FirstEnergy Solutions Corp.

Customer Supply Agreement

Customer Supply Agreement ("Agreement") is between FirstEnergy Solutions Corp., an Ohio corporation with its principal offices located in Akron, Ohio ("Supplier"), and Norton City Schools, an Ohio Public school system, with its principal office located in Norton ("Customer") made effective this _____ day of _____, 2011 ("Effective Date"). Supplier and Customer are sometimes referred to individually as "Party" or collectively as "Parties."

Supplier has entered into a Master Agreement to Provide Services to an Affinity Group ("Master Agreement") with the Ohio Schools Council, the Ohio School Board Association, the Ohio Association of School Business Officials and the Buckeye Association of School Administrators (collectively doing business under the trade name Power 4 Schools, (the "P4S")). Pursuant to the Master Agreement, P4S has agreed to establish and maintain a program through which P4S will promote the Supplier's "Electricity Services" to its members (the "Affinity Program"), has endorsed the provision of "Electricity Services" by Supplier to its members, and has negotiated a price for such Electricity Services on behalf of its members.

Customer is a member of one of the entities comprising P4S.

This Agreement sets forth the terms under which the Supplier shall provide and Customer shall pay for competitive energy supply ("Electricity Supply"). In addition to the terms and conditions set forth below, additional pricing and other product information is set forth in completed pricing attachment(s), which may be in multiple parts reflecting different service addresses and/or time periods ("Pricing Attachment"), all of which are incorporated herein by reference. Customer hereby authorizes Supplier to be Customer's Electricity Supplier for the Term of this Agreement. Customer also hereby authorizes P4S to establish Supplier's pricing to Customer for the Term of this Agreement.

Now therefore, for good and sufficient consideration the receipt of which is hereby acknowledged, and intending to be legally bound hereby, the Parties hereby agree as follows:

TERM OF AGREEMENT

1. This Agreement shall commence on the Effective Date and shall remain in effect until the meter reading date that encompasses service through December 31, 2019, if Customer is located in the FirstEnergy EDU service territory, or December 31, 2014, if Customer is located in the Duke Energy Ohio EDU service territory, as applicable ("Term"), unless terminated earlier by either Party as expressly permitted by this Agreement. "EDU" means an Electric Distribution Utility as that term is defined in O.R.C. § 4928.01(A)(6).

2. The Electricity Services term (the "Service Term") shall commence on or after June 1, 2011, with the next available meter reading after the local electric utility ("Electric Utility") processes Customer's enrollment information consistent with all regulatory protocols, including without limitation those required by the Electric Utility, and shall continue until the earlier of the meter reading date that encompasses (i) the last day of the Term; (ii) the date this Agreement terminates; or (iii) the date on which the Master Agreement is terminated. This Agreement shall remain in full force and effect throughout the Service Term unless terminated consistent with those events described in Paragraph 3 below.

3. Electricity Supply from Supplier to Customer under this Agreement shall be terminated within thirty (30) days of any of the following events:

3.1 Upon Supplier receiving written notice that Customer terminated service with the Electric Utility at all of its individually services address(es), listed on the Pricing Attachment.

3.2 Upon Supplier receiving written notice from P4S that Customer no longer participates or qualifies for the Affinity Program.

3.3 Customer breaches this Agreement, and Supplier terminates this Agreement.

3.4 Customer terminates this Agreement pursuant to the terms of this Agreement.

3.5 The Master Agreement between Supplier and P4S is terminated by Supplier or P4S.

4. During the Term, if Customer intends to voluntarily terminate service with its Electric Utility at one or more of its individual service address(es), listed on the Pricing Attachment, with the Electric Utility, Customer shall provide Supplier with at least sixty (60) days advance written notice of such termination. As long as notice has been given, such termination of an individual service address will not constitute default. This paragraph does not provide for a termination for convenience nor does it apply to disconnections by the Electric Utility for nonpayment, fraud, or similar reasons.

