to the *Risk Factors* section beginning on page S-30 of this prospectus supplement to determine whether an investment in the Equity Units is appropriate for you.*

**NEE**

The information in this section supplements the information in the *NEE* section on page 3 of the accompanying prospectus.

NEE is a holding company incorporated in 1984 as a Florida corporation and conducts its operations principally through two wholly-owned subsidiaries, Florida Power & Light Company ( *FPL* ) and, indirectly through NEE Capital, NextEra Energy Resources, LLC ( *NEER* ). *FPL* is a rate-regulated electric utility engaged primarily in the generation, transmission, distribution and sale of electric energy in Florida. *NEER* produces the majority of its electricity from clean and renewable sources, including wind and solar. *NEER* also provides full energy and capacity requirements services, engages in power and gas marketing and trading activities and invests in natural gas, natural gas liquids and oil production and pipeline infrastructure assets.

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

**NEE CAPITAL**

The information in this section supplements the information in the *NEE Capital* section on page 4 of the accompanying prospectus.

NEE Capital owns and provides funding for all of NEE's operating subsidiaries other than *FPL* and its subsidiaries. NEE Capital was incorporated in 1985 as a Florida corporation and is a wholly-owned subsidiary of NEE.

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

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**RECENT DEVELOPMENTS**

Agreement to Acquire Energy Future Holdings Corp.

*Agreement and Plan of Merger*

In April 2014, Energy Future Holdings Corp. ( EFH Corp. ) and the substantial majority of its direct and indirect subsidiaries, including Energy Future Intermediate Holding Company LLC ( EFIH ), but excluding Oncor Electric Delivery Holdings Company LLC ( Oncor Holdings ), and its direct and indirect subsidiaries, filed voluntary petitions for relief ( Bankruptcy Filing ) under Chapter 11 of the United States Bankruptcy Code ( Bankruptcy Code ) in the United States Bankruptcy Court for the District of Delaware ( Bankruptcy Court ). During the pendency of the Bankruptcy Filing, EFH Corp. and its direct and indirect subsidiaries that are included in the Bankruptcy Filing are operating their businesses as debtors-in-possession under the jurisdiction of the Bankruptcy Court and in accordance with the applicable provisions of the Bankruptcy Code.

On July 29, 2016, as part of a proposed third amended plan of reorganization filed with the Bankruptcy Court for EFH Corp., EFIH and certain other EFH Corp. subsidiaries ( amended plan of reorganization ), EFH Corp. and EFIH entered into an agreement and plan of merger ( merger agreement ) with NEE and EFH Merger Co., LLC, a direct wholly owned subsidiary of NEE ( Merger Sub ). Pursuant to the merger agreement and after the reorganization of EFH Corp. ( reorganized EFH ) and EFIH ( reorganized EFIH ) under the Bankruptcy Code, reorganized EFH will be merged with and into Merger Sub, with Merger Sub continuing as the surviving company and the successor to reorganized EFH Corp. ( merger ).

As a result of the merger, Merger Sub will become the direct owner of reorganized EFIH, the direct or indirect owner of certain other former subsidiaries of EFH Corp. and, through its ownership of reorganized EFIH and reorganized EFIH's direct subsidiary, Oncor Holdings, the indirect owner of 80.03% of the outstanding equity interests of Oncor Electric Delivery Company LLC ( Oncor ).

Oncor is a regulated electric distribution and transmission business that operates the largest distribution and transmission system in Texas, providing power to more than 3.3 million electric delivery points over more than 103,000 miles of distribution and 15,000 miles of transmission lines. In addition to Oncor Holdings' ownership of 80.03% of Oncor's outstanding membership interests, Texas Transmission Investment LLC ( TTI ) owns 19.75% of Oncor's outstanding membership interests and certain members of Oncor's management team and board of directors indirectly beneficially own the remaining 0.22% of Oncor's outstanding membership interests. TTI is an entity indirectly owned by a private investment group led by OMERS Administration Corporation, acting through its infrastructure investment entity, Borealis Infrastructure Management Inc., and the Government of Singapore Investment Corporation, acting through its private equity and infrastructure arm, GIC Special Investments Pte Ltd.

The merger agreement provides that the consideration for the transaction funded by NEE will be \$9.496 billion, which will be paid primarily in cash, with the balance in shares of NEE common stock. The allocation between the cash and stock components of the consideration will be determined as provided in the merger agreement, the amount of consideration will be subject to adjustment as provided in the merger agreement and there may be a post-closing cash true up of the value of the shares of NEE common stock paid at closing. The amended plan of reorganization provides that the cash component of the consideration will be used by EFIH primarily to repay all or a portion of the amounts owed to certain of its creditors and estate professionals and that the NEE common stock component of the consideration will be used to repay a portion of amounts owed to certain EFH Corp. creditors and possibly EFIH creditors.

EFH Corp., EFIH, NEE and Merger Sub have each made customary representations, warranties and covenants in the merger agreement. The parties have also agreed to cooperate with each other to make all filings

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and obtain all consents, registrations, approvals, permits and authorizations necessary from any third party or governmental entity in connection with execution, delivery and performance of the merger agreement and the consummation of the transactions contemplated thereby. The merger agreement also prohibits EFH Corp. and EFIH from soliciting, or participating in discussions or negotiations or providing information with respect to, alternative proposals, subject to specified exceptions.

The merger agreement contains various conditions precedent to consummation of the transactions contemplated by the merger agreement, including, among others: (i) entry of an order by the Bankruptcy Court approving the merger agreement and related agreements and confirming the amended plan of reorganization with respect to the EFH /EFIH Debtors (as defined below); (ii) that the Internal Revenue Service ( IRS ) has issued and not revoked or withdrawn specified private letter rulings with respect to the transactions contemplated by the merger agreement; and (iii) that the representations and warranties of each party to the merger agreement are accurate. The conditions precedent of NEE and Merger Sub also include, but are not limited to, conditions that: (i) certain approvals and rulings be obtained that are necessary to consummate the merger, including approvals from, among others, the Public Utility Commission of Texas ( PUCT ) and the U.S. Federal Energy Regulatory Commission ( FERC ); (ii) certain members of the boards of directors of Oncor and Oncor Holdings have resigned from such boards of directors at the closing of the merger and the designees of NEE constitute the entire board of directors of Oncor Holdings and Oncor (subject to limited exceptions); (iii) the applicable waiting period under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended ( HSR Act ), has expired or terminated and (iv) the PUCT approval approves, among other things, the acquisition, directly or indirectly, of 100% of Oncor and an initial public offering of an indirect minority interest in Oncor.

NEE, Merger Sub, EFH Corp. and EFIH have certain termination rights under the merger agreement. The merger agreement may be terminated, among other reasons: (i) by NEE or EFH Corp. and EFIH (acting together), if the closing has not been consummated within 240 days of the date of the Merger Agreement (subject to a 90-day extension in certain circumstances for the continued pursuit of the PUCT, FERC or IRS approvals or rulings, as applicable, as described above); (ii) by NEE or EFH Corp. and EFIH (acting together), if the plan support agreement (described below) is terminated in accordance with its terms; or (iii) by NEE, if the Bankruptcy Court enters, or EFH Corp. or EFIH seeks from the Bankruptcy Court, an order approving any sale or other disposition of the assets of EFH Corp. or its subsidiaries or the equity interests in EFIH to any person other than NEE, Merger Sub or any of their affiliates. The merger agreement may also be terminated at any time prior to closing by mutual written consent of the parties thereto.

EFH is not prohibited from soliciting proposals from third parties prior to Bankruptcy Court approval of EFH entering into the merger agreement with NEE. In the event the merger agreement is terminated by EFH in accordance with its terms at any time after Bankruptcy Court approval of EFH entering into the merger agreement and prior to confirmation of the amended plan of reorganization because it chooses to proceed with an alternative superior transaction, and an alternative superior transaction is consummated pursuant to which neither NEE nor any of its affiliates will obtain direct or indirect ownership of 100% of Oncor Holdings and Oncor Holdings approximately 80% equity interest in Oncor, subject to Bankruptcy Court approval, EFH Corp. and EFIH, subject to the exclusion of a limited number of termination events, would be required to pay to NEE a termination fee of \$275 million ( termination fee ). In the event EFH Corp. and EFIH pay to NEE the termination fee in accordance with the merger agreement, such payment shall be the sole and exclusive remedy of NEE and Merger Sub against EFH Corp., EFIH and their respective affiliates, representatives, creditors or shareholders with respect to any breach of the merger agreement prior to termination.

Upon consummation of the merger, Merger Sub will succeed to the rights and obligations of reorganized EFH under a number of transaction agreements referred to in the amended plan of reorganization, including a tax matters agreement

and a separation agreement.

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The above description of the merger agreement has been included to provide investors with information regarding its terms. The merger agreement contains representations and warranties made by and to the parties thereto as of specific dates. The statements embodied in those representations and warranties were made for the purpose of allocating risk between the parties rather than establishing matters as facts and are subject to qualifications and limitations agreed upon by the parties in connection with negotiating the terms of the merger agreement. In addition, certain representations and warranties were made as of a specified date and may be subject to a contractual standard of materiality different from those generally applicable to investors.

The foregoing description of the merger agreement is qualified in its entirety by reference to the merger agreement, and the form of the amended plan of reorganization, which have been filed by NEE with the Securities Exchange Commission ( SEC ).

### *Plan Support Agreement*

On July 29, 2016, EFH Corp., EFIH and certain of EFH Corp.'s other direct and indirect subsidiaries (collectively, EFH/EFIH Debtors ) entered into a plan support agreement ( plan support agreement ) with NEE solely in its capacity as the sponsor of the amended plan of reorganization.

Pursuant to the plan support agreement, NEE and the EFH/EFIH Debtors have agreed, subject to the terms and conditions of the plan support agreement, to support in a variety of ways specified in the plan support agreement the EFH/EFIH Debtors' proposed restructuring pursuant to the amended plan of reorganization.

The plan support agreement may be terminated only upon the occurrence of certain events described in the plan support agreement.

The foregoing description of the plan support agreement is qualified in its entirety by reference to the plan support agreement, which has been filed by NEE with the SEC.

### *Oncor Letter Agreement*

The merger agreement contemplates that NEE and Merger Sub will enter into a letter agreement ( Oncor letter agreement ) with Oncor Holdings and Oncor. The Oncor letter agreement will set forth certain rights and obligations of NEE and Merger Sub, and of Oncor Holdings, Oncor and their respective subsidiaries (collectively, the Oncor Entities ) to cooperate with respect to the initial steps described in the next paragraph to be taken in connection with the merger and the other transactions contemplated by the merger agreement.

The Oncor letter agreement contemplates that NEE, Merger Sub and the Oncor Entities will use their respective reasonable best efforts to submit to the PUCT a single filing and file with FERC a joint application, seeking prior approval by the PUCT and FERC, respectively, of the merger and other transactions contemplated by the merger agreement, with such filing and application to include certain key terms and undertakings. NEE and Merger Sub, on the one hand, and the Oncor Entities, on the other, will also agree to keep the other parties reasonably informed of any material developments (including receipt of material communications) in connection with obtaining the regulatory and other governmental entity approvals described in the Oncor letter agreement.

The Oncor letter agreement will acknowledge that, subject to PUCT approval, (i) each independent director who serves on the board of directors of Oncor and/or Oncor Holdings will resign from such board of directors and (ii) the vacancies on the board of directors of Oncor and/or Oncor Holdings created by such resignations will be filled by the appointment of NEE's designees.

Additionally, the Oncor Entities will make certain representations, warranties and covenants, including (i) a covenant to operate their businesses in the ordinary course from and after the date the Bankruptcy Court has entered an

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order approving the merger agreement until the consummation of the merger and other transactions contemplated by the merger agreement, subject to certain exceptions set forth in the Oncor letter agreement, including the right to comply with or respond to any requirement of, or request by, a governmental entity or order; and (ii) a covenant not to (a) initiate, solicit, propose, knowingly encourage or induce any alternative proposal (as defined in the Oncor letter agreement), (b) enter into, maintain or continue negotiations with any person with respect to any alternative proposal or (c) enter into any written letter of intent, agreement in principle or other agreement (whether or not legally binding, oral or written) with respect to an alternative proposal, provided that the Oncor Entities may take certain of the foregoing prohibited actions with respect to an alternative proposal to satisfy their respective fiduciary obligations.

The Oncor letter agreement is not intended to give NEE or Merger Sub, directly or indirectly, the right to control or direct the operations of any Oncor Entity prior to the receipt of all approvals required by the Bankruptcy Court, the PUCT and other governmental entities and the consummation of the merger and related transactions (if and when such transactions are consummated).

The foregoing description of the Oncor letter agreement is qualified in its entirety by reference to the form of the Oncor letter agreement, which has been filed by NEE with the SEC.

There can be no assurance that the proposed acquisition of EFH Corp. will be completed. This offering of Equity Units is not contingent upon the acquisition of EFH Corp.

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THE OFFERING Q&A

**What are Equity Units?**

The Equity Units consist of units referred to as either Corporate Units or Treasury Units. The Equity Units offered will initially consist of Corporate Units, each with a stated amount of \$50. From each Corporate Unit, the holder may create a Treasury Unit, as described below under How can I create Treasury Units from Corporate Units?

**What is a Corporate Unit?**

Each Corporate Unit consists of (1) a purchase contract and (2) initially a 5% undivided beneficial ownership interest in a Series I Debenture due September 1, 2021 issued in the principal amount of \$1,000 by NEE Capital, also referred to as the applicable ownership interest in NEE Capital debentures. In this prospectus supplement, the Series I Debentures due September 1, 2021 are referred to as the NEE Capital debentures. The NEE Capital debentures will rank equally and ratably with NEE Capital's other unsecured and unsubordinated obligations. The applicable ownership interest in NEE Capital debentures corresponds to \$50 principal amount of NEE Capital debentures. NEE has agreed to absolutely, irrevocably and unconditionally guarantee the payment of principal, interest and premium, if any, on the NEE Capital debentures. The guarantee is an unsecured obligation of NEE and will rank equally and ratably with all other unsecured and unsubordinated obligations of NEE. The applicable ownership interests in NEE Capital debentures that are components of the Corporate Units will be owned by the holders of the Corporate Units, but they will be pledged to NEE through the collateral agent to secure the holders' obligations to purchase NEE common stock under the related purchase contracts. The NEE Capital debentures will be issued in minimum denominations of \$1,000 and integral multiples thereof (except in certain limited circumstances). If the NEE Capital debentures are successfully remarketed on or prior to the ninth business day preceding September 1, 2019, or a special event redemption or a mandatory redemption occurs, in each case as described in this prospectus supplement, the applicable ownership interest in a Treasury portfolio (as defined under What is the Treasury portfolio? ) will replace the applicable ownership interest in NEE Capital debentures as a component of each Corporate Unit and will be pledged to NEE through the collateral agent to secure the holders' obligation to purchase NEE common stock under the related purchase contracts. The NEE Capital debentures will not trade separately from the Corporate Units unless and until Treasury securities are substituted for NEE Capital debentures, the purchase contracts are settled early or the NEE Capital debentures are successfully remarketed.

**Will the Corporate Units be listed on a securities exchange?**

NEE does not intend to apply to list the Corporate Units on a securities exchange. However, if NEE is advised by the underwriters prior to issuance of the Corporate Units that the NYSE's minimum distribution requirement for listing the Corporate Units has been satisfied and the underwriters request NEE to apply for listing on the NYSE, NEE will apply to list those securities on the NYSE. The minimum distribution requirement for listing the Corporate Units on the NYSE requires that there be at least 400 beneficial holders of the Corporate Units. There can be no assurance that such requirement will be satisfied. Accordingly, no investor should take account of the potential for listing the Corporate Units with the NYSE when considering whether to make an investment in such securities.

**What is a purchase contract?**

Each purchase contract that is a component of an Equity Unit obligates the holder of the purchase contract to purchase, and obligates NEE to sell, on September 1, 2019, which is referred to as the purchase contract settlement date, for \$50 in cash, a number of newly issued shares of NEE common stock as shall be determined

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by reference to the settlement rate. The settlement rate will be calculated, subject to adjustment under the circumstances described in Description of the Purchase Contracts Anti-dilution Adjustments and in Description of the Purchase Contracts Early Settlement upon a Fundamental Change, as follows:

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

if the applicable market value of NEE common stock is less than the threshold appreciation price, but greater than the reference price of \$ , the applicable settlement rate shall equal the number of shares of NEE common stock equal to \$50 divided by the applicable market value; and

if the applicable market value of NEE common stock is less than or equal to the reference price, the applicable settlement rate shall equal shares of NEE common stock.

Applicable market value means the average of the closing price per share of NEE common stock on each of the 20 consecutive trading days ending on the third trading day immediately preceding the purchase contract settlement date, subject to adjustment under the circumstances set forth in Description of the Purchase Contracts Anti-dilution Adjustments. Applicable market value will also be subject to adjustments under the circumstances set forth under Description of the Purchase Contracts Early Settlement upon a Fundamental Change. The reference price, which is \$ , equals the last reported sale price of NEE common stock on the NYSE on August , 2016. The threshold appreciation price is \$ , and represents an appreciation of % over the reference price.

**What is a Treasury Unit?**

A Treasury Unit is a unit that can be created from a Corporate Unit and consists of (1) a purchase contract and (2) a 5% undivided beneficial ownership interest in a zero-coupon United States ( U.S. ) Treasury security that will mature on August 31, 2019 with a principal amount at maturity of \$1,000 (CUSIP No. 912820RW9), which is referred to as a Treasury security. The ownership interest in the Treasury security that is a component of each Treasury Unit will be owned by the holder of the Treasury Unit, but it will be pledged to NEE through the collateral agent to secure the holder's obligation to purchase NEE common stock under the related purchase contract.

**How can I create Treasury Units from Corporate Units?**

Unless the Treasury portfolio has replaced the NEE Capital debentures as a component of the Corporate Units as a result of a successful remarketing of the NEE Capital debentures, a special event redemption or a mandatory redemption, each holder of Corporate Units will have the right, subject to the last sentence of this paragraph, on or prior to the seventh business day immediately preceding the purchase contract settlement date, to substitute for the related NEE Capital debentures held by the collateral agent a Treasury security having a principal amount at maturity equal to the aggregate principal amount of the NEE Capital debentures for which substitution is being made. Because Treasury securities and NEE Capital debentures are issued in integral multiples of \$1,000, holders of Corporate Units may make these substitutions only in integral multiples of 20 Corporate Units. The ability of holders of Corporate Units to create Treasury Units will be subject to the limitation that holders may not create Treasury Units during any period commencing on and including the business day prior to the first day of any three-day remarketing period as described under What is remarketing? below and ending on and including, in the case of a successful remarketing



during that three-day remarketing period, the reset effective date (as defined under [What is remarketing?](#) below), or, if none of the remarketings during that three-day remarketing period is successful, the business day following the last remarketing date in the applicable three-day remarketing period.

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

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

### **How can I recreate Corporate Units from Treasury Units?**

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

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

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

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

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

a pro rata share of interest payments, payable in arrears, on the applicable ownership interest in NEE Capital debentures (or distributions on the applicable ownership interest in the Treasury portfolio, if the NEE Capital debentures have been replaced by the Treasury portfolio), equivalent to the rate of % per year on the stated amount of \$50 per Corporate Unit; and

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contract adjustment payments payable by NEE at the rate of % per year on the stated amount of \$50 per Corporate Unit, subject to NEE's right to defer the payment of such contract adjustment payments.

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

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

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

Holders of Treasury Units will be entitled to receive quarterly contract adjustment payments payable by NEE at the rate of % per year on the stated amount of \$50 per Treasury Unit, subject to NEE's right to defer the payment of such contract adjustment payments. In addition, OID will accrue on each related Treasury security. There will be no distributions in respect of the Treasury securities that are a component of the Treasury Units, but the holders of the Treasury Units will continue to receive the scheduled interest payments on the NEE Capital debentures that were released to them when they created the Treasury Units as long as they continue to hold such NEE Capital debentures.

**What rights do NEE or NEE Capital have to defer current payments?**

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

**What are the payment dates for the Corporate Units?**

The payments described above in respect of the Corporate Units will be payable quarterly in arrears on March 1, June 1, September 1 and December 1 of each year, commencing September 1, 2016. If any date on which interest on the NEE Capital debentures is to be paid or contract adjustment payments are to be made on the purchase contracts is not a business day, then payment of the interest and the contract adjustment payments payable on that date will be made on the next succeeding day which is a business day, and no interest or payment will be paid in respect of the delay. However, if that business day is in the next succeeding calendar year,

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payment will be made on the immediately preceding business day, in each case with the same force and effect as if made on that scheduled payment date. A business day means any day other than a Saturday, Sunday or any other day on which banking institutions and trust companies in New York City are permitted or required by any applicable law, regulation or executive order to close.

