

**RENEWABLE ENERGY CREDIT
PURCHASE AND SALE AGREEMENT
FIRSTENERGY SERVICE COMPANY, AS AGENT FOR
THE CLEVELAND ELECTRIC ILLUMINATING COMPANY
OHIO EDISON COMPANY
THE TOLEDO EDISON COMPANY**

SEPTEMBER 23, 2009

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RENEWABLE ENERGY CREDIT PURCHASE AND SALE AGREEMENT

THIS RENEWABLE ENERGY CREDIT PURCHASE AND SALE AGREEMENT (hereinafter referred to as the "Agreement"), with the effective date provided in Appendix A, is entered into by and between FirstEnergy Service Company, as agent for The Cleveland Electric Illuminating Company, Ohio Edison Company, and The Toledo Edison Company, with a place of business at 76 South Main Street, Akron, Ohio 44308, (hereinafter referred to as "Buyer" or "FirstEnergy Service Company") and Seller as provided in Appendix A (hereinafter referred to as "Seller").

RECITALS

WHEREAS, Seller has the REC Reporting Rights and the marketing rights to the Environmental Attributes of certain renewable energy resources;

WHEREAS, this Agreement contemplates the purchase and sale of certain characteristics that arise from the generation of electricity using a renewable energy resource, referred to herein as Renewable Energy Credits ("RECs");

WHEREAS, said RECs are, or will be certified by the Public Utilities Commission of Ohio ("PUCO") or other applicable certifying entity, for purposes of complying with the renewable energy resource requirements of R.C. 4928.01, R.C. 4928.64, and R.C. 4928.65 ("Ohio Law"); and said RECs must retain such certification during the term of this Agreement;

WHEREAS, Buyer has agreed to purchase RECs from Seller and Seller has agreed to sell to Buyer RECs, in accordance with the provisions of this Agreement;

WHEREAS, the Parties have set forth in this Agreement the terms and conditions for the Seller to provide RECs;

NOW, THEREFORE, for and in consideration of the premises, the mutual promises and agreements set forth herein and other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, Buyer and Seller, each intending to be legally bound, agree as follows:

ARTICLE 1: DEFINITIONS

1.1 Definitions.

As used in this Agreement, the following terms have the respective meanings set forth below. Other capitalized terms are defined elsewhere in this Agreement.

"Affected Party" shall have the meaning set forth in Section 5.1

"Agreement" means this Renewable Energy Credit Purchase and Sale Agreement, including all provisions, appendices, and documents incorporated herein by reference.

"All Renewable" means all Qualified RECs of all types including solar RECs.

"All-States" means Ohio and states which share a border with Ohio, specifically Michigan, Indiana, Kentucky, West Virginia, and Pennsylvania.

"Banked RECs" shall have the meaning set forth in Section 3.4.

"Contract Amount" means the amount designated as "Contract Amount" specified in Appendix A for the specified contract term.

"Deliver" "Delivered" or "Delivery" means the transfer of all rights, title and interest in Qualified RECs from Seller to Buyer via completion of the actions specified in Section 3.2(b).

"Early Termination Date" means the date upon which an early termination becomes effective as specified in Section 2.2.

"Effective Date" means the date upon which this Agreement has been executed by both Parties.

"Environmental Attributes" means any and all credits, benefits, emissions reductions, environmental air quality credits, and emissions reduction credits, offsets, and allowances, howsoever entitled, resulting from the avoidance of the emission of any gas, chemical, or other substance attributable to the generation of electricity by the Renewable Energy Resource.

"Event of Default" shall have the meaning set forth in Section 5.1.

“First Contract Term” means the period from November 1, 2009 through December 31, 2009.

“Governmental Authority” means any federal, state or local government, court of competent jurisdiction, administrative agency or commission or other governmental or regulatory authority or instrumentality or authorized arbitral body.

“Letter of Credit” shall have the meaning set forth in Section 8.2.

“Lien” means any mortgage, deed of trust, lien, pledge, charge, claim, security interest, easement, covenant, right of way, restriction, equity, hypothecation, usufruct or encumbrance of any nature whatsoever, including any conditional sale agreement.

“Party” or **“Parties”** means Buyer or Seller, individually or collectively, as applicable.

“Production Tax Credits” or **“PTCs”** mean the federal production tax credit for the production of electricity from wind pursuant to 26 U.S.C. § 45 or any substantially similar successor provision.

“Public Utilities Commission of Ohio” or **“PUCO”** means the Public Utilities Commission of Ohio which is the governing body responsible for certifying RECs.

“Qualified RECs” shall have the meaning set forth in Section 3.4.

“R.C.” means the Ohio Revised Code

“Renewable Energy Credit” or **“REC”** means all rights, title and interest in and to the Environmental Attributes associated with the electricity generated from a Renewable Energy Resource including the REC Reporting Rights. One REC represents the Environmental Attributes made available by the generation of one megawatt-hour “MWh” (equivalent to 1000 kilowatt-hours) of electricity from one or more Renewable Energy Resources, except for biomass, in which case the RECs shall be calculated according to the rules and regulations developed and in effect by the PUCO.

“REC Price” means the price for each REC in \$/REC, as specified in Appendix A.