5. If Supplier and Customer wish to add an individual service address(es) to the Pricing Attachment, Supplier and Customer must execute a mutually agreeable amendment to this Agreement, which may include changes to price, terms, and conditions, and which may be in the form of a new Pricing Attachment.

6. Expiration or termination of this Agreement for any reason shall not relieve either Party of any obligation that arose prior to such expiration or termination, or performance of any obligation under this Agreement that by its terms survives such expiration or termination.

7. The Parties agree that the Electric Utility determines when the Customer will be switched to Supplier for its Electricity Supply, and that such switch will occur in accordance with the Electric Utility's rules and practices regarding the switching of customers to suppliers, and that Supplier has no liability related to the date upon which the Electric Utility determines to switch the Customer. The First Commencement Month set forth on the Pricing Attachment is only an estimate of the expected month when Customer may be switched by the Electric Utility, on its regularly scheduled meter read date, to Supplier for Electricity Supply.

SUPPLIER ELECTRICITY SUPPLY OBLIGATIONS

8. Supplier shall provide for the delivery of Electricity Supply to the Delivery Point, as defined below, and shall be responsible for the transmission and other costs or charges, as described below, imposed on or associated with the delivery of the electricity to the Delivery Point. The delivery point is defined as the electric system interconnection of the Customer's Electric Utility where the Electric Utility takes possession of the electricity from Supplier for delivery to the Customer ("Delivery Point"). Supplier agrees to provide those components of Electricity Supply necessary to satisfy the requirements of the Customer's Electric Utility and/or Independent System Operator/regional transmission entity ("ISO") according to the rules, regulations, and tariffs governing Electricity Supply from an alternative supplier in place on the Effective Date ("Electricity Service"). These components may include electric energy, capacity, transmission service, losses, scheduling, power supply coordination services and ancillary services and such other services or products, including required renewable energy components, that are required for retail firm electric supply to Customer. Changes to such existing requirements, and charges related thereto, are addressed in and subject to the Pricing Attachment and paragraphs 38 and 39, below.

CUSTOMER OBLIGATIONS

9. Customer agrees to purchase Electricity Service for all service addresses listed on the Pricing Attachment(s) at the price listed thereon and chosen by the P4S for the Term in accordance with the terms and conditions of this Agreement. Should Customer install and operate cogeneration or self generate (including generation from a renewable energy source located on or about Customer's property), Customer shall immediately advise Supplier of such load change. If Customer's load usage decreases by thirty percent (30%) or more, as compared to the average load usage over the latest two (2) years, due to installation and operation of cogeneration or self generation (including generation from a renewable energy source located on or about Customer's property), Supplier, at its

option, may adjust Customer's Electric Services pricing and billing accordingly. If Customer objects to such adjustments, Customer may terminate this Agreement with ninety (90) days prior notice.

10. Customer is responsible for all costs and expenses of its electricity usage not covered in paragraph 8 above, including without limitation, any applicable competitive transition charges or similar charges.

11. Customer is responsible for providing Supplier with accurate information, including but not limited to, Customer's account/customer number, data about meter reading, type of meter, service or rate classification, and electric usage prior to pricing the Electricity Services.

12. Customer is responsible for arranging for its supply of electricity upon termination of this Agreement. Upon termination of this Agreement, if Customer has not selected another supplier, Customer will be returned to the Electric Utility's standard offer service.

METERING

13. Metering of Customer's electricity usage shall be performed by the Electric Utility through Electric Utility meters. Billing for Electricity Supply, whether billed by Supplier ("Dual Billing") or the Electric Utility ("Consolidated Billing"), will be based on Electric Utility actual or estimated meter readings (including any Electric Utility adjustments thereto) performed by the Electric Utility in accordance with the Electric Utility retail electric service tariff. Customer hereby consents to Supplier's access to any and all Customer information for purposes of fulfilling its obligations under this Agreement, including, without limitation, metered data, passwords, billing and/or other information necessary for scheduling, forecasting and serving Customer's electrical load and usage.