### **What is remarketing?**

NEE Capital may, at its option and in its sole discretion, elect to remarket the NEE Capital debentures that are a component of Corporate Units on any remarketing date occurring during the period for early remarketing beginning on the fifth business day preceding March 1, 2019 and ending on and including the ninth business day preceding September 1, 2019, unless the NEE Capital debentures have been previously redeemed in connection with a special event redemption or a mandatory redemption or have been previously successfully remarketed. Each holder of NEE Capital debentures that are not a component of Corporate Units may elect to include those NEE Capital debentures in a remarketing. Any remarketing during the period for early remarketing will occur during one or more three-day remarketing periods that consist of three sequential possible remarketing days selected by NEE Capital and will include the NEE Capital debentures that are a component of the Corporate Units and those separate NEE Capital debentures whose holders have elected to include those debentures in the remarketing.

On each remarketing date, if any, occurring during the period for early remarketing, the remarketing agents will use their commercially reasonable efforts to obtain a price for the NEE Capital debentures remarketed equal to or greater than 100% of the purchase price for the remarketing Treasury portfolio plus the separate NEE Capital debentures purchase price (as defined below) plus the remarketing fee. In no event shall the price for the NEE Capital debentures on each remarketing date, if any, occurring during the period for early remarketing be less than a price equal to 100% of the purchase price for the remarketing Treasury portfolio plus the separate NEE Capital debentures purchase price. The separate NEE Capital debenture purchase price, with respect to separate NEE Capital debentures that were not a component of Corporate Units and whose holders have elected to include those NEE Capital debentures in an early remarketing, means an amount equal to the purchase price for the remarketing Treasury portfolio divided by the principal amount of NEE Capital debentures which were a component of Corporate Units that participated in the remarketing multiplied by the aggregate principal amount of NEE Capital debentures that were not a component of Corporate Units whose holders elected to include those NEE Capital debentures in an early remarketing. A portion of the proceeds from the remarketing equal to the remarketing Treasury portfolio purchase price will be applied to purchase the remarketing Treasury portfolio. The remarketing Treasury portfolio will be substituted for the NEE Capital debentures that are a component of the Corporate Units and will be pledged to NEE through the collateral agent to secure the holders' obligations to purchase NEE common stock under the related purchase contracts. When paid at maturity, an amount of the remarketing Treasury portfolio equal to the principal amount of the NEE Capital debentures for which that Treasury portfolio was substituted will automatically be applied to satisfy the Corporate Unit holders' obligations to purchase NEE common stock under the related purchase contracts on September 1, 2019.

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

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not a component of Corporate Units and whose holders elected to include those NEE Capital debentures in an early remarketing. The reset effective date will be, in the case of a successful remarketing during the period for early remarketing, the third business day immediately following the date of the successful remarketing, unless the remarketing is successful within five business days of the next succeeding interest payment date in which case the reset effective date will be such interest payment date, and, in the case of a successful remarketing during the final three-day remarketing period, the purchase contract settlement date.

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

Unless the NEE Capital debentures have been successfully remarketed on or prior to the ninth business day immediately preceding September 1, 2019, the NEE Capital debentures that are a component of the Corporate Units whose holders have failed to notify the purchase contract agent on or prior to the seventh business day immediately preceding September 1, 2019 of their intention to pay cash in order to satisfy their obligations under the related purchase contracts will, unless a special event redemption or a mandatory redemption has occurred or will occur prior to September 1, 2019, be remarketed during a three-day remarketing period beginning on and including the fifth business day, and ending on and including the third business day, immediately preceding September 1, 2019. This three-day remarketing period is referred to as the final three-day remarketing period, and the third business day immediately preceding September 1, 2019 is referred to as the final remarketing date. In this remarketing, the remarketing agents will use their commercially reasonable efforts to obtain a price for the NEE Capital debentures equal to or greater than 100% of the aggregate principal amount of the NEE Capital debentures being remarketed plus the remarketing fee. In no event shall the price for the NEE Capital debentures being remarketed in this remarketing be less than the aggregate principal amount of the NEE Capital debentures being remarketed. The proceeds from the remarketing of NEE Capital debentures that are a component of Corporate Units equal to the aggregate principal amount of such NEE Capital debentures will be automatically applied to satisfy in full the Corporate Unit holders obligations to purchase NEE common stock under the related purchase contracts on the purchase contract settlement date.

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

In connection with a successful remarketing, interest on the NEE Capital debentures will be payable semi-annually at the reset rate. The reset rate on the NEE Capital debentures will be determined on the date that the remarketing agents



are able to successfully remarket the NEE Capital debentures. The reset rate will become effective, if the remarketing is successful, on the reset effective date.

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

### **What happens if the NEE Capital debentures are not successfully remarketed?**

If the remarketing of the NEE Capital debentures on or prior to the final remarketing date is not successful because the remarketing agents cannot obtain a price of at least 100% of the aggregate principal amount of the NEE Capital debentures being remarketed or a condition precedent to such remarketing has not been fulfilled, holders of all NEE Capital debentures (including beneficial owners of NEE Capital debentures that are components of the Corporate Units) will have the right to put their NEE Capital debentures to NEE Capital on the purchase contract settlement date, upon at least two business days' prior written notice to the purchase contract agent, for an amount (the "put price") equal to the principal amount of their NEE Capital debentures, plus accrued and unpaid interest, if any. A holder of Corporate Units will be deemed to have automatically exercised this put right with respect to the NEE Capital debentures that are components of such Corporate Units unless, on the second business day immediately prior to the purchase contract settlement date, the 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 purchase contract. This settlement with separate cash may only be effected in integral multiples of 20 Corporate Units. Unless a holder of Corporate Units has settled the related purchase contracts with separate cash on or prior to the business day immediately preceding the purchase contract settlement date, the holder will be deemed to have elected to apply a portion of the put price equal to the principal amount of the NEE Capital debentures against such holder's obligations to NEE under the related purchase contracts, thereby satisfying such obligations in full, and NEE will deliver to such holder NEE common stock pursuant to the related purchase contracts. Any amount of the put price remaining following settlement of such purchase contracts will be delivered to the purchase contract agent for the benefit of the holder of such Corporate Units.

### **Do I have to participate in the remarketing?**

A holder of Corporate Units may elect not to participate in any remarketing and to retain its applicable ownership interests in NEE Capital debentures that are a component of the holder's Corporate Units by (1) creating Treasury Units at any time prior to the business day preceding any three-day remarketing period, (2) if there has not been a successful remarketing prior to the final three-day remarketing period, providing written notice to the purchase contract agent of the holder's intention to pay cash to satisfy its obligation under the related purchase contracts on or prior to the seventh business day before the purchase contract settlement date and delivering the cash payment required under the purchase contracts to the collateral agent on or prior to the sixth business day before the purchase contract settlement date or (3) settling the related purchase contracts early.

Whether or not a holder of Corporate Units participates in the remarketing, upon a successful remarketing of the NEE Capital debentures, the NEE Capital debentures will become subject to the modified provisions described under

Which provisions will govern the NEE Capital debentures following the remarketing? Following a successful remarketing prior to the final three-day remarketing period, holders of Treasury Units can recreate Corporate Units, on or prior to the second business day immediately preceding the purchase contract settlement date, as described under How can I recreate Corporate Units from Treasury Units?

### **Which provisions will govern the NEE Capital debentures following the remarketing?**

The NEE Capital debentures will continue to be governed by the indenture under which they were issued. Following a successful remarketing, the interest rate on the NEE Capital debentures will be reset and will bear interest, payable semi-annually in arrears from the reset effective date at the reset rate in accordance with the terms of the indenture.

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**What is the Treasury portfolio?**

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

for a remarketing Treasury portfolio,

U.S. Treasury securities (or principal or interest strips thereof) that mature on or prior to August 31, 2019 in an aggregate amount at maturity equal to the aggregate principal amount of the NEE Capital debentures which are a component of the Corporate Units;

if the reset effective date occurs prior to June 1, 2019, with respect to the originally-scheduled quarterly interest payment dates on the NEE Capital debentures that would have occurred on June 1, 2019 and September 1, 2019, U.S. Treasury securities (or principal or interest strips thereof) that mature on or prior to (i) May 31, 2019 (in connection with the interest payment date that would have occurred on June 1, 2019) and (ii) August 31, 2019 (in connection with the interest payment date that would have occurred on September 1, 2019), each in an aggregate amount at maturity equal to the aggregate interest payments that would be due on June 1, 2019 and September 1, 2019, respectively, on the principal amount of the NEE Capital debentures that would have been components of the Corporate Units assuming no remarketing and no reset of the interest rate on the NEE Capital debentures as described under Certain Terms of the NEE Capital Debentures Market Reset Rate and assuming that interest on the NEE Capital debentures accrued from the reset effective date to, but excluding, June 1, 2019 and from June 1, 2019 to, but excluding, September 1, 2019, respectively; and

if the reset effective date occurs on or after June 1, 2019, with respect to the originally-scheduled quarterly interest payment date on the NEE Capital debentures that would have occurred on September 1, 2019, U.S. Treasury securities (or principal or interest strips thereof) that mature on or prior to August 31, 2019 in an aggregate amount at maturity equal to the aggregate interest payment that would be due on September 1, 2019 on the principal amount of the NEE Capital debentures that would have been components of the Corporate Units assuming no remarketing and no reset of the interest rate on the NEE Capital debentures and assuming that interest on the NEE Capital debentures accrued from the reset effective date to, but excluding, September 1, 2019.

If, on any day during a 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 NEE Capital'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 NEE Capital debentures that are components of the Corporate Units and will be pledged to NEE through the collateral agent to secure the holders' obligations to purchase NEE 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.

for a special event Treasury portfolio,

U.S. Treasury securities (or principal or interest strips thereof) that mature on or prior to August 31, 2019 in an aggregate amount at maturity equal to the aggregate principal amount of the NEE Capital debentures which are a component of the Corporate Units; and

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with respect to each scheduled interest payment date on the NEE Capital debentures that occurs after the special event redemption date and on or prior to September 1, 2019, 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 NEE Capital debentures which would have been components of the Corporate Units on that date (assuming no special event redemption) and assuming that interest accrued from and including the immediately preceding interest payment date to which interest has been paid.

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

### **If I am holding a NEE Capital debenture as a security separate from the Corporate Units, can I still participate in a remarketing of the NEE Capital debentures?**

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

### **Other than by using proceeds from a successful remarketing, how else may I satisfy my obligations under the purchase contracts?**

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

in the case of holders of Corporate Units (unless the NEE Capital debentures are successfully remarketed during a period for early remarketing or a special event redemption or a mandatory redemption has occurred), by settling the purchase contracts with cash prior to the final three-day remarketing period by providing written notice to the purchase contract agent on or prior to the seventh business day prior to September 1, 2019 and delivering the cash payment required under the related purchase contracts on or prior to the sixth business day immediately prior to September 1, 2019;

in the case of holders of Treasury Units (or Corporate Units if the NEE Capital debentures are successfully remarketed during the period for early remarketing, the NEE Capital debentures are not successfully remarketed during the final three-day remarketing period, or a special event redemption or a mandatory redemption has occurred), by settling the purchase contracts with cash prior to the purchase contract settlement date by providing written notice to the purchase contract agent on or prior to the second business day prior to September 1, 2019 and delivering the cash payment required under the related purchase contracts on or prior to the business day immediately prior to September 1, 2019;

through early settlement as described under Can I settle the purchase contract early? and under What happens if there is an early settlement upon a fundamental change? below; provided that at such time, if so required under the U.S. federal securities laws, there is in effect a registration statement covering any

securities to be delivered in respect of the purchase contracts being settled; or

in the case of holders of Corporate Units (of which the applicable ownership interest in a NEE Capital debenture remains a component), through exercise of the put right as described under What happens if the NEE Capital debentures are not successfully remarketed?

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

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### **What interest payments will I receive on the NEE Capital debentures?**

Interest on the NEE Capital debentures will be payable initially quarterly in arrears at the annual rate of % per year on the principal amount per debenture of \$1,000 to, but excluding, the reset effective date. The reset effective date will be, in the case of a successful remarketing during the period for early remarketing, the third business day immediately following the date of the successful remarketing, unless the remarketing is successful within five business days of the next succeeding interest payment date in which case such interest payment date will be the reset effective date, and, in the case of a successful remarketing during the final three-day remarketing period, the purchase contract settlement date. Following a successful remarketing, the NEE Capital debentures will bear interest, payable semi-annually in arrears from the reset effective date at the reset rate to, but excluding, September 1, 2021.

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

### **What are the payment dates on the applicable ownership interests in the NEE Capital debentures?**

On or prior to the reset effective date, interest payments will be payable quarterly in arrears on each March 1, June 1, September 1 and December 1, commencing September 1, 2016, and on the reset effective date as described above under **What interest payments will I receive on the NEE Capital debentures?** if the reset effective date is not otherwise a quarterly interest payment date. If the interest rate on the NEE Capital debentures is reset on a reset effective date that is not otherwise a quarterly interest payment date, the collateral agent will receive the interest payment made on NEE Capital debentures that are a component of the Corporate Units on that reset effective date, which will be paid to holders of Corporate Units on the quarterly payment date next following that reset effective date.

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

### **When will the interest rate on the NEE Capital debentures be reset and what is the reset rate?**

Unless a special event redemption or a mandatory redemption has occurred, the interest rate on the NEE Capital debentures will be reset on the date of a successful remarketing of the NEE Capital debentures and the



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

### **When is the maturity of the NEE Capital debentures?**

The maturity date of the NEE Capital debentures is September 1, 2021.

### **When may the NEE Capital debentures be redeemed?**

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

In addition, the NEE Capital debentures are mandatorily redeemable by NEE Capital if NEE's guarantee of the NEE Capital debentures ceases to be in full force or effect, or upon the bankruptcy, insolvency or reorganization of NEE under the circumstances described in this prospectus supplement, unless Standard & Poor's Ratings Service (a Standard & Poor's Financial Services LLC business) and Moody's Investors Service, Inc. (if the NEE Capital debentures are then rated by those rating agencies, or, if the NEE Capital debentures are then rated by only one of those rating agencies, then such rating agency, or, if the NEE Capital debentures are not then rated by either one of those rating agencies but are then rated by one or more other nationally recognized rating agencies, then at least one of those other nationally recognized rating agencies) shall have reaffirmed in writing that, after giving effect to such event, the credit rating on the outstanding NEE Capital debentures is investment grade. Following such mandatory redemption of the NEE Capital debentures which occurs prior to a successful remarketing of the NEE Capital debentures or the purchase contract settlement date, holders of Corporate Units will own the applicable ownership interest in the Treasury portfolio as a component of their Corporate Units.

### **Can I settle the purchase contract early?**

At any time prior to the seventh business day immediately preceding the purchase contract settlement date, in the case of Corporate Units (of which the applicable ownership interest in a NEE Capital debenture remains a component), or at any time prior to the second business day immediately preceding the purchase contract settlement date, in the case of Treasury Units (or Corporate Units of which the applicable ownership interest in a NEE Capital debenture no longer is a component or remains a component because a successful remarketing did not occur during the final three-day remarketing period), a holder of Equity Units may settle the related purchase contracts in their entirety by paying \$50 in cash per Equity Unit, in which case \_\_\_\_\_ shares, subject to adjustment under the circumstances described in Description of the Purchase Contracts Anti-dilution

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Adjustments, of NEE common stock will be issued to the holder pursuant to each purchase contract. A holder may only elect early settlement in integral multiples of 20 Corporate Units or 20 Treasury Units.

If the Treasury portfolio has replaced the NEE Capital debentures as a component of the Corporate Units, holders of Corporate Units may settle a purchase contract early on or prior to the second business day immediately preceding the purchase contract settlement date only in integral multiples of Corporate Units (or such other number of Corporate Units as may be determined by the remarketing agents in connection with a successful remarketing of the NEE Capital debentures if the reset effective date is not a regular quarterly interest payment date).

If the Treasury portfolio has not replaced the NEE Capital debentures as a component of Corporate Units, holders of Corporate Units will not be permitted to exercise their early settlement right during any period commencing on and including the business day preceding any three-day remarketing period and ending on and including, in the case of a successful remarketing during that three-day remarketing period, the reset effective date or, if none of the remarketings during that three-day remarketing period is successful, the business day following the last remarketing date in the applicable three-day remarketing period. See Description of the Purchase Contracts Early Settlement by Delivering Cash.

This right to settle a purchase contract early by paying cash is distinct from the right to an early settlement upon a fundamental change. See What happens if there is an early settlement upon a fundamental change?

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

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

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

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

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

which is referred to as a fundamental change, then following the fundamental change, each holder of an Equity Unit will have the right to accelerate and settle the related purchase contract that is a component of the Equity Unit early at the settlement rate described under Description of the Purchase Contracts Early Settlement upon a Fundamental Change, plus an additional make-whole amount of shares (such additional make-whole amount of shares being hereafter referred to as the make-whole shares ) described under Description of the Purchase Contracts Early Settlement

upon a Fundamental Change, provided that at such time, if so required under the U.S. federal securities laws, there is in effect a registration statement covering the common stock and/or other securities, if any, to be delivered in respect of the purchase contracts being settled. This right is referred to in this prospectus supplement as the fundamental change early settlement right.

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

If the fundamental change early settlement right is exercised by a holder, NEE will deliver to the holder on the fundamental change early settlement date the kind and amount of securities, cash or other consideration that the holder would have been entitled to receive if such holder had settled the purchase contract immediately before the fundamental change at the settlement rate described under Description of the Purchase Contracts Early Settlement upon a Fundamental Change, plus the additional make-whole shares. The holder will also receive the NEE Capital debentures, applicable ownership interests in the Treasury portfolio or Treasury securities that are a component of the Corporate Units or Treasury Units, as the case may be. If the holder does not elect to exercise its fundamental change early settlement right, the holder's Corporate Units or Treasury Units will remain outstanding and subject to normal settlement on the purchase contract settlement date. NEE has agreed that, if so required under the U.S. federal securities laws, it will use commercially reasonable efforts to (1) have in effect a registration statement covering the securities, if any, to be delivered in respect of the purchase contracts being settled and (2) provide a prospectus in connection therewith, in each case in a form that may be used in connection with an early settlement upon a fundamental change. In the event that a holder seeks to exercise its fundamental change early settlement right and a registration statement is required to be effective in connection with the exercise of such right but no such registration statement is then effective, the holder's exercise of such right shall be void unless and until such a registration statement shall be effective and NEE will have no further obligation with respect to any such registration statement if, notwithstanding using its commercially reasonable efforts, no registration statement is then effective.

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

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

**What is the ranking of the NEE Capital debentures?**

The NEE Capital debentures will rank equally and ratably with all of NEE Capital's other unsecured and unsubordinated obligations. NEE Capital is a holding company that derives substantially all of its income from its operating subsidiaries. NEE Capital's subsidiaries are separate and distinct legal entities and have no obligation to pay any amounts on the NEE Capital debentures or to make any funds available for such payment. Therefore, the NEE Capital debentures will be effectively subordinated to all indebtedness and other liabilities,

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including trade payables, debt and preferred stock issued, guaranteed or otherwise incurred by NEE Capital's subsidiaries. In addition to trade liabilities, many of NEE Capital's operating subsidiaries incur debt in order to finance their business activities. All of this indebtedness will be effectively senior to the NEE Capital debentures. The indenture pursuant to which the NEE Capital debentures will be issued does not place any limit on the amount of indebtedness that NEE Capital may issue, guarantee or otherwise incur or the amount of liabilities, including debt or preferred stock, that NEE Capital's subsidiaries may issue, guarantee or otherwise incur. See Description of NEE Capital Senior Debt Securities in the accompanying prospectus.

### **What is the NEE guarantee?**

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

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

### **Will there be a limitation on liens?**

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

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

NEE Capital intends to treat the NEE Capital debentures as contingent payment debt instruments that are subject to the contingent payment debt instrument rules for U.S. federal income tax purposes. Accordingly, through the reset effective date, and possibly thereafter, a U.S. holder of Corporate Units or NEE Capital debentures will be required to include in gross income an amount in excess of the interest actually received in respect of such applicable ownership interests in NEE Capital debentures, regardless of the holder's usual method of tax accounting, and will generally recognize ordinary income or loss, rather than capital gain or loss, on the sale, exchange or other disposition of applicable ownership interests in NEE Capital debentures or of the Corporate Units, to the extent such income is allocable to applicable ownership interests in NEE Capital debentures. A beneficial owner of Treasury Units will be required to include in gross income any OID with respect to the Treasury securities as it accrues on a constant yield to maturity basis. If the Treasury portfolio has replaced applicable ownership interests in NEE Capital debentures as a component of Corporate Units as a result of a successful remarketing of the NEE Capital debentures or a special event



redemption or a mandatory

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redemption, a beneficial owner of Corporate Units will be required to include in gross income its allocable share of OID on the applicable ownership interest in the Treasury portfolio as it accrues on a constant yield to maturity basis. To the extent NEE is required to file information returns with respect to contract adjustment payments or deferred contract adjustment payments, it intends to report such payments as taxable ordinary income to beneficial owners of Equity Units, but holders may want to consult their tax advisors concerning possible alternative characterizations. See Material United States Federal Income Tax Consequences.