“REC Reporting Rights” means the right to report to any agency, authority or other party, including without limitation under Section 1605(b) of the Energy Policy Act of 1992, as may be amended, ownership of the Environmental Attributes associated with the REC.

“Renewable Energy Resource” means an electric power generator producing electric power from renewable energy sources that meet the requirements defined in R.C. 4928.01(A)(35).

“Requirement of Law” means any federal, state and local law, statute, regulation, rule, code, ordinance, resolution, order, writ, judgment or decree enacted, adopted, issued or promulgated by any Governmental Authority or Regional Transmission Organization (“RTO”) (including those pertaining to electrical, building, zoning, environmental and occupational safety and health requirements).

“Retire” or “Retirement” means the RECs purchased by Buyer from Seller shall upon purchase be immediately and permanently removed from all applicable markets by Seller on Buyer's behalf and shall not be resold, transferred or otherwise utilized by Seller or any other party for any purpose whatsoever.

“Second Contract Term” means the period from January 1, 2010 through December 31, 2010.

“Seller Security” means the acceptable credit support to be provided by Seller pursuant to Article 8.

“Third Contract Term” means the period from January 1, 2011 through May 31, 2011.

“Termination Date” has the meaning set forth in Section 5.3.

ARTICLE 2 - TERM OF AGREEMENT

2.1 Contract Term:

This Agreement shall become effective upon execution by both Buyer and Seller on the Effective Date and shall remain in full force and effect through the applicable contract term(s). Parties agree that the Seller shall sell and deliver and Buyer shall buy and accept RECs for the contract term(s) and in the amounts and conditions specified in Appendix A.

2.2 Early Termination:

Notwithstanding Section 2.1, Buyer shall have the right to terminate this Agreement in an Event of Default by Seller pursuant to Article 5 of this Agreement; and to pursue all remedies as specified in Article 6. Upon such termination, in the event that Seller has provided a Letter of Credit under the terms of this Agreement, Seller will preserve the Letter of Credit in place until any payments that may be due to Buyer as a result of such termination under this Agreement for which the Letter of Credit has been provided have been made in full.

ARTICLE 3 - PURCHASE AND SALE OF RECS

3.1 Purchase and Sale of RECs.

Subject to the terms and upon the conditions and provisions of this Agreement, Seller shall sell and deliver, and Buyer shall purchase and accept, all rights, title and interest in the RECs for the Contract Amount specified in Appendix A for each contract term.

3.2 Delivery of RECs by Seller.

(a) Seller will deliver the annual quantity of RECs specified in Appendix A for each contract term. RECs shall be delivered to FirstEnergy Service Company in accordance with the minimum REC delivery schedule in Table 1 below, subject to the applicable contract terms for which Seller has contracted. Seller may Deliver a larger percentage of annual RECs earlier in the annual delivery period, but Seller is required to meet the minimum delivery schedule.

Table 1. Ohio All Renewable RECs Minimum Delivery Schedule (subject to Section 3.4)

Quarter	Deliver By	2009	2010	2011
Q1	April 15	<i>Not applicable</i>	10%	50%
Q2	May 31	<i>Not applicable</i>	<i>Not applicable</i>	50%
Q3	July 15	<i>Not applicable</i>	20%	<i>Not applicable</i>
	October 15	<i>Not applicable</i>	40%	<i>Not applicable</i>
Q4	December 15	25%	<i>Not applicable</i>	<i>Not applicable</i>
	February 15	75%	30%	<i>Not applicable</i>

(b) Seller must Deliver all RECs to Buyer using the PJM Environmental Information Services, Inc.’s (“PJM EIS”) Generation Attribute Tracking System (“GATS”) or the MISO Midwest Renewable Energy Tracking System (“M-RETS”). Delivery shall occur once the applicable RECs are posted to Buyer’s account within the applicable system.

3.3 REC Price

Buyer shall pay Seller the REC Price as specified in Appendix A for RECs Delivered during each applicable contract term. The REC Price for any RECs Delivered at any time during the applicable contract term shall be due and payable upon Delivery to Buyer.

3.4 Qualified RECs.

All RECs delivered under this Agreement must be certified by the PUCO, or other applicable certifying entity and registered with GATS and M-RETS (“Qualified RECs”). However, if the Seller shall have submitted an application to the PUCO in good faith and in a timely manner, but not received its certification in time to provide certified RECs to meet the minimum REC delivery schedule deadlines of this Agreement, the Parties shall work together in good faith to reach a solution that shall not penalize the Seller or the Buyer.

Banked RECs that were produced by a certified, eligible Renewable Energy Resource after July 31, 2008 but before January 1, 2009 (“Banked RECs”) are acceptable

for delivery to Buyer provided they comply with the requirements of this Agreement.

The Seller acknowledges and agrees that any Environmental Attribute associated with or related to the delivery of the RECs, including without limitation any verified emissions reduction will not be sold or otherwise made available to a third party but will be sold to Buyer pursuant to this Agreement. Seller agrees to execute all other documents or instruments, at its expense, necessary to effectuate the delivery of the RECs to Buyer, including costs for registration, certification and transfer of RECs (including but not limited to GATS and M-RETS expenses).