14. If the Electric Utility requires Customer to install additional metering and/or related equipment at any service address, Customer will be solely responsible for all charges and arrangements required by the Electric Utility.

15. Supplier, at its expense, shall have the right to install and remove special metering at any service address(es) with at least thirty (30) days notice to the Customer at a mutually agreeable time and location. Such metering shall remain the property of Supplier. Supplier, upon termination of this Agreement, will restore the metering site to its pre-existing condition.

BILLING AND PAYMENT

16. The Parties agree that this Agreement is not enforceable without a completed Pricing Attachment(s).

17. For the Term, Customer agrees and specifically authorizes P4S to have the right to determine the pricing option in the Pricing Attachment(s) that is applicable to Customer, and Customer agrees to pay and be bound by the pricing option determined by P4S.

18. Supplier shall notify Customer of the pricing option determined by P4S promptly after such determination has been made pursuant to the Master Agreement.

19. Supplier shall bill or cause Customer to be billed for Electricity Services in accordance with the terms and conditions of this Agreement. Supplier may correct bills due to errors made in the meter reading information or billing process.

20. Under Consolidated Billing, the Customer shall be billed and agrees to pay for Electricity Services in accordance with the Electric Utility's tariff, which includes, without limitation, when payment is due and late payment charges.

21. Under Dual Billing, Supplier will separately bill Customer for Electricity Services after receiving monthly billing determinants from the Electric Utility, subject to any Electric Utility estimates or corrected readings. Invoices are due and payable upon receipt. The final date for payment of the net amount as shown on the invoice is twenty-one (21) days from the invoice date ("Due Date"). Payments not received by Supplier by the Due Date shall

be subject to a late payment charge of 1.5% per month or the maximum amount permitted by law, whichever is less, on the unpaid amount. If requested by Supplier and if Customer is reasonably able, Customer shall utilize Supplier's electronic invoice presentment and payment program to receive invoices and submit payment.

22. In the event any portion of any invoice is in dispute, the Customer shall pay the undisputed amount and Parties in good faith shall attempt to resolve the dispute. If the dispute is not resolved, each Party may pursue any and all remedies available to it. Upon resolution and determination of the correct invoice amount, the proper adjustment shall either be applied to a subsequent invoice or separately paid/refunded within thirty (30) days of the resolution.

23. Under Dual Billing, Supplier shall have the right to estimate usage for purposes of billing provided that a reconciliation between actual and estimated usage occurs within sixty (60) days of the receipt by Supplier of actual billing determinants.

24. Supplier reserves the right to convert Customer from Consolidated Billing to Dual Billing, or from Dual Billing to Consolidated Billing if such a conversion will facilitate more timely billing, collections, and/or payment.

25. Under Dual Billing, a check received in payment of a Customer's account which is returned to Supplier unpaid by the Customer's bank and which cannot be redeposited by Supplier for payment will result in an additional $25 charge or the maximum permitted by law, whichever is less, for the returned check. Such charge will be added to the Customer's account balance.

26. Customer (i) authorizes Supplier to provide P4S and other recipients designated by P4S with periodic reports relating to Customer's electricity usage, charges hereunder and status of this Agreement and (ii) authorizes P4S's and such other recipients' unrestricted use of such information.

CREDITWORTHINESS

27. Supplier may request that Customer provide financial information sufficient for Supplier to complete a credit review prior to providing the services hereunder. If, at any time during the term of this Agreement, Supplier has reasonable concerns about the creditworthiness of Customer, Supplier will provide Customer with written notice of its reasonable concern as to Customer's creditworthiness. Supplier and Customer shall meet within ten (10) business days or as soon as reasonably possible to discuss Customer's creditworthiness. If Supplier is not satisfied regarding Customer's continued ability to perform following such meeting and review, Supplier may require that Customer provide reasonable credit assurance(s), in an amount determined by and a form acceptable to Supplier in a commercially reasonable manner including but not limited to, an escrow account, deposit, letter of credit, or parental guaranty. If such credit assurance(s) is not provided within ten (10) business days of being requested by Supplier, then such failure shall be deemed a default under this Agreement and Supplier may terminate this Agreement without any additional notice.