### **Are there limitations on the purchase, holding or disposition of the Corporate Units with assets of, or on behalf of, a U.S. employee benefit plan or similar arrangement?**

Yes. The Employee Retirement Income Security Act of 1974, as amended ( ERISA ), Section 4975 of the Internal Revenue Code of 1986, as amended (the Code ), and similar federal, state and local laws that are substantively similar or are of similar effect impose restrictions on the purchase, holding and disposition of Corporate Units (and the securities underlying the Corporate Units) by employee benefit plans or similar arrangements that are subject to those laws. Corporate Units (and the securities underlying the Corporate Units) may be purchased with assets of, or on behalf of, a U.S. employee benefit plan or similar arrangement subject to the investing fiduciary's determination that the investment satisfies ERISA's fiduciary standards and other requirements under ERISA, the Code and/or similar federal, state and local laws applicable to investments by such employee benefit plan or similar arrangement. An investing fiduciary that proposes to cause a U.S. employee benefit plan or similar arrangement, or to act on behalf of, or use assets of, a U.S. employee benefit plan or similar arrangement, to purchase Corporate Units (and the securities underlying the Corporate Units) should consult its own counsel regarding the potential applicability of ERISA, the Code and/or similar federal, state or local laws that are substantively similar or are of similar effect applicable to such investment, the potential consequences in its specific circumstances, and whether any exemption or exemptions would be applicable and should determine on its own whether all conditions of such exemption or exemptions have been satisfied. See ERISA Considerations.

### **What are the rights and privileges of NEE common stock?**

The shares of NEE common stock that holders of Equity Units will be obligated to purchase under the purchase contracts have one vote per share. For more information, please see the discussion of NEE common stock in the accompanying prospectus under the heading Description of NEE Common Stock. As of June 30, 2016, there were 461,972,920 shares of common stock and no shares of preferred stock issued and outstanding. As of the same date, NEE's board of directors had not authorized for issuance any series of preferred stock.

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**The Offering Explanatory Diagrams**

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

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

**Purchase Contract**

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

**Notes:**

- (1) If the applicable market value of NEE common stock is less than or equal to the reference price of \$ \_\_\_\_\_, the number of shares of NEE common stock to be delivered to a holder of an Equity Unit will be \_\_\_\_\_ shares.
- (2) If the applicable market value of NEE common stock is between the reference price and the threshold appreciation price of \$ \_\_\_\_\_, the number of shares of NEE common stock to be delivered to a holder of an Equity Unit will be calculated by dividing the stated amount of \$50 by the applicable market value.
- (3) If the applicable market value of NEE common stock is greater than or equal to the threshold appreciation price, the number of shares of NEE common stock to be delivered to a holder of an Equity Unit will be \_\_\_\_\_ shares.
- (4) The reference price equals \$ \_\_\_\_\_.
- (5) The threshold appreciation price represents an appreciation of \_\_\_\_\_ % over the reference price.
- (6) Expressed as a percentage of the reference price. The applicable market value means the average of the closing price per share of NEE common stock on each of the 20 consecutive trading days ending on the third trading day immediately preceding the purchase contract settlement date.

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**Corporate Units**

Each Corporate Unit consists of two components as described below:

<b><u>Purchase Contract</u></b>	<b><u>NEE Capital Debenture (1)</u></b>
(Owed to Holder)	(Owed to Holder) (2)
NEE common stock	Interest % of
+	\$50 per year,
	payable quarterly
Contract adjustment	(reset at the purchase
payment % of \$50	contract settlement date and
per year, payable	payable semi-annually at
quarterly to the purchase	reset rate thereafter)
contract settlement date	
(September 1, 2019)	
(Owed to NEE)	(Owed to Holder) (3)
\$50 payable at the	\$50 payable at maturity
purchase contract	(September 1, 2021)
settlement date	
(September 1, 2019)	

Notes:

- (1) The holder of a Corporate Unit owns the applicable ownership interest in a NEE Capital debenture that is a component of the Corporate Unit but will pledge it to NEE through the collateral agent to secure the holder's obligation to purchase NEE common stock under the related purchase contract.
- (2) Each owner of an applicable ownership interest in a NEE Capital debenture will be entitled to 5% of each interest payment paid in respect of the NEE Capital debenture in the principal amount of \$1,000.
- (3) NEE Capital debentures will be issued in minimum denominations of \$1,000, except in limited circumstances. Each applicable ownership interest in NEE Capital debentures represents a 5% undivided beneficial ownership interest in a NEE Capital debenture in the principal amount of \$1,000.

The foregoing analysis assumes the NEE Capital debentures are successfully remarketed during the final three-day remarketing period. If the remarketing was successful prior to such period, following the remarketing of the NEE Capital debentures the applicable ownership interest in the Treasury portfolio would have replaced the applicable ownership interest in NEE Capital debentures as a component of the Corporate Unit and the reset rate would be effective three business days following the successful remarketing, unless the remarketing was successful within five business days of the next succeeding interest payment date in which case such interest payment date would be the reset effective date.

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

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**Treasury Units**

Each Treasury Unit consists of two components as described below:

<b><u>Purchase Contract</u></b>	<b><u>Treasury Securities (1)</u></b>
(Owed to Holder)	
NEE common stock	
+	
Contract adjustment payment    % of \$50 per year, payable quarterly to the purchase contract settlement date (September 1, 2019)	
(Owed to NEE)	(Owed to Holder)
\$50 payable at the purchase contract settlement date (September 1, 2019)	\$50 payable at maturity (August 31, 2019)

Note:

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

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**NEE Capital debentures**

Each NEE Capital debenture has the terms described below (1)(2):

**NEE Capital Debenture**

**(Owed to Holder)**

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

**(reset at the purchase contract settlement  
date and payable semi-annually at reset  
rate thereafter)**

**(Owed to Holder)**

**\$1,000 payable at maturity**

**(September 1, 2021)**

**Notes:**

- (1) Unless the Treasury portfolio has replaced the NEE Capital debentures as a component of the Corporate Units, Treasury Units may only be created with integral multiples of 20 Corporate Units. As a result, the creation of 20 Treasury Units will release a NEE Capital debenture in the principal amount of \$1,000 held by the collateral agent.
- (2) If the Treasury portfolio has replaced the NEE Capital debentures as a component of the Corporate Units, Treasury Units may only be created with integral multiples of Corporate Units (or such other number of Corporate Units as may be determined by the remarketing agents upon a successful remarketing of the NEE Capital debentures if the reset effective date is not a regular quarterly interest payment date).



The foregoing analysis assumes the NEE Capital debentures are successfully remarketed during the final three-day remarketing period. If the remarketing was successful prior to such period, the reset rate would be effective three business days following the successful remarketing, unless the remarketing was successful within five business days of the next succeeding interest payment date in which case such interest payment date would be the reset effective date.

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**Transforming Corporate Units into Treasury Units and NEE Capital debentures**

Because the NEE Capital debentures and the Treasury securities are issued in minimum denominations of \$1,000, holders of Corporate Units may only create Treasury Units in integral multiples of 20 Corporate Units.

To create 20 Treasury Units, the holder separates 20 Corporate Units into their two components the 20 purchase contracts and the NEE Capital debenture and then combines the purchase contracts with a Treasury security that matures the business day immediately preceding the purchase contract settlement date.

A Treasury security together with 20 purchase contracts constitute 20 Treasury Units. The NEE Capital debenture in the principal amount of \$1,000, which is no longer a component of the Corporate Units, is released to the holder and is tradable as a separate security.

**Notes:**

- (1) Each holder will own a 5% undivided beneficial ownership interest in, and will be entitled to a corresponding portion of each interest payment payable in respect of, a NEE Capital debenture in the principal amount of \$1,000.
- (2) The NEE Capital debentures mature on September 1, 2021.
- (3) The applicable ownership interest in a NEE Capital debenture that is a component of the Corporate Unit will be pledged to NEE through the collateral agent to secure the holder's obligation to purchase NEE common stock under the related purchase contract. The Treasury security that forms a part of the Treasury Unit will be pledged to NEE through the collateral agent to secure the holder's obligation to purchase NEE common stock under the related purchase contract.

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

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**ILLUSTRATIVE REMARKETING TIMELINE**

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

<b>Date</b>	<b>Event</b>
<i>If NEE Capital elects to conduct an early remarketing during any three-day remarketing period beginning February 22, 2019:</i>	
Between February 22, 2019 and August 20, 2019 (fifth business day preceding March 1, 2019 to the ninth business day preceding September 1, 2019)	NEE Capital may elect, at its option and in its sole discretion, to remarket the NEE Capital debentures on any day during any three-day remarketing period during this period for early remarketing.
No later than January 30, 2019 (ten business days prior to the remarketing announcement date)	NEE Capital will request that The Depository Trust Company ( DTC ) notify its participants holding NEE Capital debentures, Corporate Units or Treasury Units of the remarketing period.
February 13, 2019 (sixth business day preceding the first remarketing day of the first possible three-day remarketing period during the period for early remarketing)	This will be the remarketing announcement date and NEE Capital will make an announcement with respect to the remarketing period.
February 14, 2019 (business day following the remarketing announcement date)	Not later than this date, NEE Capital will issue a press release with respect to the remarketing period.
On or prior to February 20, 2019 (the second business day prior to the first remarketing day of the first possible three-day remarketing period)	This will be the:  Last day prior to the three-day remarketing period beginning February 22, 2019 to create Treasury Units from Corporate Units and recreate Corporate Units from Treasury Units (holders may once again be able to create and recreate units after February 26, 2019 if all three remarketings are unsuccessful during such remarketing period).

Last day prior to the three-day remarketing period

beginning February 22, 2019 for holders of Corporate Units to settle the related purchase contracts early (holders may once again be able to early settle after February 26, 2019 if all three remarketings are unsuccessful during such remarketing period).

Last day prior to the three-day remarketing period beginning February 22, 2019 for holders of separate NEE Capital debentures to give notice of their election to participate in such remarketing.

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<b>Date</b>	<b>Event</b>
February 22, 2019 to February 26, 2019	<p>Period for early remarketing:</p> <p>If the remarketing is unsuccessful on each of the three business days during the three-day remarketing period, NEE Capital will issue a press release.</p> <p>If a remarketing on any business day during the three-day remarketing period is successful, the remarketing agents will purchase the Treasury portfolio.</p> <p>If the remarketing is successful, NEE Capital will request that DTC notify its participants holding NEE Capital debentures, Corporate Units or Treasury Units no later than the business day following the successful remarketing date.</p>
March 1, 2019	<p>This is the date the reset rate will become effective if a remarketing on any business day during the three-day period for early remarketing is successful.</p>
<p><i>If NEE Capital has elected to remarket the NEE Capital debentures during any three-day remarketing period during the period for early remarketing and the remarketing was unsuccessful on each of those three days:</i></p>	
<p>Between February 22, 2019 and August 20, 2019 (fifth business day preceding March 1, 2019 to the ninth business day preceding September 1, 2019)</p>	<p>NEE Capital may elect to remarket the NEE Capital debentures during additional three-day remarketing periods. If NEE Capital elects to conduct such additional remarketings during the period for early remarketing, procedures similar to those described above with respect to a remarketing during the three-day remarketing period beginning February 22, 2019 will be followed.</p>
<p><i>Unless there was a successful remarketing during the period for early remarketing:</i></p>	
<p>No later than August 7, 2019 (ten business days prior to the remarketing announcement date)</p>	<p>NEE Capital will request that DTC notify its participants holding NEE Capital debentures, Corporate Units or Treasury Units of the final three-day remarketing period.</p>
<p>August 21, 2019 (third business day preceding the first remarketing day of the final three-day remarketing period)</p>	<p>This will be the remarketing announcement date and NEE Capital will make an announcement with respect to the final three-day remarketing period.</p>

August 22, 2019  
(business day following the remarketing  
announcement date)

Not later than this date, NEE Capital will issue a press  
release with respect to the remarketing period.

On or prior to August 22, 2019  
(the second business day prior to the  
first remarketing day of the final  
three-day remarketing period)

This will be the:

Last day prior to the final three-day remarketing  
period to create Treasury Units from Corporate Units  
and recreate Corporate Units from Treasury Units.

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<b>Date</b>	<b>Event</b>
	<p>Last day prior to the final three-day remarketing period for holders of Corporate Units to settle the related purchase contracts early.</p>
	<p>Last day prior to final three-day remarketing period for holders of separate NEE Capital debentures to give notice of their election to participate in such remarketing.</p>
<p>August 22, 2019 (seventh business day prior to the purchase contract settlement date)</p>	<p>Last day prior to the final three-day remarketing period for holders of Corporate Units (of which the applicable ownership interest in a NEE Capital debenture remains a component) to notify the purchase contract agent of their intention to pay cash to satisfy their obligation under the purchase contracts on the purchase contract settlement date.</p>
<p>August 23, 2019 (sixth business day prior to purchase contract settlement date)</p>	<p>Last day prior to the final three-day remarketing period for holders of Corporate Units (of which the applicable ownership interest in a NEE Capital debenture remains a component) who have notified the purchase contract agent of their intention to pay cash to satisfy their obligations under the purchase contracts on the purchase contract settlement date to deliver the required cash payment to the collateral agent.</p>
<p>August 26, 2019 to August 28, 2019 (five to three business days prior to purchase contract settlement date)</p>	<p>NEE Capital will attempt a remarketing during this final three-day remarketing period if NEE Capital has not elected to conduct a remarketing during the period for early remarketing or each remarketing conducted during the period for early remarketing has been unsuccessful for any reason.</p>
<p>August 29, 2019 (second business day prior to the purchase contract settlement date)</p>	<p>Last day for holders of Corporate Units (of which the applicable ownership interest in a NEE Capital debenture is no longer a component, or remains a component because a successful remarketing did not occur during the final three-day remarketing period) or Treasury Units to notify the purchase contract agent of any intention to pay cash to satisfy their obligation under the purchase contracts on the purchase contract settlement date.</p>
<p>August 30, 2019 (business day prior to</p>	<p>Last day for holders of Corporate Units (of which the applicable ownership interest in a NEE Capital</p>

purchase contract settlement date)

debenture is no longer a component, or remains a component because a successful remarketing did not occur during the final three-day remarketing period) or Treasury Units who have notified the purchase contract agent of their intention to pay cash to satisfy their obligations under the purchase contracts on the purchase contract settlement date to deliver the required cash payment to the collateral agent.

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**Date**

*Purchase contract settlement date:*

September 1, 2019

**Event**

Purchase contract settlement date, remarketing settlement date and reset effective date in connection with a successful final remarketing of the NEE Capital debentures during the final three-day remarketing period.

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**RISK FACTORS**

The information in this section supplements the information in the Risk Factors section beginning on page 3 of the accompanying prospectus.

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

**Risks Relating to NEE's and NEE Capital's Business**

**Regulatory, Legislative and Legal Risks**

**NEE's and NEE Capital's business, financial condition, results of operations and prospects may be materially adversely affected by the extensive regulation of their business.**

The operations of NEE and NEE Capital are subject to complex and comprehensive federal, state and other regulation. This extensive regulatory framework, portions of which are more specifically identified in the following risk factors, regulates, among other things and to varying degrees, NEE's and NEE Capital's industries, businesses, rates and cost structures, operation of nuclear power facilities, construction and operation of electricity generation, transmission and distribution facilities and natural gas and oil production, natural gas, oil and other fuel transportation, processing and storage facilities, acquisition, disposal, depreciation and amortization of facilities and other assets, decommissioning costs and funding, service reliability, wholesale and retail competition, and commodities trading and derivatives transactions. In their business planning and in the management of their operations, NEE and NEE Capital must address the effects of regulation on their business and any inability or failure to do so adequately could have a material adverse effect on their business, financial condition, results of operations and prospects.

**NEE's and NEE Capital's business, financial condition, results of operations and prospects could be materially adversely affected if they are unable to recover in a timely manner any significant amount of costs, a return on certain assets or a reasonable return on invested capital through base rates, cost recovery clauses, other regulatory mechanisms or otherwise.**

FPL, a wholly owned subsidiary of NEE, is a regulated entity subject to the jurisdiction of the Florida Public Service Commission ( FPSC ) over a wide range of business activities, including, among other items, the retail rates charged to its customers through base rates and cost recovery clauses, the terms and conditions of its services, procurement of electricity for its customers, issuances of securities, and aspects of the siting, construction and operation of its generation plants and transmission and distribution systems for the sale of electric energy. The FPSC has the authority to disallow recovery by FPL of costs that it considers excessive or imprudently incurred and to determine the level of return that FPL is permitted to earn on invested capital. The regulatory process, which may be adversely affected by the political, regulatory and economic environment in Florida and elsewhere, limits FPL's ability to increase earnings. The regulatory process also does not provide any assurance as to achievement of authorized or other earnings levels, or that FPL will be permitted to earn an acceptable return on capital investments it wishes to make. NEE's business, financial condition, results of operations and prospects could be materially adversely affected if any material amount of costs, a return on certain assets or a reasonable return on invested capital cannot be recovered through base rates, cost recovery clauses, other regulatory mechanisms or otherwise. Certain other subsidiaries of NEE are regulated electric transmission utilities subject to the jurisdiction of their regulators and are subject to similar risks.

**Regulatory decisions that are important to NEE and NEE Capital may be materially adversely affected by political, regulatory and economic factors.**

The local and national political, regulatory and economic environment has had, and may in the future have, an adverse effect on FPSC decisions with negative consequences for FPL. These decisions may require, for

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example, FPL to cancel or delay planned development activities, to reduce or delay other planned capital expenditures or to pay for investments or otherwise incur costs that it may not be able to recover through rates, each of which could have a material adverse effect on the business, financial condition, results of operations and prospects of NEE. Certain other subsidiaries of NEE are subject to similar risks.

**FPL's use of derivative instruments could be subject to prudence challenges and, if found imprudent, could result in disallowances of cost recovery for such use by the FPSC.**

The FPSC engages in an annual prudence review of FPL's use of derivative instruments in its risk management fuel procurement program and should it find any such use to be imprudent, the FPSC could deny cost recovery for such use by FPL. Such an outcome could have a material adverse effect on NEE's business, financial condition, results of operations and prospects.

**Any reductions to, or the elimination of, governmental incentives or policies that support utility scale renewable energy, including, but not limited to, tax incentives, renewable portfolio standards ( RPS ) or feed-in tariffs or the U.S. Environmental Protection Agency's final rule under Section 111(d) of the Clean Air Act ( Clean Power Plan ), or the imposition of additional taxes or other assessments on renewable energy, could result in, among other items, the lack of a satisfactory market for the development of new renewable energy projects, NEER abandoning the development of renewable energy projects, a loss of NEER's investments in renewable energy projects and reduced project returns, any of which could have a material adverse effect on NEE's and NEE Capital's business, financial condition, results of operations and prospects.**

NEER, a wholly owned subsidiary of NEE Capital, depends heavily on government policies that support utility scale renewable energy and enhance the economic feasibility of developing and operating wind and solar energy projects in regions in which NEER operates or plans to develop and operate renewable energy facilities. The federal government, a majority of the 50 U.S. states and portions of Canada and Spain provide incentives, such as tax incentives, RPS, feed-in tariffs or the Clean Power Plan, that support or are designed to support the sale of energy from utility scale renewable energy facilities, such as wind and solar energy facilities. As a result of budgetary constraints, political factors or otherwise, governments from time to time may review their policies that support renewable energy and consider actions that would make the policies less conducive to the development and operation of renewable energy facilities. Any reductions to, or the elimination of, governmental incentives that support renewable energy, such as those reductions that have been enacted in Spain and are applicable to NEER's solar generation facilities in that country, or the imposition of additional taxes or other assessments on renewable energy, could result in, among other items, the lack of a satisfactory market for the development of new renewable energy projects, NEER abandoning the development of renewable energy projects, a loss of NEER's investments in the projects and reduced project returns, any of which could have a material adverse effect on NEE's and NEE Capital's business, financial condition, results of operations and prospects.

**NEE's and NEE Capital's business, financial condition, results of operations and prospects could be materially adversely affected as a result of new or revised laws, regulations, interpretations or other regulatory initiatives.**

NEE's and NEE Capital's business is influenced by various legislative and regulatory initiatives, including, but not limited to, new or revised laws, regulations, interpretations and other regulatory initiatives regarding deregulation or restructuring of the energy industry, regulation of the commodities trading and derivatives markets, and regulation of environmental matters, such as regulation of air emissions, regulation of water consumption and water discharges, and regulation of gas and oil infrastructure operations, as well as associated environmental permitting. Changes in the nature of the regulation of NEE's and NEE Capital's business could have a material adverse effect on NEE's and NEE Capital's business, financial condition, results of operations and prospects. NEE and NEE Capital are unable to predict

future legislative or regulatory changes, initiatives or

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interpretations, although any such changes, initiatives or interpretations may increase costs and competitive pressures on NEE and NEE Capital, which could have a material adverse effect on NEE's and NEE Capital's business, financial condition, results of operations and prospects.