3.5 Ownership and Title of RECs.

Buyer shall have sole, exclusive and perpetual ownership of all RECs delivered to Buyer by Seller under this Agreement, including all rights to sell, assign, transfer, apply or retire any RECs transferred to Buyer by Seller, provided, however, that delivery of RECs shall not transfer eligibility or other rights to Production Tax Credits or similar benefits or subsidies. Title to RECs shall not transfer to Buyer prior to delivery by Seller. Any benefits derived from the RECs after delivery to Buyer shall inure solely to the benefit of Buyer and not to Seller. All RECs transferred to Buyer shall be free and clear of all Liens.

3.6 Not Unit Contingent.

Seller shall transfer the contracted quantity of RECs as specified in Appendix A for each contract term according to the schedule contained in Table 1. RECs provided pursuant to this Agreement are not unit contingent, and it is the Seller's obligation to provide compliant RECs for the category contracted (Ohio All Renewable) and vintage year (RECs applicable for the appropriate term).

Except as otherwise provided in Section 3.4 and Section 3.9, failure to provide such compliant RECs on the defined schedules may constitute an Event of Default under Section 5.2, and Seller may be subject to immediate Early Termination and Buyer may exercise remedies pursuant to Article 6.

3.7 Non-compliant RECs.

In the event that any REC transferred to Buyer is subsequently determined to be unable to be used by Buyer as required by the PUCO or Ohio Law due to Seller's failure to comply with any obligation under this Agreement, Seller shall transfer an equivalent REC to Buyer within ten (10) days of such determination. All RECs transferred to Buyer under this Section shall be available for use by Buyer for purposes of compliance under any and all applicable Ohio laws, rules and regulations, including without limitation, those promulgated by the PUCO as if the REC had been created at the time the non-compliant REC was created. Any additional costs or penalties incurred by Buyer resulting from the transfer of non-compliant RECs by Seller shall be paid for by Seller.

3.8 No Sale of Electricity and Capacity.

Pursuant to this Agreement, Seller sells and delivers only RECs, not energy or capacity, to Buyer, and Buyer purchases and accepts only RECs, not energy or capacity from the Seller.

3.9 Force Majeure.

Either Party may assert Force Majeure at the occurrence of an event not anticipated as of the Effective Date, which is not within the reasonable control of the Party affected thereby or attributable to such Party's fault or negligence, and which by the exercise of due diligence the affected Party is unable to overcome or obtain or cause to be obtained a commercially reasonable substitute therefore. Force Majeure includes, but is not restricted to: acts of God; fire; explosion; civil disturbance; sabotage; action or restraint by court order or public or government authority, so long as the Party affected has not applied for or assisted in the application for, and has opposed where and to the extent reasonable, such government action; failure of the PUCO to approve Seller's properly filed application for certification on or before December 15th of the applicable contract term. Force Majeure shall not include the Seller's ability to sell RECs to a market at a more advantageous price. If a party asserts Force Majeure as an excuse for failure to perform the party's obligation, then the nonperforming party must prove that the party took reasonable steps to minimize delay or damages caused by foreseeable events, that the party substantially fulfilled all non-excused obligations, and that the other party

was timely notified of the likelihood or actual occurrence of an event described herein.

ARTICLE 4 - BILLING AND TERMS OF PAYMENT

4.1 Billing.

4.1.1 Buyer will create and deliver an invoice to Seller, no later than fifteen (15) business days after the Delivery dates specified in Section 3.2. In the event RECs applicable to a contract term are delivered prior to the Delivery dates specified in Section 3.2, Buyer will create and deliver an invoice to Seller for the RECs delivered no later than fifteen (15) days after Delivery of such RECs.

4.1.2 The invoice amount will be based on the amount of RECs actually delivered from the Seller to the Buyer and the REC Price as described in Section 3.3.

4.2 Terms of Payment.

4.2.1 Buyer will remit payment to Seller, within (30) days, after delivery of invoice.

4.2.2 Payment will be in the form of Electronic Funds Transfer (“EFT”) unless Seller otherwise specifies.

4.3 Seller Invoice Contact Information

Seller contact information is provided in Appendix A.

4.4 Invoice Information

Invoices will at a minimum contain the following information:

- (a) REC quantity
- (b) REC price
- (c) Invoice delivery period specified in Section 4.1
- (d) Invoice Date

ARTICLE 5 - EVENTS OF DEFAULT

5.1 Events of Default.

“Event of Default” shall mean, with respect to a Party (the “Affected Party”):

(a) the failure by the Affected Party to make, when due, any payment required under this Agreement if such failure is not remedied within five (5) business days after written notice of such failure is given to the Affected Party; or

(b) any representation or warranty made by the Affected Party in this Agreement shall prove to have been false or misleading in any material respect when made, including without limitation Seller’s representations or warranties in Section 3.4 and Section 3.5 above; or

(c) except as otherwise provided in Section 3.4 and Section 3.9, the failure by the Affected Party to perform any material covenant or agreement set forth in this Agreement (other than its obligations to make any payment or obligations which are otherwise specifically covered as a separate Event of Default), and such failure is not cured within fifteen (15) business days after written notice thereof to the Affected Party; or

(d) The Affected Party shall:

(i) make an assignment or any general arrangement for the benefit of creditors,

(ii) file a petition or otherwise commence, authorize or acquiesce in the commencement of a proceeding or cause under any bankruptcy or similar law for the protection of creditors, or have such petition filed against it and such proceeding remains undismissed for thirty (30) business days,

(iii) otherwise become bankrupt or insolvent (however evidenced), or

(iv) be unable to pay its debts as they fall due.

