



**Yes,** please enroll my organization in the Electric Program in which FirstEnergy Solutions Corp. (FES) will provide me the special Electric Program price\* on my generation and transmission. Limited time offer – subject to eligibility requirements.



**Electric  
Program  
Enrollment  
Form**

\*Electric Program price for commercial customers on rate code GS1 (202, 204, 206, 214, 224) and GS2 (203, 207, 209, 217, 219) can enroll now for a fixed price of 6.79 cents/kWh for accounts that in aggregate are greater than 400,000 kWh and a fixed price of 7.10 cents/kWh for accounts that in aggregate are less than 400,000 kWh. Commercial customers on rate GS3 (201, 205, 240, 242, 250) can enroll now for a fixed price of 6.25 cents/kWh. Service to begin next available meter read date to the January 2014 meter read date.

I hereby agree to purchase electricity from FES under the agreement and included Terms and Conditions. I understand and agree to those Terms and Conditions and agree to participate in the Electric Choice Program. I acknowledge that I am an authorized representative of the company listed above and I have the authority to make decisions on behalf of the company regarding its electric generation supplier. FES has my permission to obtain my past and current electric usage data.

_____		_____
Electric Account Holder's Name		Title
_____		_____
Electric Account Holder's Signature		Company Name
_____	_____	_____
Date	Phone Number	eMail Address

**Account to be enrolled**

**Please include a copy of your electric bill in order to determine eligibility.**

Service Delivery Identification Number: (17 digits)

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\_\_\_\_\_

Service address

\_\_\_\_\_

City State Zip Rate Code

\_\_\_\_\_

Mailing address

\_\_\_\_\_

City State Zip

<b>CS</b>	_____
Utility Name	Sales Rep/Agent Name

Please fax this form to Volunteer Energy at 614-889-6129.

# Additional Accounts Enrollment Form

Please attach as many as necessary.



## Electric Program Enrollment Form Additional Accounts

Service Delivery Identification Number: (17 digits)

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Service address

City State Zip Rate Code

Mailing address

City State Zip

<b>CS</b> Utility Name
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Service Delivery Identification Number: (17 digits)

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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Service address

City State Zip Rate Code

Mailing address

City State Zip

<b>CS</b> Utility Name
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Service Delivery Identification Number: (17 digits)

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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Service address

City State Zip Rate Code

Mailing address

City State Zip

<b>CS</b> Utility Name
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**FirstEnergy Solutions Corp. – Terms and Conditions**

These Terms and Conditions together with the enrollment information are your agreement for electric generation service with FirstEnergy Solutions Corp. (“FES”). Please keep a copy of this agreement for your records.

FES is certified by the Public Utilities Commission of Ohio (“PUCO”) to offer and supply electric generation services in Ohio and is an affiliate of Ohio Edison, Toledo Edison, and Cleveland Electric Illuminating companies. As a Competitive Retail Electric Service (“CRES”) provider, FES will supply the electric generation to your Electric Distribution Utility (“EDU”) based on your usage. Your EDU then distributes or delivers the electricity to you. FES sets the generation prices and charges that customers pay. The PUCO regulates distribution prices and services.

**DEFINITIONS:**

**Generation Service** – The production of electricity.

**Transmission Service** – Moving high voltage electricity from a generation facility to the distribution lines of an EDU.

**Distribution Service** – Physical delivery of electricity to customers by the EDU.

**RIGHT OF RESCISSION** – **Once you have been enrolled to receive generation service from FES, your EDU will send you a confirmation letter. If you are a small commercial customer with total annual usage below 700,000 kWh, you have a right to rescind your enrollment within seven (7) calendar days following the postmark date of the confirmation letter by following the instructions contained in the letter. The Right of Rescission only applies when a customer switches to a generation supplier and not on renewal enrollments. Your EDU will not send a confirmation notice upon any renewal of this Agreement.**

**TERMS AND CONDITIONS OF SERVICE****1. Eligibility.**

**Commercial:** Small commercial customer accounts with total annual usage below 1 million kWh are eligible for this offer from FES. FES reserves the right to refuse enrollment to any commercial customer with an outstanding electric bill balance.