FPL has limited competition in the Florida market for retail electricity customers. Any changes in Florida law or regulation which introduce competition in the Florida retail electricity market, such as government incentives that facilitate the installation of solar generation facilities on residential or other rooftops at below cost, or would permit third-party sales of electricity, could have a material adverse effect on NEE's business, financial condition, results of operations and prospects. There can be no assurance that FPL will be able to respond adequately to such regulatory changes, which could have a material adverse effect on NEE's business, financial condition, results of operations and prospects.

NEER is subject to FERC rules related to transmission that are designed to facilitate competition in the wholesale market on practically a nationwide basis by providing greater certainty, flexibility and more choices to wholesale power customers. NEE and NEE Capital cannot predict the impact of changing FERC rules or the effect of changes in levels of wholesale supply and demand, which are typically driven by factors beyond NEE's and NEE Capital's control. There can be no assurance that NEER will be able to respond adequately or sufficiently quickly to such rules and developments, or to any other changes that reverse or restrict the competitive restructuring of the energy industry in those jurisdictions in which such restructuring has occurred. Any of these events could have a material adverse effect on NEE's and NEE Capital's business, financial condition, results of operations and prospects.

**NEE's and NEE Capital's business, financial condition, results of operations and prospects could be materially adversely affected if the rules implementing the Dodd-Frank Wall Street Reform and Consumer Protection Act ( Dodd-Frank Act ) broaden the scope of its provisions regarding the regulation of over-the-counter ( OTC ) financial derivatives and make certain provisions applicable to NEE and NEE Capital.**

The Dodd-Frank Act, enacted into law in July 2010 provides for, among other things, substantially increased regulation of the OTC derivatives market and futures contract markets. While the legislation is broad and detailed, there are still portions of the legislation that either require implementing rules to be adopted by federal governmental agencies or otherwise require further interpretive guidance.

NEE and NEE Capital continue to monitor the development of rules related to the Dodd-Frank Act and have taken steps to comply with those rules that affect their businesses. A number of rules have been finalized and are effective, but there are rules yet to be finalized and rules that have been finalized but may be amended in the future.

NEE and NEE Capital cannot predict the impact any proposed rules will have on their ability to hedge their commodity and interest rate risks or on OTC derivatives markets as a whole, but they could potentially have a material adverse effect on NEE's and NEE Capital's risk exposure, as well as reduce market liquidity and further increase the cost of hedging activities.

**NEE and NEE Capital are subject to numerous environmental laws, regulations and other standards that may result in capital expenditures, increased operating costs and various liabilities, and may require NEE and NEE Capital to limit or eliminate certain operations.**

NEE and NEE Capital are subject to domestic and foreign environmental laws and regulations, including, but not limited to, extensive federal, state and local environmental statutes, rules and regulations relating to air quality, water quality and usage, climate change, emissions of greenhouse gases, including, but not limited to, carbon dioxide ( CO<sub>2</sub> ), waste management, hazardous wastes, marine, avian and other wildlife mortality and habitat protection, historical

artifact preservation, natural resources, health (including, but not limited to, electric

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and magnetic fields from power lines and substations), safety and RPS, that could, among other things, prevent or delay the development of power generation, power or natural gas transmission, or other infrastructure projects, restrict the output of some existing facilities, limit the availability and use of some fuels required for the production of electricity, require additional pollution control equipment, and otherwise increase costs, increase capital expenditures and limit or eliminate certain operations.

There are significant capital, operating and other costs associated with compliance with these environmental statutes, rules and regulations, and those costs could be even more significant in the future as a result of new requirements, the current trend toward more stringent standards, and stricter or more expansive application of existing environmental regulations. For example, among other new, potential or pending changes are federal regulation of CO<sub>2</sub> emissions under the Clean Power Plan and state and federal regulation of the use of hydraulic fracturing or similar technologies to drill for natural gas and related compounds used by NEE's gas infrastructure business.

Violations of current or future laws, rules, regulations or other standards could expose NEE and NEE Capital to regulatory and legal proceedings, disputes with, and legal challenges by, third parties, and potentially significant civil fines, criminal penalties and other sanctions. Proceedings could include, for example, litigation regarding property damage, personal injury, common law nuisance and enforcement by citizens or governmental authorities of environmental requirements such as air, water and soil quality standards.

### **NEE's and NEE Capital's business could be negatively affected by federal or state laws or regulations mandating new or additional limits on the production of greenhouse gas emissions.**

Federal or state laws or regulations may be adopted that would impose new or additional limits on the emissions of greenhouse gases, including, but not limited to, CO<sub>2</sub> and methane, from electric generation units using fossil fuels like coal and natural gas. Although it is currently subject to a stay issued by the U.S. Supreme Court, the Clean Power Plan is an example of such a new regulation at the federal level. The potential effects of greenhouse gas emission limits on NEE's and NEE Capital's electric generation units are subject to significant uncertainties based on, among other things, the timing of the implementation of any new requirements, the required levels of emission reductions, the nature of any market-based or tax-based mechanisms adopted to facilitate reductions, the relative availability of greenhouse gas emission reduction offsets, the development of cost-effective, commercial-scale carbon capture and storage technology and supporting regulations and liability mitigation measures, and the range of available compliance alternatives.

While NEE's and NEE Capital's electric generation units emit greenhouse gases at a lower rate of emissions than most of the U.S. electric generation sector, the results of operations of NEE and NEE Capital could be materially adversely affected to the extent that new federal or state laws or regulations impose any new greenhouse gas emission limits. Any future limits on greenhouse gas emissions could:

create substantial additional costs in the form of taxes or emission allowances;

make some of NEE's and NEE Capital's electric generation units uneconomical to operate in the long term;

require significant capital investment in carbon capture and storage technology, fuel switching, or the replacement of high-emitting generation facilities with lower-emitting generation facilities; or



affect the availability or cost of fossil fuels.

There can be no assurance that NEE or NEE Capital would be able to completely recover any such costs or investments, which could have a material adverse effect on their business, financial condition, results of operations and prospects.

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**Extensive federal regulation of the operations of NEE and NEE Capital exposes NEE and NEE Capital to significant and increasing compliance costs and may also expose them to substantial monetary penalties and other sanctions for compliance failures.**

NEE and NEE Capital are subject to extensive federal regulation, which generally imposes significant and increasing compliance costs on NEE's and NEE Capital's operations. Additionally, any actual or alleged compliance failures could result in significant costs and other potentially adverse effects of regulatory investigations, proceedings, settlements, decisions and claims, including, among other items, potentially significant monetary penalties. As an example, under the Energy Policy Act of 2005, NEE and NEE Capital, as owners and operators of bulk-power transmission systems and/or electric generation facilities, are subject to mandatory reliability standards. Compliance with these mandatory reliability standards may subject NEE and NEE Capital to higher operating costs and may result in increased capital expenditures. If NEE or NEE Capital is found not to be in compliance with these standards, it may incur substantial monetary penalties and other sanctions. Both the costs of regulatory compliance and the costs that may be imposed as a result of any actual or alleged compliance failures could have a material adverse effect on NEE's and NEE Capital's business, financial condition, results of operations and prospects.

**Changes in tax laws, as well as judgments and estimates used in the determination of tax-related asset and liability amounts, could materially adversely affect NEE's and NEE Capital's business, financial condition, results of operations and prospects.**

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

**NEE's and NEE Capital's business, financial condition, results of operations and prospects may be materially adversely affected due to adverse results of litigation.**

NEE's and NEE Capital's business, financial condition, results of operations and prospects may be materially affected by adverse results of litigation. Unfavorable resolution of legal proceedings in which NEE is involved or other future legal proceedings, including, but not limited to, class action lawsuits, may have a material adverse effect on the business, financial condition, results of operations and prospects of NEE and NEE Capital.

## **Operational Risks**

**NEE's and NEE Capital's business, financial condition, results of operations and prospects could suffer if NEE and NEE Capital do not proceed with projects under development or are unable to complete the construction of, or capital improvements to, electric generation, transmission and distribution facilities, gas infrastructure facilities or other facilities on schedule or within budget.**

NEE's and NEE Capital's ability to complete construction of, and capital improvement projects for, their electric generation, transmission and distribution facilities, gas infrastructure facilities and other facilities on schedule and

within budget may be adversely affected by escalating costs for materials and labor and regulatory compliance, inability to obtain or renew necessary licenses, rights-of-way, permits or other approvals on

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acceptable terms or on schedule, disputes involving contractors, labor organizations, land owners, governmental entities, environmental groups, Native American and aboriginal groups, lessors, joint venture partners and other third parties, negative publicity, transmission interconnection issues and other factors. If any development project or construction or capital improvement project is not completed, is delayed or is subject to cost overruns, certain associated costs may not be approved for recovery or otherwise be recoverable through regulatory mechanisms that may be available, and NEE and NEE Capital could become obligated to make delay or termination payments or become obligated for other damages under contracts, could experience the loss of tax credits or tax incentives, or delayed or diminished returns, and could be required to write off all or a portion of their investment in the project. Any of these events could have a material adverse effect on NEE's and NEE Capital's business, financial condition, results of operations and prospects.

### **NEE and NEE Capital may face risks related to project siting, financing, construction, permitting, governmental approvals and the negotiation of project development agreements that may impede their development and operating activities.**

NEE and NEE Capital own, develop, construct, manage and operate electric-generation and transmission facilities and natural gas transmission facilities. A key component of NEE's and NEE Capital's growth is their ability to construct and operate generation and transmission facilities to meet customer needs. As part of these operations, NEE and NEE Capital must periodically apply for licenses and permits from various local, state, federal and other regulatory authorities and abide by their respective conditions. Should NEE or NEE Capital be unsuccessful in obtaining necessary licenses or permits on acceptable terms, should there be a delay in obtaining or renewing necessary licenses or permits or should regulatory authorities initiate any associated investigations or enforcement actions or impose related penalties or disallowances on NEE or NEE Capital, NEE's and NEE Capital's business, financial condition, results of operations and prospects could be materially adversely affected. Any failure to negotiate successful project development agreements for new facilities with third parties could have similar results.

### **The operation and maintenance of NEE's and NEE Capital's electric generation, transmission and distribution facilities, gas infrastructure facilities and other facilities are subject to many operational risks, the consequences of which could have a material adverse effect on NEE's and NEE Capital's business, financial condition, results of operations and prospects.**

NEE's and NEE Capital's electric generation, transmission and distribution facilities, gas infrastructure facilities and other facilities are subject to many operational risks. Operational risks could result in, among other things, lost revenues due to prolonged outages, increased expenses due to monetary penalties or fines for compliance failures, liability to third parties for property and personal injury damage, a failure to perform under applicable power sales agreements or other agreements and associated loss of revenues from terminated agreements or liability for liquidated damages under continuing agreements, and replacement equipment costs or an obligation to purchase or generate replacement power at higher prices.

Uncertainties and risks inherent in operating and maintaining NEE's and NEE Capital's facilities include, but are not limited to:

risks associated with facility start-up operations, such as whether the facility will achieve projected operating performance on schedule and otherwise as planned;

failures in the availability, acquisition or transportation of fuel or other necessary supplies;

the impact of unusual or adverse weather conditions and natural disasters, including, but not limited to, hurricanes, tornadoes, icing events, floods, earthquakes and droughts;

performance below expected or contracted levels of output or efficiency;

breakdown or failure, including, but not limited to, explosions, fires, leaks or other major events, of equipment, transmission and distribution lines or pipelines;

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availability of replacement equipment;

risks of property damage or human injury from energized equipment, hazardous substances or explosions, fires, leaks or other events;

availability of adequate water resources and ability to satisfy water intake and discharge requirements;

inability to identify, manage properly or mitigate equipment defects in NEE's and NEE Capital's facilities;

use of new or unproven technology;

risks associated with dependence on a specific type of fuel or fuel source, such as commodity price risk, availability of adequate fuel supply and transportation, and lack of available alternative fuel sources;

increased competition due to, among other factors, new facilities, excess supply, shifting demand and regulatory changes; and

insufficient insurance, warranties or performance guarantees to cover any or all lost revenues or increased expenses from the foregoing.

**NEE's and NEE Capital's business, financial condition, results of operations and prospects may be negatively affected by a lack of growth or slower growth in the number of customers or in customer usage.**

Growth in customer accounts and growth of customer usage each directly influence the demand for electricity and the need for additional power generation and power delivery facilities, as well as the need for energy-related commodities such as natural gas. Customer growth and customer usage are affected by a number of factors outside the control of NEE and NEE Capital, such as mandated energy efficiency measures, demand side management requirements, and economic and demographic conditions, such as population changes, job and income growth, housing starts, new business formation and the overall level of economic activity. A lack of growth, or a decline, in the number of customers or in customer demand for electricity or natural gas and other fuels may cause NEE and NEE Capital to fail to fully realize the anticipated benefits from significant investments and expenditures and could have a material adverse effect on NEE's and NEE Capital's growth, business, financial condition, results of operations and prospects.

**NEE's and NEE Capital's business, financial condition, results of operations and prospects can be materially adversely affected by weather conditions, including, but not limited to, the impact of severe weather.**

Weather conditions directly influence the demand for electricity and natural gas and other fuels and affect the price of energy and energy-related commodities. In addition, severe weather and natural disasters, such as hurricanes, floods, tornadoes, icing events and earthquakes, can be destructive and cause power outages and property damage, reduce revenue, affect the availability of fuel and water, and require NEE and NEE Capital to incur additional costs, for example, to restore service and repair damaged facilities, to obtain replacement power and to access available financing sources. Furthermore, NEE's and NEE Capital's physical plant could be placed at greater risk of damage

should changes in the global climate produce unusual variations in temperature and weather patterns, resulting in more intense, frequent and extreme weather events, abnormal levels of precipitation and, particularly relevant to FPL, a change in sea level. FPL operates in the east and lower west coasts of Florida, an area that historically has been prone to severe weather events, such as hurricanes. A disruption or failure of electric generation, transmission or distribution systems or natural gas production, transmission, storage or distribution systems in the event of a hurricane, tornado or other severe weather event, or otherwise, could prevent NEE and NEE Capital from operating their business in the normal course and could result in any of the adverse consequences described above. Any of the foregoing could have a material adverse effect on NEE's and NEE Capital's business, financial condition, results of operations and prospects.

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At FPL and other businesses of NEE where cost recovery is available, recovery of costs to restore service and repair damaged facilities is or may be subject to regulatory approval, and any determination by the regulator not to permit timely and full recovery of the costs incurred could have a material adverse effect on NEE's and, with respect to businesses other than FPL, NEE Capital's business, financial condition, results of operations and prospects.

Changes in weather can also affect the production of electricity at power generation facilities, including, but not limited to, NEE's wind and solar facilities. For example, the level of wind resource affects the revenue produced by wind generation facilities. Because the levels of wind and solar resources are variable and difficult to predict, NEE's results of operations for individual wind and solar facilities specifically, and NEE's and NEE Capital's results of operations generally, may vary significantly from period to period, depending on the level of available resources. To the extent that resources are not available at planned levels, the financial results from these facilities may be less than expected.

**Threats of terrorism and catastrophic events that could result from terrorism, cyber attacks, or individuals and/or groups attempting to disrupt NEE's and NEE Capital's business, or the businesses of third parties, may materially adversely affect NEE's and NEE Capital's business, financial condition, results of operations and prospects.**

NEE and NEE Capital are subject to the potentially adverse operating and financial effects of terrorist acts and threats, as well as cyber attacks and other disruptive activities of individuals or groups. There have been cyber attacks on energy infrastructure such as substations, gas pipelines and related assets in the past and there may be such attacks in the future. NEE's and NEE Capital's generation, transmission and distribution facilities, fuel storage facilities, information technology systems and other infrastructure facilities and systems could be direct targets of, or otherwise be materially adversely affected by, such activities.

Terrorist acts, cyber attacks or other similar events affecting NEE's and NEE Capital's systems and facilities, or those of third parties on which NEE and NEE Capital rely, could harm NEE's and NEE Capital's business, for example, by limiting their ability to generate, purchase or transmit power, natural gas or other energy-related commodities by limiting their ability to bill customers and collect and process payments, and by delaying their development and construction of new generation, distribution or transmission facilities or capital improvements to existing facilities. These events, and governmental actions in response, could result in a material decrease in revenues, significant additional costs (for example, to repair assets, implement additional security requirements or maintain or acquire insurance), significant fines and penalties and reputational damage, could materially adversely affect NEE's and NEE Capital's operations (for example, by contributing to disruption of supplies and markets for natural gas, oil and other fuels), and could impair NEE's and NEE Capital's ability to raise capital (for example, by contributing to financial instability and lower economic activity). In addition, the implementation of security guidelines and measures has resulted in and is expected to continue to result in increased costs. Such events or actions may materially adversely affect NEE's and NEE Capital's business, financial condition, results of operations and prospects.

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

Insurance coverage may not continue to be available or may not be available at rates or on terms similar to those presently available to NEE and NEE Capital. The ability of NEE and NEE Capital to obtain insurance and the terms of any available insurance coverage could be materially adversely affected by international, national, state or local events and company-specific events, as well as the financial condition of insurers. If insurance coverage is not available or



obtainable on acceptable terms, NEE or NEE Capital may be required to pay costs associated with adverse future events. NEE and NEE Capital generally are not fully insured against all significant losses. For example, FPL is not fully insured against hurricane-related losses, but would instead seek recovery of

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such uninsured losses from customers subject to approval by the FPSC, to the extent losses exceed restricted funds set aside to cover the cost of storm damage. A loss for which NEE or NEE Capital is not fully insured could have a material adverse effect on NEE's and NEE Capital's business, financial condition, results of operations and prospects.

**NEE and NEE Capital invest in gas and oil producing and transmission assets through NEER's gas infrastructure business. The gas infrastructure business is exposed to fluctuating market prices of natural gas, natural gas liquids, oil and other energy commodities. A prolonged period of low gas and oil prices could impact NEER's gas infrastructure business and cause NEER to delay or cancel certain gas infrastructure projects and for certain existing projects to be impaired, which could materially adversely affect NEE's and NEE Capital's results of operations.**

Natural gas and oil prices are affected by supply and demand, both globally and regionally. Factors that influence supply and demand include operational issues, natural disasters, weather, political instability, conflicts, new discoveries, technological advances, economic conditions and actions by major oil-producing countries. There can be significant volatility in market prices for gas and oil, and price fluctuations could have a material effect on the financial performance of gas and oil producing and transmission assets. For example, in a low gas and oil price environment, NEER would generate less revenue from its gas infrastructure investments in gas and oil producing properties, and as a result certain investments might become less profitable or incur losses. Prolonged periods of low oil and gas prices could also result in oil and gas production and transmission projects to be delayed or cancelled or to experience lower returns, and for certain projects to become impaired, which could materially adversely affect NEE's and NEE Capital's results of operations.

**If supply costs necessary to provide NEER's full energy and capacity requirement services are not favorable, operating costs could increase and materially adversely affect NEE's and NEE Capital's business, financial condition, results of operations and prospects.**

NEER provides full energy and capacity requirements services primarily to distribution utilities, which include load-following services and various ancillary services, to satisfy all or a portion of such utilities' power supply obligations to their customers. The supply costs for these transactions may be affected by a number of factors, including, but not limited to, events that may occur after such utilities have committed to supply power, such as weather conditions, fluctuating prices for energy and ancillary services, and the ability of the distribution utilities customers to elect to receive service from competing suppliers. NEER may not be able to recover all of its increased supply costs, which could have a material adverse effect on NEE's and NEE Capital's business, financial condition, results of operations and prospects.

**Due to the potential for significant volatility in market prices for fuel, electricity and renewable and other energy commodities, NEER's inability or failure to manage properly or hedge effectively the commodity risks within its portfolios could materially adversely affect NEE's and NEE Capital's business, financial condition, results of operations and prospects.**

There can be significant volatility in market prices for fuel, electricity and renewable and other energy commodities. NEE's and NEE Capital's inability or failure to manage properly or hedge effectively its assets or positions against changes in commodity prices, volumes, interest rates, counterparty credit risk or other risk measures, based on factors both from within, or wholly or partially outside of, NEE's and NEE Capital's control, may materially adversely affect NEE's and NEE Capital's business, financial condition, results of operations and prospects.

**Sales of power on the spot market or on a short-term contractual basis may cause NEE's and NEE Capital's results of operations to be volatile.**

A portion of NEER's power generation facilities operate wholly or partially without long-term power purchase agreements. Power from these facilities is sold on the spot market or on a short-term contractual basis.

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Spot market sales are subject to market volatility, and the revenue generated from these sales is subject to fluctuation that may cause NEE's and NEE Capital's results of operations to be volatile. NEER and NEE may not be able to manage volatility adequately, which could then have a material adverse effect on NEE's and NEE Capital's business, financial condition, results of operations and prospects.