5.2 Events of Default (Seller)

In the case of the Seller, an Event of Default shall have occurred:

(a) in the event Seller fails to maintain Seller Security as specified in Article 8; or

(b) except as otherwise provided in Section 3.4 and Section 3.9, in the event Seller fails to deliver RECs within ten (10) days following the scheduled delivery date.

5.3 Termination for Events of Default

5.3.1 In the event of such termination for default, the non-defaulting party shall provide the defaulting Party a notice in writing that the Agreement shall be terminated on a specified date contained in said notice (“Termination Date”). Upon receipt of this notice, Seller shall cease delivery of RECs on the Termination Date. Buyer shall pay Seller for all Qualified RECs delivered pursuant to Section 3.2, if any, up to the Termination Date.

ARTICLE 6 – REMEDIES

6.1 General Remedies.

If an Event of Default occurs with respect to either Party at any time during the term of this Agreement, the non-defaulting Party may (i) terminate this Agreement pursuant to Section 5.3, (ii) withhold any payments due pursuant to this Agreement to the extent of its damages in accordance with Section 8.3, and (iii) exercise such other remedies as may be available at law or in equity or as otherwise provided in this Agreement.

6.2 Buyer’s Liability.

In the event Buyer causes or suffers an Event of Default and Seller elects to terminate this Agreement, then notwithstanding termination hereof, Buyer shall be obligated to pay Seller termination damages equal to the REC Price, as set forth in Appendix A, for any RECs Delivered in accordance with this Agreement to Buyer for which Seller has not been paid, if any.

6.3 Seller’s Liability.

In the event Seller causes or suffers an Event of Default and Buyer elects to terminate this Agreement, then notwithstanding termination hereof, Seller shall be obligated to pay Buyer termination damages equal to the cost to Buyer of purchasing, or the market price at which the Buyer could purchase RECs (including transaction costs),

equivalent in vintage and quality to all remaining RECs to be delivered under this Agreement, less the REC Price Buyer would have had to pay Seller for the same number of RECs. In addition if nonperformance by Seller, except as otherwise provided in Section 3.4 and Section 3.9, causes Buyer to incur penalties under Ohio Law, Seller shall pay to Buyer the amount of such penalties incurred.

ARTICLE 7 - TERMINATION

If an Event of Default occurs with respect to either Party at any time during the term of this Agreement, the Affected Party has the right, but not the obligation, to terminate this Agreement upon five (5) business days' written notice to the Party not affected. Termination notwithstanding, any remedies owed under this Agreement shall remain in effect and shall be immediately due and payable.

ARTICLE 8 – CREDIT AND SELLER SECURITY

8.1 Credit Requirements.

No security is required if the total dollar value of this Agreement is less than \$100,000, or if Buyer determines that Seller or Seller's guarantor has a credit rating sufficient to provide the credit required to support this Agreement.

8.2 Posting of Security.

If the total dollar value of this Agreement is in excess of \$100,000 and if Buyer has determined that Seller does not have an adequate credit rating to support the credit required for this Agreement, then Seller shall post and maintain Seller Security in an amount of 10% of the total dollar value of the Agreement. Seller shall post such security in the form of a Letter of Credit in a form acceptable to the Buyer or in cash. The Letter of Credit must be in the form of Appendix B, or another substantially similar form approved by Buyer. Seller shall have the right to replace such Seller Security with a different Seller Security in the required amount subject to the Seller providing prior notification to Buyer describing such replacement and confirming that the replacement conforms to the requirements of this Agreement.

If Buyer relies upon Seller's credit rating to allow Seller to avoid posting security and Seller's credit rating is subsequently downgraded, Buyer shall have the right to request performance assurances or to require posting of credit. Seller shall have the obligation, in such case, to meet Buyer's performance assurances or alternatively post and maintain Seller Security in an amount of 10% of the total dollar value of this Agreement.

8.3 Reinstatement of Security.

Within three (3) business days after a draw by Buyer on Seller, Seller shall cause the Seller Security to be reinstated to the applicable amount, provided, that the obligation to reinstate (a) the Seller Security shall terminate on the date that the security is provided, and (b) the Seller Security shall terminate upon the termination of this Agreement.

ARTICLE 9 - INDEMNIFICATION AND LIMITATION OF LIABILITY

9.1 Indemnification.

Each Party, to the extent permitted by law, shall indemnify, defend and hold harmless the other Party, its affiliated companies, and all of their directors, officers, employees, agents and representatives from and against all claims, liabilities, damages, losses or expenses to the extent arising out of any negligence, willful misconduct, breach of contract or violation of law of the indemnifying Party, its employees, agents, subcontractors, or assigns in the performance of services under this Agreement. In the event the Parties are jointly at fault, each Party shall indemnify the other in proportion to its relative fault.

The claims, liabilities, damages, losses or expenses covered hereunder include, but are not limited to, settlements, judgments, court costs, attorneys' fees and other litigation expenses, fines, and penalties arising out of actual or alleged (a) injury to or death of any person, including employees of Buyer or Seller, or (b) loss of or damage to property, including property of Buyer or Seller, or (c) breach of contract.

