



## **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**: 338,720 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 \$31.88000/MWh; (ii) for the time period starting on 06/01/2021 and ending on 05/31/2026, Contract Price equals \$31.77000/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:** 2098910  
**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: 5x16  
Days of Week: Monday through Friday excluding NERC holidays  
Hour Endings: 0800 through 2300  
Time Zone: Eastern Prevailing Time (EPT)  
**Contract Quantity:** 5.000 MW  
**Total Contract Quantity:** 61,200 MWH  
**Contract Price:** \$ 31.88000/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](mailto: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](mailto: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: Susan L. Messer

Title: Assistant to the City Manager

Date: 10/3/17

Contact: 315-566-2000

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 "224,800 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 = \$31.88000/MWH, and for the time period starting 06/01/2021 and ending 05/31/2029 = \$31.77000/MWH."

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

NEXTERA ENERGY  
MARKETING, LLC

CITY OF ROCHELLE

By: [Signature]  
Name: Alfred Bartley  
Title: Principal Trading Risk Analyst  
Office: (561) 691-2488  
Fax: (561) 625-7517  
Completed [Signature]  
7/21/18

By: [Signature]  
Name: [Signature]  
Title: City Manager