**Reductions in the liquidity of energy markets may restrict the ability of NEE and NEE Capital to manage their operational risks, which, in turn, could negatively affect NEE's and NEE Capital's results of operations.**

NEE and NEE Capital are active participants in energy markets. The liquidity of regional energy markets is an important factor in NEE's and NEE Capital's ability to manage risks in these operations. Over the past several years, other market participants have ceased or significantly reduced their activities in energy markets as a result of several factors, including, but not limited to, government investigations, changes in market design and deteriorating credit quality. Liquidity in the energy markets can be adversely affected by price volatility, restrictions on the availability of credit and other factors, and any reduction in the liquidity of energy markets could have a material adverse effect on NEE's and NEE Capital's business, financial condition, results of operations and prospects.

**NEE's and NEE Capital's hedging and trading procedures and associated risk management tools may not protect against significant losses.**

NEE and NEE Capital have hedging and trading procedures and associated risk management tools, such as separate but complementary financial, credit, operational, compliance and legal reporting systems, internal controls, management review processes and other mechanisms. NEE and NEE Capital are unable to assure that such procedures and tools will be effective against all potential risks, including, without limitation, employee misconduct. If such procedures and tools are not effective, this could have a material adverse effect on NEE's and NEE Capital's business, financial condition, results of operations and prospects.

**If price movements significantly or persistently deviate from historical behavior, NEE's and NEE Capital's risk management tools associated with their hedging and trading procedures may not protect against significant losses.**

NEE's and NEE Capital's risk management tools and metrics associated with their hedging and trading procedures, such as daily value at risk, earnings at risk, stop loss limits and liquidity guidelines, are based on historical price movements. Due to the inherent uncertainty involved in price movements and potential deviation from historical pricing behavior, NEE and NEE Capital are unable to assure that their risk management tools and metrics will be effective to protect against material adverse effects on their business, financial condition, results of operations and prospects.

**If power transmission or natural gas, nuclear fuel or other commodity transportation facilities are unavailable or disrupted, FPL's and NEER's ability to sell and deliver power or natural gas may be limited.**

FPL and NEER depend upon power transmission and natural gas, nuclear fuel and other commodity transportation facilities, many of which they do not own. Occurrences affecting the operation of these facilities that may or may not be beyond FPL's and NEER's control (such as severe weather or a generation or transmission facility outage, pipeline rupture, or sudden and significant increase or decrease in wind generation) may limit or halt the ability of FPL and NEER to sell and deliver power and natural gas, or to purchase necessary fuels and other commodities, which could materially adversely impact NEE's and NEE Capital's business, financial condition, results of operations and prospects.



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### **NEE and NEE Capital are subject to credit and performance risk from customers, hedging counterparties and vendors.**

NEE and NEE Capital are exposed to risks associated with the creditworthiness and performance of their customers, hedging counterparties and vendors under contracts for the supply of equipment, materials, fuel and other goods and services required for their business operations and for the construction and operation of, and for capital improvements to, their facilities. Adverse conditions in the energy industry or the general economy, as well as circumstances of individual customers, hedging counterparties and vendors, may adversely affect the ability of some customers, hedging counterparties and vendors to perform as required under their contracts with NEE and NEE Capital. For example, the prolonged downturn in oil and natural gas prices has adversely affected the financial stability of a number of enterprises in the energy industry, including some with which NEE and NEE Capital do business.

If any hedging, vending or other counterparty fails to fulfill its contractual obligations, NEE and NEE Capital may need to make arrangements with other counterparties or vendors, which could result in material financial losses, higher costs, untimely completion of power generation facilities and other projects, and/or a disruption of their operations. If a defaulting counterparty is in poor financial condition, NEE and NEE Capital may not be able to recover damages for any contract breach.

### **NEE and NEE Capital could recognize financial losses or a reduction in operating cash flows if a counterparty fails to perform or make payments in accordance with the terms of derivative contracts or if NEE or NEE Capital is required to post margin cash collateral under derivative contracts.**

NEE and NEE Capital use derivative instruments, such as swaps, options, futures and forwards, some of which are traded in the OTC markets or on exchanges, to manage their commodity and financial market risks, and for NEE to engage in trading and marketing activities. Any failures by their counterparties to perform or make payments in accordance with the terms of those transactions could have a material adverse effect on NEE's or NEE Capital's business, financial condition, results of operations and prospects. Similarly, any requirement for NEE or NEE Capital to post margin cash collateral under its derivative contracts could have a material adverse effect on its business, financial condition, results of operations and prospects. These risks may be increased during periods of adverse market or economic conditions affecting the industries in which NEE and NEE Capital participate.

### **NEE and NEE Capital are highly dependent on sensitive and complex information technology systems, and any failure or breach of those systems could have a material adverse effect on their business, financial condition, results of operations and prospects.**

NEE and NEE Capital operate in a highly regulated industry that requires the continuous functioning of sophisticated information technology systems and network infrastructure. Despite NEE's and NEE Capital's implementation of security measures, all of their technology systems are vulnerable to disability, failures or unauthorized access due to such activities. If NEE's or NEE Capital's information technology systems were to fail or be breached, sensitive confidential and other data could be compromised and NEE and NEE Capital could be unable to fulfill critical business functions.

NEE's and NEE Capital's business is highly dependent on their ability to process and monitor, on a daily basis, a very large number of transactions, many of which are highly complex and cross numerous and diverse markets. Due to the size, scope, complexity and geographical reach of NEE's and NEE Capital's business, the development and maintenance of information technology systems to keep track of and process information is critical and challenging. NEE's and NEE Capital's operating systems and facilities may fail to operate properly or become disabled as a result of events that are either within, or wholly or partially outside of, their control, such as operator error, severe weather or

terrorist activities. Any such failure or disabling event could materially adversely affect NEE's and NEE Capital's ability to process transactions and provide services, and their business, financial condition, results of operations and prospects.

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NEE and NEE Capital add, modify and replace information systems on a regular basis. Modifying existing information systems or implementing new or replacement information systems is costly and involves risks, including, but not limited to, integrating the modified, new or replacement system with existing systems and processes, implementing associated changes in accounting procedures and controls, and ensuring that data conversion is accurate and consistent. Any disruptions or deficiencies in existing information systems, or disruptions, delays or deficiencies in the modification or implementation of new information systems, could result in increased costs, the inability to track or collect revenues and the diversion of management's and employees' attention and resources, and could negatively impact the effectiveness of the companies' control environment, and/or the companies' ability to timely file required regulatory reports.

NEE and NEE Capital also face the risks of operational failure or capacity constraints of third parties, including, but not limited to, those who provide power transmission and natural gas transportation services.

### **NEE's and NEE Capital's retail businesses are subject to the risk that sensitive customer data may be compromised, which could result in a material adverse impact to their reputation and/or the results of operations of the retail business.**

NEE's and NEE Capital's retail businesses require access to sensitive customer data in the ordinary course of business. NEE's and NEE Capital's retail businesses may also need to provide sensitive customer data to vendors and service providers who require access to this information in order to provide services, such as call center services, to the retail businesses. If a significant breach occurred, the reputation of NEE and NEE Capital could be materially adversely affected, customer confidence could be diminished, or customer information could be subject to identity theft. NEE and NEE Capital would be subject to costs associated with the breach and/or NEE and NEE Capital could be subject to fines and legal claims, any of which may have a material adverse effect on the business, financial condition, results of operations and prospects of NEE and NEE Capital.

### **NEE and NEE Capital could recognize financial losses as a result of volatility in the market values of derivative instruments and limited liquidity in OTC markets.**

NEE and NEE Capital execute transactions in derivative instruments on either recognized exchanges or via the OTC markets, depending on management's assessment of the most favorable credit and market execution factors. Transactions executed in OTC markets have the potential for greater volatility and less liquidity than transactions on recognized exchanges. As a result, NEE and NEE Capital may not be able to execute desired OTC transactions due to such heightened volatility and limited liquidity.

In the absence of actively quoted market prices and pricing information from external sources, the valuation of derivative instruments involves management's judgment and use of estimates. As a result, changes in the underlying assumptions or use of alternative valuation methods could affect the reported fair value of these derivative instruments and have a material adverse effect on NEE's and NEE Capital's business, financial condition, results of operations and prospects.

### **NEE and NEE Capital may be materially adversely affected by negative publicity.**

From time to time, political and public sentiment may result in a significant amount of adverse press coverage and other adverse public statements affecting NEE and NEE Capital. Adverse press coverage and other adverse statements, whether or not driven by political or public sentiment, may also result in investigations by regulators, legislators and law enforcement officials or in legal claims. Responding to these investigations and lawsuits, regardless of the ultimate outcome of the proceeding, can divert the time and effort of senior management from NEE's



and NEE Capital's business.

Addressing any adverse publicity, governmental scrutiny or enforcement or other legal proceedings is time consuming and expensive and, regardless of the factual basis for the assertions being made, can have a negative

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impact on the reputation of NEE and NEE Capital, on the morale and performance of their employees and on their relationships with their respective regulators. It may also have a negative impact on their ability to take timely advantage of various business and market opportunities. The direct and indirect effects of negative publicity, and the demands of responding to and addressing it, may have a material adverse effect on NEE's and NEE Capital's business, financial condition, results of operations and prospects.

### **NEE's business, financial condition, results of operations and prospects may be materially adversely affected if FPL is unable to maintain, negotiate or renegotiate franchise agreements on acceptable terms with municipalities and counties in Florida.**

FPL must negotiate franchise agreements with municipalities and counties in Florida to provide electric services within such municipalities and counties, and electricity sales generated pursuant to these agreements represent a very substantial portion of FPL's revenues. If FPL is unable to maintain, negotiate or renegotiate such franchise agreements on acceptable terms, it could contribute to lower earnings and FPL may not fully realize the anticipated benefits from significant investments and expenditures, which could materially adversely affect NEE's business, financial condition, results of operations and prospects.

### **Increasing costs associated with health care plans may materially adversely affect NEE's and NEE Capital's results of operations.**

The costs of providing health care benefits to employees and retirees have increased substantially in recent years. NEE and NEE Capital anticipate that their employee benefit costs, including, but not limited to, costs related to health care plans for employees and former employees, will continue to rise. The increasing costs and funding requirements associated with NEE's and NEE Capital's health care plans may materially adversely affect NEE's and NEE Capital's business, financial condition, results of operations and prospects.

### **NEE's and NEE Capital's business, financial condition, results of operations and prospects could be negatively affected by the lack of a qualified workforce or the loss or retirement of key employees.**

NEE and NEE Capital may not be able to service customers, grow their business or generally meet their other business plan goals effectively and profitably if they do not attract and retain a qualified workforce. Additionally, the loss or retirement of key executives and other employees may materially adversely affect service and productivity and contribute to higher training and safety costs.

Over the next several years, a significant portion of NEE's and NEE Capital's workforce, including, but not limited to, many workers with specialized skills maintaining and servicing the nuclear generation facilities and electrical infrastructure, will be eligible to retire. Such highly skilled individuals may not be able to be replaced quickly due to the technically complex work they perform. If a significant amount of such workers retire and are not replaced, the subsequent loss in productivity and increased recruiting and training costs could result in a material adverse effect on NEE's and NEE Capital's business, financial condition, results of operations and prospects.

### **NEE's and NEE Capital's business, financial condition, results of operations and prospects could be materially adversely affected by work strikes or stoppages and increasing personnel costs.**

Employee strikes or work stoppages could disrupt operations and lead to a loss of revenue and customers. Personnel costs may also increase due to inflationary or competitive pressures on payroll and benefits costs and revised terms of collective bargaining agreements with union employees. These consequences could have a material adverse effect on NEE's and NEE Capital's business, financial condition, results of operations and prospects.

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

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

**NextEra Energy Partners, LP's ( NEP ) acquisitions may not be completed and, even if completed, NEE and NEE Capital may not realize the anticipated benefits of any acquisitions, which could materially adversely affect NEE's and NEE Capital's business, financial condition, results of operations and prospects.**

During 2014, NEE formed NEP to acquire, manage and own contracted clean energy projects with stable, long-term cash flows. NEE and NEE Capital may not realize the anticipated benefits from the acquisition, in October 2015, of the membership interests in NET Holdings Management, LLC, a developer, owner and operator of a portfolio of seven intrastate long-term contracted natural gas pipeline assets located in Texas ( Texas pipeline business ). Although NEP has made a number of acquisitions of wind and solar generation projects, the Texas pipeline business is the first third party acquisition by NEP and is NEP's first acquisition of natural gas pipeline assets.

In the future NEP may make additional acquisitions of assets which are inherently risky and NEE and NEE Capital may not realize the anticipated benefits of any acquisitions, which could materially adversely affect NEE's and NEE Capital's business, financial condition, results of operations and prospects.

## **Nuclear Generation Risks**

**The construction, operation and maintenance of NEE's and NEE Capital's nuclear generation facilities involve environmental, health and financial risks that could result in fines or the closure of the facilities and in increased costs and capital expenditures.**

NEE's and NEE Capital's nuclear generation facilities are subject to environmental, health and financial risks, including, but not limited to, those relating to site storage of spent nuclear fuel, the disposition of spent nuclear fuel, leakage and emissions of tritium and other radioactive elements in the event of a nuclear accident or otherwise, the threat of a terrorist attack and other potential liabilities arising out of the ownership or operation of the facilities. NEE and NEE Capital maintain decommissioning funds and external insurance coverage which are intended to reduce the financial exposure to some of these risks; however, the cost of decommissioning nuclear generation facilities could exceed the amount available in NEE's and NEE Capital's decommissioning funds, and the exposure to liability and property damages could exceed the amount of insurance coverage. If NEE or NEE Capital is unable to recover the additional costs incurred through insurance or, in the case of FPL, through regulatory mechanisms, NEE's and NEE Capital's business, financial condition, results of operations and prospects could be materially adversely affected.

**In the event of an incident at any nuclear generation facility in the U.S. or at certain nuclear generation facilities in Europe, NEE and NEE Capital could be assessed significant retrospective assessments and/or retrospective insurance premiums as a result of their participation in a secondary financial protection system and nuclear insurance mutual companies.**

Liability for accidents at nuclear power plants is governed by the Price-Anderson Act, which limits the liability of nuclear reactor owners to the amount of insurance available from both private sources and an industry retrospective

payment plan. In accordance with this Act, NEE maintains \$375 million of private liability insurance per site, which is the maximum obtainable, and participates in a secondary financial protection system,

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which provides up to \$13.0 billion of liability insurance coverage per incident at any nuclear reactor in the U.S. Under the secondary financial protection system, NEE is subject to retrospective assessments and/or retrospective insurance premiums of up to \$1.0 billion, plus any applicable taxes, per incident at any nuclear reactor in the U.S. or at certain nuclear generation facilities in Europe, regardless of fault or proximity to the incident, payable at a rate not to exceed \$152 million per incident per year. Such assessments, if levied, could materially adversely affect NEE's and NEE Capital's business, financial condition, results of operations and prospects.

### **U.S. Nuclear Regulatory Commission ( NRC ) orders or new regulations related to increased security measures and any future safety requirements promulgated by the NRC could require NEE and NEE Capital to incur substantial operating and capital expenditures at their nuclear generation facilities.**

The NRC has broad authority to impose licensing and safety-related requirements for the operation and maintenance of nuclear generation facilities, the addition of capacity at existing nuclear generation facilities and the construction of nuclear generation facilities, and these requirements are subject to change. In the event of non-compliance, the NRC has the authority to impose fines or shut down a nuclear generation facility, or to take both of these actions, depending upon its assessment of the severity of the situation, until compliance is achieved. Any of the foregoing events could require NEE and NEE Capital to incur increased costs and capital expenditures, and could reduce revenues.

Any serious nuclear incident occurring at a NEE or NEE Capital plant could result in substantial remediation costs and other expenses. A major incident at a nuclear facility anywhere in the world could cause the NRC to limit or prohibit the operation or licensing of any domestic nuclear generation facility. An incident at a nuclear facility anywhere in the world also could cause the NRC to impose additional conditions or other requirements on the industry, or on certain types of nuclear generation units, which could increase costs, reduce revenues and result in additional capital expenditures.

### **The inability to operate any of NEE's or FPL's nuclear generation units through the end of their respective operating licenses could have a material adverse effect on NEE's and NEE Capital's business, financial condition, results of operations and prospects.**

The operating licenses for NEE's and NEE Capital's nuclear generation facilities extend through at least 2030. If the facilities cannot be operated for any reason through the life of those operating licenses, NEE or NEE Capital may be required to increase depreciation rates, incur impairment charges and accelerate future decommissioning expenditures, any of which could materially adversely affect their business, financial condition, results of operations and prospects.

### **Various hazards posed to nuclear generation facilities, along with increased public attention to and awareness of such hazards, could result in increased nuclear licensing or compliance costs which are difficult or impossible to predict and could have a material adverse effect on NEE's and NEE Capital's business, financial condition, results of operations and prospects.**

The threat of terrorist activity, as well as recent international events implicating the safety of nuclear facilities, could result in more stringent or complex measures to keep facilities safe from a variety of hazards, including, but not limited to, natural disasters such as earthquakes and tsunamis, as well as terrorist or other criminal threats. This increased focus on safety could result in higher compliance costs which, at present, cannot be assessed with any measure of certainty and which could have a material adverse effect on NEE's and NEE Capital's business, financial condition, results of operations and prospects.



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**NEE's and NEE Capital's nuclear units are periodically removed from service to accommodate normal refueling and maintenance outages, and for other purposes. If planned outages last longer than anticipated or if there are unplanned outages, NEE's and NEE Capital's results of operations and financial condition could be materially adversely affected.**

NEE's and NEE Capital's nuclear units are periodically removed from service to accommodate normal refueling and maintenance outages, including, but not limited to, inspections, repairs and certain other modifications. In addition, outages may be scheduled, often in connection with a refueling outage, to replace equipment, to increase the generating capacity at a particular nuclear unit, or for other purposes, and those planned activities increase the time the unit is not in operation. In the event that a scheduled outage lasts longer than anticipated or in the event of an unplanned outage due to, for example, equipment failure, such outages could materially adversely affect NEE's or NEE Capital's business, financial condition, results of operations and prospects.

## **Liquidity and Capital Requirements Risks**

**Disruptions, uncertainty or volatility in the credit and capital markets may negatively affect NEE's and NEE Capital's ability to fund their liquidity and capital needs and to meet their growth objectives, and can also materially adversely affect the results of operations and financial condition of NEE and NEE Capital.**

NEE and NEE Capital rely on access to capital and credit markets as significant sources of liquidity for capital requirements and other operations requirements that are not satisfied by operating cash flows. Disruptions, uncertainty or volatility in those capital and credit markets, including, but not limited to, the conditions of the most recent financial crises in the U.S. and abroad, could increase NEE's and NEE Capital's cost of capital. If NEE or NEE Capital is unable to access regularly the capital and credit markets on terms that are reasonable, it may have to delay raising capital, issue shorter-term securities and incur an unfavorable cost of capital, which, in turn, could adversely affect its ability to grow its business, could contribute to lower earnings and reduced financial flexibility, and could have a material adverse effect on its business, financial condition, results of operations and prospects.

Although NEE's and NEE Capital's competitive energy subsidiaries have used non-recourse or limited-recourse, project-specific or other financing in the past, market conditions and other factors could adversely affect the future availability of such financing. The inability of NEE's and NEE Capital's subsidiaries including, without limitation, NEP and its subsidiaries, to access the capital and credit markets to provide project-specific or other financing for electric-generation or other facilities or acquisitions on favorable terms, whether because of disruptions or volatility in those markets or otherwise, could necessitate additional capital raising or borrowings by NEE and/or NEE Capital in the future.

The inability of subsidiaries that have existing project-specific or other financing arrangements to meet the requirements of various agreements relating to those financings could give rise to a project-specific financing default which, if not cured or waived, might result in the specific project, and potentially in some limited instances its parent companies, being required to repay the associated debt or other borrowings earlier than otherwise anticipated, and if such repayment were not made, the lenders or security holders would generally have rights to foreclose against the project assets and related collateral. Such an occurrence also could result in NEE and NEE Capital expending additional funds or incurring additional obligations over the shorter term to ensure continuing compliance with project-specific financing arrangements based upon the expectation of improvement in the project's performance or financial returns over the longer term. Any of these actions could materially adversely affect NEE's and NEE Capital's business, financial condition, results of operations and prospects, as well as the availability or terms of future financings for NEE, NEE Capital or their respective subsidiaries.



