

## RD ENERGY, INC. FIRSTENERGY SOLUTIONS ELECTRIC PROGRAM ENROLLMENT FORM



**Yes**, please enroll my organization in the Electric Program in which FirstEnergy Solutions Corp. (FES) will provide me the special Electric Program discount\* on my generation and transmission. Limited time offer — subject to eligibility requirements. Please complete and fax this form to 1-740-205-1335.

Electric Program discount for customers on Commercial Rate Code GS: A discount of 5.75% off your Price To Compare through May 2011. For Residential customers on Rate Code RS the RD Energy Electric Program Discount will be 5% off your Price to Compare for the remainder of 2010. Service to begin as soon as possible.

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 & current electric usage data.

\_\_\_\_\_  
Electric Account Holder's Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Electric Account Holder's Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Phone Number

### **ACCOUNTS TO BE ENROLLED:**

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

**Customer Number: (20 digit Customer Number is located on page 3 of utility bill.)**

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**Meter Number (up to 10 digits)**

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| Service Location Street Address | City | State | Zip Code | Rate Code | Utility Name* |
|---------------------------------|------|-------|----------|-----------|---------------|
|                                 |      | OH    |          |           |               |

\* **Utility Name** (i.e. Ohio Edison (OE), Toledo Edison (TE), The Illuminating Company (CEI))

**Please fax this form to RD Energy at 1-740-205-1335-  
or email to [dbragg@rd-energy.com](mailto:dbragg@rd-energy.com)**

# ADDITIONAL ACCOUNTS ENROLLMENT FORM

Please attach as many as necessary

**Customer Number: (20 digit Customer Number is located on page 3 of utility bill.)**

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or email to [dbragg@rd-energy.com](mailto:dbragg@rd-energy.com)

**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 Utility Commission of Ohio (“PUCO”) to offer and supply electric generation services in Ohio. 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 the customers pay. The PUCO regulates distribution prices and services. The Federal Energy Regulatory Commission regulates transmission 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 Electric Distribution Utility (“EDU”).

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

**RIGHT OF RESCISSION** – Once you have been enrolled to receive generation service from FES, your EDU will send you a confirmation letter. You will have the 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 a peak demand below 199 KW are eligible for this offer from FES. FES reserves the right to refuse enrollment to any commercial customer with an outstanding balance.

**Residential:** Residential account(s) that are not (1) enrolled in the Percentage of Income Plan Program (PIPP) or (2) currently taking service from the EDU on a residential heating schedule are eligible for this offer from FES. FES reserves the right to refuse enrollment to any residential customer with an outstanding balance.

**2. Basic Service Prices.** During the term of this Contract, you agree to pay FES for a total combined Transmission, Generation, and Generation Related Charges. You will be billed at a percentage off your EDU Price to Compare per KWh per billing month, or a combination of fixed price and a percentage off your EDU Price to Compare per KWh per billing month depending on the offer you accepted as specified in the enrollment notification. Your Price to Compare consists of bypassable transmission, generation and transmission and generation related components, which are charges associated with the costs of purchased power and the cost to deliver the power through the transmission system. These are the charges that you would avoid for that billing period when you switch to FES.

In addition to FES’ charges, you will be charged by your EDU for distribution and various other charges. FES reserves the right to unilaterally modify this billing format in the event the EDU is unable or unwilling to provide consolidated billing in this format or changes the calculation of the Price to Compare.

In addition to the charges described above, FES will charge you for any and all fees, costs, and obligations imposed by a Regional Transmission Organization (“RTO”), such as the Midwest ISO or successor organizations, that are not otherwise reimbursed by the Electric Utility to Supplier, regardless of whether such charges are greater than, less than, or equal to the charges Customer currently pays for these services to the Electric Utility (“Midwest ISO/Transmission and Ancillary Charges”). FES will pass these Midwest ISO/Transmission and Ancillary Charges, which may be variable, through to you and you will receive no discount or percent-off of these Midwest ISO/Transmission and Ancillary Charges.

**3. Length of Agreement.** Your service from FES will commence with the next available meter reading following the seven (7) day rescission period, 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 unless renewed as described in paragraph 8 below.**4. Billing.** You will continue to receive a single bill from your EDU that will contain both your EDU and FES 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. 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 switching fees to the customer. If you do not pay the full amount owed 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 out of the EDU service territory or into an

area where FES will charge a different price, by providing FES with a thirty (30) day written notice.

**Residential:** *There will be a \$25 charge to you upon termination of this Agreement for any reason, except as expressly provided herein.*

**Commercial:** *There will be a \$75 charge upon termination of this Agreement for this reason or for any other reason, except as expressly provided herein.*

**All Customers:** If you switch back to your EDU, you may or may not be served under the same rates, terms, and conditions that apply to other customers served by the EDU.

