

Residential and Small Commercial - Terms and Conditions	
Name	FirstEnergy Solutions Corp. (FES)
Business Address	341 White Pond Dr., B3, Akron, OH 44320
Charges for Service Term	6.58 ¢/kWh
Term of Agreement	Through your February 2020 meter read
Contract Renewal	This Agreement does not automatically renew, see Contract Expiration
Cancellation/Termination Fee	None
Deposit/Prepayment	None
Switching Fees	None
Right of Rescission	Customers may contact FES to rescind the Agreement and the pending enrollment within 10 calendar days after your electric utility (EU) processes the enrollment request. Residential customers may rescind the Agreement and the pending enrollment by contacting either FES or the EU. For more, see "Right of Rescission" paragraph below.
About FES	FES is an independent seller of electric power and energy service certified by the Illinois Commerce Commission ("ICC").
Electric Utility Responsibility	Your EU remains responsible for the delivery of electric power and energy to your premises and will continue to respond to any service calls and emergencies. If you switch electricity suppliers, your EU will provide written notification confirming your switch to a new electricity supplier.
Contact Us	You may contact FES at 1-888-651-5200 (toll-free) M-F 7:00 am to 4:00 pm CST, your EU at 1-800-334-7661 (if ComEd) or at 1-800-755-5000 (if Ameren), or the Commission's Consumer Services Division at 1-800-524-0795 or TTY at 1-800-858-9277.

These Terms and Conditions apply to you because you are enrolling for electric generation service with FirstEnergy Solutions Corp. ("FES") through either (a) affirmative consent or (b) not opting out of your community aggregation program. If you enroll by affirmative consent, these Terms and Conditions and the enrollment information on the website are your agreement ("Agreement"). If you remain in the community aggregation program by not opting out, these Terms and Conditions and your opt-out notification are your Agreement. Please keep a copy of this Agreement for your records.

FES is certified by the Illinois Commerce Commission ("ICC") as an Alternate Retail Electric Supplier ("ARES") to sell competitive retail electric service to customers in the State of Illinois utilizing existing transmission and distribution systems. FES is certified by the ICC to operate as an ARES in the service areas of Ameren Illinois Company and Commonwealth Edison Company. As an ARES, FES will supply the electric generation to your Electric Utility ("EU") based on your usage. Your EU then distributes or delivers the electricity to you. FES sets the generation prices and charges that customers pay. The ICC regulates distribution prices and services. As authorized by 20 ILCS 3855/1-92, FES sells electricity and related services and equipment ("Retail Electric Supply") to corporate authorities of municipalities or boards of county supervisors acting as governmental aggregators of residential and small commercial retail electrical loads located within the municipality or the unincorporated areas of the county.

Definitions: *Generation Service* – Charge for the production of electricity. *Transmission Service* – Charge for moving high voltage electricity from a generation facility to the distribution lines of an electric utility. *Distribution Service* – Basic service for the physical delivery of electricity over a distribution system to customers from the transmission system.

Right of Rescission: If you do not opt-out or you give your affirmative consent and are enrolled to receive generation service from FES, your EU will send you a confirmation letter. You will have the right to rescind your enrollment within ten (10) calendar days following the postmark date of the confirmation letter. To rescind, residential customers may contact either FES or your EU and small commercial customers must contact FES. The Right of Rescission only applies when a customer switches to a generation supplier. Should you choose to opt-out of your governmental aggregator's program, you will continue to receive the applicable tariffed services provided by your EU as required by 220 ILCS 5/16-103 and defined by its rates on file with the ICC pursuant to 220 ILCS 5/Art.IX. ("Tariffed Service") unless you choose an alternate supplier of electricity.

Eligibility. All residential customers and any small commercial retail customers of an EU consuming 15,000 kilowatt-hours or less of electricity annually in the EU's service area are eligible customers for this offer from FES. Applicable residential and small commercial retail customers in an aggregation program shall not include customers of an ARES that is not the chosen supplier of the aggregation program or customers participating in a residential real-time pricing program unless those customers affirmatively choose to join the aggregation program. FES also reserves the right to refuse enrollment to any small commercial retail customer with an outstanding electric bill balance.