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**NEE s, NEE Capital s and FPL s inability to maintain their current credit ratings may materially adversely affect NEE s and NEE Capital s liquidity and results of operations, limit the ability of NEE and NEE Capital to grow their business, and increase interest costs.**

The inability of NEE, NEE Capital and FPL to maintain their current credit ratings could materially adversely affect their ability to raise capital or obtain credit on favorable terms, which, in turn, could impact NEE s, NEE Capital s and FPL s ability to grow their business and service indebtedness and repay borrowings, and would likely increase their interest costs. In addition, certain agreements and guarantee arrangements would require posting of additional collateral in the event of a ratings downgrade. Some of the factors that can affect credit ratings are cash flows, liquidity, the amount of debt as a component of total capitalization, NEE s and NEE Capital s overall business mix and political, legislative and regulatory actions. There can be no assurance that one or more of the ratings of NEE, NEE Capital and FPL will not be lowered or withdrawn entirely by a rating agency.

**NEE s, NEE Capital s and FPL s liquidity may be impaired if their credit providers are unable to fund their credit commitments to the companies or to maintain their current credit ratings.**

The inability of NEE s, NEE Capital s and FPL s credit providers to fund their credit commitments or to maintain their current credit ratings could require NEE, NEE Capital or FPL, among other things, to renegotiate requirements in agreements, find an alternative credit provider with acceptable credit ratings to meet funding requirements, or post cash collateral and could have a material adverse effect on NEE s, NEE Capital s and FPL s liquidity.

**Poor market performance and other economic factors could affect NEE s defined benefit pension plan s funded status, which may materially adversely affect NEE s and NEE Capital s business, financial condition, liquidity and results of operations and prospects.**

NEE sponsors a qualified noncontributory defined benefit pension plan for substantially all employees of NEE and its subsidiaries. A decline in the market value of the assets held in the defined benefit pension plan due to poor investment performance or other factors may increase the funding requirements for this obligation.

NEE s defined benefit pension plan is sensitive to changes in interest rates, since, as interest rates decrease the funding liabilities increase, potentially increasing benefits costs and funding requirements. Any increase in benefits costs or funding requirements may have a material adverse effect on NEE s and NEE Capital s business, financial condition, liquidity, results of operations and prospects.

**Poor market performance and other economic factors could adversely affect the asset values of NEE s and NEE Capital s nuclear decommissioning funds, which may materially adversely affect NEE s and NEE Capital s liquidity and results of operations.**

NEE and NEE Capital are required to maintain decommissioning funds to satisfy their future obligations to decommission their nuclear power plants. A decline in the market value of the assets held in the decommissioning funds due to poor investment performance or other factors may increase the funding requirements for these obligations. Any increase in funding requirements may have a material adverse effect on NEE s and NEE Capital s business, financial condition, results of operations and prospects.

**Certain of NEE s and NEE Capital s investments are subject to changes in market value and other risks, which may materially adversely affect NEE s and NEE Capital s liquidity, financial results and results of operations.**

NEE and NEE Capital hold other investments where changes in the fair value affect NEE's and NEE Capital's financial results. In some cases there may be no observable market values for these investments,

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requiring fair value estimates to be based on other valuation techniques. This type of analysis requires significant judgment and the actual values realized in a sale of these investments could differ materially from those estimated. A sale of an investment below previously estimated value, or other decline in the fair value of an investment, could result in losses or the write-off of such investment, and may have a material adverse effect on NEE's and NEE Capital's liquidity, financial condition and results of operations.

**NEE and NEE Capital may be unable to meet their ongoing and future financial obligations if their respective subsidiaries are unable to pay upstream dividends or repay funds to NEE and NEE Capital.**

NEE and NEE Capital are each a holding company and, as such, have no material operations of their own. Substantially all of NEE's and NEE Capital's consolidated assets are held by their respective subsidiaries. NEE's and NEE Capital's ability to meet their financial obligations, including, but not limited to, their guarantees, are primarily dependent on their subsidiaries' net income and cash flows, which are subject to the risks of their respective businesses, and their ability to pay upstream dividends or to repay funds to NEE and NEE Capital.

NEE's and NEE Capital's subsidiaries are separate legal entities and have no independent obligation to provide NEE or NEE Capital with funds for their payment obligations. The subsidiaries have financial obligations, including, but not limited to, payment of debt service, which they must satisfy before they can provide NEE or NEE Capital with funds. In addition, in the event of a subsidiary's liquidation or reorganization, NEE's and NEE Capital's right to participate in a distribution of assets is subject to the prior claims of the subsidiary's creditors.

The dividend-paying ability of some of the subsidiaries is limited by contractual restrictions which are contained in outstanding financing agreements and which may be included in future financing agreements. The future enactment of laws or regulations also may prohibit or restrict the ability of NEE's and NEE Capital's respective subsidiaries to pay upstream dividends or to repay funds.

**NEE and NEE Capital may be unable to meet their ongoing and future financial obligations if NEE or NEE Capital is required to perform under guarantees of obligations of its subsidiaries.**

NEE guarantees many of the obligations of its consolidated subsidiaries, other than FPL, through guarantee agreements with NEE Capital. NEE Capital, in turn, guarantees many of the obligations of its consolidated subsidiaries through additional guarantee agreements. These guarantees may require NEE or NEE Capital to provide substantial funds to their respective subsidiaries or their creditors or counterparties at a time when NEE or NEE Capital is in need of liquidity to meet its own financial obligations. Funding such guarantees may materially adversely affect NEE's and NEE Capital's ability to meet their financial obligations or to pay dividends.

**NEP may not be able to access sources of capital on commercially reasonable terms, which would have a material adverse effect on its ability to consummate future acquisitions and on the value of NEE's limited partner interest in NextEra Energy Operating Partners, LP ( NEP OpCo ).**

NEE and NEE Capital understand that NEP expects to finance acquisitions of clean energy projects partially or wholly through the issuance of additional common units. NEP needs to be able to access the capital markets on commercially reasonable terms when acquisition opportunities arise. NEP's ability to access the equity capital markets is dependent on, among other factors, the overall state of the capital markets and investor appetite for investment in clean energy projects in general and NEP's common units in particular. An inability to obtain equity financing on commercially reasonable terms could limit NEP's ability to consummate future acquisitions and to effectuate its growth strategy in the manner currently contemplated. Furthermore there may not be sufficient availability under NEP OpCo's subsidiaries' revolving credit facility or other financing arrangements on commercially reasonable terms when

acquisition opportunities arise. If debt financing is available, it may be available only on terms that could significantly increase NEP's interest expense, impose additional or more

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restrictive covenants and reduce cash distributions to its unitholders. An inability to access sources of capital on commercially reasonable terms could significantly limit NEP's ability to consummate future acquisitions and to effectuate its growth strategy. NEP's inability to effectively consummate future acquisitions could have a material adverse effect on NEP's ability to grow its business and make cash distributions to its unitholders.

Through an indirect wholly owned subsidiary, NEE owns a limited partner interest in NEP OpCo. NEP's inability to access the capital markets on commercially reasonable terms and effectively consummate future acquisitions could have a material adverse effect on NEP's ability to grow its cash distributions to its unitholders, including NEE and NEE Capital, and on the value of NEE's and NEE Capital's limited partnership interest in NEP OpCo.

### **Risks Relating to the Equity Units**

#### **Investors assume the risk that the market value of NEE common stock may decline.**

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

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

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

In particular, a formula will be applied under which a holder of Equity Units will receive none of the appreciation in the value of NEE common stock if the applicable market value of NEE common stock calculated by reference to the closing prices of NEE common stock over a 20-trading day period that precedes the purchase contract settlement date is less than the threshold appreciation price but greater than the reference price.

In addition, because the number of shares of NEE common stock to be delivered on the purchase contract settlement date will be based on the closing price of NEE common stock on each of the 20 consecutive trading days used to calculate such number of shares, the shares of NEE common stock a holder receives may be worth less than the shares of NEE common stock that would have been received had the number of shares of NEE common stock been calculated based on the closing price on the purchase contract settlement date.

#### **The trading price of NEE common stock, the general level of interest rates and NEE's and NEE Capital's credit quality will directly affect the trading prices for the Equity Units.**

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

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

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

The market price of NEE common stock has been, and may continue to be, subject to significant fluctuations due to factors relating to the operating performance of NEE and its subsidiaries and conditions in the electric utility and wholesale electric generation industries, including the risk factors and other information incorporated by reference or provided in this prospectus supplement or in the accompanying prospectus. In addition, the stock market in recent years has experienced extreme price and volume fluctuations. This volatility has had a significant impact on the market price of securities issued by many companies, including NEE and other electric power companies. The changes in the market prices of securities may appear to occur without regard to the financial results of these companies. Accordingly, the market price of NEE common stock could fluctuate based upon factors that are not directly related to the operating performance of NEE and its subsidiaries, and these fluctuations could materially reduce NEE's stock price.

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

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

**Holders of Equity Units will not be entitled to any rights with respect to NEE common stock, but will be subject to all changes affecting NEE common stock.**

Holders of Equity Units will not be entitled to any rights with respect to NEE common stock (including, without limitation, voting rights, rights to receive any dividends or other distributions on NEE common stock), but will be subject to all changes affecting NEE common stock. Holders of Equity Units will only be entitled to rights with respect to NEE common stock if NEE delivers shares of NEE common stock upon settlement of purchase contracts on September 1, 2019, or as a result of early settlement of a purchase contract, as the case may be (and then only with respect to the shares actually delivered on or before September 1, 2019, as the case may be), and the applicable record date, if any, for the exercise of rights or the receipt of dividends or other distributions occurs after that date. For example, in the event that an amendment is proposed to NEE's restated articles of incorporation, or Charter, or to its bylaws that requires shareholder approval and the record date for determining the shareholders of record entitled to vote on the amendment occurs prior to delivery of NEE common stock to holders of Equity Units, those holders will not be entitled to vote on the amendment, although they will nevertheless be subject to any changes in the powers, preferences or special rights of NEE common stock.

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

If a fundamental change (as defined below under Description of the Purchase Contracts Early Settlement upon a Fundamental Change ) occurs and a holder of Equity Units exercises its fundamental change early settlement right, such holder will be entitled to receive additional value in respect of make-whole shares unless the price paid per share of NEE common stock upon a fundamental change is in excess of \$ , subject to adjustment. A description of how the make-whole shares will be determined is set forth under Description of the Purchase Contracts Early Settlement upon a Fundamental Change Calculation of the Number of Make-Whole Shares. Although the make-whole shares are



designed to compensate a holder of Equity Units for the lost value of its Equity Units as a result of a fundamental change, this feature may not adequately compensate a holder for such loss.

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

The number of shares of NEE common stock that holders of Equity Units are entitled to receive on the purchase contract settlement date, or as a result of early settlement of a purchase contract, is subject to adjustment for certain events arising from stock splits and combinations, stock dividends, certain cash dividends and certain other actions by NEE that modify its capital structure. See Description of the Purchase Contracts Anti-dilution Adjustments. NEE will not adjust the number of shares of NEE common stock that the holders are to receive on the purchase contract settlement date, or as a result of early settlement of a purchase contract, for other events, including, but not limited to, offerings of common stock by NEE for cash, or of securities convertible or exchangeable for NEE common stock or issuances in connection with acquisitions or issuances pursuant to any employment contract, benefit plan or other similar arrangement with or for the benefit of employees, officers, directors, consultants or agents or a stock purchase or dividend reinvestment plan. There can be no assurance that an event that adversely affects the value of the Equity Units, but does not result in an adjustment to the settlement rate, will not occur. Further, NEE is not restricted from issuing additional common stock during the term of the purchase contracts and has no obligation to consider the interests of holders of Equity Units for any reason. If NEE issues additional shares of its common stock, that issuance may materially and adversely affect the price of NEE common stock and, because of the relationship of the number of shares to be received on the purchase contract settlement date to the price of NEE common stock, such other events may adversely affect the trading price of Corporate Units or Treasury Units.

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

Prior to this offering, there has not been a market for the Corporate Units, Treasury Units or NEE Capital debentures. NEE does not intend to apply to list the Corporate Units on a securities exchange. However, if NEE is advised by the underwriters prior to issuance of the Corporate Units that the NYSE's minimum distribution requirement for listing the Corporate Units has been satisfied and the underwriters request NEE to apply for listing on the NYSE, NEE will apply to list those securities on the NYSE. The minimum distribution requirement for listing the Corporate Units on the NYSE requires that there be at least 400 beneficial holders of the Corporate Units. There can be no assurance that such requirement will be satisfied. Accordingly, no investor should take account of the potential for listing the Corporate Units with the NYSE when considering whether to make an investment in such securities. Neither NEE nor NEE Capital has any obligation or intention to apply for any separate listing of the Treasury Units or the NEE Capital debentures on any securities exchange. There can be no assurance as to the liquidity of any secondary market that may develop for the Corporate Units, the Treasury Units or the NEE Capital debentures, whether a trading market, if it develops, will continue, or a holder's ability to sell those securities. In addition, in the event a holder were to substitute Treasury securities for NEE Capital debentures or NEE Capital debentures for Treasury securities, thereby converting Corporate Units to Treasury Units or Treasury Units to Corporate Units, as the case may be, the liquidity of Corporate Units or Treasury Units could be adversely affected. There can be no assurance that the Corporate Units, if listed on the NYSE, will not be delisted or that trading in the Corporate Units will not be suspended as a result of the election by one or more holders to create Treasury Units by substituting collateral, which could cause the number of Corporate Units to fall below the requirement for the continued listing of such securities on the NYSE.

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

Although holders of Equity Units will be the beneficial owners of the applicable ownership interests in the related NEE Capital debentures, Treasury securities or Treasury portfolio, as the case may be, those underlying applicable

ownership interests will be pledged to NEE through the collateral agent to secure the holders' obligations to purchase NEE common stock under the related purchase contracts. Thus, the holders' rights to the pledged securities will be subject to NEE's security interest. Additionally, notwithstanding the automatic

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termination of the purchase contracts in the event that NEE becomes the subject of a proceeding under the U.S. Bankruptcy Code, the delivery of the pledged securities to holders of Equity Units may be delayed by the imposition of the automatic stay of Section 362 of the U.S. Bankruptcy Code. Moreover, claims arising out of the NEE Capital debentures would be subject to the equitable jurisdiction and powers of the bankruptcy court. For example, although NEE does not believe such an argument would prevail, a party in interest in a bankruptcy proceeding might successfully argue that the holders of Corporate Units or Treasury Units should be treated as equity holders, rather than creditors or owners of collateral, in the bankruptcy proceeding.

**NEE Capital may redeem the NEE Capital debentures upon the occurrence of a special event.**

NEE Capital has the option to redeem the NEE Capital debentures, upon at least 30 but not more than 60 days prior written notice, in whole but not in part, if a special event occurs and continues under the circumstances described in this prospectus supplement under Certain Terms of the NEE Capital Debentures Special Event Redemption. If NEE Capital exercises this option, it will redeem the NEE Capital debentures at the redemption amount plus accrued and unpaid interest, if any. If NEE Capital redeems the NEE Capital debentures, it will pay the redemption amount in cash to the holders of the NEE Capital debentures that are not part of the Corporate Units. If the special event redemption occurs prior to a successful remarketing of the NEE Capital debentures, or if the NEE Capital debentures are not successfully remarketed prior to the purchase contract settlement date, the redemption price for the NEE Capital debentures that are a component of the Corporate Units at the time of the special event redemption will be distributed to the collateral agent, who in turn will purchase the Treasury portfolio on behalf of the holders of those Corporate Units and remit the remainder of the redemption price, if any, to the purchase contract agent for payment to the holders. The Treasury portfolio will be substituted for NEE Capital debentures and will be pledged to NEE through the collateral agent to secure the Corporate Unit holders' obligations to purchase NEE common stock under the related purchase contracts. Holders of NEE Capital debentures that are not components of Corporate Units will receive redemption payments directly. There can be no assurance as to the impact on the market prices for the Corporate Units if the Treasury portfolio is substituted as collateral in place of the NEE Capital debentures so redeemed. A special event redemption will be a taxable event to the holders of the NEE Capital debentures.

**NEE Capital and NEE are each holding companies. Neither the indenture nor NEE's guarantee of the NEE Capital debentures limits the amount of debt or preferred stock that NEE Capital, NEE or their respective subsidiaries may issue, guarantee or otherwise incur. The claims of creditors and holders of preferred stock of NEE Capital's subsidiaries are effectively senior to claims of holders of NEE Capital debentures. The claims of creditors and holders of preferred stock of NEE's subsidiaries are effectively senior to claims of holders of NEE Capital debentures under NEE's guarantee thereof and to claims of the holders of the Equity Units. In addition, contract adjustment payments will be subordinated obligations of NEE.**

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

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

NEE Capital to place liens on any of its assets other than the capital stock of directly held, majority-owned subsidiaries;

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NEE Capital or NEE to cause the transfer of its assets or those of its subsidiaries, including the capital stock covered by the foregoing restrictions;

NEE to place liens on any of its assets; or

any of the direct or indirect subsidiaries of NEE Capital or NEE (other than NEE Capital) to place liens on any of their assets.

NEE and NEE Capital are each a holding company that derive substantially all of their income from their respective operating subsidiaries. Accordingly, the ability of NEE Capital to service its debt, including its obligations under the NEE Capital debentures, and the ability of NEE to service its debt, including its obligations under the guarantee of the NEE Capital debentures, and other obligations are primarily dependent on the net income and cash flows of their respective subsidiaries and the ability of such subsidiaries to pay dividends or make loans or advances to, and to repay loans or advances from, NEE Capital and NEE, respectively. In addition, any payment of dividends, loans or advances by those subsidiaries could be subject to statutory or contractual restrictions. The subsidiaries of NEE Capital are separate and distinct legal entities and have no obligation to pay any amounts due on the NEE Capital debentures, and the subsidiaries of NEE are separate and distinct legal entities and have no obligation to pay any amounts due under NEE's guarantee of the NEE Capital debentures.

Therefore, the NEE Capital debentures, NEE's obligations under the guarantee of NEE Capital debentures and NEE's obligations with respect to the Equity Units will be effectively subordinated to existing and future obligations, including debt and any preferred stock or other preferred securities at the subsidiary level. In the event of a liquidation or reorganization of a subsidiary of NEE Capital or NEE, the claims of that subsidiary's creditors and preferred shareholders generally will be paid before payments can be made to NEE Capital or NEE, as the case may be, that could be applied by NEE Capital to payments on the NEE Capital debentures, NEE's obligations under the guarantee of NEE Capital debentures or NEE's obligations with respect to the Equity Units or to other creditors of NEE Capital or NEE, respectively. In the event of a liquidation or reorganization of a subsidiary of NEE Capital or NEE, NEE's and NEE Capital's right to participate in a distribution of assets is subject to the prior claims of the subsidiary's creditors. In addition, NEE's obligations with respect to contract adjustment payments will be subordinate and junior in right of payment to its obligations under any of its existing or future senior indebtedness.

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

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

the ability of FPL, a subsidiary of NEE, and NEE's other subsidiaries, including NEE Capital, to pay dividends or make loans or advances to, and to repay loans or advances from, NEE, which is subject to the risks affecting the businesses of such subsidiaries; and

contractual restrictions applicable to NEE and some of its subsidiaries.

FPL is subject to the terms of its Mortgage and Deed of Trust, dated as of January 1, 1944, between FPL and Deutsche Bank Trust Company Americas, as trustee, as amended and supplemented (the Mortgage ), that secures its obligations under first mortgage bonds issued by it and outstanding from time to time. In specified circumstances, the terms of the Mortgage could restrict the amount of FPL's retained earnings that FPL can use to pay cash dividends on its common stock.

Other contractual restrictions on the dividend-paying ability of NEE or its subsidiaries are contained in outstanding financing arrangements, and may be included in future financing arrangements. In the event that NEE exercises its right to defer the payment of contract adjustment payments on the purchase contracts that are

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components of the Equity Units, or on purchase contracts that are components of previously-issued equity units, then, until the deferred contract adjustment payments have been paid, NEE would not be able, with limited exceptions, to pay dividends on NEE common stock. NEE Capital, a subsidiary of NEE, has issued outstanding junior subordinated debentures that are guaranteed by NEE. NEE Capital has the right, from time to time, to defer the payment of interest on its outstanding junior subordinated debentures for a deferral period of up to 20 consecutive quarters, in the case of one series of such securities, and on one or more occasions for up to ten consecutive years, in the case of other series of such securities. NEE, FPL or NEE Capital may issue, from time to time, additional equity units, junior subordinated debentures or other securities that (1) provide them with rights to defer the payment of interest or other payments and (2) contain dividend restrictions in the event of the exercise of such rights. In the event that NEE or NEE Capital were to exercise any right to defer interest or other payments on currently outstanding or future series of equity units, junior subordinated debentures or other securities, or if there were to occur certain payment defaults on those securities, NEE would not be able, with limited exceptions, to pay dividends on NEE common stock during the periods in which such payments were deferred or such payment defaults continued. In the event that FPL were to exercise any such right to defer the payment of interest or other payments, it would not be able, with limited exceptions, to pay dividends to any holder of its common stock or preferred stock, including NEE, during the periods in which such payments were deferred. In addition, NEE, NEE Capital and FPL might issue other securities in the future containing similar or other restrictions on NEE's ability to pay dividends on NEE common stock and on FPL's ability to pay dividends to any holder of its common stock or preferred stock, including NEE.

