

RENEWABLE ENERGY CERTIFICATE PURCHASE AND SALE AGREEMENT

THIS AGREEMENT (hereinafter referred to as the "Agreement"), dated as of _____ 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") and _____, with a place of business at _____ (hereinafter referred to as "Seller"), and is effective on the date it is executed by the latter of Seller and Buyer.

The Buyer subsidiary and/or affiliate company(s) shall be identified herein or over the course of the contract period, as appropriate. If more than one company is identified as the Buyer, the liability of each company named shall be several and not joint and shall be limited to such company's interest as identified therein.

TABLE OF CONTENTS

Article 1	Term of Agreement	page 2
Article 2	Definitions	page 2
Article 3	REC Provisions	page 3
Article 4	Billing and Payment	page 5
Article 5	Events of Default	page 5
Article 6	Remedies	page 6
Article 7	Termination	page 7
Article 8	Indemnification and Limitation of Liability	page 7
Article 9	Relationship of the Parties	page 7
Article 10	Taxes	page 8
Article 11	Notices	page 8
Article 12	Publicity and Disclosure	page 8
Article 13	Miscellaneous	page 8
Exhibit A-1	REC Type I Provision Details	page 12
Exhibit A-2	REC Type II Provision Details	page 13
Exhibit B-1	Attestation From Type I or Type II REC Seller	page 14
Exhibit B-2	Attestation From REC Originator of Type I or Type II RECs	page 16

RECITALS

Whereas, Seller has the marketing rights to the Environmental Attributes to certain Renewable Resources (the "Projects");

Whereas, the Projects also represent and create certain characteristics that arise from the generation of electricity using a renewable energy source, referred to herein as Renewable Energy Certificates or RECs;

Whereas, Seller wishes to sell RECs created by the Projects and Buyer wishes to buy such RECs from Seller.

NOW, THEREFORE, in consideration of the above recitals and the mutual promises of the parties set forth below, the Parties hereto and intending to be legally bound hereby, agree as follows:

Article 1: Term of Agreement. The term of this Agreement shall commence on December 1, 2007 and shall remain in effect through February 15, 2009.

Article 2: 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.

"Agreement" means all provisions, exhibits incorporated as part of this Agreement, and documents incorporated by reference.

"Attestation Form" means a binding declaration by the Seller, which substantiates the accuracy of the RECs with regard to identifying them as Type I or Type II, the generator name, when the generator used to create the RECs began operation, the location of the generator used to create the RECs, resource and fuel type used to generate the electricity that produced the RECs, quantity of RECs generated, and when the RECs were generated, see Exhibits B-1 and B-2 for additional information. The Seller is also responsible for obtaining and providing attestation from the REC Originator, see Exhibit B-2.

"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 Resource.

"Renewable Energy Certificate" or "REC" means all rights, title and interest in and to the Environmental Attributes associated with the electricity generated from a Renewable 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 Resources.

"REC Originator" means the party responsible for representing the generating resource that produced the REC. In some but not all cases, this party may be the same as the Seller.

“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, ownership of the Environmental Attributes associated with the REC.

“Party” or “Parties” means Buyer and Seller, individually or collectively, as applicable
“Renewable Resource” an electric power generator producing electric power from sources that meet the requirements for Type I and Type II RECs, described further in definitions below.

“Retire” or “Retirement” - means the RECs purchased by Buyer from Seller shall upon purchase be immediately and permanently removed from all applicable REC 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 what-so-ever.

“Type I RECS” means RECs originating from the following electric generating resources, brought into service on or after January 1, 1997: Wind, Solar Photovoltaic, Biomass Co-Firing of Agricultural crops and all energy crops, Hydro (as certified by the Low Impact Hydro Institute), Incremental Improvements in Large Scale Hydro, Coal Mine Methane, Landfill Gas, Biogas Digesters, Biomass Co-Firing of All Woody Waste including mill residue, but excluding painted or treated lumber. Type I RECs shall have been generated between the period of July 1, 2007 through December 31, 2008.

“Type II RECs” means RECs of this type may come from any of the following resources: Wind, Solar Photovoltaic, Biomass Co-firing of Agricultural crops, Hydro (as certified by the Low Impact Hydro Institute), Incremental Improvements in Large Scale Hydro, Pumped Hydro, Compressed Air, Coal Mine Methane, Landfill Gas, and Biogas Digesters, co-Firing all Woody Waste including mill residue but excluding painted or treated lumber, Solar thermal, Geothermal, Fuel cells, and Waste Coal.