28. If a deposit or escrow account has been provided, then Supplier shall have the right to apply the deposit amount to an arrearage amount due and owing by the Customer for Electricity Services under this Agreement and all other purposes permitted by law or agreement of the Parties.

29. Supplier shall have no obligation to provide credit support to Customer under this Agreement. Customer acknowledges that Supplier and P4S have agreed upon Supplier's credit support obligations pursuant to the terms of the Master Agreement.

DEFAULT & REMEDIES

30. A Party shall be in "Default" upon:

30.1 Except as set forth in paragraphs 30.2, 30.4 and 30.5, such Party failing to perform any material term or condition of this Agreement, provided that such failure is not cured within thirty (30) days of written notice by the other Party or the minimum period required by law, if longer.

30.2 Failure of Customer to pay undisputed amounts when due for Electricity Services provided that such failure is not cured within ten (10) business days of written notice by Supplier or the minimum period required by law, if longer. The remedy for such nonpayment will require Customer to pay all undisputed amounts due and Supplier may require Customer to provide Supplier with an escrow account, deposit, letter of credit, pre-payment or other guarantee of future payment.

30.3 Customer's failure to deliver credit support as set forth in paragraph 27.

30.4 Except to the extent excused by a Force Majeure Event or due to a Regulatory Event, failure of Supplier to provide Electricity Services or replacement Electricity Supply to the Customer in accordance with the rules of the applicable public utility regulatory commission, as such failure is determined by that agency.

30.5 Either Party or its guarantors voluntarily or involuntarily filing for bankruptcy, becoming bankrupt or being forced into bankruptcy.

30.6 Such Party's guarantor fails to make any payment required or to perform any other material covenant or obligation in any guaranty made in connection with this Agreement and such failure shall not be remedied within three (3) business days after written notice.

30.7 Such Party's guarantor repudiates, disaffirms, disclaims, or rejects, in whole or in part, or challenges the validity of any guaranty.

31. In the event of default by one Party, the other Party may in its sole discretion terminate this Agreement upon written notice to the defaulting Party as soon as such termination is permitted consistent with state and Electric Utility rules, orders, and tariffs.

32. In the event of Default by the Customer and termination of this Agreement by Supplier as to any service address, Customer shall pay Supplier any outstanding accounts payable, costs, and any applicable fees plus the positive difference, if any, of the contract value for the Term of Customer's Electricity Services at the time of execution of the applicable Pricing Attachment, less the market value of said Electricity Services including such difference for the months remaining in the Term as determined at the time of the default using standard industry practices.

33. In the event that Supplier fails to deliver Electricity Services as set forth herein and Supplier's failure is not due to a Force Majeure Event or a Regulatory Event, Supplier shall at its own expense procure replacement Electricity Services, including replacement energy, to meet the needs of Customer without any increase in any rates, charges, or fees to the Customer. IN THE EVENT OF SUPPLIER'S FAILURE TO PERFORM DUE TO A NON-FORCE MAJEURE EVENT AND DUE TO A NON-REGULATORY EVENT, SUPPLIER'S OBLIGATION TO SUPPLY REPLACEMENT ELECTRICITY SERVICES AT THE RATES SET FORTH IN THE PRICING ATTACHMENT DURING THE PERIODS OF NON-DELIVERY THAT MAY OCCUR DURING THE REMAINING TERM OF THIS AGREEMENT BY SUPPLIER SHALL BE THE CUSTOMER'S SOLE REMEDY FOR SUPPLIER FAILURE TO DELIVER ELECTRICITY SERVICES PURSUANT TO THE TERMS OF THIS AGREEMENT. In the event of a default by the Supplier that requires Customer to purchase replacement electricity from another supplier or the Electric Utility, Customer's sole and exclusive remedy shall be direct damages in the amount of the positive difference, if any, between the purchase price ($/kWh) paid by Customer for replacement electricity (assuming that Customer has used commercially reasonable efforts to replace the electricity, which may include returning to the EDU's standard generation service offer) and the price ($/kWh) as set forth on the Pricing Attachment multiplied by the amount of Customer's electricity usage (kWh) for the months of the prior year that correspond to the months remaining in the Term for that service address, or if such prior usage information is unavailable, a mutually agreeable estimate of Customer's expected usage for the remainder of the Term.