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

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

NEE has the right to defer the payment of contract adjustment payments on the purchase contracts that are components of the Equity Units until no later than September 1, 2019. Deferred contract adjustment payments will accrue additional contract adjustment payments at the rate of % per year until paid, compounded quarterly. If NEE exercises its right to defer contract adjustment payments, the market price of the Equity Units is likely to be adversely affected. As a result of the existence of NEE's deferral rights, the market price of the Equity Units may be more volatile than the market prices of other securities that are not subject to optional deferrals.

**Contract adjustment payments will terminate in bankruptcy.**

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

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

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



Holders NEE Capital Debentures Original Issue Discount.

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

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

### **A holder of Equity Units may not be able to exercise its right to settle a purchase contract prior to the purchase contract settlement date unless a registration statement under the Securities Act of 1933 is in effect and a prospectus is available covering the shares of common stock deliverable upon early settlement of a purchase contract.**

The early settlement right under the purchase contracts is subject to the condition that, if so required under the U.S. federal securities laws, NEE has a registration statement under the Securities Act of 1933 in effect and an available prospectus covering the shares of common stock and other securities, if any, deliverable upon settlement of a purchase contract. Although NEE has agreed to use its commercially reasonable efforts to have such a registration statement in effect and to provide a prospectus if so required under the U.S. federal securities laws, any failure or inability to maintain an effective registration statement or to have available a prospectus covering the common stock, including as a result of pending corporate events or announcements that prevent the delivery of a current prospectus, may prevent or delay an early settlement.

### **The trading price of the NEE Capital debentures may not fully reflect the value of accrued but unpaid interest.**

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

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

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

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

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

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limit the persons who may call a special meeting of shareholders to the chairman of the NEE board of directors, the president or the secretary, a majority of the board of directors or the holders of 20% of the outstanding shares of stock entitled to vote on the matter or matters to be presented at the meeting,

require any action by shareholders to amend or repeal NEE's Bylaws, or to adopt new bylaws, to receive the affirmative vote of holders of at least a majority of the voting power of the outstanding shares of voting stock, voting together as a single class, and

require the affirmative vote of holders of at least a majority of the voting power of the outstanding shares of voting stock, voting together as a single class, to alter, amend or repeal specified provisions of NEE's Charter, including the foregoing provisions.

The NEE bylaws contain some of the foregoing provisions contained in the Charter. In addition, the bylaws contain provisions that limit to 16 directors the maximum number of authorized directors of NEE and that establish advance notice requirements for shareholders to nominate candidates for election as directors at any annual or special meeting of shareholders or to present any other business for consideration at an annual meeting. See Description of NEE Common Stock Anti-Takeover Effects of Provisions in NEE's Charter and NEE's Bylaws in the accompanying prospectus.

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

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

### **Risks Relating to the Proposed Acquisition of EFH Corp.**

**The completion of the merger is subject to the receipt of consents and approvals from the Bankruptcy Court and from governmental entities, which may impose conditions that could have a material adverse effect on NEE or could cause either NEE or EFH Corp. to abandon the merger.**

On July 29, 2016, NEE, as part of the amended plan of reorganization, entered into the merger agreement under which NEE, through the merger, would acquire reorganized EFH. As a result of the merger, Merger Sub will become the direct or indirect owner of certain other former subsidiaries of EFH Corp. and, through its ownership of reorganized

EFIH and reorganized EFIH's direct subsidiary, Oncor Holdings, the indirect owner of 80.03% of Oncor's outstanding membership interests.

The Bankruptcy Court must approve EFH Corp. entering into the merger agreement. In addition, the merger agreement contains various conditions precedent to consummation of the transactions contemplated by the

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merger agreement, including, among others: (i) entry of an order by the Bankruptcy Court approving the merger agreement and related agreements and confirming the amended plan of reorganization with respect to the EFH Corp./EFIH Debtor; (ii) that the IRS has issued and not revoked or withdrawn specified private letter rulings with respect to the transactions contemplated by the merger agreement; and (iii) that the representations and warranties of each party to the merger agreement are accurate. The conditions precedent to NEE and Merger Sub's obligation to consummate the merger also include, but are not limited to, conditions that: (i) certain approvals and rulings be obtained from, among others, the PUCT and the FERC that are necessary to consummate the merger; (ii) certain members of the boards of directors of Oncor and Oncor Holdings have resigned from such boards of directors at the closing of the merger and the designees of NEE constitute the entire board of directors of Oncor Holdings and Oncor (subject to limited exceptions); (iii) the applicable waiting period under the HSR Act has expired or terminated and (iv) the PUCT approval approves, among other things, the acquisition, directly or indirectly, of 100% of Oncor's membership interests and an initial public offering of an indirect minority interest in Oncor.

The Bankruptcy Court or these governmental entities may decline to approve the merger or the other related actions or may impose conditions on the completion, or require changes to the terms, of the merger, including, but not limited to, restrictions or conditions on the business, operations, or which could adversely affect the financial performance of, the combined company following the merger.

Satisfying the conditions to completion of the merger may take longer, and could cost more, than NEE expects. Any delay in completing the merger or any additional conditions imposed in order to complete the merger may materially adversely affect the benefits that NEE expects to achieve from the merger and the integration of the companies' respective businesses. In addition, conditions to the completion of the merger may not be satisfied.

The merger agreement may be terminated, among other reasons: (i) by NEE or by EFH Corp. and EFIH (acting together), if the closing has not been consummated within 240 days of the date of the Merger Agreement (subject to a 90-day extension in certain circumstances for the continued pursuit of the PUCT, FERC or IRS approvals or rulings, as applicable, as described above); (ii) by NEE or by EFH Corp. and EFIH (acting together), if the plan support agreement is terminated in accordance with its terms; or (iii) by NEE, if the Bankruptcy Court enters, or EFH Corp. or EFIH seeks from the Bankruptcy Court, an order approving any sale or other disposition of the assets of EFH Corp. or its subsidiaries or the equity interests in EFIH to any person other than NEE, Merger Sub or any of their affiliates. The merger agreement may also be terminated at any time prior to closing by mutual written consent of the parties thereto.

EFH Corp. is not prohibited from soliciting proposals from third parties prior to the Bankruptcy Court's approval of EFH Corp. entering into the merger agreement with NEE. EFH Corp. may terminate the merger agreement in accordance with its terms at any time after Bankruptcy Court approval of EFH Corp. entering into the merger agreement and prior to confirmation of the amended plan of reorganization because it chooses to proceed with an alternative superior transaction. In the event the merger agreement is so terminated by EFH Corp., and an alternative superior transaction is consummated pursuant to which neither NEE nor any of its affiliates will obtain direct or indirect ownership of 100% of Oncor Holdings and Oncor Holdings' equity interest in Oncor, EFH Corp. and EFIH, subject to the exclusion of a limited number of termination events, would be required to pay to NEE a termination fee of \$275 million. In the event EFH Corp. and EFIH pay the termination fee to NEE in accordance with the merger agreement, such payment shall be the sole and exclusive remedy of NEE and Merger Sub against EFH Corp., EFIH and their respective affiliates, representatives, creditors or shareholders with respect to any breach of the merger agreement prior to termination.

Any delay in completing the merger, conditions imposed by governmental entities, if accepted, or failure to complete the merger could have a material adverse effect on the business, financial condition, results of operations and prospects of NEE.

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**Failure to complete the merger could negatively impact the market price of NEE's common stock price which will directly affect trading prices of the Equity Units as well as the business, financial condition, results of operations and prospects of NEE.**

Completion of the merger is subject to risks and uncertainties, including the risks that approval of the transaction by the Bankruptcy Court or governmental entities will not be obtained or that certain other closing conditions will not be satisfied. If the merger is not completed, the business, financial condition, results of operations and prospects of NEE may be materially adversely affected and NEE will be subject to a number of risks, including, but not limited to, matters relating to the merger (including integration planning) which may require substantial commitments of time and resources by NEE management, which could otherwise have been devoted to other opportunities that may have been available to NEE.

The occurrence of any of these events, individually or in combination, could cause the market price of NEE's common stock, and the trading price of the Equity Units, to decline if and to the extent that the prices at which the Equity Units are sold in this offering reflect an assumption by the market that the merger will be completed.

**NEE expects to incur substantial expenses related to the merger, whether or not the merger is completed.**

NEE expects to incur relatively significant expenses in connection with the merger, whether or not the merger is completed. While NEE has assumed that a certain level of transaction and integration expenses would be incurred, there are a number of factors beyond its control that could affect the total amount or the timing of its integration expenses. Many of the expenses that will be incurred, by their nature, are difficult to estimate accurately at the present time.

**Following the merger, NEE may be unable to successfully integrate the merged company's business.**

NEE and EFH Corp. currently operate as independent public companies. Following the merger, NEE will be required to devote significant management attention and resources to integrating EFH Corp. and its direct and indirect subsidiaries to be acquired pursuant to the merger agreement, including Oncor (collectively, the EFH companies). Potential difficulties NEE may encounter in the integration process include the following:

the complexities associated with integrating the businesses of the EFH companies, while at the same time continuing to provide consistent, high quality services;

the additional complexities of integrating the businesses of the EFH companies with different core services, markets and customers;

the inability to retain key employees;

potential unknown liabilities and unforeseen increased expenses, delays or regulatory conditions associated with the merger; and



performance shortfalls as a result of the diversion of management's attention caused by completing the merger and integrating the businesses of the EFH companies.

For these reasons, investors should be aware that it is possible that the integration process following the merger could result in the distraction of NEE's management, the disruption of NEE's ongoing business or inconsistencies in its services, standards, controls, procedures and policies, any of which could adversely affect the ability of NEE to maintain relationships with customers, vendors and employees or could otherwise adversely affect NEE's business, financial condition, results of operations and prospects.

**NEE and the EFH companies may be materially adversely affected by negative publicity related to the proposed merger and in connection with other matters.**

Political and public sentiment in connection with the proposed merger and in connection with other matters may result in adverse press coverage and other adverse public statements affecting NEE and the EFH companies.

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Adverse press coverage and other adverse statements, whether or not driven by political or public sentiment, may also result in investigations by regulators, legislators and law enforcement officials or in legal claims. Responding to these investigations and lawsuits, regardless of the ultimate outcome of the proceeding, can divert the time and effort of senior management from the management of NEE's business.

Addressing any adverse publicity, governmental scrutiny or enforcement or other legal proceedings is time consuming and expensive and, regardless of the factual basis for the assertions being made, can have a negative impact on the reputation of NEE and the EFH companies, on the morale and performance of their employees and on their relationships with their respective regulators. It may also have a negative impact on their ability to take timely advantage of various business and market opportunities. The direct and indirect effects of negative publicity, and the demands of responding to and addressing it, may have a material adverse effect on NEE's business, financial condition, results of operations and prospects.

**NEE has goodwill and other intangible assets on its balance sheet, and these amounts may increase as a result of the merger. If its goodwill or other intangible assets become impaired in the future, NEE may be required to record a significant, non-cash charge to earnings and reduce its shareholders' equity.**

Under generally accepted accounting principles in the United States, intangible assets are reviewed for impairment on an annual basis or more frequently whenever events or circumstances indicate that its carrying value may not be recoverable. If NEE's intangible assets, including goodwill as a result of the merger, are determined to be impaired in the future, NEE may be required to record a significant, non-cash charge to earnings during the period in which the impairment is determined.

**Table of Contents****SELECTED CONSOLIDATED INCOME STATEMENT DATA OF NEE AND SUBSIDIARIES**

The following material, which is presented in this prospectus supplement solely to furnish limited introductory information, is qualified in its entirety by, and should be considered in conjunction with, the more detailed information incorporated by reference or provided in this prospectus supplement or in the accompanying prospectus. In the opinion of NEE, all adjustments (consisting of normal recurring accruals) considered necessary for a fair financial statement presentation of the results of operations for the six months ended June 30, 2016 and 2015 have been made. The results of operations for an interim period generally will not give a true indication of results for the year.

	<b>Six Months Ended June 30,</b>		<b>Years Ended December 31,</b>		
	<b>2016</b>	<b>2015</b>	<b>2015</b>	<b>2014</b>	<b>2013</b>
	<b>(In Millions, Except Per Share Amounts)</b>				
Operating revenues	\$ 7,651	\$ 8,463	\$ 17,486	\$ 17,021	\$ 15,136
Net income attributable to NEE	\$ 1,193	\$ 1,366	\$ 2,752	\$ 2,465	\$ 1,908
Weighted-average number of common shares outstanding (assuming dilution)	464.0	449.0	454.0	440.1	427.0
Earnings per share of common stock attributable to NEE (assuming dilution)	\$ 2.57	\$ 3.04	\$ 6.06	\$ 5.60	\$ 4.47

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**CONSOLIDATED RATIO OF EARNINGS TO FIXED CHARGES**

The information in this section supplements the information in the Consolidated Ratio of Earnings to Fixed Charges and Ratio of Earnings to Combined Fixed Charges and Preferred Stock Dividends section on page 4 of the accompanying prospectus.

NEE's consolidated ratio of earnings to fixed charges for the year ended December 31, 2015 was 3.81 and for the six months ended June 30, 2016 was 2.31.

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**Table of Contents****CONSOLIDATED CAPITALIZATION OF NEE AND SUBSIDIARIES**

The following table shows NEE's consolidated capitalization as of June 30, 2016, and as adjusted to reflect the issuance of the Corporate Units and the other transactions described below. This table, which is presented in this prospectus supplement solely to provide limited introductory information, is qualified in its entirety by, and should be considered in conjunction with, the more detailed information incorporated by reference or provided in this prospectus supplement or in the accompanying prospectus.

	<b>June 30, 2016</b>	<b>Adjusted (a)</b>	
	<b>(In Millions)</b>	<b>Amount</b>	<b>Percent</b>
Total common shareholders' equity	\$ 23,174	\$ (b)	%
Noncontrolling interests	708		
<b>Total equity</b>	<b>23,882</b>		
Long-term debt (excluding current maturities)			
(c)	27,001		%
<b>Total capitalization</b>	<b>\$ 50,883</b>	<b>\$</b>	<b>100.0%</b>

- (a) To give effect only to (i) the issuance of the Corporate Units offered by this prospectus supplement, (ii) the borrowing in July 2016 by an indirect subsidiary of NEP of \$100 million under a variable rate senior secured term loan agreement, which matures in 2019, (iii) the borrowing in July 2016 by an indirect subsidiary of NEP of \$100 million under an existing revolving credit facility entered into in December 2015, and (iv) the borrowing in July 2016 by an indirect subsidiary of NEE Capital of approximately \$283 million under a limited-recourse construction and term loan facility, which matures in 2023. Adjusted amounts do not reflect the addition of any premiums or deduction of any discounts or debt issuance costs in connection with the issuance of the Corporate Units. Adjusted amounts also do not reflect any possible additional borrowings or issuance and sale of additional securities by NEE and its subsidiaries, including NEE Capital, from time to time after the date of this prospectus supplement.
- (b) Reflects a reduction of approximately \$      million representing the present value of the contract adjustment payments payable in connection with the Corporate Units. See Accounting Treatment.
- (c) Includes the Series I Debentures due September 1, 2021 of NEE Capital that are components of the Corporate Units offered hereby.

**Table of Contents****COMMON STOCK DIVIDENDS AND PRICE RANGE**

NEE and its predecessor, FPL, have paid dividends on the common stock each year since 1944. It is generally the practice of NEE to pay dividends quarterly on the 15th day of March, June, September and December. The amount and timing of dividends payable on NEE common stock are within the sole discretion of NEE's board of directors. The ability of NEE to pay dividends on its common stock is dependent upon, among other things, dividends paid to it by its subsidiaries. See "Description of NEE Common Stock" beginning on page 6 of the accompanying prospectus. The high and low prices of NEE common stock, as reported on the NYSE consolidated tape (NYSE ticker symbol: NEE), and dividends paid per share, for the periods indicated, are presented below:

	Price Range		Dividends
	High	Low	Paid Per Share
<b>2014</b>			
First Quarter	\$ 96.13	\$ 83.97	\$ 0.725
Second Quarter	\$ 102.51	\$ 93.28	\$ 0.725
Third Quarter	\$ 102.46	\$ 91.79	\$ 0.725
Fourth Quarter	\$ 110.84	\$ 90.33	\$ 0.725
<b>2015</b>			
First Quarter	\$ 112.64	\$ 97.48	\$ 0.770
Second Quarter	\$ 106.63	\$ 97.23	\$ 0.770
Third Quarter	\$ 109.98	\$ 93.74	\$ 0.770
Fourth Quarter	\$ 105.85	\$ 95.84	\$ 0.770
<b>2016</b>			
First Quarter	\$ 119.37	\$ 102.20	\$ 0.870
Second Quarter	\$ 130.43	\$ 112.44	\$ 0.870
Third Quarter (through August 1, 2016)	\$ 131.98	\$ 125.55	

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

On July 29, 2016, the NEE board of directors declared a regular quarterly common stock dividend of \$0.87 per share. The dividend is payable on September 15, 2016, to shareholders of record on August 30, 2016.

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**USE OF PROCEEDS**

The information in this section supplements the information in the Use of Proceeds section on page 4 of the accompanying prospectus. Please read these two sections together.

NEE has stated its intention is to use a combination of debt, equity units and proceeds from asset sales to fund the cash to be paid in connection with the proposed acquisition of EFH Corp. (see Prospectus Supplement Summary Recent Developments ). The issuance of the Equity Units is a component of that financing plan.

NEE Capital will add the net proceeds from the sale of the NEE Capital debentures, which are expected to be approximately \$ billion (after deducting the underwriting discount and other offering expenses), to its general funds. NEE Capital expects to use its general funds to finance the potential acquisition of EFH Corp., to fund investments in energy and power projects and for other general corporate purposes, including the repayment of all or a portion of NEE Capital's outstanding commercial paper obligations as well as indebtedness under certain of its term loans. As of August 1, 2016, NEE Capital had approximately \$694 million of outstanding commercial paper obligations which had maturities of up to 10 days and which had annual interest rates ranging from 0.68% to 0.76%. NEE Capital also intends to repay all of its indebtedness under four term loan agreements in the aggregate principal amount of \$775 million, the proceeds from which were used for general corporate purposes, which loans otherwise would mature on October 27, 2016, March 26, 2017, December 30, 2018 and January 14, 2019 and each of which bears interest at a floating credit ratings-based margin above the London InterBank Offered Rate. NEE Capital will temporarily invest in short-term instruments any proceeds that are not immediately used for these purposes.

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**ACCOUNTING TREATMENT**

The net proceeds from the sale of the Equity Units will be allocated between the purchase contracts and the NEE Capital debentures on NEE's financial statements. NEE expects that at the time of issuance, the fair market value of each NEE Capital debenture will be \$1,000. The present value of the Equity Units' contract adjustment payments will be initially charged to common shareholders' equity, with an offsetting credit to liabilities. Subsequent contract adjustment payments are allocated between this liability account and interest expense based on a constant rate calculation over the life of the transaction.

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

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



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**DESCRIPTION OF THE EQUITY UNITS**

The information in this section supplements the information in the Description of NEE Stock Purchase Contracts and Stock Purchase Units on page 12 of the accompanying prospectus. Please read these two sections together.

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

**General**

NEE will issue the Equity Units under the purchase contract agreement between the purchase contract agent and NEE. The Equity Units initially will consist of Corporate Units, each with a stated amount of \$50.

Each Corporate Unit will consist of a unit comprised of:

a purchase contract, pursuant to which

the holder will agree to purchase from NEE, and NEE will agree to sell to the holder, not later than September 1, 2019, which is referred to as the purchase contract settlement date, or upon early settlement, for \$50, a number of newly issued shares of NEE common stock equal to the applicable settlement rate described below under Description of the Purchase Contracts Purchase of NEE Common Stock, Description of the Purchase Contracts Early Settlement by Delivering Cash, and Description of the Purchase Contracts Early Settlement upon a Fundamental Change, and

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

and either

a 5% applicable ownership interest in a NEE Capital debenture in the principal amount of \$1,000 under which NEE Capital will pay to the holder 5% of the interest payment on a debenture in the principal amount of \$1,000 at the initial rate of % per year (resulting in a payment of \$ per year), or

following a successful remarketing of the NEE Capital debentures on or prior to the ninth business day preceding the purchase contract settlement date, or the occurrence of a special event redemption or a mandatory redemption, the applicable ownership interest in a portfolio of U.S. Treasury securities maturing on or prior to August 31, 2019, which is referred to as the Treasury portfolio.