Article 3: REC Provisions

Seller agrees to sell and Buyer agrees to purchase all of Seller's right, title and interest in and to the RECs to be provided at the prices and types as set forth in Exhibits A-1 and A-2, and at the times and in the quantities as described in paragraphs (b) and (c) of this Article. In selling the RECs to Buyer, Seller hereby represents and warrants that it sells to Buyer all present and future right, title and interest of Seller in and to the Environmental Attributes as set forth in Exhibits A-1 and A-2 to the extent (i) Seller will have such right, title, and interest in and to such RECs under applicable law, and (ii) such sale to Buyer is not in violation of any applicable law at the time of such sale. Seller represents and warrants that it has exclusive rights to the full and good title and interest in and to the RECs being sold to the Buyer hereunder and will Retire the same on behalf of the Buyer on the dates provided in this Agreement. Notwithstanding whether such RECs are transferable to Seller under any applicable law, Seller covenants that it has not and will not transfer any portion of the right, title and interest in and to the RECs to any other person. Seller shall take such action as may be necessary to Retire and evidence the Retirement of RECs to Buyer.

- (a) REC Contract Price. Buyer agrees to buy and Seller agrees to sell RECs at a price in US dollars per MWh as set forth in Exhibits A-1 and/or A-2, as applicable.
- (b) REC Quantity. Seller will provide to Buyer RECs up to the quantity as set forth in Exhibits A-1 and/or A-2, as applicable. Buyer reserves the right to purchase any lot quantities in whole or in part, during each end-of-quarter notification period. The balance remaining from any lots used in part will be available for purchase in any subsequent end-of-quarter notification period during the term of this agreement.
- (c) Timing of Notification of REC Purchases and Retirements. Buyer will notify the Seller by the fifth business day following the end of the calendar quarter, beginning with first quarter of 2008, of the quantities of RECs required, and within five (5) business days of the notification, the Seller will cause this quantity to be Retired on behalf of the Buyer. For RECs generated after the date of notification which are intended to fulfill a lot number bid specified by the Buyer; the Seller shall have no later than five business days following the end of the quarter in which RECs were generated, to Retire such RECs, but in no case shall RECs be Retired later than January 9, 2009.
- (d) Monetary Value of This Transaction. Over the term of this Agreement Buyer may purchase quantities of RECs from Seller. Buyer agrees to pay Seller a price per REC times number of RECs the Buyers wishes to purchase. Buyer is not obligated to purchase any quantity of RECs from Seller over the term of this Agreement. Buyer may choose to purchase a lot in part or in whole. The maximum monetary value of this transaction is as set forth in Exhibits A-1 and/or A-2, as applicable.
- (e) Sourcing. Unless otherwise noted and mutually agreed to by both Parties in writing, Seller will make available for Retirement on Buyer's behalf the RECs generated as set forth in Exhibits A-1 and/or A-2, for Type I and/or Type II RECs as defined in this agreement. **For Type II RECs, Seller is obligated to provide from resources as specified in Exhibit A-2.**
- (f) Green-e Certification. Green-e certification is not required.
- (g) Reporting. At each end-of-quarter, beginning with first quarter of 2008, within five (5) days of retiring RECs on Buyer's behalf, Seller shall be obligated to complete and provide to Buyer an Attestation (reference Exhibits B-1 and B-2), designating the quantity and date of RECs created and retired, the location and name of the generator(s) used to create the RECs; and the date the generator(s) used to create the RECs began operation, and any other additional required information as shown on these Exhibits. For Type II RECs, Seller is responsible for attesting that RECs are provided from resource types as specified in Exhibit A-2. Seller is responsible for procuring the completed portion of the attestation that applies to the REC Originator (Exhibit B-2). Seller to include one Exhibit B-2 form for each REC Originator.
- (h) Additional Services. If requested by Buyer, Seller will provide to Buyer within 30 days of Buyer's request the following services at no additional cost.
- i. Representation of the REC purchase in the form of a certificate.
 - ii. Data on the environmental impact of the Buyer's purchase

- iii. Documentation as required for Buyer to fulfill any applicable reporting needs, provided that Buyer notifies Seller 30 days in advance of any such reporting obligations.

