

**FIRST AMENDMENT TO  
ASSET PURCHASE AGREEMENT BETWEEN  
CITY OF ROCHELLE AND NEXTERA ENERGY TRANSMISSION MIDATLANTIC, INC.**

This First Amendment to Asset Purchase Agreement (this "First Amendment") is entered into as of the 13<sup>th</sup> day of May 2019 (the "Effective Date") by and between the City of Rochelle, Illinois, acting through and on behalf of its Rochelle Municipal Utilities Department ("Seller"), and NextEra Energy Transmission MidAtlantic, Inc., an Illinois corporation (formerly, NextEra Energy Transmission MidAtlantic, LLC, a Delaware limited liability company) ("Purchaser"). Seller and Purchaser are hereinafter referred to individually as a "Party" and collectively as the "Parties." Capitalized terms used, but not defined, herein are used herein as defined in the Asset Purchase Agreement dated as of April 16, 2018 (the "Agreement"), by and between the Parties.

**WHEREAS**, Seller and Purchaser wish to amend the Agreement as hereinafter provided;

**NOW, THEREFORE**, in consideration of the foregoing premises and the covenants and agreements hereinafter set forth, the Parties hereby agree as follows:

1. Section 11.01(b) of the Agreement is amended and restated to hereafter read in its entirety as follows:

(b) by either Party, upon the other Party's receipt of written notification of termination from the terminating Party, if the Closing does not occur on or before June 30, 2020 ("Outside Date"), provided that the failure of the Closing to occur on or before the Outside Date is not the result of any material breach by the terminating Party.

2. **Representations Regarding This Amendment.** By its execution of this First Amendment, each Party represents and warrants that it is authorized to enter into this First Amendment, that this First Amendment does not conflict with any contract, lease, instrument or other obligation to which it is a party or by which it or any of its assets are bound, and that this First Amendment represents its valid and binding obligation, enforceable against such Party in accordance with its terms.

3. **No Other Amendments.** Except as specifically provided in this First Amendment, no other amendments, revisions or changes are made or have been made to the Agreement. All other terms and conditions of the Agreement remain in full force and effect, and the Parties hereby ratify and confirm their rights and obligations under the Agreement, as amended hereby.

4. **Effectiveness of Amendment.** This First Amendment shall become effective upon the Effective Date.

5. **Governing Law:** This First Amendment shall be governed by and interpreted in accordance with the laws of the State of Illinois applicable to contracts made and to be performed in the State of Illinois.

6. **Counterparts.** This First Amendment may be executed in any number of counterparts, and each executed counterpart shall have the same force and effect as an original instrument.

**IN WITNESS WHEREOF**, the Parties have executed this First Amendment as of the Effective Date.

**CITY OF ROCHELLE, ILLINOIS**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**NEXTERA ENERGY TRANSMISSION MIDATLANTIC, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_