

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement ("**Agreement**") is dated as of March 9, 2018 (the "**Execution Date**"), by and among [REDACTED] Power Company, an Ohio corporation ("**Bay Shore**"), FirstEnergy Generation, LLC, an Ohio limited liability company ("**FEG**", and together with Bay Shore, the "**Sellers**" and each individually, a "**Seller**"), and [REDACTED] Energy, LLC, a Delaware limited liability company ("**Buyer**," and together with Sellers, the "**Parties**").

RECITALS:

A. FEG owns the Bay Shore Facilities (as defined below), except for the circulating fluidized bed boiler ("**CFB Boiler**") which is owned by Bay Shore, and the Bay Shore Retired Assets (as defined below).

B. Bay Shore owns the CFB Boiler and is (or, with respect to the Pet Coke Supply Agreement, will be as of the Closing) party to four (4) significant commercial contracts in connection with the operation of the Generating Facility (as defined below), all of which will be assigned to and assumed by Buyer pursuant to this Agreement (the "**Facility Contracts**"). The Facility Contracts are comprised of: (1) the Pet Coke Supply Agreement, (2) the Steam Supply, Facilities, and PetCoke Handling Agreement, (3) the Ash Disposal Agreement, and (4) the Post Commercial PetCoke Disposal Agreement (each as defined below).

C. Simultaneously with the execution of this Agreement, ArcLight Energy Partners Fund VI, L.P., a Delaware limited partnership, has provided to Sellers a guaranty in the amount of Three Million Eight Hundred and Seventy Thousand Dollars (\$3,870,000) to guaranty Buyer's payment of the Termination Payment (the "**Fund Guaranty**");

D. Sellers desire to sell and transfer the Purchased Assets, the Bay Shore Retired Assets, and the Assumed Liabilities to Buyer, and Buyer desires to purchase the Purchased Assets and the Bay Shore Retired Assets and assume the Assumed Liabilities, upon the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual promises herein made and the mutual benefits to be derived therefrom, and in considerations of the representations, warranties, and covenants contained herein, the Parties agree as follows:

ARTICLE I

DEFINITIONS, RULES OF CONSTRUCTION AND ACCOUNTING TERMS

Section 1.01 Definitions. The following terms and phrases, as used in this Agreement, have the following meanings:

"**Affiliate**" means, with respect to any Person, any other Person that directly, or indirectly through one or more intermediaries, Controls, is Controlled by, or is under common Control with, such first Person.

"**Agreement**" is defined in the preamble.