

**ASSIGNMENT AND ASSUMPTION OF  
ASSET PURCHASE AGREEMENT**

**THIS ASSIGNMENT AND ASSUMPTION OF ASSET PURCHASE AGREEMENT** (this “**Assignment**”) is made and entered into this [●] day of December, 2019, by and between Next Era Energy Transmission MidAtlantic, Inc., an Illinois corporation (successor to NextEra Energy Transmission MidAtlantic, LLC, a Delaware limited liability company)<sup>1</sup> (“**Assignor**”), and Commonwealth Edison Company, an Illinois corporation (“**Assignee**”).

**W I T N E S S E T H:**

**WHEREAS**, Assignor and the City of Rochelle, Illinois, acting through and on behalf of its Rochelle Municipal Utilities Department (“**Seller**”), entered into an Asset Purchase Agreement dated as of April 16, 2018 (as amended and in effect on the date hereof, the “**Purchase Agreement**”), providing for the purchase and sale of certain transmission assets, and

**WHEREAS**, Assignor wishes to assign and transfer to Assignee, and Assignee wishes to accept and assume from Assignor, all of Assignor’s rights in and to, and obligations under, the Purchase Agreement as hereinafter provided.

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

1. Assignor hereby assigns to Assignee, all of Assignor’s right, title and interest in and to the Purchase Agreement, in order to expressly confer upon Assignee all of the benefits of a successor, assign or nominee of Assignor under the Purchase Agreement.
2. Assignee hereby accepts the assignment of Assignor’s rights, and hereby assumes and agrees to perform all of Assignor’s obligations, under the Purchase Agreement.
3. Assignor and Seller, by their respective execution of this Assignment, agrees that the letter agreement dated April 16, 2018 between Assignor and Seller, which is referenced in the third “Whereas” clause of the Purchase Agreement (the “**Third Line Agreement**”), is cancelled and of no further force or effect and Assignor and Seller shall have no further rights or obligations under the Third Line Agreement.
4. This Assignment shall become effective concurrently with the execution and delivery by Seller and Assignee of that certain First Amendment to Asset Purchase Agreement between Seller and Assignee amending certain provisions of the Purchase Agreement (the “**First Amendment**”), but shall not become effective until the City Council of the City of Rochelle, Illinois shall have approved (i) the assignment and assumption contemplated by this Assignment and (ii) the First Amendment.

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<sup>1</sup> NTD: NEET to confirm that conversion from corporation to LLC has been made.

5. Within thirty (30) days after the effectiveness of this Assignment, Assignor shall file a motion with the Illinois Commerce Commission to withdraw, with prejudice, its Application for a Certificate of Public Convenience and Necessity pursuant to Section 8-406 of the Illinois Public Utilities Act, for Consent and Approval to Enter into Agreements with Affiliated Interests pursuant to Section 7-101; and to Issue Debt and to Mortgage and Pledge Assets as Collateral in connection therewith pursuant to Sections 6-102 and 7-102, all in Illinois Commerce Commission Docket No. 18-0843.

6. This Assignment shall be governed by, and construed in accordance with, the laws of the State of Illinois without regard to its principles of conflict of laws.

7. This Assignment may be executed in counterparts, including .pdf counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

7. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Purchase Agreement.

[Signature Page Follows]

**IN WITNESS WHEREOF**, Assignor and Assignee have caused this Assignment to be executed as of the date and year first set forth herein.

**ASSIGNOR:**

**NEXTERA ENERGY TRANSMISSION  
MIDATLANTIC, INC.**

By: \_\_\_\_\_

Name:

Title:

**ASSIGNEE:**

**COMMONWEALTH EDISON COMPANY**

By: \_\_\_\_\_

Name:

Title:

Seller hereby acknowledges the terms of the foregoing assignment and assumption and confirms that (i) Assignee shall be deemed the "Purchaser" under, and a "Party" to, the Purchase Agreement, (ii) the Assignor shall be deemed released from any further obligation under the Purchase Agreement and (iii) the Third Line Agreement is cancelled and of no further force or effect.

**Acknowledged and Agreed:**

**CITY OF ROCHELLE, ILLINOIS**

By: \_\_\_\_\_

Name:

Title

Date: \_\_\_\_\_, 2019