**2. Basic Service Prices.** During the term of this Contract, you agree to pay FES a fixed price for combined electric Transmission, Generation and Generation Related Charges as specified in the enrollment notification. Fixed Price: For the billing months listed on the enrollment notification, all kilowatt-hour (“kWh”) of electric energy metered by the EDU shall be billed at the rate per kWh specified in the enrollment notification.

In addition to FES’ charges, you will be charged by your EDU for distribution and various other charges.

In addition to the charges described above, if any regional transmission organization or similar entity, EDU, 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 your electric supply under this Agreement (any of the foregoing, a “Pass-Through Event”), which are not otherwise reimbursed to FES, Customer agrees that Supplier may pass through the additional cost to Supplier of such Pass-Through Event, which may be variable, to Customer. Changes may include, without limitation, transmission or capacity requirements, new or modified charges or shopping credits, and other changes to retail electric customer access programs.

**3. Length of Agreement.** Your service from FES will commence with the next available meter reading following the seven (7) day rescission period, if applicable, and after the acceptance of the enrollment request by FES (at its discretion and consistent with Paragraph 7 below), and after processing of the enrollment by your EDU, and will continue for the term as specified in the offer materials from FES, ending on the meter read for the last month of service.**4. Billing.** You will receive a consolidated bill from your EDU for both your FES and EDU charges. FES does not offer budget billing. If you do not pay your bill by the due date, FES may cancel this Agreement after giving you a minimum of fourteen (14) days written notice. Upon cancellation you will be returned to your EDU as a customer. You will remain responsible to pay FES for any electricity used before this Agreement is cancelled as well as any late payment charges. FES reserves the right to convert you from consolidated billing to dual billing if such a conversion will facilitate more timely billing, collections, and/or payment. Further, your failure to pay EDU charges may result in your electric service being disconnected in accordance with the EDU tariff.**5. Penalties, Fees and Exceptions.** Your EDU may charge a switching fee to the customer. If you do not pay the full amount owed to FES by the due date of the bill, FES may charge a 1.5% per month late payment fee.**6. Cancellation/Termination Provisions.** If this agreement is not rescinded during the rescission period, enrollment will be sent to your EDU. You may terminate this Agreement, without penalty, if you move outside the CRES provider’s service area or into an area where the CRES provider charges a different price, by providing FES with a thirty (30) day written notice. If you terminate this Agreement for any other reason, except as expressly provided herein, you will be charged a termination fee according to the following schedule: \$100 for each account less than 100,000 annual kWh, \$400 for each account between 100,000 annual kWh and 400,000 annual kWh, and \$1500 for each account greater than annual 400,000 kWh. Upon termination with FES and

return to standard offer service with your EDU, you may not be served under the same rates, terms, and conditions that apply to other EDU customers.

**7. Customer Consent and Information Release Authorization.** By choosing to accept this offer from FES you understand and agree to the terms and conditions of this Agreement with FES. You authorize FES to obtain information from the EDU that includes, but is not limited to: billing history, payment history, historical and future electricity usage, meter readings, and characteristics of electricity service. FES reserves the right to determine if your credit standing is satisfactory before accepting your enrollment request. This Agreement shall be considered executed by FES following acceptance of your enrollment request by FES, the end of the 7 day rescission period and subsequent acceptance of the enrollment by your EDU.**8. Contract Expiration.** At the end of its term, this Agreement will expire. You are responsible for arranging your electric supply upon the expiration of the Agreement.**9. Dispute Procedures.** Contact FES with any questions concerning the terms of service by phone at 1-888-254-6359 (toll-free) M-F 8AM – 5PM EST or in writing at 341 White Pond Drive, Attn: Contract Administration, Akron, OH 44320. Our web address is [www.firstenergysolutions.com](http://www.firstenergysolutions.com). If your complaint is not resolved after you have called your electric supplier and/or your electric utility, or for general utility information, residential and business customers may contact the Public Utilities Commission of Ohio for assistance at 1-800-686-7826 (toll free) or TTY at 1-800-686-1570 (toll free) from 8:00 am to 5:00 pm weekdays or at [www.PUCO.ohio.gov](http://www.PUCO.ohio.gov).**10. Miscellaneous.** You have the right to request from FES, twice within a 12 month period, up to 24 months of payment history, without charge.