9.2 Limitation of Liability. SELLER MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE RECS, EXCEPT AS SET FORTH IN ARTICLE 3. IT IS

UNDERSTOOD AND AGREED THAT EXCEPT AS PROVIDED IN ARTICLE 13 BELOW, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, WRITTEN OR ORAL, STATUTORY OR OTHERWISE, WITH RESPECT TO THE SERVICES EACH PARTY WILL PROVIDE PURSUANT TO THIS AGREEMENT. NEITHER PARTY TO THIS AGREEMENT SHALL BE LIABLE TO THE OTHER FOR ANY UNFORESEEABLE INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY LOSS OF REVENUES OR LOSS OF PROFITS.

ARTICLE 10 - RELATIONSHIP OF THE PARTIES

The relationship of the Parties under this Agreement is that of independent contractors. The Parties specifically state their intention that this Agreement is not intended to create a partnership or any other co-owned enterprise unless specifically agreed to by the Parties in a separate written instrument.

ARTICLE 11: TAXES

Seller is liable for and shall pay or cause to be paid all taxes applicable to or arising out of the transactions contemplated in this Agreement.

ARTICLE 12: NOTICES

All notices required or permitted to be given hereunder in writing shall, unless expressly provided otherwise, be in writing, properly addressed, postage pre-paid and delivered by hand, facsimile, certified or registered mail, courier or electronic messaging system to the appropriate address as either Party may designate from time to time by providing notice thereof to the other Party.

If to Buyer:

FirstEnergy Service Company
2800 Pottsville Pike
P.O. Box 16001
Reading, PA 19612

Attention:

Dean Stathis
Director –FirstEnergy Regulated
Commodity Sourcing

Phone: (610) 921-6766
Fax: (610) 939-8542
Email: dstathis@firstenergycorp.com

If to Seller:

[Entity Name]
[Address]

Attention:

[Contact Person]

Phone:
Fax:
Email

Notices delivered by facsimile or by an electronic messaging system shall require confirmation through a reply facsimile or electronic message.

ARTICLE 13 - PUBLICITY AND DISCLOSURE

Seller shall not disclose the details of this Agreement or related transaction(s) without securing prior written approval from Buyer. In addition, Seller shall not use the name, trade name, trademarks, service marks of or owned by Buyer, or logos of Buyer in any publicity releases, news releases, annual reports, product packaging, signage, stationery, print literature, advertising, websites or other media without securing prior written approval from Buyer. Seller shall not, without prior written consent of Buyer, represent, directly or indirectly, that any product or service offered by Seller has been approved or endorsed by Buyer.

ARTICLE 14 - MISCELLANEOUS

14.1 Representations and Warranties.

Each Party represents and warrants to the other Party that (i) it is duly organized or registered, as applicable, validly existing and in good standing under the laws of the jurisdiction of its formation; (ii) it has all authorizations, licenses and consents necessary for it to legally perform its obligations under this Agreement; (iii) the execution, delivery and performance of this Agreement are within its powers, have been duly authorized by all necessary action and do not violate any of its governing documents, any contracts to which it is a party or any law, rule, regulation, order or the like applicable to it; (iv) this Agreement and every other document executed and delivered in accordance with this Agreement constitutes its legally valid and binding obligation enforceable against it in accordance with its terms, subject to any equitable defenses; (v) it is not bankrupt and there are no proceedings pending or being contemplated by it or, to its knowledge, threatened against it which would result in it being or becoming bankrupt; (vi) there is not pending nor, to its knowledge, threatened against it or any of its affiliates any legal proceedings that could materially adversely affect its ability to perform its obligations

under this Agreement; (vii) no Event of Default, or any event that with the passage of time would constitute an Event of Default, with respect to it has occurred and is continuing and no such event or circumstance would occur as a result of its entering into or performing its obligations under this Agreement;

14.2 Governing Law.

This Agreement and the rights and duties of the parties hereunder shall be governed by and construed, enforced and performed in accordance with the laws of the State of Ohio without regard to principles of conflicts of laws

14.3 Entire Agreement.

This Agreement constitutes the entire agreement between the Parties relating to the subject matter hereof and supersedes all prior agreements, understandings, negotiations, whether oral or written, of the Parties.

14.4 Amendments.

Except to the extent herein provided, no amendment, supplement, modification, termination or waiver of this Agreement shall be enforceable unless executed in writing by the Party to be bound thereby.

14.5 Assignment.

This Agreement is binding on any successors and assigns of the Parties. Neither Party may otherwise transfer or assign this Agreement, in whole or in part, without the other Party's written consent. Such consent shall not be unreasonably withheld or delayed.

14.6 Non-Waiver; No Partnership or Third Party Beneficiaries.

No waiver by any Party of any of its rights with respect to the other Party or with respect to this Agreement or any matter or default arising in connection with this Agreement, shall be construed as a waiver of any other right, matter or default. Any waiver shall be in writing signed by the waiving Party. Neither Party shall be deemed to be the employee, agent, partner, joint venture or contractor of any other Party under or in connection with this Agreement. This Agreement is made and entered into for the sole benefit of the Parties, and their permitted successors and assigns, and no other Person

shall be a direct or indirect legal beneficiary of, have any rights under, or have any direct or indirect cause of action or claim in connection with this Agreement.