DISPUTE RESOLUTION

34. If a dispute between Customer and Supplier arises during the course of this Agreement, the Parties will attempt to resolve the dispute in good faith within thirty (30) days.

FORCE MAJEURE EVENT

35. Neither Party shall be in default in the performance of its obligations under this Agreement, if its failure to perform results directly or indirectly from a Force Majeure Event. Despite its commercially reasonable efforts, if the Party is unable, wholly or in part, to meet its obligations under this Agreement due to a Force Majeure Event, the obligations of each Party, other than the obligation to make payments due for performance rendered hereunder, so far as they are affected by such Force Majeure Event, shall be suspended during such Force Majeure period. The Party claiming excuse due to a Force Majeure event shall exercise commercially reasonable efforts and due diligence to remove the inability to perform as soon as reasonably possible so that the affected period shall be no longer than that necessarily affected by the Force Majeure Event and shall exercise commercially reasonable efforts and due diligence to mitigate the effects of the Force Majeure Event. Nothing contained in this section shall be construed as requiring a Party to settle any strike or labor dispute in which it may be involved.

36. For purposes of this Agreement, a Force Majeure Event shall mean any non-economic cause beyond the reasonable control of the Party affected and shall include, but not be limited to, Acts of God, floods, earthquakes, storms, droughts, fires, pestilence, destructive lightning, hurricanes, washouts, landslides and other natural catastrophes; strikes, lockouts, labor or material shortage, or other industrial disturbances; acts of the public enemies, epidemics, riots, civil disturbances or disobedience, sabotage, wars or blockades; the failure of facilities not owned by Supplier, governmental actions such as necessity to comply with any court order, law, statute, ordinance or regulation promulgated by a governmental authority; or any other reasonably unplanned or non-scheduled occurrence, condition, situation or threat not covered above and not caused by a Party's action or inaction, which renders either Party unable to perform its obligations hereunder, provided such event is beyond the reasonable control of the Party claiming such inability. A change in economic electric power market conditions shall not constitute a Force Majeure Event. Failure or interruptions, including without limitation, government ordered interruptions, on the systems of generation, transmission or distribution relied upon for supplying energy under this Agreement shall constitute a Force Majeure Event provided that Supplier has arranged for service on these systems at a level of firmness as required to provide the Electricity Services agreed upon herein.

37. If either Party is unable to perform any of its obligations under this Agreement due to a Force Majeure Event, then said Party shall notify the other Party in writing as soon as possible, but no later than seventy-two (72) hours after the start of the Force Majeure Event. The written notice shall include a specific description of the cause and expected duration of the Force Majeure Event.

EFFECT OF REGULATORY ACTION

38. If any regional transmission organization or similar entity, Electric Utility, governmental entity or agency, NERC and other industry reliability organization, or court requires a change to the terms of the Agreement, or imposes upon Supplier new or additional charges or requirements, or a change in the method or procedure for determining charges or requirements, relating to the Electricity Services under this Agreement (any of the foregoing, a "Pass-Through Event"), Customer agrees that Supplier may pass through to Customer the additional cost to Supplier of such Pass-Through Event, under the procedure specified in Paragraph 39 below. For purposes of this Paragraph 38, changes include, without limitation, transmission or capacity requirements, new or modified charges or shopping credits, and other changes to retail electric customer access programs. Supplier represents and warrants that, as of the Effective Date of this Agreement, it has no knowledge of a Pass-Through Event that is scheduled to occur during the term of the Pricing Attachment.