Basic Service Prices. During the term of this Agreement, you agree to pay FES for combined electric transmission, generation and generation related charges. You will be billed at the price specified in the opt-out notification. If you are a net metering customer but have not contacted FES to sign a net metering agreement, you will not receive any credit per kilowatt-hour for any net negative usage generated in any given month. In addition to FES' charges, you will be charged by your EU for distribution and various other charges. In addition to the charges described above, if any regional transmission organization or similar entity, EU, 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 Retail 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.

Term of Agreement. As a part of your governmental aggregator's program, your service from FES will commence with the next available meter reading and after processing of the enrollment by your EU and will continue for the term as specified in the opt-out notification, ending on the meter read for the last month of service. The program may be terminated prior to the term as specified in the opt-out notification or enrollment information pursuant to the terms of the master agreement between FES and your governmental aggregator. Should the program be terminated, you will be returned to the applicable Tariffed Service.

Billing. You will receive a consolidated bill from your EU for both your FES and EU charges. 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 EU 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 pursuant to the terms of the master agreement between FES and your governmental aggregator. Further, your failure to pay EU charges may result in your electric service being disconnected in accordance with your EUs tariffs.

Penalties, Fees and Exceptions. Your EU 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.

Cancellation/Termination Provisions. If this Agreement is not rescinded during the rescission period, then enrollment will be complete. FES may terminate this Agreement at any time pursuant to the master agreement between FES and your governmental aggregator. You may terminate this Agreement, without penalty, if you move out of the EU service territory, if you move into an area where FES charges a different price, or if the table above expressly states no Cancellation/Termination Fee will be charged. There may be a Cancellation/Termination Fee, indicated above, if you terminate this Agreement for any other reason. Upon termination, if you do not choose another ARES provider you will return to the applicable Tariffed Services provided by your EU.

Customer Consent and Information Release Authorization. By choosing not to opt-out of your community's program or to affirmatively join it, you understand and agree to the terms and conditions of this Agreement with FES and wish to change from your current generation service provider to FES. You authorize FES to obtain information from the EU 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.

Contract Expiration. At the end of its term, this Agreement will expire. During the term of this Agreement, FES and your governmental aggregator may extend the term for additional periods of time up to three (3) years for each extension pursuant to the terms of the master agreement between FES and your governmental aggregator. If this Agreement is extended by your governmental aggregator, you may still withdraw from the governmental aggregation program at any time without incurring any early termination fees. If you withdraw from the governmental aggregation program or if the Agreement expires, you are responsible for arranging your electric supply either through an aggregation program, another ARES or by returning to your EU.

Dispute Procedures. You may contact FES with any questions concerning the terms of service by phone at 1-888-651-5200 (toll-free) M-F 7:00 am to 4:00 pm CST or in writing at 341 White Pond Drive, B3, Attn: Contract Administration, Akron, OH 44320. Our web address is www.fes.com. If your complaint is not resolved after you have called FES and/or your EU, or for general utility information, you may contact the Consumer Services Division of the ICC for assistance at between 8:30 am and 5:00 pm CST, Monday through Friday by calling 1-800-524-0795 or TTY at 1-800-858-9277 or visit www.icc.illinois.gov or www.pluginillinois.org.

Miscellaneous. You may 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 without the customer's affirmative written consent except as permitted or required by 220 ILCS 5/5-110, 815 ILCS 505/2RR or other applicable law. FES is prohibited from disclosing a customer's billing, usage or load data except as permitted by 20 ILCS 3855/1-92, 220 ILCS 5/16-122 or other applicable law. FES' environmental disclosure statement is available for viewing on our website – www.fes.com. FES will provide quarterly updates to the statement as a separate billing insert as required under Section 16-127 of the Electric Service Customer Choice and Rate Relief Law of 1997 and the rules of the Illinois Commerce Commission, 83 Ill. Adm. Code 421. FES may assign its rights to another party, including any successor, in accordance with the rules and regulations of the ICC. FES assumes no responsibility or liability for the following items that are the responsibility of the EU: operation and maintenance of the EU's electrical system, any interruption of service, termination of service, or deterioration of the EU's service.

In the event of a power outage, you should contact your local EU. 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 EU if the customer's rate code or meter type is changed and the account is no longer eligible for this program.

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.