14.7 Confidential Information.

It may be necessary for each Party to provide the other Party information necessary to permit performance of their respective obligations hereunder. The Parties agree that all information including cost estimates, financial and other information provided by the other Party, which is clearly marked as being confidential information, will be held in strict confidence, and upon the expiration or earlier termination of this Agreement, the Parties and their respective officers, employees, agents, advisors and representatives, will continue to hold such information in confidence. The Parties' obligation to treat such information as confidential shall terminate at the expiration of one (1) year from the termination of this Agreement. Nothing in this Agreement shall limit either Party's use or disclosure of information which: (i) is now generally known or available on an unrestricted basis to the public or becomes so known or available on an unrestricted basis through no fault of the receiving Party; (ii) is already in the receiving Party's possession without restriction as to its use or disclosure prior to its receipt from the disclosing Party; (iii) is acquired by the receiving Party on an unrestricted basis from any third party, provided that the receiving party does not know or have reason to know, or is not informed subsequent to disclosure by such third party and prior to disclosure by the disclosing Party, that such information was acquired under an obligation of confidentiality, or (iv) information that was developed by or for the receiving Party independently of and without reference to the information of the disclosing Party. Notwithstanding the foregoing, all such confidential information may be subject to review by the Public Utilities Commission of Ohio or any other governing authority or judicial body with jurisdiction. Under such circumstances, Buyer will make all reasonable efforts to protect Seller's confidential information.

14.8 Severability.

In the event that any provision of the Agreement shall be found to be void or unenforceable, such findings shall not be construed to render any other provision of the Agreement either void or unenforceable, and all other provisions shall remain in full force and effect unless the provisions which are void or unenforceable shall substantially affect the rights or obligations granted to or undertaken by either Party.

[Signature page follows]

IN WITNESS WHEREOF, each of the parties hereto acknowledge that they have read the terms and conditions contained herein, understand and agree to the same and agree to be bound thereby and have caused this Agreement to be executed in duplicate originals by its duly authorized representative on the respective dates entered below.

("SELLER")

By:
(Signature)

(Name typed or printed)

Title:

Date:

IN WITNESS WHEREOF, each of the parties hereto acknowledge that they have read the terms and conditions contained herein, understand and agree to the same and agree to be bound thereby and have caused this Agreement to be executed in duplicate originals by its duly authorized representative on the respective dates entered below.

("Buyer")

By:
(Signature)

(Name typed or printed)

Title:

Date:

**Appendix A to the
Renewable Energy Credit
Purchase and Sale Agreement**

Effective Date : (insert effective date)

**Between
FirstEnergy Service Company acting as agent for
The Cleveland Electric Illuminating Company
Ohio Edison Company
The Toledo Edison Company
And**

(insert Seller name)

(insert Seller address)

(insert seller invoice contact information)

REC Quantities and Prices by Contract Term

REC Type	Contract Term 1 (2009)		Contract Term 2 (2010)		Contract Term 3 (2011)	
	Contract Amount	Price \$/REC	Contract Amount	Price \$/REC	Contract Amount	Price \$/REC
Ohio All Renewable						

Appendix B

Form of Letter of Credit

Sample Renewable Energy Credit Purchase and Sale Agreement Letter of Credit

_____ (Date)

Letter of Credit No. _____

To: FirstEnergy Service Company as agent for The Cleveland Electric Illuminating Company, The Toledo Edison Company and Ohio Edison Company (“Beneficiary”)

1. We hereby establish in your favor this irrevocable transferable Letter of Credit (this “Letter of Credit”) for the account of _____(the “Applicant”), in the aggregate amount of \$_____, effective immediately and available to you at sight upon demand at our counters at _____ and expiring 364 days from date of issuance or any extension thereof (in the form of Annex 5), unless terminated earlier or automatically extended, in accordance with the provisions hereof or otherwise extended.
2. This Letter of Credit is issued at the request of the Applicant, and we hereby irrevocably authorize you to draw on us, in accordance with the terms and conditions hereof, up to the maximum amount of this Letter of Credit, subject to reduction as provided in Paragraph 12 hereof. This Letter of Credit may be drawn upon an Event of Default under the Renewable Energy Credit Purchase and Sale Agreement(s) between the Applicant and you, dated _____ .
3. A partial or full drawing hereunder may be made by you on any Business Day on or prior to the expiration of this Letter of Credit by delivering, by no later than 11:00

A.M. (New York, NY time¹) on such Business Day to _____
(Bank), _____ (address), (i) a notice executed by
you in the form of Annex 1 hereto, appropriately completed and duly signed by an
Authorized Officer of each of the Beneficiary and (ii) your draft in the form of Annex
2 hereto, appropriately completed and duly signed by an Authorized Officer of each
of the Beneficiary. Authorized Officer shall mean President, Treasurer, any Vice
President or any Assistant Treasurer.