39. Supplier shall provide Customer with at least thirty (30) days written notice that a Pass-Through Event has occurred or will occur and the amount of any additional charge related thereto. Customer will be responsible for such charges from the effective date of the Pass-Through Event, and the amount of such charge will be included in Customer's monthly billing beginning with the first meter read after such thirty (30) day notice period.

40. Supplier shall have the right to terminate this Agreement prior to the expiration of the Term if:

40.1 One of the following events occurs:

40.1.1 If Customer is located in the FirstEnergy Ohio EDU Territory, the Electric Security Plan (ESP), Market Rate Offer (MRO) and/or Competitive Bid Process (CBP), or other generation procurement process results in a Price to Compare ("PTC") for the FirstEnergy Corp. EDU that is equal to or less than the comparable annualized generation and transmission rates and riders in effect as of June 1, 2011; or

40.1.2 The Public Utilities Commission of Ohio ("PUCO") approves or implements a phase-in for generation charges of the Electric Utility which affects the PTC or otherwise does not allow the Electric Utility to reflect the full cost to procure generation in the PTC and Supplier, in its discretion, either (i) elects not to finance the impact of that effect or (ii) determines that commercially reasonable rates and terms are not available for such financing.

40.2 A Regulatory Event occurs.

40.2.1 For purposes of this Agreement, a "Regulatory Event" shall include any of the following:

(a) Illegality. If, due to the issuance of an order, or adoption of, or change in, any applicable law, rule, or regulation, or in the interpretation of any applicable law, rule, or regulation, by any judicial, regulatory, administrative or government authority with competent jurisdiction, it becomes unlawful for Supplier to perform any obligation under this Agreement.

(b) Adverse Government Action. If (i) any regulatory agency or court having competent jurisdiction over this Agreement requires a change to the terms of the Agreement that materially adversely affects Supplier; or (ii) any regulatory or court action adversely and materially impacts Supplier's ability to economically perform or otherwise provide Electricity Services pursuant to this Agreement.

(c) New Taxes. If any ad valorem, property, occupation, severance, transmission, distribution, generation, first use, conservation, Btu or energy, transmission, utility, gross receipts, privilege, sales, use, consumption, excise, lease, or transaction taxes or any other governmental charges, licenses, fees or assessments (other than such charges based on net income or net worth), or increases in such charges, or an application of such charges to a new or different class of parties, is levied or enacted on Supplier and effective after the Effective Date of this Agreement.

(d) Other Regulatory Events. Material changes affecting Supplier' electric supplier certification/franchise status or requirements; other material changes or clarifications or federal, state or local government certification, licensing or franchise requirements for electric power suppliers; material changes to existing or material new charges, fees, and/or obligations, including without limitation transmission or capacity requirements or charges, that may be imposed upon Supplier by a regional transmission organization, independent transmission system operator, independent transmission provider, or government agency; material changes to existing or material new charges, fees, costs, credits, emission allowance requirements, permitting requirements and/or obligations associated with environmental or energy law and regulations (including, without limitation, alternative energy requirements, carbon and greenhouse gas, or other similar controls); and other material changes to or requirements of retail electric customer access or aggregation programs in a manner which will not reasonably allow Supplier to perform economically hereunder, and such actions or effects were not known at the time and in effect as of the Effective Date of this Agreement.

40.3 If a termination event occurs under Paragraph 40.1 or 40.2, and Supplier exercises its option to terminate, Supplier shall provide Customer with written notice of its intent (with a copy to P4S) and agrees to negotiate in good faith with Customer, and, if applicable, P4S, in an effort to resolve the issues giving rise to termination. If said issues cannot be resolved within 90 days of issuing written notice, Supplier shall

have the option, but not the obligation, to terminate this Agreement without liability; provided, however, in the event of a termination due to an event under Paragraph 40.2, this Agreement shall terminate only to the extent the event relates to the applicable EDU service territory.

40.4 In the event of an occurrence that gives rise to a right of termination hereunder, Supplier shall exercise commercially reasonable efforts to communicate to the Customer the upcoming possibility of termination.