Article 4: Billing and Terms of Payment

- (a) Billing. At approximately each end-of-quarter, beginning on March 31, 2008, upon Retirement of specified quantities of RECs, and upon Buyer receiving Attestation Forms; Seller will provide invoice to Buyer based upon which Type and which lot the Buyer wishes to purchase, in part or in whole, (as identified in Exhibits A-1 and/or A-2), for a total of four (4) invoices for the term of this agreement.
- (b) Terms of Payment. The terms of payment shall be net five (5) days after the date Buyer receives a properly prepared and accurate invoice sent to the Buyer's address shown on the applicable purchase order document which shall include at a minimum:
 - i. the Buyer's Purchase Order number and, if applicable, release number;
 - ii. Seller's complete name and remit to address;
 - iii. "bill to" stating applicable Buyer entity set forth on the Purchase Order;
 - iv. Material purchased;
 - v. Price and billing units consistent with Exhibits A-1 and A-2 of this Agreement;
 - vi. quantity;
 - vii. Seller's invoice number;
 - viii. invoice date;
 - ix. total monetary amount;
 - x. terms of payment, including any applicable discount calculations;
 - xi. tax amount/rate information; and

Payment by check shall be considered made when post-marked by the U.S. Postal Service. Payment by Electronic Funds Transfer (EFT) shall be considered made per terms of the EFT agreement, if any, in effect between the Parties.

Invoice shall be sent to:

Address: FirstEnergy Service Company
Regulated Commodity Sourcing
Attention: Christopher Wehr
2800 Pottsville Pike
Reading, PA 19605

Article 5: Events of Default

- (a) Events of Default. "Event of Default" shall mean, with respect to a Party (the "Affected Party"):
 - (i) the failure by the Affected Party to make, when due, any payment required under this Agreement if such failure is not remedied within five business days after written notice of such failure is given to the Affected Party; or

- (ii) 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 Article 3(e) above; or
- (iii) 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
- (iv) The Affected Party shall:
 - (a) make an assignment or any general arrangement for the benefit of creditors,
 - (b) 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) days,
 - (c) otherwise become bankrupt or insolvent (however evidenced), or
 - (d) be unable to pay its debts as they fall due.

Article 6: Remedies

- (a) 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 Article 7, (ii) withhold any payments due in respect of this Agreement to the extent of its damages pursuant to Article 8(b) and (iii) exercise such other remedies as may be available at law or in equity or as otherwise provided in this Agreement.
- (b) 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 Contract Price, as set forth in Article 3(a), for any RECs Retired on behalf of Buyer for which Seller has not been paid, if any.
- (c) 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 an amount 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 Purchase Price Buyer would have had to pay Seller for the same number of RECs. The market price shall be determined based upon the average of prices quoted by three independent third party brokerage services reasonably selected by Buyer.

- (d) No Penalty. Both Parties hereby stipulate that the payment obligations set forth above are reasonable in light of the anticipated harm and the difficulty of estimation or calculation of actual damages, and each Party hereby waives the right to contest such payments as an unreasonable penalty.

Article 7: Termination

If an Event of Default occurs with respect to either Party at any time during the term of this Agreement, the non-defaulting Party has the right, but not the obligation, to terminate this agreement upon five (5) business days' written notice to the Affected Party. Upon the occurrence of any Event of Default listed in clause (iv) of the definition of "Event of Default" above as it may apply to any Party, the non-defaulting Party shall have the right to terminate this Agreement immediately. Termination notwithstanding, any remedies owed under this Agreement shall remain in effect and shall be immediately due and payable.

Article 8: Indemnification and Limitation of Liability

- (a) 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 the 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 or (d) damage to the environment.

- (b) 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 9: 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. Except as specifically provided herein, each

Party shall continue to have the right to contract independent of the other Party with individuals and entities. Each Party shall be responsible for its own operating expenses and personnel expenses.

Article 10: 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 11: 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:	If to Seller:
Address: FirstEnergy Service Company Regulated Commodity Sourcing	Address:
Attention: Christopher Wehr 2800 Pottsville Pike, Reading PA 19605	Attention:
Phone: 610 921-6721	Phone:
Fax: 330 315-9232	Fax:

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

Article 12: Publicity and Disclosure

Seller shall not disclose the details of the Agreement or related transaction(s) without securing prior written approval from Buyer. In addition, Seller shall not use the name, tradename, 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 13: Miscellaneous

(a) 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;

- (b) 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 LAW.
- (c) Entire Agreement. This Agreement constitutes the entire agreement between the Parties relating to the subject matter hereof and supercedes all prior agreements, understandings, negotiations, whether oral or written, of the Parties.
- (d) 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.
- (e) 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.
- (f) 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 venturer 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.
- (g) 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 agrees 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 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.

(g) 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.

(h) Additional Provisions. None.

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:

("Buyer")

By:
(Signature)

(Name typed or printed)

Title:

Date:

**EXHIBIT A-1:
Type I REC Provision Details¹**

It is important to note that each lot is **completely independent** of one another.