4. We may, but shall not be obligated to, accept any request to issue a substitute letter of credit. Such request shall be in an Availability Certificate in the form of Annex 3 hereto by you to us for exchange for a new letter of credit in the amount set forth in an Availability Certificate, which amount shall not exceed the present value of this Letter of Credit. Upon acceptance by us of any such request to issue a substitute letter of credit for exchange, the new letter of credit shall be issued in the amount as set forth in the Availability Certificate.
5. We hereby agree to honor a drawing hereunder made in compliance with the terms and provisions of this Letter of Credit by transferring in immediately available funds the amount specified in the draft delivered to us in connection with such drawing to such account at such bank in the United States as you may specify in your draft delivered to us pursuant to Paragraph 3 hereof, by 3:00 P.M. (New York, NY time) on the date of such drawing, if delivery of this requisite document is made prior to 11:00 AM (New York, NY time) on Business Day pursuant to Paragraph 3 herein above, but at the opening of business on the first Business Day next succeeding the

¹ If the issuer of the Letter of Credit is located in an area that is not in the Eastern Time zone, this time and all other times in this Letter of Credit, and the definition of a business day should be adjusted accordingly.

date of such drawing if delivery of the requisite document is made on or after 11:00 AM (New York, NY time) on any Business Day pursuant to Paragraph 3 herein above.

6. If a demand for payment made by you hereunder does not, in any instance, conform to the terms and conditions of this Letter of Credit, we shall give you prompt notice (not exceeding three (3) Business Days following the date of receipt of the documents) that the demand for payment was not effected in accordance with the terms and conditions of this Letter of Credit, stating the reasons therefore and that we will upon your instructions hold any documents at your disposal or return the same to you. Upon being notified that the demand for payment was not effected in conformity with this Letter of Credit, you may attempt to correct any such non-conforming demand for payment to the extent that you are entitled to do so, provided, however, in such event a conforming demand for payment must be timely made in accordance with the terms of this Letter of Credit.
7. This Letter of Credit will automatically terminate and be delivered to us for cancellation on the earliest of (i) the making by you of the drawings in an amount equal to the maximum amount available to be made hereunder, (ii) the date we issue a new letter of credit in exchange for this Letter of Credit in accordance with Paragraph 4 herein above, (iii) the date we receive from you a Certificate of Expiration in the form of Annex 4 hereto, or (iv) will be automatically extended without written amendment for successive additional one (1) year periods from the current or any future extended expiry date, unless at least ninety (90) days prior to such date of expiration, we give written notice to Beneficiary by registered or certified mail, return

receipt requested, or by overnight courier, at the address set forth above, or at such other address of which prior written notice has been provided to us, that we elect not to renew this irrevocable standby Letter of Credit for such additional one (1) year period.

8. As used herein:

“Availability Certificate” shall mean a certificate substantially in the form of Annex 3 hereto, appropriately completed and duly signed by your authorized officer.

“Business Day” shall mean any day on which commercial banks are not authorized or required to close in New York, New York and any day on which payments can be effected on the Fed wire system.

9. This Letter of Credit is assignable and transferable, in accordance with Annex 6, to an entity who you certify to us in the form of Annex 6, and we hereby consent to such assignment or transfer, provided that this Letter of Credit may not otherwise be amended or modified without consent from us, you and the Applicant, and except as otherwise expressly stated herein, is subject to the Uniform Customs and Practice for Documentary Credits – 2007 Revision, ICC Publication No. 600, or any successor publication thereto (the “UCP”). Any and all transfer fees, expenses and costs shall be borne by the Applicant. This Letter of Credit shall, as to matters not governed by the UCP, be governed and construed in accordance with New York law, without regard to principles of conflicts of law. Transfers fees shall be borne by the Applicant.

10. This Letter of Credit sets forth in full our undertaking, and such undertaking shall not in any way be modified, amended, changed, amplified or limited by reference to any

document, instrument or agreement referred to herein, except for Annexes 1 through 6 hereto and the notices referred to herein; and any such reference shall not be deemed to incorporate herein by reference any document, instrument or agreement except as set forth above.

11. We certify that as of _____(date) we _____ (“Bank”) satisfy the senior unsecured debt rating of “A” from Standard & Poor’s Rating Service.
12. The amount which may be drawn by you under this Letter of Credit shall be automatically reduced by the amount of any drawings paid through us referencing this Letter of Credit No. _____. Partial drawings are permitted hereunder.
13. Faxed document(s) are acceptable. Presentation by fax must be made to fax number _____ confirmed by telephone to _____.
14. In the event of act of God, riot, civil commotion, insurrection, war, terrorism or by any strikes or lock outs, or any cause beyond our control, that interrupts our business, and causes the place for presentation of this Letter of Credit to be closed for business on the last day of presentation, the expiration date of this Letter of Credit shall be automatically extended without amendment to a date thirty (30) calendar days after the place for presentation reopens for business.
15. This Letter of Credit has been sent to the Company located at _____ above (as per Applicant’s instructions). The aggregate amount paid to the Company during the validity of this Letter of Credit will not exceed the amount of this Letter of Credit. Any demands or communications in the form of the attached Annexes (except for Annex 5) or other communications directed to us under this Letter of Credit must

be signed by an Authorized Officer of the FirstEnergy Service Company. Acceptance or rejection of any amendments to this Letter of Credit or any extensions pursuant to Annex 5 must be signed by an Authorized Officer of the FirstEnergy Service Company.