FES is prohibited from disclosing a customer’s social security number and/or account number(s) without the customer’s affirmative written consent except for the FES’ collections and reporting, participating in programs funded by the universal service fund, pursuant to section 4928.54 of the Revised Code, or assigning a customer’s contract to another CRES provider.

FES’ environmental disclosure statement is available for viewing on our website – [www.firstenergysolutions.com](http://www.firstenergysolutions.com). You agree that FES will make the required quarterly updates to the statement electronically on our website. We will also provide the information upon request.

FES may assign its rights to another, including any successor, in accordance with the rules and regulations of the PUCO.

FES assumes no responsibility or liability for the following items that are the responsibility of the EDU: operation and maintenance of the EDU’s electrical system, any interruption of service, termination of service, or deterioration of the EDU’s service. **In the event of a power outage, you should contact your local EDU.**

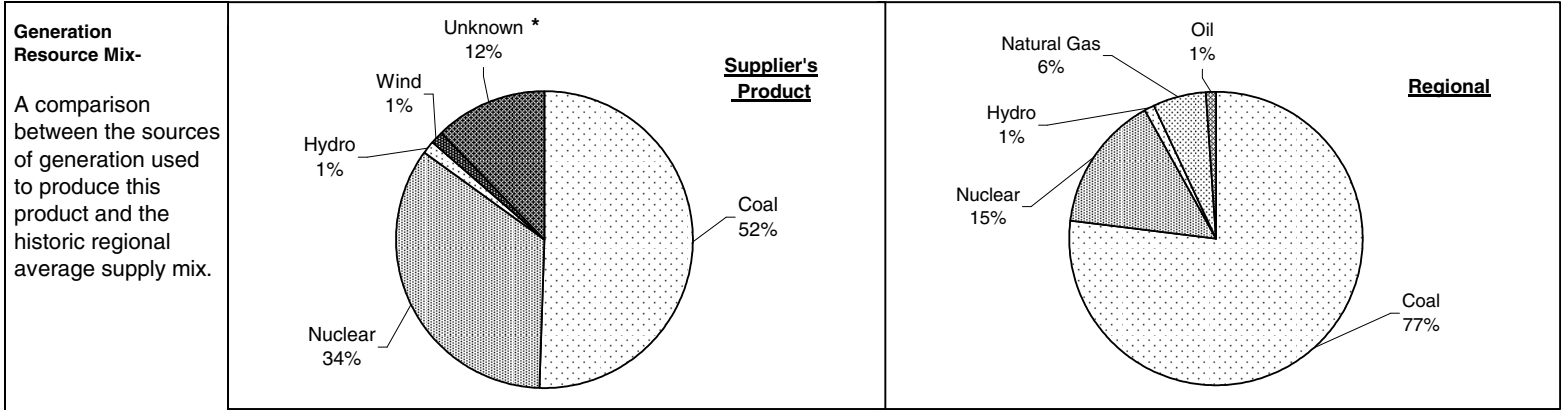
Customer is responsible for providing FES with accurate account information. If said information is incorrect, FES reserves the right to re-price the applicable account(s) or terminate the agreement.

FES reserves the right to return any customer to the EDU if the customer’s rate code or meter type is changed and the account is no longer eligible for this program.

Customer authorizes, but does not obligate FES, to exercise Customer’s government aggregation opt-out rights.

**11. Warranty.** FES warrants title and the right to all electricity sold hereunder. THE WARRANTIES SET FORTH IN THIS PARAGRAPH ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS 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.