Lot Number	Type I or Type II	REC Quantity (1 REC = 1 MWh) (Q)	REC Bid Price (\$/MWh) (P)	Lot Bid Value (Q) x (P)
1	Type I			\$ -
2	Type I			\$ -
3	Type I			\$ -
4	Type I			\$ -
5	Type I			\$ -
6	Type I			\$ -
7	Type I			\$ -
8	Type I			\$ -
9	Type I			\$ -
10	Type I			\$ -
Total	Type I			

¹ See Article 2 for Definition of Type I REC.

**EXHIBIT A-2:
Type II REC Provision Details²**

It is important to note that each lot is **completely independent** of one another.

Lot Number	Type I or Type II	Resource Type	REC Quantity (1 REC = 1 MWh) (Q)	REC Bid Price (\$/MWh) (P)	Lot Bid Value (Q) x (P)
1	Type II				\$ -
2	Type II				\$ -
3	Type II				\$ -
4	Type II				\$ -
5	Type II				\$ -
6	Type II				\$ -
7	Type II				\$ -
8	Type II				\$ -
9	Type II				\$ -
10	Type II				\$ -
Total	Type II				\$ -

² See Article 2 for Definition of Type II RECs.

EXHIBIT B-1 ATTESTATION FROM TYPE I OR II REC SELLER

I, (print name and title) _____, declare under penalty

of perjury, on behalf of (name of REC provider) _____, that

- 1) all the RECs sold were generated by eligible renewable energy generators for Type I or Type II, as applicable.
- 2) all the renewable attributes, including any emissions reduction credits or emissions allowances applicable to Type I or Type II RECs, were Retired; and
- 3) the renewable attributes represented by the REC sales were not sold, marketed or otherwise claimed by a third party.

Exhibit A-1 or A-2 *	Type I Or Type II	Lot Number*	REC Originator	REC Block**	Resource Type ***	Quantity of RECS (1 REC = 1 MWh)	Date of Retirement

*Reference Exhibit A-1 (for Type I) or Exhibit A-2 (for Type II), included in "Renewable Energy Certificate Purchase and Sale Agreement, Dated _____, between FirstEnergy Service Company as agent for The Cleveland Electric Illuminating Company, The Toledo Edison Company and Ohio Edison Company and _____.

**Reference REC Block, as identified in "Attestation from REC Originator of TYPE I or Type II REC", included as second part of this attestation form, Exhibit B-2.

*** For Type II RECs, Resource Type here must match Resource Type listed on Exhibit A-2, for lot number identified; and must match Resource Type identified in Exhibit B-2 for corresponding REC Block.

I further declare that the RECs were sold once and only once, and that the electrical energy that was generated with the RECs claimed was not sold, marketed or otherwise represented as renewable energy and was not used to meet any federal, state or local renewable energy requirement, renewable energy procurement, renewable portfolio standard, or other renewable energy mandate. As an authorized agent of the aforementioned Company, I have authority to submit this report on the company's behalf.

Signature

Date

Place of Execution

EXHIBIT B-2 ATTESTATION FROM REC ORIGINATOR OF TYPE I OR TYPE II REC

I, (print name and title) _____, declare under penalty of perjury, that the (indicate) ___ renewable megawatt hours/ ___ renewable attributes listed below were sold exclusively to (name of REC provider) _____. Further, I declare that 1) all the renewable electricity generation listed below were transferred to the REC provider above, 2) to the best of my knowledge, the renewable attributes, including any emissions reduction credits or emissions allowances applicable to Type I, represented by renewable attributes were not sold, marketed or otherwise claimed by a third party; 3) the renewable attributes were sold once and only once; 4) the electrical energy that was generated with the attributes was not used on-site for generation; and 5) the electrical energy that was generated with the attributes was not separately sold, marketed or otherwise represented as renewable energy and was not used to meet any federal, state or local renewable energy requirement, renewable energy procurement, renewable portfolio standard, or other renewable energy mandate.

Further, I declare that the facilities that generated all of the (indicate) ___ renewable megawatt hours/ ___ renewable attributes sold to (name of REC supplier) are listed below by fuel type and/or resource type

REC Block	Generator Name	Generator ID Number	Resource Type	Fuel Type (if biomass, indicate fuel)	Quantity RECs Sold 1 REC = 1 MWh	Date RECs Were Generated	First Date of Generator Operation (mm/yy)*
A							
B							
C							
D							
E							
F							
G							

* For facilities which have added new renewable capacity, please indicate the amount and operational date of the new capacity and the existing capacity.

**EXHIBIT B-2
ATTESTATION FROM REC ORIGINATOR
OF TYPE I OR TYPE II REC**

The following is required for each Renewable Resource providing RECs:

Name of Renewable Facility ("Facility")

Company or Person that Owns Facility ("REC Originator")

Address of Facility:

Contact Person: _____

Title: _____

Telephone: _____

Email Address: _____