Very truly yours,
(Bank)

By: _____
Name:
Title:

By: _____
Name:
Title:

Annex 1 to Letter of Credit
DRAWING UNDER LETTER OF CREDIT NO. _____

_____, 20__

To: (Bank)
(Address)

Attention: Standby Letter of Credit Unit

Ladies and Gentlemen:

The undersigned is making a drawing under the above-referenced Letter of Credit in the amount specified below and hereby certifies to you as follows:

1. Capitalized terms used herein that are defined herein shall have the meanings ascribed thereto in the Letter of Credit.
2. "Pursuant to Paragraph 2 of the Letter of Credit No. _____, dated _____, 20__, the undersigned is entitled to make a drawing under the Letter of Credit in the aggregate amount of \$ _____, inasmuch as there is an Event of Default under any Renewable Energy Credit Purchase and Sale Agreement between the Applicant and us.
3. The amount to be received by FirstEnergy Service Company for total equal to the aggregate amount in the previous paragraph.
4. We acknowledge that, upon your honoring the drawing herein requested, the amount of the Letter of Credit available for drawing shall be automatically decreased by an amount equal to this drawing.

Very truly yours,

FirstEnergy Service Company

By: _____

Name:

Title:

Date:

Annex 2 to Letter of Credit
DRAWING UNDER LETTER OF CREDIT NO. _____

_____, 20__

ON [Business Day immediately succeeding Date of presentation]

PAY TO: FirstEnergy Service Company

\$ _____

For credit to the account of _____.

FOR VALUE RECEIVED AND CHARGE TO ACCOUNT OF LETTER OF CREDIT
NO. _____ OF

(Bank)
(Address)

FirstEnergy Service Company

By: _____

Name:

Title:

Date:

Annex 3 to Letter of Credit
AVAILABILITY CERTIFICATE
UNDER LETTER OF CREDIT NO. _____

_____, 20__

To: (Bank)
(Address)

Attention: Standby Letter of Credit Unit

Ladies and Gentlemen:

Each of the undersigned hereby requests that, in exchange for the above-referenced Letter of Credit, a new Letter of Credit be issued in the aggregate amount of \$_____ (the "New Amount") and to expire on _____(date), but otherwise in the form of this Letter of Credit.

Please acknowledge your intention to issue such new Letter of Credit in the New Amount upon the surrender of the above-referenced Letter of Credit by signing the attached acknowledgment copy hereof and forwarding it to:

Beneficiary
Addresses

Very truly yours,

FirstEnergy Service Company

By: _____

Name:

Title:

Date:

APPLICANT NAME

By: _____

Name:

Title:

Date:

Agreed and Accepted:
(Bank)

By _____

Name:

Title:

Date:

Annex 4 to Letter of Credit

CERTIFICATE OF EXPIRATION
OF LETTER OF CREDIT NO. _____

_____, 20__

To: (Bank)
(Address)

Attention: Standby Letter of Credit Unit

Ladies and Gentlemen:

The undersigned hereby certifies to you that the above referenced Letter of Credit may be cancelled without payment. Attached hereto is said Letter of Credit, marked cancelled.

FirstEnergy Service Company

By: _____

Name:

Title:

Date:

cc: _____ (Applicant Name)

Annex 5 to Letter of Credit
NOTICE OF EXTENSION
OF LETTER OF CREDIT NO. _____

_____, 20__

To FirstEnergy Service Company:

Re: Our Letter of Credit no. _____ presently in the aggregate amount of USD _____ issued for the account of _____ and expiring on _____.

On the expiration date of the Letter of Credit no. _____, we will issue a new Letter of Credit No. _____ to expire on _____ (date). This new Letter of Credit No. _____ will, aside from the expiration date be in the amount and form of our Letter of Credit No. _____.

Very truly yours,

BANK _____

By _____
Name:
Title:
Date:

cc: _____ (Applicant Name)

Annex 6 to Letter of Credit
NOTICE OF TRANSFER
OF LETTER OF CREDIT NO. _____

_____, 20__

To:
Bank
Bank Address

To Whom It May Concern:
Re: Credit _____
Issued by _____
Advice No _____

For the value received, the undersigned beneficiary hereby irrevocably transfers to:

(Name of Transferee)

(Address)

all rights of the undersigned beneficiary to draw under the above Letter of Credit in its entirety.

By this transfer, all rights of the undersigned beneficiary in such Letter of Credit are transferred to the transferee and the transferee shall have the sole rights as beneficiary thereof, including sole rights relating to any amendments whether increases or extensions or other amendments and whether now existing or hereafter made. All amendments are to be advised direct to the transferee without necessity of any consent of or notice to the undersigned beneficiary.

The advice of such Letter of Credit is returned herewith, and we ask you to endorse the transfer on the reverse thereof, and forward it direct to the transferee with your customary notice of transfer.

Enclosed is a certified check in the amount of \$_____ in payment of your transfer commission and in addition we agree to pay to you on demand any expenses that may be incurred by you in conjunction with this transfer.

Very Truly Yours

(signature of the Company)

The above signature with title as stated conforms to that on file with us and is authorized for the execution of said instruments.

(Name of authenticating party)

(Authorized signature of authenticating party)

Name

Title