CONFIDENTIALITY

41. Except as provided for herein, neither Party shall disclose the terms or conditions of this Agreement or any other confidential business information of the other party to any third party (other than the Party's employees, affiliates, lenders, counsel, accountants or advisors who have a need to know such information and have agreed to keep such terms confidential) except in order to comply with any applicable law, regulation, or any exchange, control area or independent system operator rule or in connection with any court or regulatory proceeding. Supplier understands and acknowledges that Customer is subject to the Ohio public records law.

ASSIGNMENT

42. Neither Party shall assign this Agreement or its rights hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld; provided, however, either Party may, without the consent of the other Party (and without relieving itself from liability hereunder): (i) transfer or assign this Agreement to an affiliate of such Party, or (ii) transfer or assign this Agreement to any person or entity succeeding to all or substantially all of the assets. In each such case, any such assignee shall agree in writing to be bound by the terms and conditions hereof and shall provide written notice of the assignment to the other Party prior to or simultaneous with such assignment.

ENTIRE AGREEMENT & AMENDMENTS

43. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, communications, and representations regarding the subject matter hereof. No agent, representative, employee, or officer of either Party has authority to make, or has made, any statement, agreement, or representation, oral or written, in connection with this Agreement, which in any way can be deemed to modify, add to or detract from, or otherwise change or alter its terms and conditions. No negotiations between the Parties, nor any custom or usage, shall be permitted to modify or contradict any of the terms and conditions of this Agreement. Any changes, corrections, modifications or additions to this Agreement shall be in writing and signed by both Parties.

MISCELLANEOUS

44. Supplier may subcontract the performance of its obligations under this Agreement. However, no subcontractor shall relieve Supplier of any of its obligations and/or liabilities under this Agreement. Supplier shall be responsible for all payments and obligations as between Supplier and subcontractors, and Customer shall not be responsible for payments to such subcontractors.

45. Should any term of this Agreement be rendered unlawful by a court of competent jurisdiction or any legislative act, the Parties shall give effect to the balance of the Agreement to the extent commercially possible.

46. Each Party shall comply with all applicable federal, state, and local laws applicable to the fulfillment of its obligations under this Agreement and Supplier shall procure at its expense all licenses and all permits necessary for the fulfillment of its obligations under this Agreement.

47. In addition to the energy charges identified in the Pricing Attachment, Customer agrees to compensate Supplier for all Independent System Operator ("ISO")/ Regional Transmission Organization ("RTO") issued charges Supplier incurs as a result of Customer's participation in any ISO/RTO sponsored load curtailment program.

48. Customer agrees to opt-out of any applicable governmental aggregation program, and authorizes, but does not obligate, Supplier to exercise Customer's opt-out right.

49. 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 law.

50. The Parties acknowledge and agree that the transaction contemplated under this Agreement constitutes a "forward contract" within the meaning of the United States Bankruptcy Code, and the Parties further acknowledge and agree that each Party is a "forward contract merchant" within the meaning of the United States Bankruptcy Code.

SUPPLIER REPRESENTATIONS AND WARRANTIES

51. Supplier is a corporation duly organized and validly existing under the laws of the State of Ohio and duly registered and authorized to do business and in good standing in the states in which it is certified/licensed to provide Electricity Supply in accordance with the applicable rules and regulations of that state.

52. Supplier has all requisite power and authority to execute this Agreement and to carry on business to be conducted by it under this Agreement and to enter into and perform its obligations hereunder and satisfaction of all applicable PUCO requirements, which shall be maintained throughout the life of this Agreement.

53. Supplier warrants title and the right to all Electricity Supply sold hereunder. Title to Electricity Supply provided to Customer by Supplier under this Agreement shall pass at the Delivery Point.

SUPPLIER DOES NOT WARRANT OR GUARANTEE THE UNINTERUPTED DELIVERY OF ELECTRICITY SERVICE TO CUSTOMER. THIS AGREEMENT SHALL BE DEEMED A SERVICES CONTRACT. THE WARRANTIES SET FORTH IN HEREIN ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE.

