



SECOND AMENDMENT TO TRANSACTION CONFIRMATION

dated effective as of xx-xx-2026 (the "Effective Date")

WHEREAS, NextEra Energy Marketing, LLC ("NEM") and City of Rochelle, Illinois ("COR") have previously entered into that certain Confirmation of Power Purchase and Sale Transaction dated October 3, 2017 (the "Original Confirmation"), a copy of which is attached hereto as Exhibit 1, and

WHEREAS, the Original Confirmation was amended by certain Amendment to Transaction Confirmation dated July 31, 2018 (the "First Amendment"), a copy of which is attached hereto as Exhibit 2, (the Original Confirmation, as so amended by the First Amendment, the "Confirmation"); and

WHEREAS, the parties now desire to amend the Confirmation by this Amendment to Transaction Confirmation (this "Second Amendment").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:--

1. Amendment of the Confirmation.

(a) "**Term**", as shown therein, is deleted in its entirety and replaced with the following:

"**Term**: From and including: 06/01/2018
Through: 12/31/2034"

(b) "**Total Contract Quantity**", as shown therein, is deleted in its entirety and replaced with the following:

"**Total Contract Quantity**: 726,960 MWh".

(c) "**Contract Price**", as shown therein, is deleted in its entirety and replaced with the following:

"**Contract Price**: (i) for the time period starting on 06/01/2018 and ending on 05/31/2021, Contract Price equals \$26.65000/MWh; (ii) for the time period starting on 06/01/2021 and ending on 05/31/2026, Contract Price equals \$26.55000/MWh; (iii) for the time period starting on 06/01/2026 and ending on 05/31/2029, Contract Price equals \$[TBD]/MWh, and (iv) for the time period starting on 06/01/2029 and ending on 12/31/2034, Contract Price equals \$[TBD]/MWh.".

2. If, after the Effective Date of this Second Amendment, Buyer becomes subject to any new or amended environmental law, regulation, or governmental requirements in connection with this Transaction (collectively, "New Requirements"), the Parties agree to discuss in good faith potential commercially reasonable solutions to address such New Requirements. Notwithstanding the foregoing, Seller shall have no obligation to provide such solutions, incur costs, or take action unless expressly agreed by the Parties in writing, and no such discussions shall give rise to any implied obligation or amendment of this Transaction. Any such solutions (including products), if such are expressly agreed in writing, shall be provided on mutually acceptable commercial terms.

3. Miscellaneous.

(a) **Entire Agreement.** This Second Amendment constitutes the entire agreement and understanding of the Parties with respect to its subject matter and supersedes all oral communications and prior writings (except as otherwise provided herein) with respect thereto. Except as expressly set forth in this Second Amendment, the Confirmation remains unchanged and in full force and effect.

(b) **Counterparts.** This Second Amendment may be executed and delivered in counterparts (including by facsimile transmission), each of which will be deemed an original.

IN WITNESS WHEREOF, the parties have executed this Second Amendment through their authorized representatives with effect from the Effective Date first set forth above.

NextEra Energy Marketing, LLC

City of Rochelle, Illinois

By: _____

By: _____

Name:

Name:

Title:

Title:

Date:

Date:

EXHIBIT 1 ("Original Confirmation")



**CONFIRMATION OF POWER PURCHASE
AND SALE TRANSACTION**

Date: October 3, 2017
Transaction Number: 2098911
To: City of Rochelle, IL (Buyer)
Trader:
From: NextEra Energy Marketing, LLC (Seller)
Trader: Ruben Lorenzo

This confirmation confirms the terms and conditions of the physical power transaction entered into between the parties.

Trade Date: October 3, 2017
Type of Transaction: FIRM (LD)
Term: From and including: 06/01/2018
Through: 05/31/2021
Delivery Period: Hour Type: 7x24
Days of Week: Monday through Sunday, including NERC holidays
Hour Endings: 0100 through 2400
Time Zone: Eastern Prevailing Time (EPT)
Contract Quantity: 5,000 MW
Total Contract Quantity: 131,520 MWH
Contract Price: \$ 26.65000/MWH
Delivery Point: N ILLINOIS HUB
Scheduling Rules: Seller shall schedule DAY-AHEAD physical delivery of the Contract Quantity to Buyer at the Delivery Point to occur during the applicable Delivery Period in accordance with the rules and procedures of the Transmission Provider.
Special Terms:

Governing Terms: Unless otherwise noted in this confirmation, this transaction is governed by the terms and conditions of the Master Agreement between NextEra Energy Marketing, LLC and City of Rochelle, IL executed on May 13, 2015.



CONFIRMATION OF POWER PURCHASE AND SALE TRANSACTION

Upon receipt:

1. If this confirmation does not reflect your understanding of this Transaction please notify the Risk Management Department of NextEra Energy Marketing, LLC by fax at 561-625-7517 or email to NextEra.Confirmations@NextEraEnergy.com.
2. If this confirmation reflects your understanding of this Transaction please sign where indicated and fax to 561-625-7517 or email to NextEra.Confirmations@NextEraEnergy.com.

NextEra Energy Marketing, LLC

By:

Name: Alfred Bartley

Title: Senior Trading Risk Analyst

Date: October 3, 2017

Contact: phone:561-691-2488 fax:561-625-7517

City of Rochelle, IL

By:

Name:

Title: Assistant to the City Manager

Date:

Contact:

815-561-2060

EXHIBIT 2 ("First Amendment")



AMENDMENT TO TRANSACTION CONFIRMATION

This Amendment to Transaction Confirmation (the "Amendment") is by and between NextEra Energy Marketing, LLC ("NEM") and City of Rochelle ("COR"). NEM and COR shall be referred to individually as a "Party" and together as the "Parties". This Confirmation amends the terms and conditions of the transaction ("Transaction") entered into between the Parties on October 3, 2017.

The Parties hereby agree that the Transaction shall be amended as follows:

1. The "Term" shall be deleted and replaced with the following:

"From and including: 06/01/2018
Through: 05/31/2029"

2. The Total Contract Quantity shall be replaced in its entirety with "482,160 MWHs".


3. The Contract Price shall be revised to read as follows:


"Contract Price: For the time period starting on 6/01/2018 and ending 05/31/2021 = \$26.65000/MWH, and for the time period starting 06/01/2021 and ending 05/31/2029 = \$26.55000/MWH."

NEPM and COR execute this Amendment effective on the Effective Date referenced above.

NEXTERA ENERGY
MARKETING, LLC

CITY OF ROCHELLE

By: 
Name: Alfred Bartley
Title: Principal Trading Risk Analyst
Office: (561) 691-2486
Fax: (561) 625-7517

By: 
Name: J. P. ...
Title: City Manager