Applicable ownership interest means with respect to the U.S. Treasury securities in the Treasury portfolio:

for a remarketing Treasury portfolio,

a 5% undivided beneficial ownership interest in \$1,000 face amount of U.S. Treasury securities (or principal or interest strips thereof) included in the Treasury portfolio that mature on or prior to August 31, 2019,

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if the reset effective date occurs prior to June 1, 2019, with respect to the originally-scheduled quarterly interest payment dates on the NEE Capital debentures that would have occurred on June 1, 2019 and September 1, 2019, an undivided beneficial ownership interest in a \$1,000 face amount of U.S. Treasury securities (or principal or interest strips thereof) that mature on or prior to (i) May 31, 2019 (in connection with the interest payment date that would have occurred on June 1, 2019) and (ii) August 31, 2019 (in connection with the interest payment date that would have occurred on September 1, 2019), each in an aggregate amount at maturity equal to the aggregate interest payments that would be due on June 1, 2019 and September 1, 2019, respectively, with respect to a 5% beneficial ownership interest in a NEE Capital debenture in the principal amount of \$1,000 that would have been components of the Corporate Units assuming no remarketing and no reset of the interest rate on the NEE Capital debentures as described under Certain Terms of the NEE Capital Debentures Market Reset Rate and assuming that interest on the NEE Capital debentures accrued from the reset effective date to, but excluding, June 1, 2019 and from June 1, 2019 to, but excluding, September 1, 2019, respectively, and

if the reset effective date occurs on or after June 1, 2019, with respect to the originally-scheduled quarterly interest payment date on the NEE Capital debentures that would have occurred on September 1, 2019, an undivided beneficial ownership interest in a \$1,000 face amount of U.S. Treasury securities (or principal or interest strips thereof) that mature on or prior to August 31, 2019 in an aggregate amount at maturity equal to the aggregate interest payment that would be due on September 1, 2019 with respect to a 5% beneficial ownership interest in a NEE Capital debenture in the principal amount of \$1,000 that would have been components of the Corporate Units assuming no remarketing and no reset of the interest rate on the NEE Capital debentures and assuming that interest on the NEE Capital debentures accrued from the reset effective date to, but excluding, September 1, 2019.

If 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 NEE Capital's option, the remarketing Treasury portfolio will consist of an amount in cash equal to the aggregate principal amount at maturity of the applicable U.S. Treasury securities (or principal or interest strips thereof) described above. If the provisions set forth in this paragraph apply, 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.

for a special event Treasury portfolio,

a 5% undivided beneficial ownership interest in \$1,000 face amount of U.S. Treasury securities (or principal or interest strips thereof) included in the Treasury portfolio that mature on or prior to August 31, 2019, and

with respect to each scheduled interest payment date on the NEE Capital debentures that would have occurred after the special event redemption date and on or prior to September 1, 2019, an undivided beneficial ownership interest in a \$1,000 face amount of U.S. Treasury securities (or principal or interest strips thereof) that mature on or prior to that interest payment date in an aggregate amount equal to the aggregate interest payment that would be due with respect to a 5% beneficial ownership

interest in a NEE Capital debenture in the principal amount of \$1,000 that would have been components of the Corporate Units on that date (assuming no special event redemption) and accruing from and including the immediately preceding interest payment date to which interest has been paid. If a Treasury portfolio is required to be purchased in connection with a mandatory redemption of NEE Capital debentures, an applicable ownership interest in such Treasury portfolio will be the same as an applicable ownership interest in a special event Treasury portfolio.

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

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

**Creating Treasury Units by Substituting a Treasury Security for a NEE Capital Debenture**

Unless the Treasury portfolio has replaced the NEE Capital debentures as a component of the Corporate Units as a result of a successful remarketing, a special event redemption or a mandatory redemption, each holder of Corporate Units will have the right, on or prior to the seventh business day immediately preceding the purchase contract settlement date, to substitute for the related NEE Capital debentures held by the collateral agent a zero-coupon U.S. Treasury security (CUSIP No. 912820RW9) maturing on August 31, 2019, having a principal amount at maturity equal to the aggregate principal amount of the NEE Capital debentures for which substitution is being made. These substitutions will create Treasury Units, and the NEE Capital debentures will be released to the holder. Because Treasury securities and NEE Capital debentures are issued in integral multiples of \$1,000, holders of Corporate Units may make these substitutions only in integral multiples of 20 Corporate Units.

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

If a Treasury portfolio has replaced the NEE Capital debentures as a component of the Corporate Units as a result of a successful remarketing of the NEE Capital debentures, a special event redemption or a mandatory redemption, each holder of Corporate Units may create Treasury Units by making substitutions of Treasury securities for the applicable ownership interest in the Treasury portfolio, on or prior to the second business day immediately preceding September 1, 2019 and only in integral multiples of Corporate Units (or such other number of Corporate Units as may be determined by the remarketing agents upon a successful remarketing of the NEE Capital debentures if the reset effective date is not a regular quarterly interest payment date). In such a case, the holder would also obtain the release of the applicable ownership interest in the Treasury portfolio rather than a release of the NEE Capital debentures.

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

a purchase contract, pursuant to which

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

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

a 5% undivided beneficial ownership interest in a Treasury security having a principal amount at maturity of \$1,000.

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

deposit with the collateral agent a Treasury security having a principal amount at maturity of \$1,000, which Treasury security must have been purchased in the open market at the holder's expense, unless otherwise owned by the holder; and

transfer 20 Corporate Units to the purchase contract agent accompanied by a notice stating that the holder has deposited a Treasury security in the required amount with the collateral agent and requesting that the purchase contract agent instruct the collateral agent to release the related NEE Capital debenture.

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

cancel the 20 Corporate Units;

transfer the related NEE Capital debenture to the holder; and

deliver 20 Treasury Units to the holder.

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

If the Treasury portfolio has replaced the NEE Capital debentures as a component of the Corporate Units, then to create Treasury Units the Corporate Unit holder will have the right to substitute Treasury securities for the applicable ownership interests in the Treasury portfolio by following the same procedure specified above for creating a Treasury Unit, except the holder will have to deposit integral multiples of Corporate Units (or such other number of Corporate Units as may be determined by the remarketing agents upon a successful remarketing of the NEE Capital debentures if the reset effective date is not a regular quarterly interest payment date).

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

**Recreating Corporate Units**

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

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the Treasury securities will be released to the holder. Because Treasury securities and NEE Capital debentures are issued in integral multiples of \$1,000, holders of Treasury Units may make these substitutions only in integral multiples of 20 Treasury Units.

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

If a Treasury portfolio has replaced the NEE Capital debentures as a component of the Corporate Units as a result of a successful remarketing of the NEE Capital debentures, a special event redemption or a mandatory redemption, each holder of Treasury Units may recreate Corporate Units by making substitutions of the applicable ownership interest in the Treasury portfolio for the Treasury securities, on or prior to the second business day immediately preceding September 1, 2019 and only in integral multiples of Treasury Units (or such other number of Treasury Units as may be determined by the remarketing agents in connection with a successful remarketing of the NEE Capital debentures if the reset effective date is not a regular quarterly interest payment date). In such a case, the holder would also obtain the release of the Treasury securities for which substitution is being made.

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

deposit with the collateral agent a NEE Capital debenture in the principal amount of \$1,000, which NEE Capital debenture must have been purchased in the open market at the holder's expense, unless otherwise owned by the holder; and

transfer 20 Treasury Units to the purchase contract agent accompanied by a notice stating that the holder has deposited a NEE Capital debenture in the principal amount of \$1,000 with the collateral agent and requesting that the purchase contract agent instruct the collateral agent to release the related Treasury security.

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

cancel the 20 Treasury Units;

transfer the related Treasury security to the holder; and

deliver 20 Corporate Units to the holder.

The NEE Capital debenture will be substituted for the Treasury security and will be pledged to NEE through the collateral agent to secure the holder's obligation to purchase NEE common stock under the related purchase contract.

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

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

### **Payments on Corporate Units and Treasury Units**

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

interest on the related applicable ownership interest in NEE Capital debentures payable by NEE Capital (or cash distributions on the applicable ownership interest in the Treasury portfolio if the NEE Capital debentures have been replaced by the Treasury portfolio), equivalent to the rate of % per year on the stated amount; and

distributions of quarterly contract adjustment payments payable by NEE at the rate of % per year on the stated amount, subject to NEE's right to defer the payment of such contract adjustment payments.

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

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

### **Ranking**

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

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

NEE's obligations with respect to the contract adjustment payments will be unsecured and subordinate and junior in right of payment to its obligations under any of its senior indebtedness. Senior indebtedness with

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

## **Voting and Certain Other Rights**

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

## **Trading of the Securities**

NEE does not intend to apply to list the Corporate Units on any securities exchange. However, if NEE is advised by the underwriters prior to issuance of the Corporate Units that the minimum distribution requirement established by the NYSE for listing the Corporate Units has been satisfied and, consequently, the underwriters request NEE to apply for listing on the NYSE, NEE will apply to list those securities on the NYSE. The minimum distribution requirement for listing the Corporate Units on the NYSE requires that there be at least 400 beneficial holders of the Corporate Units. There can be no assurance that such requirement will be satisfied. If an application for listing is made and the Corporate Units are approved for listing, trading of the Corporate Units on the NYSE would be expected to commence within 30 days after the Corporate Units are first issued. In the event a secondary market should develop for the Corporate Units, unless and until substitution has been made as described in [Creating Treasury Units by Substituting a Treasury Security for a NEE Capital Debenture](#) or [Recreating Corporate Units](#), neither the NEE Capital debentures, nor the applicable ownership interest in the Treasury portfolio component of a Corporate Unit nor the Treasury security component of a Treasury Unit will trade separately from Corporate Units or Treasury Units. The applicable ownership interests in NEE Capital debentures or applicable ownership interest in the Treasury portfolio component will trade as a unit with the purchase contract component of the Corporate Units, and the Treasury security component will trade as a unit with the purchase contract component of the Treasury Units. NEE has no obligation or current intention to apply for listing of the Treasury Units or the NEE Capital debentures. There can be no assurance as to the liquidity of any secondary market that may develop for the Corporate Units, the Treasury Units or the NEE Capital debentures.

NEE common stock is listed on the NYSE and trades under the symbol [NEE](#).

## **Purchase of Equity Units and NEE Capital Debentures**

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

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**Table of Contents****DESCRIPTION OF THE PURCHASE CONTRACTS**

This section briefly summarizes some of the terms of the purchase contract agreement, the purchase contracts, the pledge agreement, the remarketing agreement, and the indenture and the officer's certificate which will supplement the indenture and create the specific terms of the NEE Capital debentures. This summary does not contain a complete description of the purchase contracts. You should read this summary together with the purchase contract agreement, the pledge agreement, the remarketing agreement, the indenture, the officer's certificate and other documents establishing the purchase contracts for a complete understanding of all the provisions and for the definitions of some terms used in this summary. The forms of the purchase contract agreement, the purchase contracts, the pledge agreement, the remarketing agreement and the officer's certificate creating the specific terms of the NEE Capital debentures and the indenture have been previously filed with the SEC and are exhibits to the registration statement filed with the SEC of which this prospectus supplement and the accompanying prospectus are a part. In addition, the purchase contract agreement and the indenture are qualified under the Trust Indenture Act of 1939 and are therefore subject to the provisions of the Trust Indenture Act of 1939. You should read the Trust Indenture Act of 1939 for a complete understanding of its provisions.

**Purchase of NEE Common Stock**

Each purchase contract that is part of a Corporate Unit or a Treasury Unit will obligate its holder to purchase, and NEE to sell, on September 1, 2019, the purchase contract settlement date (unless the purchase contract terminates prior to that date or is settled early at the holder's option), a number of newly issued shares of NEE common stock determined by reference to the settlement rate, for \$50 in cash. The number of shares of NEE common stock issuable upon settlement of each purchase contract will be calculated, subject to adjustment under the circumstances described in Anti-dilution Adjustments and Early Settlement upon a Fundamental Change, as follows:

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

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

If the applicable market value of NEE common stock is less than the threshold appreciation price but greater than the reference price of \$ , the applicable settlement rate shall equal the number of shares of NEE common stock equal to \$50 divided by the applicable market value.

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

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

Accordingly, if the applicable market value is less than the reference price, the aggregate market value of the shares of NEE common stock issued upon settlement of each purchase contract will be less than

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

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

Applicable market value means the average of the closing price per share of NEE common stock on each of the 20 consecutive trading days ending on the third trading day immediately preceding September 1, 2019.

Closing price of NEE common stock on any date of determination means

the closing sale price (or, if no closing price is reported, the last reported sale price) of NEE common stock on the NYSE on that date or, if NEE common stock is not listed for trading on the NYSE on any such date, as reported in the composite transactions for the principal United States securities exchange on which NEE common stock is so listed;

if shares of NEE common stock are not so reported, the last quoted bid price for NEE common stock in the over-the-counter market as reported by OTC Markets Group Inc. or similar organization; or

if the bid price is not available, the market value of NEE common stock on the date of determination as determined by a nationally recognized independent investment banking firm retained by NEE for this purpose.

A trading day means a day on which NEE common stock

is not suspended from trading on any national or regional securities exchange or over-the-counter market at the close of business, and

has traded at least once on the national or regional securities exchange or over-the-counter market that is the primary market for the trading of NEE common stock.

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

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



Unless:

a holder of Corporate Units or Treasury Units has early settled the related purchase contracts through the delivery of cash to the purchase contract agent in the manner described under Early Settlement by Delivering Cash or under Early Settlement upon a Fundamental Change;

a holder of Corporate Units or Treasury Units has settled the related purchase contracts with separate cash pursuant to prior notice given in the manner described under Notice to Settle with Cash; or

an event described under Termination of Purchase Contracts has occurred,

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then, on the purchase contract settlement date,

in the case of Corporate Units, provided that the Treasury portfolio has not replaced the NEE Capital debentures as a component of the Corporate Units as the result of a successful remarketing of the NEE Capital debentures or because a special event redemption or a mandatory redemption has occurred, such holders will be deemed to have elected to apply a portion of the put price equal to the principal amount of the NEE Capital debentures to satisfy in full the holder's obligation to purchase NEE common stock under the related purchase contracts, and any amount of the put price remaining following settlement of such purchase contracts will be delivered to the purchase contract agent for the benefit of the holder of such Corporate Units; and

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

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

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

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

duly and irrevocably appointed the purchase contract agent as the holder's attorney-in-fact to enter into and perform the related purchase contracts and the pledge agreement on behalf of and in the name of the holder. In addition, each holder and beneficial owner of Corporate Units or Treasury Units, by acceptance of a beneficial interest in those securities, will be deemed to have covenanted and agreed to treat:

itself as the beneficial owner of the related applicable ownership interest in NEE Capital debentures, the applicable ownership interest in the Treasury portfolio (or, if applicable, cash) or the Treasury securities, as the case may be, and

the related applicable ownership interest in NEE Capital debentures as indebtedness, in each case, for all U.S. federal, state and local income, and franchise tax purposes.

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

### **Remarketing**

Pursuant to the remarketing agreement, and subject to the terms of the supplemental remarketing agreement, NEE Capital may, at its option and in its sole discretion, elect to remarket the NEE Capital debentures on any remarketing date occurring during the period for early remarketing beginning on the fifth business day preceding March 1, 2019 and ending on and including the ninth business day preceding September 1, 2019, unless the NEE Capital debentures have been previously redeemed in connection with a special event redemption or a mandatory

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redemption or have been previously successfully remarketed. Any remarketing during the period for early remarketing will occur during one or more three-day remarketing periods that consist of three sequential possible remarketing days selected by NEE Capital and will include the NEE Capital debentures that are a component of Corporate Units and other separate NEE Capital debentures of holders that have elected to include those NEE Capital debentures in the remarketing.

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

U.S. Treasury securities (or principal or interest strips thereof) that mature on or prior to August 31, 2019 in an aggregate amount at maturity equal to the principal amount of the NEE Capital debentures that are a component of the Corporate Units;

if the reset effective date occurs prior to June 1, 2019, with respect to the originally-scheduled quarterly interest payment dates on the NEE Capital debentures that would have occurred on June 1, 2019 and September 1, 2019, U.S. Treasury securities (or principal or interest strips thereof) that mature on or prior to (i) May 31, 2019 (in connection with the interest payment date that would have occurred on June 1, 2019) and (ii) August 31, 2019 (in connection with the interest payment date that would have occurred on September 1, 2019), each in an aggregate amount at maturity equal to the aggregate interest payments that would be due on June 1, 2019 and September 1, 2019, respectively, on the principal amount of the NEE Capital debentures that would have been components of the Corporate Units assuming no remarketing and no reset of the interest rate on the NEE Capital debentures as described under Certain Terms of the NEE Capital Debentures Market Reset Rate and assuming that interest on the NEE Capital debentures accrued from the reset effective date to, but excluding, June 1, 2019 and from June 1, 2019 to, but excluding, September 1, 2019, respectively; and

if the reset effective date occurs on or after June 1, 2019, with respect to the originally-scheduled quarterly interest payment date on the NEE Capital debentures that would have occurred on September 1, 2019, U.S. Treasury securities (or principal or interest strips thereof) that mature on or prior to August 31, 2019 in an aggregate amount at maturity equal to the aggregate interest payment that would be due on September 1, 2019 on the principal amount of the NEE Capital debentures that would have been components of the Corporate Units assuming no remarketing and no reset of the interest rate on the NEE Capital debentures and assuming that interest on the NEE Capital debentures accrued from the reset effective date to, but excluding, September 1, 2019.

If 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 NEE Capital's option, the remarketing Treasury portfolio will consist of an amount in cash equal to the aggregate principal amount at maturity of the applicable U.S. Treasury securities (or principal or interest strips thereof) described above. If the provisions set forth in this paragraph apply,

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

The remarketing Treasury portfolio will be substituted for the NEE Capital debentures that are a component of the Corporate Units and will be pledged to NEE through the collateral agent to secure the Corporate Unit holders obligations to purchase NEE common stock under the related purchase contracts.

In addition, if a remarketing during the period for early remarketing is successful, the remarketing agents may deduct the remarketing fee from any portion of the proceeds from the remarketing of the NEE Capital

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

As used in this context, remarketing Treasury portfolio purchase price means the lowest aggregate price quoted by a primary U.S. government securities dealer in New York City to the quotation agent on the applicable remarketing day during the period for early remarketing for the purchase of the remarketing Treasury portfolio described above 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 NEE Capital.

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

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

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

Unless the NEE Capital debentures have been successfully remarketed on or prior to the ninth business day immediately preceding the purchase contract settlement date, the NEE Capital debentures that are a component of the Corporate Units whose holders have failed to notify the purchase contract agent on or prior to the seventh business day preceding the purchase contract settlement date of their intention to settle the related purchase contracts with separate cash will, unless a special event redemption or mandatory redemption has occurred or will occur prior to the

purchase contract settlement date, be remarketed during a three-day remarketing period beginning on and including the fifth business day, and ending on and including the third business day, immediately preceding the purchase contract settlement date. This three-day remarketing period is referred to as

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the final three-day remarketing period, and the third business day immediately preceding the purchase contract settlement date is referred to as the final remarketing date. The reset effective date relating to any remarketing during the final three-day remarketing period will be the purchase contract settlement date. In this remarketing, the remarketing agents will use their commercially reasonable efforts to obtain a price for the NEE Capital debentures equal to or greater than 100% of the aggregate principal amount of the NEE Capital debentures being remarketed plus the remarketing fee. In no event shall the price for the NEE Capital debentures being remarketed in this remarketing be less than the aggregate principal amount of the NEE Capital debentures being remarketed. A portion of the proceeds from this remarketing equal to the aggregate principal amount of the NEE Capital debentures that are a component of the Corporate Units will be automatically applied to satisfy in full the Corporate Unit holders obligations to purchase NEE common stock on the purchase contract settlement date.

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

If the remarketing of the NEE Capital debentures on or prior to the final remarketing date is not successful because the remarketing agents cannot obtain a price of at least 100% of the aggregate principal amount of the NEE Capital debentures being remarketed or a condition precedent to such remarketing has not been fulfilled, holders of all NEE Capital debentures (including beneficial owners of NEE Capital debentures that are components of the Corporate Units) will have the right to put their NEE Capital debentures to NEE Capital on the purchase contract settlement date for an amount equal to the put price. A holder of Corporate Units will be deemed to have automatically exercised this put right with respect to the NEE Capital debentures that are components of such Corporate Units unless such holder has elected to settle the related purchase contracts with separate cash as described below under Notice to Settle with Cash. Unless a holder of Corporate Units has so elected to settle the related purchase contracts with separate cash, such holder will be deemed to have elected to apply a portion of the put price equal to the principal amount of the NEE Capital debentures against such holder's obligations to purchase NEE common stock under the related purchase contracts, thereby satisfying such obligations in full, and NEE will deliver to such holder NEE common stock pursuant to the related purchase contracts. Any amount of the put price remaining following settlement of such purchase contracts will be delivered to the purchase contract agent for the benefit of the holder of such Corporate Units.

NEE Capital will announce any remarketing of the NEE Capital debentures on the sixth business day immediately preceding the first remarketing day of a three-day remarketing period and, for the final