**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 sole 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 / Automatic Renewal.**

**Residential:** *At the end of its term, this Agreement will expire, or at Supplier’s option, automatically renew for a term equal to its initial term unless the Customer affirmatively cancels the Agreement. During the 90 days prior to the expiration of this Agreement with FES or if FES proposes to change its terms of service, you will receive two notifications from FES in the 35 to 90 days that precede either the expiration date or the effective date of the proposed changes, the first of which must be in writing. In these advance notifications FES will explain your options, which may include renewing the agreement, the specified rate, proposed changes if any, and what actions you must take to cancel the Agreement.* You are responsible for arranging your electric supply upon the expiration of the Agreement.

**Commercial:** 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 for 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). Residential customers may also contact the Ohio Consumers’ Counsel (OCC) for assistance with complaints and utility issues at 1-877-742-5622 (toll free) from 8:00 am to 5:00 pm weekdays or at [www.pickocc.org](http://www.pickocc.org).**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 consent except for the FES’ own 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 reprice the applicable account(s) or terminate the agreement.

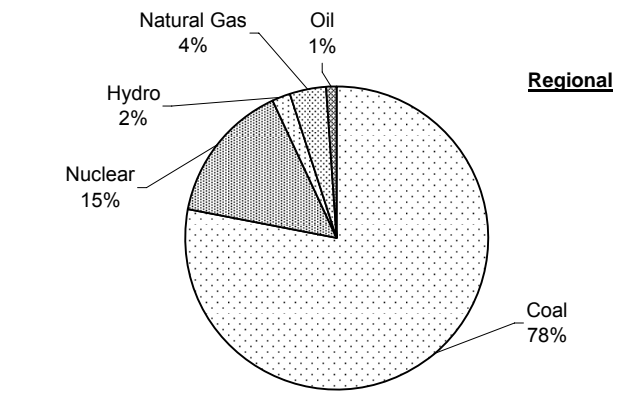
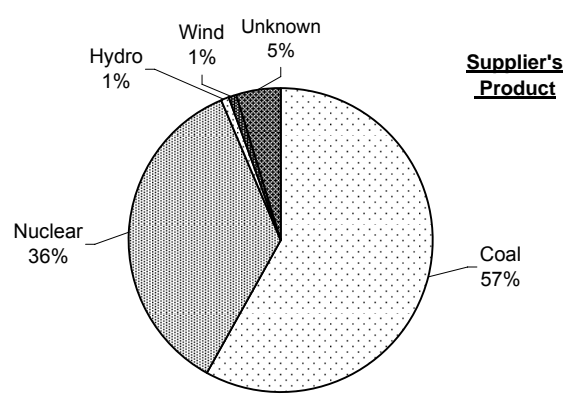
FES reserves the right to return any customer to the EDU if the customer’s rate code is changed and the account is no longer eligible for this program.

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 2009 Calendar Year

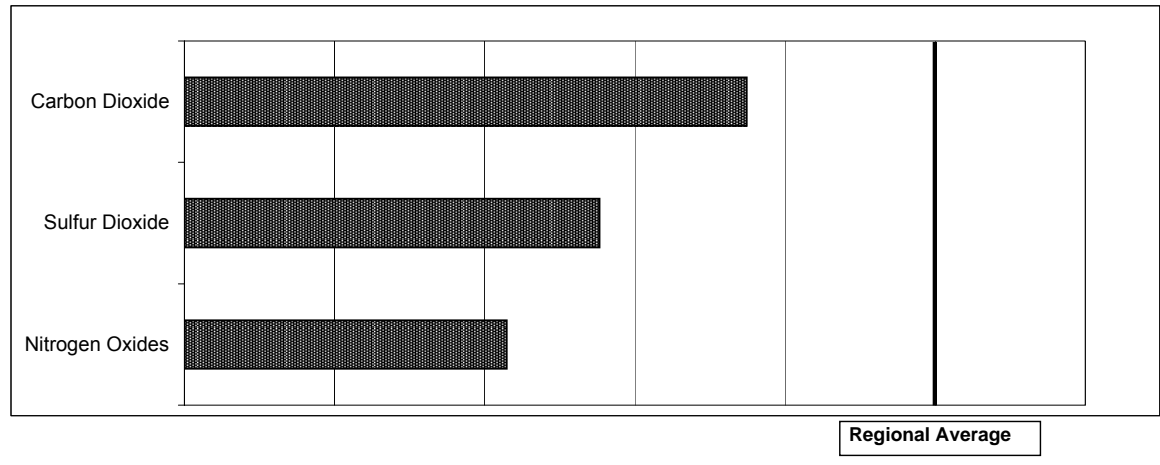
**Generation Resource Mix-**  
 A comparison between the sources of generation used to produce this product and the historic regional average supply mix.



**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              |

**Air Emissions-**  
 A comparison between the air emissions related to this product and the regional average air emissions.



**Radioactive Waste-**  
 Radioactive waste associated with the product.

| Type :                       | Quantity | Unit                       |
|------------------------------|----------|----------------------------|
| High-Level Radioactive Waste | 0.0032   | Lbs./1,000 kWh             |
| Low-Level Radioactive Waste  | 0.0003   | Ft <sup>3</sup> /1,000 kWh |

Note: The generation of this product involves the use of 5% Unknown Purchased Resources. The air emissions and radioactive wastes associated with these unknown resources are not included in these charts.