CUSTOMER REPRESENTATIONS AND WARRANTIES

54. Customer is a duly organized business, governmental entity, or non profit organization under the laws of one of the States of the United States of America and authorized to do business and in good standing in the State in which the Electricity Services are delivered.

55. Customer is a public school and/or public school district (including without limitation, joint vocational schools, county boards of developmentally disabled and educational service centers owned, operated or affiliated with the public school district), excluding colleges and universities, that is a member of any of the entities comprising P4S.

56. Customer is, and will continue to be, a member of at least one of the four entities comprising P4S for the term of the Agreement.

57. Customer is a customer of an EDU within the State of Ohio.

58. Customer has all requisite power and authority to execute this Agreement and to carry on business to be conducted by it under this Agreement and to enter into and perform its obligations hereunder.

59. There are no actions at law, suits in equity, proceedings or claims pending or, to Customer's knowledge, threatened against it that might materially hinder Customer's performance of its obligations hereunder.

LIABILITY AND INDEMNIFICATION

60. Supplier agrees to indemnify, defend and hold harmless Customer from and against all Claims arising from or out of any event, circumstance, act, or incident first occurring or existing prior to the Electricity Services reaching the Delivery Point, except to the extent of the negligence or willful misconduct of the Customer. If and only to the extent permitted by law, Customer agrees to indemnify, defend and hold harmless Supplier from and against all Claims arising from or out of any event, circumstance, act, or incident first occurring or existing after the Electricity Services has been delivered to the Delivery Point, except to the extent of the negligence or willful misconduct of the Supplier. For purposes of this paragraph, "Claims" means all third party claims or actions, losses or liabilities threatened or filed and, whether groundless, false, fraudulent or otherwise, that directly or indirectly relate to the subject matter of this Agreement, and the resulting losses, damages, expenses, attorneys' fees and litigation costs, whether incurred by settlement or otherwise, and whether such claims or actions are threatened or filed prior to or after the termination of this Agreement.

61. IN NO EVENT WILL ANY PARTY BE LIABLE UNDER THIS AGREEMENT TO THE OTHER, TO A PARTICIPATING MEMBER OR TO A THIRD PARTY FOR INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES CONNECTED WITH OR RESULTING FROM PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER SUCH CLAIMS ARE BASED UPON BREACH OF WARRANTY, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE OF ANY DEGREE), STRICT LIABILITY, CONTRACT, OPERATION OF LAW OR OTHERWISE.

62. Supplier assumes no responsibility and has no liability for the operation, maintenance, or performance, or lack thereof, of any transmission or distribution systems used to Supply Customer, or interruptions in or deterioration or termination of Customer's electric service, both before and after the Delivery Point. Customer should contact its Electric Utility in the event of an emergency or outage.

NOTICES

63. All notices required hereunder, with the exception of any notice required on the Pricing Attachment, shall be in writing and shall be delivered electronically via facsimile, website, or email, or personally, by certified mail, return receipt requested, or by overnight carrier as listed on the attached Contact Information Form, which is attached hereto and incorporated herein. Emergency contact information shall also be included on such Form.

INFORMATION DISCLOSURE

64. Customer agrees and hereby expressly consents to the disclosure of its proprietary customer information from the Electric Utility to Supplier and P4S, such information to include, without limitation, Customer account number, electrical load and usage history, meter reading data, rate classification, address, and telephone number. This Customer consent to release of information shall remain in effect for the duration of this Agreement.

IN WITNESS WHEREOF, the Parties hereto intending to be legally bound hereby have caused this Agreement to be executed pursuant to due and legal action authorizing the same to be done commencing on the Effective Date as set forth above.

FIRSTENERGY SOLUTIONS CORP.	**Norton City Schools Board of Education**
By: _____	By: _____
_____ (Please Print Name)	_____ (Please Print Name)
Title: _____	Title: _____
Date: _____	Date: _____