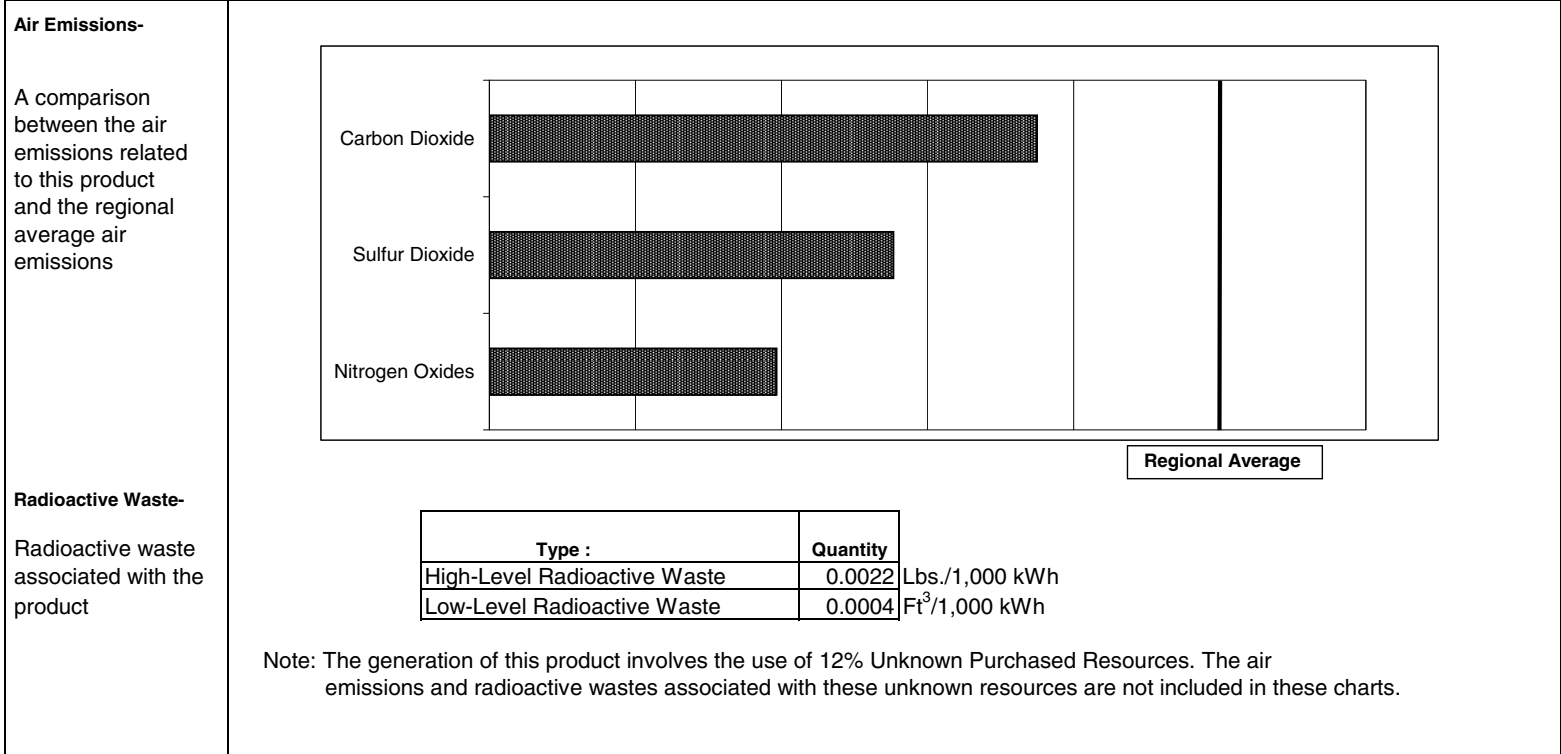
Environmental Disclosure Information  
 FirstEnergy Solutions Corp.  
 Projected Data for the 2010 Calendar Year



\* Includes the purchase of Renewable Energy Credits that FES will make to comply with the OHIO SB 221 Alternative Energy Requirements.

**Environmental Characteristics-**  
 A description of the characteristics associated with each possible generation resource.

Biomass Power	Air Emissions and Solid Waste
Coal Power	Air Emissions and Solid Waste
Hydro Power	Wildlife Impacts
Natural Gas Power	Air Emissions and Solid Waste
Nuclear Power	Radioactive Waste
Oil Power	Air Emissions and Solid Waste
Other Sources	Unknown Impacts
Solar Power	No Significant Impacts
Unknown Purchased Resources	Unknown Impacts
Wind Power	Wildlife Impacts



With in-depth analysis, the environmental characteristics of any form of electric generation will reveal benefits as well as costs. For further information, contact FirstEnergy Solutions Corp. at [www.fes.com](http://www.fes.com) (click on "FirstEnergy Corp." at the bottom of the home page) or by phone at 1-888-254-6359.